

SHARE PURCHASE AGREEMENT

GOLD DIGGER RESOURCES INC.

- and -

PREMIUM URANIUM CORPORATION

- and -

THE SHAREHOLDERS OF PREMIUM URANIUM CORPORATION

- and -

UA92 (PTY) LTD.

March 6, 2024

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THIS SHARE PURCHASE AGREEMENT made as of the 6th day of March, 2024 (hereinafter referred to as the “**Agreement**”),

AMONG:

Gold Digger Resources Inc., a corporation duly existing under the laws of the Province of British Columbia, having a place of business at 595 Howe Street, Vancouver British Columbia, Canada, V6C 2T5

(hereinafter, the “**Purchaser**”)

AND

Each of the Shareholders listed in Schedule “B”

(collectively referred to herein as the “**Vendors**”)

AND:

UA92 PTY LIMITED, Botswana Company Number BW00003422153, a company duly existing under the laws of the Republic of Botswana, having the Company Number BW00003422153 and a place of business at Plot 16722, Gaborone West Phase 1 Botswana, Company Registration BW00003920982, Gaborone, Botswana

(hereinafter, “**UA92**”)

AND;

PREMIUM URANIUM CORPORATION, a corporation duly existing under the laws of the Province of Ontario, having a place of business at 100 Richmond Street, Toronto, Ontario, Canada, M5H3K6

(hereinafter, “**PURC**”)

(collectively, the “**Parties**” and each of them, a “**Party**”)

WHEREAS the Vendors wish to sell and to cause to be sold, and the Purchaser wishes to purchase from the Vendors, all of the issued and outstanding PURC Shares (as defined herein), all for the consideration and upon the terms and conditions set forth in this Agreement;

AND WHEREAS PURC holds 100% of the issued and outstanding shares in the capital of UA92 which owns the UA92 Property more particularly described in **Schedule “A”**, and the Vendors collectively hold a 100% registered and beneficial interest in PURC;

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

For the purposes of this Agreement, the following words and terms shall have the meanings set out below:

- (a) **“Agreement”** means this Share Purchase Agreement and all instruments supplementing or amending or confirming this Agreement and references to **“Article”** or **“Section”** mean and refer to the specified Article or Section of this Agreement;
- (b) **“Applicable Laws”** means with respect to any person or the UA92 Property, as applicable, all laws, statutes, regulations, by-laws, statutory rules, orders, ordinances, protocols, codes, guidelines, notices, directions (including all applicable Canadian securities laws), including the Mines and Minerals Act, any legislation relating to anti-corruption or anti-money laundering, and terms and conditions of any grant of approval, permission, authority or licence of any court, Governmental Body or other governmental authority, statutory body or self-regulatory authority, in each case, that is binding upon or applicable to such person or the UA92 Property, as applicable, as amended unless expressly specified otherwise;
- (c) **“Business Day”** means a day, other than a Saturday, Sunday, or statutory holiday in the Province of Ontario, the Province of British Columbia or the Republic of Botswana;
- (d) **“Claim”** has the meaning set out in Section 8.2;
- (e) **“Closing”** has the meaning set out in Section 2.5;
- (f) **“Closing Date”** has the meaning set out in Section 2.5;
- (g) **“Consideration Shares”** means the 13,300,000 Purchaser Shares (issued at a deemed price of CDN\$0.40 per Consideration Share) to be issued to the Vendors on Closing pursuant to Section 2.2 hereof;
- (h) **“Confidential Information”** has the meaning set out in Section 9.3;
- (i) **“CSE”** means the Canadian Securities Exchange;
- (j) **“Direct Claim”** has the meaning set out in Section 8.2;
- (k) **“Encumbrances”** means all interests, mortgages, charges, royalties, security interests, liens, encumbrances, actions, claims, demands and equities of any nature whatsoever or however arising and any rights or privileges capable of becoming any of the foregoing;
- (l) **“Environmental Laws”** means all Applicable Laws relating to or otherwise imposing liability or standards of conduct with respect to environmental or health matters (excluding laws directly governing worker health and safety), including legislation governing the labelling, use, transportation, manufacture, processing, generation, distribution, treatment, storage, discharge, release, disposal, clean-up, the release, threatened release or handling of Hazardous Substances (as defined herein) including the investigations, monitoring and abatement of such release and laws relating to the operation, closure and reclamation of mines, mills and tailings storage facilities and the terms and conditions of any Environmental Permits;
- (m) **“Environmental Liabilities”** means any and all actions, demands, claims, debts, costs,

liabilities, damages, duties, obligations, penalties, fines and charges of any nature imposed, issued, rendered or arising under or pursuant to provincial, state, federal and local laws or any past, present or future statute, regulation, by-law or other law, or any permit, licence, certificate, approval, order, directive or other authorization of any Governmental Body in respect of or pertaining to the impairment or contamination of the natural environment, the undertaking of mineral resource exploration, development, extraction or processing operations and/or the decommissioning, abandonment or closure or such operations or any matter ancillary to all of the above including the abatement, reclamation, rehabilitation, remediation and restoration of mining properties and assets and the natural environment;

- (n) **“Environmental Permits”** means all permits, certificates, licences, authorizations, consents, instructions, registrations, directions or approvals issued or required by any Governmental Bodies pursuant to any Environmental Laws, including pursuant to the Environmental Assessment Act, 2011, any permit issued by a Government Body authorizing the use of water or electricity and Land Use Permits;
- (o) **“Governmental Body”** means any government or tier of government, any ministry, department, or any regulatory authority, agency, commission or board of any government, parliament or legislature, any public or statutory person under the control of government or any court, tribunal, judicial or quasi judicial body, any independent regulatory authority or committee having jurisdiction under or with respect to the Law or (without limitation to the foregoing) any other law, regulation or rule-making entity (including any central bank, fiscal or monetary authority or authority regulating banks), having or purporting to have jurisdiction in the relevant circumstances, or any Person acting or purporting to act under the authority of any of the foregoing (including any arbitrator);
- (p) **“Hazardous Substances”** means any substance which is deemed to be, alone or in any combination, hazardous, hazardous waste, radioactive, deleterious, toxic, caustic, dangerous, a contaminant, a pollutant, a dangerous good, a waste, a special waste, a source of contamination, or a source of a pollutant under any Environmental Law whether or not such substance is defined as hazardous under the Environmental Law involved; any substances or materials the presence or concentration of which in soil, sediment, ground water or surface water is regulated under any Environmental Law, including asbestos, asbestos-containing materials, lead or lead-based paint, polychlorinated biphenyls, mould, mildew or fungi, oil, waste oil, petroleum, petroleum products, or urea formaldehyde foam insulation; and any other material or substance which may pose a threat to the environment or to human health or safety.
- (q) **“Indemnified Party”** has the meaning set out in Section 8.1;
- (r) **“Indemnifying Party”** has the meaning set out in Section 8.1;
- (s) **“Indemnity Term”** has the meaning set out in Section 8.6;
- (t) **“Land Use Permits”** means all property rights, including mineral Prospecting Licenses issued by the Botswana Department of Mines and Minerals and general permits required

in respect of the UA92 Property;

- (u) **“Lock-Up Agreement”** has the meaning set out in Section 2.3;
- (v) **“Losses”**, in respect of any matter, means all claims, demands, proceedings, losses, damages, liabilities, deficiencies, fines, costs and expenses (including all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) and judgments arising directly or indirectly as a consequence of such matter;
- (w) **“Mine and Minerals Act”** means the Mines and Minerals Act 1999 (Cap. 66:01) and any regulations thereunder;
- (x) **“New UA92 Share Certificates”** has the meaning set out in Section 2.1;
- (y) **“Old UA92 Share Certificates”** has the meaning set out in Section 2.1;
- (z) **“Outside Date”** means May 30, 2024;
- (aa) **“Person”** means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative or Governmental Body and a person shall be construed as including its successor (s), permitted assign (s) and permitted transferee (s);
- (bb) **“PURC Shares”** means all of the issued and outstanding common shares in the capital of PURC;
- (cc) **“Purchaser Shares”** means common shares in the capital of Purchaser as presently constituted;
- (dd) **“Securities Laws”** means applicable securities legislation and regulations of, and the instruments, policies, rules, orders, codes, notices and interpretation notes of the applicable securities regulatory authority or applicable securities regulatory authorities in the Provinces of British Columbia, Alberta and Ontario;
- (ee) **“Thabo”** means Thabo Bagwasi;
- (ff) **“Third Party Claim”** has the meaning set out in Section 8.2;
- (gg) **“Time of Closing”** means 5:00p.m. EST on the Closing Date, or such other time on the Closing Date as Purchaser and the Vendors may agree in writing;
- (hh) **“Transaction”** has the meaning set out in Section 2.5;
- (ii) **“UA92 Property”** means the mineral rights more particularly described in **Schedule “A”**;
- (jj) **“UA92 Shares”** means all of the issued and outstanding common shares in the capital of UA92; and

- (kk) **“Vendor Parties”** means collectively the Vendors and PURC; and
- (ll) **“Voting Support Agreements”** has the meaning set out in Section 2.4;

1.2 Rules of Interpretation

In this Agreement:

- (a) unless otherwise specified, all dollar amounts refer to Canadian dollars;
- (b) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (c) use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances as the context otherwise permits;
- (d) whenever this Agreement requires payment to be made or action to be taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day following such day;
- (e) the words “including” or “includes” are deemed to mean including or includes without limitation;
- (f) any reference to a law is a reference to such law as in force from time to time, including (i) modifications thereto, (ii) any regulation, decree, order or ordinance enacted thereunder and (iii) any law that may be passed which has the effect of supplementing, re-enacting or superseding the law to which it is referred; and
- (g) any reference to a numbered or lettered section in this Agreement is a reference to the section bearing that number or letter in this Agreement and a reference to “this” section means the section in which such reference appears.

1.3 Entire Agreement

This Agreement shall constitute the entire agreement and understanding between the Parties pertaining to the subject matter of this Agreement and shall supersede all prior agreements, representations, understandings, negotiations and discussions, whether oral or written. There are no warranties, representations, conditions or covenants, express or implied, relating to the subject matter of this Agreement except as specifically provided herein. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby.

1.4 Time of the Essence

Time is of the essence in this Agreement.

1.5 Governing Law And Dispute Resolution

- (a) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability shall be construed and governed by the laws in force in the Province of British Columbia and the federal laws of Canada applicable therein, and the courts of the Province of British Columbia will have exclusive jurisdiction to hear and determine all disputes arising hereunder; and
- (b) each of the Parties hereby unconditionally and irrevocably agrees to the binding submission of the court of the Province of British Columbia and federal laws of Canada and shall not claim, invoke or permit to be invoked on its behalf or for its benefit any right it may have under the laws of its jurisdiction, or any other state or jurisdiction, to prevent, delay, hinder, nullify or in any other way obstruct the submission of any dispute as set out in Section 1.5(a) above.

1.6 Severability

If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, all other provisions of the Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is void or unenforceable, the Parties shall use good faith to negotiate an equitable adjustment to any provisions of the Agreement to modify this Agreement so as to effect the original intent of the Parties to the end that the transactions contemplated herein are fulfilled to the extent possible. The validity or enforceability of the remaining provisions of this Agreement shall not be affected by such determination.

1.7 Knowledge

Any reference herein to “the knowledge of PURC” (or similar expressions) will be deemed to mean the knowledge of Thabo as Chief Executive Officer of UA92, Thabo as Chief Financial Officer of UA92, and Kneipe Sethlare, a director of UA92, together with the knowledge such persons would have had if each had conducted a diligent inquiry into the relevant subject matter.

1.8 Schedules

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

Schedule “A” – Description of UA92 Property

Schedule “B” – Shareholdings in PURC and Allocation of Consideration Shares

Schedule “C” – Form of Lock-Up Agreement

Schedule “D” – Form of Voting Support Agreement

ARTICLE 2 - PURCHASE OF SHARES

2.1 Transfer

Subject to the terms and conditions hereof, at the Time of Closing, the Vendors shall transfer to the Purchaser and the Purchaser shall accept from the Vendors the PURC Shares, and the Vendors shall deliver to the Purchaser certificates representing the PURC Shares, duly endorsed in blank for transfer (the “**Old PURC Share Certificates**”) together with new certificates therefor registered in the name of the Purchaser which shall be dated as at the Closing Date (the “**New PURC Share Certificates**”).

2.2 Payment of Purchase Price

The purchase price for the PURC Shares shall be paid and satisfied by the issuance and delivery at the Time of Closing of the Consideration Shares, in accordance with the allocations set out in **Schedule “B”**.

2.3 Lock-Up of Consideration Shares

Each of the Vendors will enter into lock-up agreements in the form attached hereto as **Schedule “C”** (each, a “**Lock-Up Agreement**”) at Closing, pursuant to which the Consideration Shares will bear legends to reflect contractual resale restrictions over a 36-month period in accordance with the following schedule:

Release Date	Percentage of Consideration Shares to be released on each Release Date
6 months after Closing Date	16.66%
12 months after Closing Date	16.66%
18 months after Closing Date	16.67%
24 months after Closing Date	16.67%
30 months after Closing Date	16.67%
36 months after Closing Date	16.67%

2.4 Voting Support Agreements

Each of the Vendors will enter into voting support agreements in the form attached hereto as **Schedule “D”** (each, a “**Voting Support Agreement**”) at Closing, pursuant to which the Vendors will agree to approve the appointment of all directors of the Purchaser nominated by management of the Purchaser at any meeting of the shareholders of the Purchaser within 12 months of the Closing Date.

2.5 Closing Time and Place

The purchase and sale of the PURC Shares hereunder (hereinafter, the “**Transaction**”) will be completed (the “**Closing**”) at the Time of Closing, or at such other place or time as may be mutually agreed upon by the Parties in writing on or before the Outside Date (the “**Closing Date**”).

2.6 Closing Deliveries

At the Time of Closing:

- (a) the Purchaser shall deliver to the Vendors:
- (i) DRS advice statements representing the Consideration Shares, registered in the respective names of the Vendors and in the allocations set out in **Schedule "B"**, subject to legends reflecting the contractual resale restrictions imposed by the Lock-Up Agreements;
 - (ii) certified copies of the resolutions passed by the board of directors of the Purchaser approving this Agreement, as well as the consummation of the Transaction contemplated herein;
 - (iii) a certificate dated as of the Closing Date, addressed to the Vendors and signed by the Chief Executive Officer and Chief Financial Officer of Purchaser, certifying for and on behalf of the Purchaser, and not in their personal capacities, after having made due inquiries, with respect to the following matters:
 - 1) the Purchaser having complied with all the covenants, in all material respects, and satisfied all the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Closing Date;
 - 2) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Purchaser or prohibiting the sale of the Consideration Shares, and no proceeding for such purpose being pending or, to the knowledge of such officers, threatened under any Securities Laws;
 - 3) subsequent to the date of this Agreement, no adverse material change relating to the Purchaser on a consolidated basis having occurred since the date of this Agreement; and
 - 4) the representations and warranties of the Purchaser contained in this Agreement and in any certificates of the Purchaser delivered pursuant to or in connection with this Agreement, being true and correct in all material respects (or, if qualified by materiality, in all respects) at the Closing Date, with the same force and effect as if made on and as at the Closing Date, except for such representations and warranties which are in respect of a specific date in which case such representations and warranties shall be true and correct in all material respects (or, if qualified by materiality, in all respects) as of such date, immediately prior to giving effect to the transactions contemplated by this Agreement;
 - (iv) resolutions passed by the board of directors of the Purchaser appointing a nominee of PURC as a director of the Purchaser which director will represent 20% of the directors of the Purchaser for a period of 12 months from Closing;
 - (v) such other materials or documents that are, in the opinion of the Vendor Parties acting reasonably, required to be delivered by the Purchaser in order to its their obligations under this Agreement; and

- (b) the Vendors shall deliver to the Purchaser:
- (i) the Old PURC Share Certificates, and if required, with the form of transfer on the reverse duly executed for transfer or accompanied by a duly executed stock power of attorney;
 - (ii) the New PURC Share Certificates;
 - (iii) certified copies of the resolutions passed by the board of directors of UA92 approving this Agreement and the consummation of the Transaction contemplated herein;
 - (iv) a certificate dated as of the Closing Date, addressed to the Purchaser and signed by the sole director of PURC, certifying for and on behalf of PURC, and not in their personal capacities, after having made due inquiries, with respect to the following matters:
 - 1) PURC having complied with all the covenants, in all material respects, and satisfied all the terms and conditions of this Agreement on its part to be performed and complied with and satisfied at or prior to the Closing Date;
 - 2) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of PURC or prohibiting the sale of the PURC Shares, and no proceeding for such purpose being pending or, to the knowledge of such officers, threatened under any applicable securities laws;
 - 3) subsequent to the date of this Agreement, no adverse material change relating to PURC or the UA92 Property; and
 - 4) the representations and warranties of PURC contained in this Agreement and in any certificates of PURC delivered pursuant to or in connection with this Agreement, being true and correct in all material respects (or, if qualified by materiality, in all respects) at the Closing Date, with the same force and effect as if made on and as at the Closing Date, except for such representations and warranties which are in respect of a specific date in which case such representations and warranties shall be true and correct in all material respects (or, if qualified by materiality, in all respects) as of such date, immediately prior to giving effect to the transactions contemplated by this Agreement;
 - (v) resignations of the officers and directors of PURC and resolutions passed by the board of directors of PURC appointing nominees of the Purchaser as officers and directors of PURC;
 - (vi) evidence that PURC has taken all steps to designate the nominees of the Purchaser as signatories to the bank accounts of PURC and UA92;

- (vii) a favourable legal opinion addressed to the Purchaser and its legal counsel, in form and substance satisfactory to the Purchaser and its legal counsel, acting reasonably, dated as of the Closing Date from counsel for PURC, which opinion shall address the following:
 - 1) all necessary corporate action having been taken by PURC to authorize the execution and delivery of this Agreement and the performance of its obligations thereunder, and the Agreement having been duly executed and delivered by PURC and being enforceable against PURC in accordance with its terms (subject to bankruptcy, insolvency, or other laws affecting the rights of creditors generally, general equitable principles including the availability of equitable remedies and the qualification that no opinion need be expressed as to right to indemnity, contribution and waiver of contribution);
 - 2) the execution and delivery by PURC of this Agreement and the fulfillment of the terms thereof by PURC as contemplated herein shall not constitute or result in a breach of or a default under, and not create a state of facts which, after notice or lapse of time or both, will constitute or result in a breach of, and will not conflict with, any of the terms, conditions or provisions of the articles or by-laws of PURC;
 - 3) the authorized and issued capital of PURC and the registered ownership of the PURC Shares;
 - 4) that PURC is the 100% owner of the UA92 Shares free and clear of any liens and encumbrances; and
 - 5) as to the UA92 Property, the respective expiry dates of each of the mineral claims comprising the UA92 Property and that each is in good standing in accordance with applicable law, and that all necessary regulatory approvals have been obtained to maintain the 100% ownership of the UA92 Property by UA92, free and clear of any liens and encumbrances, on the Closing Date after consummating the Transaction;
- (viii) the Lock-Up Agreements, executed by each of the Vendors;
- (ix) the Voting Support Agreements, executed by each of the Vendors;
- (x) evidence of any other necessary approvals or consents required pursuant to the Transaction; and
- (xi) such other materials or documents that are, in the opinion of the Purchaser acting reasonably, required to be delivered by the Vendor Parties in order to meet their obligations under this Agreement.

2.7 Restrictions on Securities

The Parties hereby acknowledge and agree that the Consideration Shares issued by the Purchaser to the

Vendors pursuant to this Agreement will be subject to such resale restrictions as may be imposed by Applicable Laws and the Vendors are solely responsible for compliance with such resale restrictions.

2.8 Conditions of Closing in favour of the Purchaser

The Purchaser's obligations to complete the Transaction are subject to the following conditions for the sole benefit of the Purchaser, to be performed or fulfilled at or prior to the Time of Closing:

- (a) Representations and Warranties. The representations and warranties of the Vendor Parties contained herein will be true and accurate and not misleading in any material respect as at the Closing Date with the same effect as if such representations and warranties had been made at the Closing Date;
- (b) Covenants. The Vendor Parties shall have complied with or performed all of the terms, covenants and conditions contained in this Agreement which are to be complied with or performed on or before the Closing Date;
- (c) Due diligence. The Purchaser shall be satisfied, in its sole and absolute discretion, acting reasonably, with its review of the title and environmental state of the UA92 Property and its due diligence review of UA92; provided however, that such due diligence review shall not qualify and limit the representations, warranties, covenants and agreements of the Vendors contained in this Agreement and shall not be deemed to expand in any way the scope or effect of any of such representations, warranties, covenants or agreements;
- (d) Exploration Activities. The Purchaser shall be satisfied, in its sole and absolute discretion, that all licenses, agreements (including any surface rights agreements), permits and other arrangements necessary for a team to conduct exploration activities on the UA92 Property are in place;
- (e) Regulatory Consents. The Purchaser shall have obtained from all appropriate Governmental Bodies such licenses, permits, consents, approvals, registrations and authorizations as are required to be obtained to permit the Transaction; and
- (f) Closing Deliveries. The Purchaser shall have received the deliveries required by Section 2.6(b).

If any of the conditions contained in this Section 2.8 shall not be performed or fulfilled at or prior to the Time of Closing to the satisfaction of the Purchaser, acting reasonably, the Purchaser may, by notice to the Vendor Parties, terminate this Agreement and the obligations of the Purchaser and the Vendor Parties under this Agreement. Any such condition may be waived in whole or in part by the Purchaser without prejudice to any claims it may have for breach of covenant, representation or warranty.

2.9 Conditions of Closing in favour of the Vendor Parties

The obligations of the Vendor Parties to complete the transactions provided for in this Agreement are subject to the following conditions for the sole benefit of the Vendor Parties, to be performed or fulfilled at or prior to the Time of Closing:

- (a) Representations and Warranties. The representations and warranties of the Purchaser contained herein will be true and accurate and not misleading in any material respect as at the Closing Date with the same effect as if such representations and warranties had been made at the Closing Date;
- (b) Covenants. The Vendor Parties shall have complied with or performed all of the terms, covenants and conditions contained in this Agreement which are to be complied with or performed on or before the Closing Date;
- (c) Regulatory Consents. The Vendor Parties shall have obtained from all appropriate Governmental Bodies such licenses, permits, consents, approvals, registrations and authorizations as are required to be obtained to permit the Transaction, inclusive of all approvals required in accordance with the Mines and Minerals Act;
- (d) Director Appointment. The appointee of PURC to the board of directors of the Purchaser shall have been appointed; and
- (e) Closing Deliveries. The Vendor Parties shall have received the deliveries required by Section 2.6(a).

If any of the conditions contained in this Section 2.9 shall not be performed or fulfilled at or prior to the Time of Closing to the satisfaction of the Vendor Parties, acting reasonably, the Vendor Parties may, by notice to the Purchaser, terminate this Agreement and the obligations of Purchaser and the Vendor Parties under this Agreement. Any such condition may be waived in whole or in part by the Vendor Parties without prejudice to any claims it may have for breach of covenant, representation or warranty.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES OF PURC

PURC represents and warrants to the Purchaser as follows and acknowledge that the Purchaser is relying on such representations and warranties in connection with the Transaction:

3.1 Incorporation and Authority

Each of PURC and UA92 (a) is a validly existing corporation under the laws of its respective jurisdiction of existence; (b) has the legal capacity and authority to enter into this Agreement and perform its obligations hereunder; (c) has the legal capacity and authority to carry on its business as presently conducted, to own, lease and operate all of its assets and has made all necessary filings under all applicable corporate, securities and taxation laws or any other laws to which it is subject.

3.2 Authorized Capital

As of the date hereof, 19,337,600 PURC Shares and 3000 UA92 Shares are issued and outstanding and all such issued and outstanding securities have been validly issued and are outstanding as fully paid and non-assessable.

3.3 Ownership of PURC Shares

All of the issued and outstanding PURC Shares are beneficially owned by and registered in the names of the Vendors as set out in **Schedule "B"**.

3.4 Ownership of UA92 Shares

All of the issued and outstanding UA92 Shares are beneficially owned by and registered in the name of PURC.

3.5 Registration

Each of PURC and UA92 is registered to carry on business and is in good standing in each jurisdiction in which the character of its properties, owned or leased, or the nature of its activities make such registration necessary, except where the failure to be so registered or in good standing would not have a material adverse effect on PURC, UA92 or the UA92 Property.

3.6 Due Authorization

This Agreement and the Transaction contemplated hereby have been duly authorized by all necessary corporate action on the part of PURC and UA92 and constitute valid obligations PURC and UA92, respectively, legally binding upon each of them and enforceable against them in accordance with its terms; subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws generally affecting creditor's rights and, to the extent that equitable remedies, such as specific performance and injunction, are in the discretion of the court from which they are sought.

3.7 No Violation

The entering into of this Agreement by each of PURC and UA92 and the consummation of the Transaction herein provided for will not result in: (a) a breach or violation of (i) any of the terms, conditions or provisions of the constating documents or by-laws of either PURC or UA92; (ii) any license, permit, approval or authorization held by PURC or UA92 relative to the UA92 Property; or (iii) any statute, law or regulation applicable to PURC or UA92 or any agreement or instrument to which either of PURC or UA92 is a party; or (b) the creation or imposition of any Encumbrance on the UA92 Property.

3.8 No Proceedings

To the best of the knowledge of PURC, there is not pending, or threatened or contemplated, any suit, action, legal proceeding, litigation or governmental investigation of any sort which would:

- (a) in any manner restrain or prevent any of the Vendors from effectually or legally transferring the PURC Shares to the Purchaser in accordance with this Agreement;
- (b) cause an Encumbrance to be attached to the UA92 Property, the PURC Shares or the UA92 Shares;
- (c) make PURC, UA92, the Purchaser or any of the Vendors liable for damages in connection with the Transaction; or
- (d) impair the Vendors, PURC or UA92 in their ability to comply with all their obligations in terms of the Agreement.

3.9 No Other Subsidiaries

Other than UA92, PURC does not have any subsidiaries as defined in the Securities Act (British Columbia) or agreements, options or commitments to acquire any shares or securities of any corporation or to acquire or lease any business operations, real property or assets, issue any securities or incur any indebtedness. UA92 does not have any subsidiaries as defined in the Securities Act (British Columbia) or agreements, options or commitments to acquire any shares or securities of any corporation or to acquire or lease any business operations, real property or assets, issue any securities or incur any indebtedness.

3.10 Corporate Records

The corporate records and minute books of each of PURC and UA92 contain all by-laws and records of all proceedings, consents and actions of the shareholders, directors and all committees thereof since its incorporation and contain the true and lawful signatures of all persons who have signed the same. All meetings of shareholders and directors of PURC and UA92 have been duly called and held, and the share certificate books and registers of shareholders, share transfers and directors of PURC and UA92 are complete and accurate.

3.11 Conduct of Business

Each of PURC and UA92 has conducted and is conducting its business in compliance in all material respects with all Applicable Laws, rules and regulations of each jurisdiction in which its business is carried on. UA92 holds all necessary licences, permits, approvals inclusive of all required approvals in accordance with the Mines and Minerals Act, consents, certificates, registrations and authorizations, whether governmental, regulatory or otherwise, to enable its business to be carried on as now conducted and its property and assets to be owned, leased and operated, and the same are validly existing and in good standing and none of such licenses, permits, approvals, consents, certificates, registrations and authorizations contains any burdensome term, provision, condition or limitation, which has or would reasonably be expected to have a material adverse effect on the operation of its business as now carried on.

3.12 No Notice of Proceedings

Neither PURC nor UA92 has received any notice of proceedings relating to the revocation or modification of any certificate, authority, permit or license which, if the subject of an unfavourable decision, ruling or finding would materially and adversely affect the conduct of the business, operations, financial condition, income or future prospects of PURC or UA92.

3.13 No Outstanding Interest in UA92 Property

PURC has not granted or entered into any agreement, option, understanding or commitment or any encumbrance of or disposal of the UA92 Property or an interest therein or any right or privilege capable of becoming an agreement or option with respect to its assets or property interests and will not do so prior to Closing.

3.14 Claims in Good Standing

The claims comprising the UA92 Property are in good standing.

3.15 No Outstanding Convertible Securities

No warrants, options or other rights for the purchase, subscription or issuance of any PURC Shares or UA92 Shares, or other securities of PURC or UA92, or securities convertible into, exchangeable for, or which carry the right to purchase PURC Shares or UA92 Shares, or other securities of PURC or UA92, will have been authorized or agreed to be issued or will be outstanding as at Closing.

3.16 Directors and Officers

The sole director of PURC is Arno Brand, and there are no officers of PURC. The sole directors and officers of UA92 are Thabo Bagwasi and Kneipe Setlhare.

3.17 Litigation

There is not pending, or to the knowledge of any of the Vendor Parties, threatened or contemplated, any suit, action, legal proceeding, litigation or governmental investigation of any sort, nor is there any present state of facts or circumstances which can be reasonably anticipated to be a basis for any such suit, action, legal proceeding, litigation or governmental investigation nor is there presently outstanding against UA92, any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality, or arbitrator, to which PURC is a party or to which the property of UA92 is subject that would result individually or in the aggregate in any material adverse change in the operation, business, condition, income or future prospects of UA92.

3.18 Regulatory and Tax Filings

Each of PURC and UA92 has filed and shall continue to file all documents required to be filed by it under any applicable taxing legislation and has paid all taxes, licence fees or other charges that are due and payable and has paid all assessments and reassessments and all other taxes (including federal and state and local sales taxes, governmental charges, penalties, interest and fines, due and payable on or before the date hereof). Each of PURC and UA92 has withheld from each payment to its officers, directors, employees and shareholders, as applicable, the amount of all taxes and other deductions required to be withheld therefrom and has paid the same to the proper receiving officer within the time required under applicable legislation.

3.19 Compliance with Employment and Labour Laws

Each of PURC and UA92 is in material compliance with all Applicable Laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labour practice. No unfair labour practice complaint against PURC or UA92 is pending before any labour relations board or similar governmental tribunal or agency and no such complaint has been filed within the two year period preceding the date hereof, and no notice has been received by PURC or UA92 of any complaints filed by any employees against PURC or UA92 claiming that either PURC or UA92 has violated any employee or human rights or similar legislation in any jurisdiction in which the business of PURC or UA92 is conducted, and no such complaint has been filed within the two year period preceding the date hereof.

3.20 No Obligations to Pay Officers, Directors or Employees

Neither PURC nor UA92 has no obligations or liabilities to pay any amount to its officers, directors or employees relating to salary and directors' fees in the ordinary course or relating to the resignation or termination of any such officers, directors or employees, including the obligations of PURC or UA92, as applicable, to officers, directors or employees for severance, retention, termination or bonus payments as a result of the Transaction.

3.21 Royalties

To the best of the knowledge, information and belief of PURC, after due inquiry, no Person is entitled to any royalties or other interests or any revenues of PURC or UA92, whether derived from the UA92 Property or from utilization of any intellectual property or proprietary information or equipment of PURC or UA92 or otherwise.

3.22 Commission or Finder's Fees

There is no Person acting or purporting to act at the request of PURC or UA92 who is entitled to any commission, brokerage or finder's fee in connection with the Transaction. Other than as has been disclosed herein, in the event that any Person acting or purporting to act for PURC or UA92 establishes a claim for any fee from the Purchaser, the Vendors covenant to indemnify and hold harmless the Purchaser with respect thereto and with respect to all costs reasonably incurred in the defence thereof.

3.23 Mineral Rights

UA92 owns all rights and interest in and to the mineral rights of the UA92 Property free and clear of all Encumbrances.

3.24 Ownership of UA92 Property

UA92 is the registered and beneficial owner of the UA92 Property and the UA92 Property is in good standing under the applicable statutes, rules, regulations, licences and permits of the jurisdictions in which it is situated.

3.25 Guarantees

Neither PURC nor UA92 is a party to any agreement of guarantee, indemnification or assumption of the obligations of a third party or other like commitment.

3.26 Dividends

Neither PURC nor UA92 has, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its respective shares or securities or, directly or indirectly, redeemed, purchased or otherwise acquired any of its respective shares or securities or agreed to do any of the foregoing.

3.27 No Restrictions on Dividends

There is not in the constating documents of PURC or UA92, or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which PURC or UA92 is a party, any restriction upon or impediment to the declaration or payment of dividends by the directors of PURC or UA92 or the payment of dividends by PURC or UA92 to the holders of the PURC Shares or UA92 Shares, respectively.

3.28 Liabilities and Sole Asset

PURC has no liabilities or indebtedness whatsoever, and is not party to any contracts or agreements. The sole asset of PURC consists of the UA92 Property.

3.29 No Default

Neither PURC nor UA92 is in default under, and, there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute a default by PURC or UA92 under any credit arrangement, note, bond, mortgage, indenture, deed of trust, lease, franchise, concession, easement, contract, agreement, licence, permit or other instrument that is material to the conduct of the business of PURC or UA92 to which PURC or UA92 is a party or by which PURC or UA92 is bound or subject to. No party to any contract of PURC or UA92 has given written notice to PURC or UA92 of or made a claim against PURC or UA92 with respect to any breach or default thereunder.

3.30 Environmental Compliance

To the best of the knowledge, information and belief of PURC, after due inquiry, each of PURC and UA92 is in material compliance with all Environmental Laws and has conducted, in all material respects, its business in compliance with all Environmental Laws.

3.31 Environmental Permits

To the best of the knowledge, information and belief of PURC, after due inquiry, each of PURC and UA92 has obtained all Environmental Permits and all other permits required for the operation of its business as currently conducted and presently proposed to be conducted. Each of the Environmental Permits, if any, is, or was at all material times, valid, subsisting and in good standing and each of PURC and UA92 is not, or was not at any material time, in default or breach of any of the Environmental Permits and no proceeding is pending, or threatened, to revoke or limit any of the Environmental Permits.

3.32 No Handling of Hazardous Substances

To the best of the knowledge, information and belief of PURC, after due inquiry, neither PURC nor UA92 has used or permitted to be used, except in compliance with all Environmental Laws, any of its property (including leased property) or facilities and has not directly or indirectly so used the property or facilities of another person to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substances.

3.33 No Notice of Prosecution

To the best of the knowledge, information and belief of PURC, after due inquiry, neither PURC nor UA92 has ever received any notice of, nor been prosecuted for any offense alleging, non-compliance with any

Environmental Laws, and neither PURC nor UA92 has settled any allegation or non-compliance short of prosecution.

3.34 No Environmental Orders

To the best of the knowledge, information and belief of PURC, after due inquiry, there are no orders or directions relating to environmental matters requiring any work, repairs, reclamation, construction or capital expenditures with respect to the business or any property of PURC or UA92 (including the UA92 Property), nor has PURC or UA92 received notice of any of the same.

3.35 No Pending Changes to Environmental Laws

To the best of the knowledge, information and belief of PURC, after due inquiry, there are no pending or proposed changes to Environmental Laws or Applicable Laws that are likely to materially adversely affect PURC or UA92.

3.36 No Release of Hazardous Substances

To the best of the knowledge, information and belief of PURC, after due inquiry, neither PURC nor UA92 has caused or permitted, nor does PURC have any knowledge of, the release, in any manner whatsoever, of Hazardous Substances on or from any of its properties (including any leased property) or asset or any property or facility that it previously owned or leased, or any such release on or from a facility owned or operated by another person but with respect to which PURC or UA92 are or may reasonably be alleged to have liability. Hazardous Substances, if any, and any other wastes and other materials and substances used in whole or in part by PURC or UA92 or resulting from any business or activity previously carried on by PURC or UA92 have, to the best of the knowledge, information and belief of PURC, after due inquiry, been disposed of, treated and stored in compliance with all Environmental Laws.

3.37 No Notice of Environmental Responsibility

To the best of the knowledge, information and belief of PURC, after due inquiry, neither PURC nor UA92 has received any notice that it is potentially responsible for a federal, provincial, municipal or local clean-up site or corrective action under any Environmental Laws.

3.38 No Requests for Information

To the best of the knowledge, information and belief of PURC, after due inquiry, UA92 has not received any requests for information in connection with any federal, provincial, municipal or local inquiries as to disposal sites.

3.39 No Environmental Audits

To the best of the knowledge, information and belief of PURC, after due inquiry, there are no environmental audits, evaluations, assessments, studies or tests relating to either of PURC, UA92 or any of their respective properties or assets (including the UA92 Property).

3.40 Material Facts Not Withheld

Neither PURC nor UA92 has withheld, and will not withhold, from the Purchaser any material facts relating to PURC, UA92, the UA92 Property or to the Transaction.

3.41 No Misrepresentations

None of the foregoing representations and warranties knowingly contains any untrue statement of a material fact or knowingly omits to state any material fact necessary to make any such warranty or representation not misleading to the Purchaser.

3.42 UA92 Property

- (a) Other than as contemplated in this Agreement, no person has any agreement, right, title or privilege for the purchase, acquisition or transfer of the UA92 Property or any interest therein.
- (b) The claims comprising the UA92 Property are validly staked, located, duly recorded in the name of UA92, are in good standing pursuant to all Applicable Laws and all taxes, rents, charges and assessments with respect thereto have been paid in full as of the date hereof.
- (c) There are no adverse claims or challenges against, or to the ownership of, or title to, the mineral rights of the UA92 Property, nor to the knowledge of PURC is there any basis therefor.
- (d) All necessary information and data (including all geological, geophysical and assay results and maps) concerning the UA92 Property and prior exploration and development work carried out thereon and within PURC's knowledge has been disclosed and provided, or will be disclosed and provided, to Purchaser.
- (e) There are no outstanding work orders or actions required or reasonably anticipated to be required to be taken in respect of the rehabilitation or restoration of the tenements or facilities or relating to environmental matters in respect of the tenements or facilities related to the UA92 Property, nor has PURC received notice of same.
- (f) There are no actions, suits, investigations or proceedings before any court, arbitrator, administrative agency or other tribunal or Governmental Body, whether current, pending or threatened, which directly or indirectly relate to or affect PURC, UA92 or the UA92 Property (including the ownership and existing or past uses thereof and the compliance with laws of the lands comprising the UA92 Property) nor is PURC aware of any facts which would lead PURC to suspect that the same might be initiated or threatened.
- (g) UA92 is the sole legal and beneficial owner of the mineral rights of the UA92 Property, and free and clear of all royalties, liens, charges and Encumbrances of any kind, and UA92 has the power and authority to deliver legal and beneficial ownership of the UA92 Property to the Purchaser.
- (h) The mineral claims comprising the mineral rights of the UA92 Property have been properly located and staked and recorded in compliance with the laws of the jurisdiction

in which they are situated, are accurately described in **Schedule "A"**, and are valid and subsisting mineral claims as at the date of this Agreement.

- (i) All taxes, local improvements, assessment rates, utilities and any and all other payments to or assessments of any Governmental Body having jurisdiction in respect of the mineral claims comprising the UA92 Property have been made by UA92, in respect of the UA92 Property up to and including the Time of Closing.

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES OF THE VENDORS

Each of the Vendors on its own behalf, not jointly, hereby represents and warrants to the Purchaser and as follows in respect of itself only, as at the date hereof and as at the Closing Date and acknowledges and confirms that the Purchaser is relying upon such representations and warranties in connection with the purchase by the Purchaser of the PURC Shares pursuant to this Agreement:

- (a) neither the execution and delivery of this Agreement by the Vendors nor the consummation of the Transaction will conflict with or result in:
 - (i) a violation, contravention or breach by any of the Vendors of any of the terms, conditions or provisions of any agreement or instrument to which any of the Vendors is a party, or by which any of the Vendors is bound or constitute a default by any of the Vendors thereunder, or under any statute, regulation, judgment, decree or law by which any of the Vendors is subject or bound, or result in the creation or imposition of any mortgage, lien, charge or Encumbrance of any nature whatsoever upon any of the PURC Shares; or
 - (ii) a violation by any of the Vendors of any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over any of the Vendors, or require any of the Vendors, prior to the Closing or as a condition precedent thereof, to make any governmental or regulatory filings, obtain any consent, authorization, approval, clearance or other action by any Person, or await the expiration of any applicable waiting period;
- (b) no person, firm or corporation has any agreement or option or any right or privilege (whether pre-emptive or contractual) capable of becoming an agreement or option for the purchase from the Vendors of any of the PURC Shares;
- (c) the Vendors have all necessary power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by them as contemplated by this Agreement and to carry out their respective obligations under this Agreement and such other agreements and instruments. The execution and delivery of this Agreement and such other agreements and instruments and the consummation of the Transaction and such other agreements and instruments have been duly authorized by all necessary corporate action on the part of each of the Vendors as applicable;
- (d) this Agreement constitutes a valid and binding obligation of each of the Vendors enforceable against each of the Vendors in accordance with its terms subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally

and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

- (e) the Vendors are the registered and beneficial owners of the PURC Shares as set out in **Schedule "B"** and have good and marketable title thereto free and clear of any Encumbrances. The Vendors have the exclusive right and full power to transfer the PURC Shares to the Purchaser as contemplated herein free and clear of any Encumbrances;
- (f) there is not pending or, to the best of the knowledge of the Vendors, threatened or contemplated, any suit, action, legal proceeding, litigation or governmental investigation of any sort which would:
 - (i) in any manner restrain or prevent any of the Vendors from effectually or legally transferring the PURC Shares to the Purchaser in accordance with this Agreement;
 - (ii) cause any Encumbrance to be attached to the PURC Shares;
 - (iii) divest title to the PURC Shares; or
 - (iv) make the Purchaser liable for damages in connection with the Transaction;
- (g) to the knowledge of each of the Vendors there is not pending, threatened or contemplated, any suit, action, legal proceeding, litigation or governmental investigation of any sort relating to the Vendors, the PURC Shares or the Transaction, nor is there any present state of facts or circumstances which can be reasonably anticipated to be a basis for any such suit, action, legal proceeding, litigation or governmental investigation nor is there presently outstanding against any of the Vendors, any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality, or arbitrator; and
- (h) none of the foregoing representations and warranties knowingly contains any untrue statement of a material fact or knowingly omits to state any material fact necessary to make any such covenant, warranty or representation not misleading to a prospective purchaser seeking full information as to the PURC Shares.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Vendors as follows and acknowledges that the Vendors are relying on such representations and warranties in connection with the Transaction contemplated hereby:

5.1 Incorporation and Authority

The Purchaser is a validly existing corporation under the laws of British Columbia and has the corporate power and authority to carry on its business as presently conducted and as presently proposed to be conducted; to own, lease and operate all of its assets; and to enter into this Agreement and perform its obligations hereunder.

5.2 Due Authorization

- (a) This Agreement and the Transaction contemplated hereby have been duly authorized by all necessary corporate action on the part of Purchaser and constitute valid obligations of the Purchaser legally binding upon it and enforceable against it in accordance with its terms, subject however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws generally affecting creditor's rights and, to the extent that equitable remedies, such as specific performance and injunction, are in the discretion of the court from which they are sought.
- (b) The Purchaser has all corporate power and authority necessary to complete the Transaction contemplated herein.

5.3 No Consent, No Violation

Except as may be described in this Agreement, other than the approval of directors of the Purchaser and the approval of the CSE, if required, no permit, authorization or consent of any party is necessary for the consummation by Purchaser of the Transaction, or the execution and delivery of this Agreement. The entering into of this Agreement by Purchaser and consummation of the Transaction herein provided for will not result in breach or violation of (a) any of the terms, conditions or provisions of the constating documents or by-laws of Purchaser; or (b) any statute, law or regulation applicable to Purchaser or any agreement or instrument to which Purchaser is a party.

5.4 Issuance of Consideration Shares

The board of directors of the Purchaser have reserved and allotted a sufficient number of Consideration Shares as are issuable pursuant to this Agreement and, subject to the terms and conditions of the Agreement, such Consideration Shares will be validly issued as fully paid and non-assessable pursuant to the Agreement.

5.5 No Claims

To the knowledge of Purchaser, there are no claims, actions, suits, judgements, litigation or proceedings pending against or affecting Purchaser which will or may have a material adverse effect upon Purchaser or which may prevent the completion of the Transaction, and Purchaser is not aware of any existing ground on which any such claim, action, suit, judgement, litigation or proceeding might be commenced with any reasonable likelihood of success. To the knowledge of Purchaser, there is no inquiry or investigation (whether formal or informal) in relation to Purchaser or its directors or officers commenced or threatened by any relevant securities commission or similar regulatory body having jurisdiction, where the outcome of such inquiry or investigation could have a material adverse effect on Purchaser after giving effect to the Transaction.

5.6 No Finder's Fees

No person or corporation is entitled to a finders fee or other form of compensation from the Purchaser with respect to the Transaction.

5.7 Compliance with Applicable Laws

The Purchaser is conducting its business, in all material respects, in compliance with all Applicable Laws including all applicable laws relating to environmental matters. The Purchaser is not subject to any review or inquiry with respect to any environmental matter pertaining to any of its present or past mineral exploration activities, nor to its knowledge is there any basis therefore.

ARTICLE 6 - COVENANTS

6.1 Reasonable Efforts

Each Party covenants that it will use commercially reasonable efforts to satisfy or cause the satisfaction of the conditions precedent to its obligations hereunder to the extent that same is within its control, and take all other action necessary or advisable to:

- (a) obtain all necessary consents, approvals and authorizations that are required to be obtained by it under any Applicable Laws;
- (b) effect all necessary registrations, filings, and submissions of information requested by any Governmental Body to give effect to the Agreement;
- (c) execute and deliver such instruments, agreements, and documents as may be necessary to carry out and perform all of the terms of this Agreement;
- (d) fulfil all conditions and satisfy all provisions of this Agreement; and
- (e) cooperate with the other Parties in connection with the performance by it of its obligations hereunder.

6.2 Obligations of PURC prior to Closing

From the date hereof until the Closing Date, PURC shall, unless PURC obtains the prior written consent of the Purchaser to the contrary, take all actions necessary to ensure that PURC, shall:

- (a) not, and cause UA92 not to, directly or indirectly, solicit, initiate, assist, facilitate, promote or encourage proposals or offers from, entertain or enter into discussions or negotiations with, or provide information relating to its securities, business, operations, affairs or financial condition to any persons in connection with the acquisition or distribution of any securities of PURC or UA92, as applicable, or any amalgamation, merger, consolidation, arrangement, restructuring, refinancing, sale of any material assets of PURC or UA92, as applicable, unless such action, matter or transaction is part of the transactions contemplated in this Agreement or is satisfactory to, and is approved in writing in advance by the other Party hereto or is necessary to carry on the normal course of business;
- (b) cause UA92 to operate and maintain the UA92 Property in a prudent and businesslike manner in the ordinary course and in a manner consistent with past practice;

- (c) not, and cause UA92 not to, enter into any transaction or material contract, except in its ordinary course of business or as reasonably necessary to give effect to the matters contemplated herein;
- (d) not alter or amend the articles, by-laws or other constating documents of PURC or UA92 in any manner except as required to give effect to the matters contemplated herein or in the Transaction;
- (e) not, and cause UA92 not to:
 - (i) issue any debt, equity or other securities;
 - (ii) borrow money or incur any indebtedness for money borrowed, except in the ordinary course of business;
 - (iii) make loans, advances or other payments, other than in the ordinary course of business or as required in connection with the Transaction;
 - (iv) declare or pay any dividends or distribute any of the properties or assets of PURC or UA92 to shareholders of PURC or UA92, respectively; or
 - (v) dispose of any of PURC's properties or assets (other than in connection with the Transaction); and
- (f) subject to any legal restrictions, cooperate fully with the Purchaser, use all reasonable commercial efforts to satisfy all conditions precedent in this Agreement and assist the Purchaser in its efforts to complete the Transaction.

ARTICLE 7 - SURVIVAL OF REPRESENTATIONS, WARRANTIES, AND COVENANTS

7.1 Survival of Representations, Warranties, and Covenants

The representations and warranties contained in this Agreement shall survive until the Closing Date and be true as of the Closing Date, as though such representations and warranties were made at and as of such time.

7.2 Waiver

A party may waive any of such representations, warranties, covenants or agreements in whole or in part at any time without prejudice to its right in respect of any other breach of the same or any other representation, warranty, covenant or agreement. To be effective any waiver must be delivered in writing to the other Party. Any such waiver will be limited to the specific circumstances for which it is given.

ARTICLE 8 - INDEMNIFICATION

8.1 Indemnification

The Purchaser as one party and PURC as the other party (each such party, an "**Indemnifying Party**") shall indemnify and save harmless the other (the "**Indemnified Party**") from all Losses suffered or incurred by

the Indemnified Party as a result of or arising directly or indirectly out of or in connection with:

- (a) any breach of or inaccuracy of any representation or warranty given by the Indemnifying Party in this Agreement or in any agreement, certificate, or other document delivered pursuant hereto; and
- (b) any breach or non-performance by the Indemnifying Party of any covenant to be performed by it which is contained in this Agreement or any agreement, certificate or other document delivered pursuant hereto,

provided, however, that no Indemnifying Party shall be required to indemnify or save harmless an Indemnified Party unless that Indemnified Party shall have provided notice to the Indemnifying Party in accordance with Section 8.2 on or before the expiration of the Indemnity Term.

Notwithstanding anything to the contrary contained in this Agreement the Vendors shall, severally and not jointly, on a pro rata basis (calculated using the percentage holdings listed in Schedule B) indemnify the Purchaser from all Losses (including, for greater certainty, Environmental Liabilities) relating to a breach of, or non-compliance with, Environmental Laws or Environmental Permits relating to the UA92 Property occurring up to and including the Closing Date, provided that any valid Claim against the Vendors from all Losses (including, for greater certainty, Environmental Liabilities) relating to a breach of, or non-compliance with, Environmental Laws or Environmental Permits relating to the UA92 Property occurring up to and including the Closing Date will be limited to the value of the individual Consideration Shares received by the respective Vendor as per **Schedule "B"**.

8.2 Notice

In the event that an Indemnified Party shall become aware of any claim, proceeding or other matter (a "**Claim**") in respect of which the Indemnifying Party agreed to indemnify the Indemnified Party pursuant to this Agreement, the Indemnified Party shall promptly give written notice thereof to the Indemnifying Party. Such notice shall specify whether the Claim arises as a result of a claim by a Person against the Indemnified Party (a "**Third Party Claim**") or whether the Claim does not so arise (a "**Direct Claim**"), and shall also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Claim; and
- (b) the amount of the Claim, if known.

8.3 Direct Claims

With respect to any Direct Claim, following receipt of notice from the Indemnified Party of the Claim, the Indemnifying Party shall have 60 days to make such investigation as it considers necessary or desirable. The Indemnified Party shall make available to the Indemnifying Party all information upon which it relies to substantiate the Claim, together with all information the Indemnifying Party may reasonably request. If both Parties agree at or prior to the expiration of such 60-day period (or any mutually agreed-upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the fully agreed-upon amount of the Claim, failing which the matter shall be referred to binding arbitration in such a manner as the parties may agree, or to a court of competent jurisdiction.

8.4 Third Party Claims

With respect to any Third Party Claim, the Indemnifying Party shall have the right to participate in or assume control of the negotiation, settlement or defence of the Claim, and in such event, the Indemnifying Party shall reimburse the Indemnified Party for all of the Indemnified Party's out-of-pocket expenses as a result of such participation or assumption. The Indemnified Party and Indemnifying Party shall cooperate fully with each other in the defence of the Claim, and shall keep each other fully advised with respect thereto, including supplying copies of all relevant documentation promptly as it becomes available.

8.5 Settlement of Third Party Claims

If the Indemnifying Party fails to assume control of the defence of any Third Party Claim within 20 days of the receipt by the Indemnifying Party of notice thereof pursuant to Section 8.2 hereof, the Indemnified Party shall have the exclusive right to contest, settle or pay the amount claimed. Whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnifying Party shall not settle any Third Party Claim without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld.

8.6 Indemnity Term

The mutual indemnification obligation of the Parties shall remain in full force and effect and be binding upon the Parties for a period of two (2) years from the date hereof (the "**Indemnity Term**"). In the event of the absence of any Claim, as from the first day following the completion of the Indemnity Term, each of the Parties hereby waives, releases and forever discharges the other Parties from all Losses existing as of such date or arising thereafter, known and unknown, arising out of or in any way connected with the representations and warranties contained in this Agreement. Any valid Claim against the Vendors will be limited to the value of the individual Consideration Shares received by the respective Vendor as per **Schedule "B"**.

ARTICLE 9 - GENERAL

9.1 Notices

Any notice or other writing required or permitted to be given under this Agreement shall be in writing and shall be sufficiently given if delivered, or if sent by recognised courier or registered mail (registered return receipt requested) at the address set out below or if transmitted by facsimile, email or other form of recorded communication, when received at the addresses set out below and tested prior to transmission to such Party:

- (a) if to PURC or to the Vendors:

Attention: Arnoldus Brand

Email: [Redacted]

With a copy, which shall not constitute notice, to:

Daniel N. Bloch Barrister & Solicitor
100 Richmond Street West, Suite 414
Toronto, Ontario M5H 3K6

Attention: Daniel Bloch
Email: daniel@blochlegal.com

(b) if to Purchaser:

10th Floor, 595 Howe Street
Vancouver, BC V6C 2T5

Attention: Allan Bezanson
Email: [Redacted]

With a copy, which shall not constitute notice, to:

DuMoulin Black LLP
10th Floor, 595 Howe Street
Vancouver, BC V6C 2T5

Attention: Justin Kates
Email: jkates@dumoulinblack.com

or at such other address as the Party to whom such notice is to be given shall have last notified the Party giving the same in the manner provided in this Section 9.1.

Any such notice shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, or if such transmission or delivery is made on a Business day after 5:00 p.m. at the place of receipt, then on the next Business Day). Any such notice sent by prepaid registered mail shall be deemed to have been given and received on the fifth Business Day following the date of its mailing. Any Notice transmitted by facsimile or other form of recorded communication shall be deemed given and received on the first Business Day after its transmission.

9.2 Further Assurances

The Parties shall at all times with reasonable diligence, do all such further acts and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall execute and deliver all such further deeds and documents or instruments required by the other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

9.3 Confidentiality

All information provided by each of the Parties, including any information provided prior to the date of this Agreement, in any form whatsoever, as to the financial condition, business, property, title, assets and affairs of the Parties as may reasonably be requested by the other Party, including all information in this Agreement (the "**Confidential Information**"), will be kept confidential by each Party hereto, notwithstanding the termination of this Agreement, other than information that:

(a) has become generally available to the public;

- (b) was available to a Party hereto or its representatives on a non-confidential basis before the date of this Agreement; or
- (c) has become available to a Party hereto or its representatives on a non-confidential basis from a Person who is not, to the knowledge of such Party or its representatives, otherwise bound by confidentiality obligations to the provider of such information.

No Confidential Information may be released to third parties other than legal counsel and other advisors to the Parties without the consent of the provider thereof, which consent shall not be unreasonably withheld to the extent that such Confidential Information is compelled to be released by legal process to any Governmental Body, or public disclosure document. Notwithstanding any other provision hereof, the Vendors acknowledge and agree that the Purchaser will be required to include a summary of this Agreement and publicly file a copy of this Agreement, and each of the Vendors hereby expressly agrees to such disclosure and public filing. This Section 9.3 shall survive the Closing and the termination of this Agreement.

9.4 Counterparts and Electronic Transmission

This Agreement may be executed and delivered: (a) in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement and binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatory to the original or to the same counterpart; and (b) via (i) facsimile transmission or (ii) other electronic transmission which provides an accurate copy of this Agreement, such electronically-transmitted copies shall be deemed an original.

9.5 Expenses

Each Party shall be responsible for its own costs and expenses in connection with the transactions contemplated by this Agreement (including the fees and expenses of its agents, representatives, advisors, counsel and accountants) necessary for the negotiation, execution, delivery, performance of and compliance with this Agreement.

9.6 Amendment

This Agreement may not be amended or modified except by a written document executed by each of the Parties.

9.7 Waiver

- (a) No failure on the part of any Party to exercise, no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Agreement shall operate as a waiver thereof.
- (b) Except as otherwise expressly provided for herein, no waiver of any provision of this Agreement or consent to any departure by any Party from any provision of this Agreement shall in any event be effective unless it is confirmed in writing, and such waiver or consent shall be effective only in the specific instance, for the specific purpose and for the specific length of time for which it is given.

- (c) The single or partial exercise of any right, power or privilege under this Agreement shall not preclude any other or further exercise thereof.

9.8 Successors and Assigns

This Agreement will be binding upon and enure to the benefit of the Purchaser, UA92 and each of its respective successors and assigns, the Vendors and the successors and permitted assigns of the Vendors. Nothing herein express or implied is intended to confer upon any Person, other than the Parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9.9 Relationship of the Parties

Nothing contained in this Agreement shall be construed to create an association, trust, partnership or joint venture between the Parties. Each Party shall be liable individually and severally for its own obligations under this Agreement.

9.10 Independent Legal Advice

Each of the Parties, respectively, acknowledges, confirms and agrees, in favour of each of the other Parties, that he, she or it had the opportunity to seek and was not prevented nor discouraged by any Party hereto from seeking independent legal advice prior to the execution and delivery of this Agreement and that, in the event that he, she or it did not avail himself, herself or itself with that opportunity prior to signing this Agreement, he, she or it did so voluntarily without any undue pressure and agrees that his, her or its failure to obtain independent legal advice will not be used by him, her or it as a defence to the enforcement of his, her or its obligations under this Agreement.

9.11 Language

This Agreement is being executed in the English language.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF this Agreement has been executed by the Parties intending to be legally bound, have caused this Agreement to be executed by their authorised representatives as of the date first written above.

SIGNED, SEALED AND DELIVERED



GOLD DIGGER RESOURCES INC.

Per: (signed) "Allan Bezanson"

Name: Allan Bezanson

Title: President and CEO

SIGNED, SEALED AND DELIVERED



UA92 PROPRIETARY LIMITED

Per: (signed) "Arno Brand"

Name:

Title:

SIGNED, SEALED AND DELIVERED



PREMIUM URANIUM CORPORATION

Per: (signed) "Arno Brand"

Name: Arno Brand

Title: President

SIGNED, SEALED AND DELIVERED



ARNO BRAND, PRESIDENT OF PREMIUM URANIUM CORPORATION, AS ATTORNEY AND AGENT ON BEHALF OF EACH VENDOR LISTED ON SCHEDULE "B" HERETO

(signed) "Arno Brand"

SCHEDULE "A"

DESCRIPTION OF PROPERTY

The UA92 Property comprises the following Prospecting Licenses in the Republic of Botswana:

NO. 171/2021

NO. 172/2021

No. 173/2021

No. 174/2021

SCHEDULE "B"

SHAREHOLDINGS IN PURC

	Shareholder Name	Number of PURC Shares Held	Number of Consideration Shares Issuable (Pro Rata)
1.	[Redacted]	150,000	103,167
2.	[Redacted]	500,000	343,890
3.	[Redacted]	900,000	619,001
4.	[Redacted]	2,000,000	1,375,558
5.	[Redacted]	400,000	275,112
6.	[Redacted]	1,000,000	687,779
7.	[Redacted]	400,000	275,112
8.	[Redacted]	400,000	275,112
9.	[Redacted]	500,100	343,958
10.	[Redacted]	400,000	275,112
11.	[Redacted]	100,000	68,778
12.	[Redacted]	175,000	120,361
13.	[Redacted]	50,000	34,389
14.	[Redacted]	200,000	137,556
15.	[Redacted]	200,000	137,556
16.	[Redacted]	400,000	275,112
17.	[Redacted]	500,000	343,890
18.	[Redacted]	150,000	103,167
19.	[Redacted]	100,000	68,778
20.	[Redacted]	2,000,000	1,375,558
21.	[Redacted]	700,000	481,445
22.	[Redacted]	62,500	42,986
23.	[Redacted]	400,000	275,112
24.	[Redacted]	1,000,000	687,779
25.	[Redacted]	200,000	137,556
26.	[Redacted]	2,000,000	1,375,558
27.	[Redacted]	1,000,000	687,779
28.	[Redacted]	250,000	171,945
29.	[Redacted]	500,000	343,890
30.	[Redacted]	2,000,000	1,375,558
31.	[Redacted]	200,000	137,556

32.	[Redacted]	500,000	343,890
	TOTAL	19,337,600	13,300,000

SCHEDULE "C"

FORM OF LOCK-UP AGREEMENT

(See attached)

Gold Digger Resources Inc.

Lock-Up Agreement

[●], 2024

Re: Gold Digger Resources Inc. (the "Company") - Lock-Up Agreement

Capitalized terms used herein shall have the meanings ascribed to them in the share purchase agreement dated March 6, 2024 between the Company, Premium Uranium Corporation, each of the former shareholders of PURC, and UA92 (Pty) Ltd.

For other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that it will not, directly or indirectly, without the prior written consent of the Company, option, sell, convey, convert, transfer, pledge, encumber, grant a security interest in, hypothecate, assign, gift or otherwise dispose of (collectively "**Dispose**"), or announce any intention to Dispose of any of the common shares of the Company beneficially owned by the undersigned (the "**Locked-Up Securities**") on or before the date such Locked-Up Securities are released in accordance with the release schedule set forth below:

Release Date	Percentage of Locked-Up Securities to be released on each Release Date
6 months after Closing Date	16.66%
12 months after Closing Date	16.66%
18 months after Closing Date	16.67%
24 months after Closing Date	16.67%
30 months after Closing Date	16.67%
36 months after Closing Date	16.67%

The restrictions set forth in the foregoing release schedule are in addition to any other restrictive legends previously attached to the Locked-Up Securities or otherwise required by applicable securities laws, and the undersigned agrees that a legend reflecting the foregoing release schedule will be affixed to the Locked-Up Securities.

The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of any Locked-Up Securities even if such Locked-Up Securities would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Locked-Up Securities or with respect to any security that includes, relates to, or derives any significant part of its value from the common shares of the Company.

Notwithstanding the foregoing, the undersigned may transfer the Locked-Up Securities to a third party, provided that any transferee shall first enter into a written agreement whereby such transferee agrees to assume all obligations of the undersigned under the terms of this Agreement and the obligations of the undersigned pursuant to the voting support agreement between the undersigned and the Company of even date.

It is further agreed that this Agreement shall neither limit nor restrict the ability of the undersigned to sell, transfer, or dispose of any and all of the Locked-Up Securities pursuant to a *bona fide* written offer (whether solicited or unsolicited) by a person unaffiliated with the Company (a) made to every holder of common shares of the Company on the same basis, whether by way of take-over bid, or any other similar transaction ("**Transaction**") and (b) recommended by the board of directors of the Company, provided that if such Transaction is not completed, the provisions of this Agreement remain in force and effect.

The undersigned represents, warrants and, where applicable, covenants to the Company as follows and acknowledges that the Company is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

- (a) if the undersigned is:
 - (i) a corporation, the undersigned is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Agreement and to carry out and perform its covenants and obligations under the terms of this Agreement and the entering into of this Agreement and the transactions contemplated hereby will not result in the violation of any of the terms and provisions of any law applicable to, or the constating documents of, the undersigned or of any agreement, written or oral, to which the undersigned may be a party or by which the undersigned is or may be bound;
 - (ii) a partnership, syndicate or other form of unincorporated organization, the undersigned has the necessary legal capacity and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof; or
 - (iii) an individual, the undersigned has the legal capacity and competence to enter into and to execute this Agreement and to observe and perform his or her covenants and obligations hereunder;
- (b) the execution and delivery of this Agreement by the undersigned and the performance by it of its obligations hereunder have been duly authorized and no other proceedings on its part are necessary to authorize this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered by the undersigned and constitutes a legal, valid and binding obligation, enforceable by the Company against the undersigned in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy,

insolvency or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought;

- (c) the undersigned is the sole beneficial owner of the Locked-Up Securities listed opposite the undersigned's name on Appendix "A" to this Agreement; and
- (d) the undersigned now has, and for the duration of this Agreement will have, good and marketable title to the Locked-Up Securities, free and clear of all liens, encumbrances, and claims whatsoever.

This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and the undersigned irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia.

[Remainder of page intentionally left blank]

The undersigned further understands that this Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns.

Very truly yours,

[Non-Individual Name of Holder]

Per: _____
Authorized Signatory

OR

[Individual Name of Holder]

APPENDIX "A"

SECURITIES OF GOLD DIGGER RESOURCES INC. TO BE SUBJECT TO THIS LOCK-UP AGREEMENT

Name	Locked-Up Securities	Registered holder if different from beneficial owner

SCHEDULE "D"

FORM OF VOTING SUPPORT AGREEMENT

(See attached)

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of the [●] day of [●], 2024.

AMONG:

GOLD DIGGER RESOURCES INC.

(the “Company”)

- and -

[INSERT NAME OF SHAREHOLDER],

(the “Shareholder”)

WHEREAS the Shareholder is the direct or indirect registered and/or beneficial owner of, or has the power to control or direct, that number of issued and outstanding common shares in the capital of the Company (the “Shares”), set forth on Appendix “A” attached to this Agreement.

AND WHEREAS the Shareholder is party to a share purchase agreement dated March 6, 2024 between the Company, Premium Uranium Corporation, each of the former shareholders of PURC, and UA92 (Pty) Ltd. (the “Share Purchase Agreement”).

AND WHEREAS the Shareholder is party to a lock-up agreement of even date between the Company and the Shareholder (the “Lock-Up Agreement”).

AND WHEREAS the Shareholder has agreed to support the election of the Directors (as defined herein) to the board of directors of the Company (the “Board”) at any Shareholder Meeting (as defined herein) for a period of 12 months from the date hereof.

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

All terms used in this Agreement that are not defined herein and that are defined in the Share Purchase Agreement shall have the respective meanings ascribed to them in the Share Purchase Agreement. For the purposes of this Agreement:

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

“Directors” means the directors nominated for election by management of the Company at any Shareholder Meeting held within 12 months of the date hereof;

“Shareholder Meeting” means any shareholder meeting of the shareholders of the Company, including any adjournment or postponement thereof, to be called and held to consider the appointment of directors of the Company.

“Subject Shares” means all of the common shares of the Company owned legally and/or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises control or direction, which, as at the date hereof, are set forth on Appendix “A” to this Agreement.

ARTICLE 2 COVENANTS

Section 2.1 General Covenants of the Shareholder

The Shareholder hereby covenants and agrees in favour of the Company that, from the date hereof until the termination of this Agreement in accordance with Article 4:

- (a) at any Meeting (or at any adjournment or postponement thereof), the Shareholder shall cause its Subject Shares (which have a right to be voted at the Meeting) to be counted as present (in person or by proxy) for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Shares (which have a right to be voted at such meeting) in favour of the appointment of the Directors to the Board;
- (b) the Shareholder agrees not to, directly or indirectly:
 - (i) make, solicit, assist, initiate, facilitate or knowingly encourage (including by way of furnishing information or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or could reasonably be expected to constitute or lead to other shareholders withholding their votes for the Directors;
 - (ii) make any statements which may reasonably be construed as being against the election of the Directors to the Board;
 - (iii) take any other action of any kind which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the election of the Directors to the Board; or
 - (iv) otherwise cooperate in any way with any effort or attempt by any other person or group to do or seek to do any of the foregoing.

Section 2.2 Shareholder Acknowledgement

The Shareholder acknowledges and agrees that if the Shareholder acquires any additional Shares, including, but not limited to, additional Shares acquired upon the exercise of options or warrants,

then such additional Shares shall be deemed to be Subject Shares for the purposes of this Agreement and the Shareholder shall abide by the terms of this Agreement in respect of such Shares.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Company as follows, and acknowledges that the Company is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) **Incorporation; Capacity; Authorization.** Where the Shareholder is a corporation, it is a corporation duly incorporated, amalgamated or organized, as applicable, and validly existing under the laws of the jurisdiction of its incorporation, organization or formation as applicable, and has all requisite corporate power, capacity and authority and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder. Where the Shareholder is an individual, he or she has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of his or her obligations under this Agreement.
- (b) **Enforceable.** This Agreement has been duly executed and delivered by the Shareholder, and constitutes a legal, valid and binding agreement of the Shareholder enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (c) **Ownership of Subject Shares.** The Shareholder or his, her or its affiliates holds, beneficially owns (directly or indirectly) and has sole voting and/or dispositive power over all of the Subject Shares set out next to the Shareholder's name in Appendix A. Other than the Subject Shares listed in Appendix A, no equity or voting shares or securities of the Company convertible into equity or voting shares are beneficially owned or controlled by the Shareholder or the Shareholder's affiliates.
- (d) **No Breach.** The execution and delivery of this Agreement by the Shareholder, the consummation by the Shareholder of the transactions contemplated hereby, and the compliance by the Shareholder with any of the provisions hereof, will not constitute a violation of or default under, or conflict with, any restriction of any kind or any contract, commitment, agreement, understanding or arrangement to which it is a party or by which it is bound, other than as would not be reasonably expected to have a materially adverse effect on the Shareholder's ability to perform its obligations hereunder.
- (e) **No Proceedings.** There are no claims, actions, suits, arbitrations, inquiries, investigations or proceedings pending, or, to the knowledge of the Shareholder, threatened against the Shareholder that, individually or in the aggregate, could

reasonably be expected to have an adverse effect on the Shareholder's ability to enter into this Agreement or perform its obligations hereunder. The Shareholder is not subject to any outstanding judgment, order, writ, injunction or decree that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Shareholder's ability to enter into this Agreement or perform its obligations hereunder.

- (f) **No Agreements.** No person has any agreement or option, or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Shares, or any interest therein or right thereto, except pursuant to this Agreement or the Share Purchase Agreement.
- (g) **Voting.** The Shareholder has the sole and exclusive right to enter into this Agreement and to vote the Subject Shares (which have a right to be voted) as contemplated herein. Other than pursuant to this Agreement, none of the Subject Shares is subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.
- (h) **Consents.** Neither the execution and delivery of this Agreement by the Shareholder, nor the compliance by the Shareholder with any of the provisions hereof will require, on the part of the Shareholder, any filing with (other than pursuant to the requirements of applicable Laws (which filings, if any, the Shareholder will undertake)), or permit, authorization, consent or approval of, any governmental authority or any other person, or violate or conflict with any judgment, order, notice, decree, statute, Law, ordinance, rule or regulation applicable to the Shareholder.

ARTICLE 4 TERMINATION

Section 4.1 Automatic Termination

This Agreement shall automatically terminate on [*insert date which is 12 months from the date of this Agreement*].

Section 4.2 Effect of Termination

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void and no party shall have liability to any other party (or any shareholder, director, officer, employee, agent, consultant or representative of such party) and the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given with respect of the Subject Securities; provided that neither the termination of this Agreement nor anything contained in Article 4 will relieve any party from any liability for any breach by it of this Agreement prior to such termination.

ARTICLE 5 GENERAL

Section 5.1 Further Assurances

Each of the Shareholder and the Company will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require and at the requesting party's cost to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

Section 5.2 Time of the Essence

Time is of the essence in this Agreement.

Section 5.3 Governing Law

This Agreement shall be governed by, and be construed in accordance with, the Laws of the Province of British Columbia and the Laws of Canada applicable therein but the reference to such Laws shall not, by conflict of laws rules or otherwise, require the application of the Law of any jurisdiction other than the Province of British Columbia.

Section 5.4 Transfer and Assignment

The Shareholder may transfer the Subject Shares and its obligations under this Agreement to a third party, provided that any transferee shall first enter into a written agreement whereby such transferee agrees to assume all obligations of the undersigned under the terms of both this Agreement and the Lock-Up Agreement.

Section 5.5 Entire Agreement

This Agreement, including the schedules hereto, constitutes the entire agreement between the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

Section 5.6 Independent Legal Advice

The Shareholder acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that the Shareholder has either done so or waived their right to do so in connection with the entering into of this Agreement.

Section 5.7 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

Section 5.8 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other

provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 5.9 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by electronic copy) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

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

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

[NAME OF CORPORATE SHAREHOLDER]

By: _____
Authorized Signing Officer

OR

[Individual Name of Holder]

GOLD DIGGER RESOURCES INC.

By: _____
Authorized Signing Officer

APPENDIX "A"

SECURITIES OF GOLD DIGGER RESOURCES INC. TO BE SUBJECT TO THIS VOTING SUPPORT AGREEMENT

Name	Securities	Registered holder if different from beneficial owner