

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (this “**Agreement**”) is made effective as of the 26th day of September, 2024 (the “**Execution Date**”)

AMONG:

PUREWAVE HYDROGEN CORP., a company incorporated under the laws of the state of Colorado and having an office at 3400 East Bayaud Avenue, Suite 400, Denver, Colorado, 80209

(the “**Target**”)

AND:

EACH OF THE SHAREHOLDERS OF THE TARGET, as set out in Schedule A attached hereto

(each, a “**Target Shareholder**” and, collectively, the “**Target Shareholders**”)

AND:

LONGHORN EXPLORATION CORP., a company incorporated under the laws of British Columbia and having an office located at Suite 228, 1122 Mainland Street, Vancouver, British Columbia, V6B 5L1

(the “**Purchaser**”)

WHEREAS:

A. The Purchaser is a corporation existing under the laws of British Columbia and a reporting issuer in British Columbia and Alberta, and the Purchaser Shares (as defined herein) are listed for trading on the Exchange (as defined herein) under the symbol “LEX”;

B. The Target is a private corporation existing under the laws of Colorado which holds certain Hydrogen Lease Agreements (as defined herein) in certain lands that are prospective for hydrogen, located in Kansas, USA (collectively the “**Properties**”);

C. The Target Shareholders are, as at the date hereof, the registered, legal and beneficial owners of all of the issued and outstanding Target Shares (as defined herein), which will constitute all of the issued and outstanding Target Securities (as defined herein) as at the Closing (as defined herein); and

D. Upon the terms and subject to the conditions set forth in this Agreement, the Target Shareholders have agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Target Shareholders, all of the Target Shareholders’ legal and beneficial interest in the Target Shares, such that, immediately following the Closing, all of the Target Shares will be owned by the Purchaser, and the Target will be a wholly-owned subsidiary of the Purchaser.

THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Target, the Target Shareholders and the Purchaser (each, a **"Party"** and, together, the **"Parties"**) covenant and agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement, the following words and phrases will have the following meanings:

- (a) **"Affiliate"** means a company that is affiliated with another company as described below. A company is an Affiliate of another company if (a) one of them is the subsidiary of the other, or (b) each of them is controlled by the same person. A company is "controlled" by a person if (a) voting securities of the company are held, other than by way of security only, by or for the benefit of that person, and (b) the voting securities, if voted, entitle the person to elect a majority of the directors of the company. A person beneficially owns securities that are beneficially owned by (a) a company controlled by that person, or (b) an Affiliate of that person or an Affiliate of any company controlled by that person;
- (b) **"Agreement"** has the meaning set forth on page 1 hereto;
- (c) **"Applicable Laws"** means, with respect to any Person, any domestic (whether federal, provincial, state, territorial, municipal or local) or foreign statutes, laws, ordinances, rules, administrative interpretations, regulations, Orders, writs, injunctions, directives, judgments, decrees or other requirements of any Governmental Body (as defined herein) applicable to such Person or any of its Affiliates or any of their respective properties, assets, employees, consultants or agents (in connection with such employee's, consultant's or agent's activities on behalf of such Person or any of its Affiliates), including Applicable Securities Laws (as defined herein);
- (d) **"Applicable Securities Laws"** means all applicable securities laws in all jurisdictions relevant to the issuance of securities of the Purchaser pursuant to the terms of this Agreement, including without limitation, the U.S. Securities Act and the Exchange Policies (as defined herein);
- (e) **"Business Day"** means any day on which commercial banks are generally open for business in the City of Vancouver, British Columbia other than a Saturday, a Sunday or a day observed as a holiday in the City of Vancouver, British Columbia;
- (f) **"Closing"** means the closing of the Transaction pursuant to the terms of this Agreement;
- (g) **"Closing Date"** means the date of Closing;
- (h) **"Code"** means the United States Internal Revenue Code of 1986, as amended;

- (i) “**Consideration Shares**” means the aggregate of 17,200,000 fully paid and non-assessable Purchaser Shares to be issued to the Target Shareholders at the Closing in accordance with Section 2.1, and “**Consideration Share**” means any one of them;
- (j) “**Contract**” means any contract, agreement, option, lease, license, sale and purchase order, commitment, understanding or other right or obligation of any kind, whether written or oral, to which any Party, or any Affiliate thereof, is a party, or is bound or affected, or to which any of its respective properties or assets is subject;
- (k) “**Disclosure Record**” means the disclosure documents of the Purchaser as filed on SEDAR+ under the Purchaser’s profile at www.sedarplus.ca;
- (l) “**Encumbrances**” means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered) and includes a security interest, mortgage, easement, adverse ownership interest, defect on title, condition, right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, hypothec, pledge, deposit by way of security, hypothecation, assignment, charge, security under Sections 426 or 427 of the *Bank Act* (Canada), trust or deemed trust, voting trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive licence or sole licence, or any other right, option or claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof, affecting the Target, the Purchaser, the Target Securities or the Consideration Shares;
- (m) “**Exchange**” means the TSX Venture Exchange;
- (n) “**Exchange Policies**” means the rules and policies of the Exchange in effect as at the Closing Date;
- (o) “**Execution Date**” has the meaning set forth on page 1 of this Agreement;
- (p) “**Exemptions**” has the meaning set forth in Section 2.4(a);
- (q) “**Governmental Body**” means: (a) any governing body of any nation, state, province, county, city, town, village, district or other jurisdiction of any nature, (b) federal, state, provincial, local, municipal, foreign or other government, (c) any governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal), (d) any multi-national organization or body, or (e) anybody exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including any arbitrator;
- (r) “**Hydrogen Lease Agreements**” means the:
 - (i) Oil and Gas Lease between Kirk D. Zerbe Trust dated November 12, 2018 and Patricia Zerbe, and Brooks Energy Company dated the 11th day of March, 2024;

- (ii) Oil and Gas Lease between Nyla M. Zerbe, Kirk D. Zerbe Trust dated November 12, 2018 and Patricia Zerbe, and Brooks Energy Company dated the 11th day of March, 2024;
 - (iii) Oil and Gas Lease between Irene H. Thoes Trust dated November 13, 2002, c/o Charles S. Arthur, III, Trustee, and Brooks Energy Company dated the 13th day of March, 2024;
 - (iv) Oil and Gas Lease between Eddie Keller and Jean Keller, and Brooks Energy Company dated the 18th day of April, 2024; and
 - (v) Oil and Gas Lease between James B. Karr and Laurel A. Karr and Brooks Energy Company dated the 14th day of August, 2024;
- (s) **“Lien”** means any lien, claim, charge, pledge, hypothecation, security interest, mortgage, restriction, assignment, trust or deemed trust, title defect or objection, title retention agreement, option or encumbrance of any nature or kind whatsoever, whether contractual, statutory or otherwise arising, other than: (a) statutory liens for Taxes not yet due and payable, and (b) such imperfections of title, easements and Encumbrances, if any, that will not result in a Material Adverse Effect;
- (t) **“Material Adverse Effect”** means, when used in connection with a Person, any change, event, violation, inaccuracy, circumstance or effect that is reasonably to be expected to result in losses, individually or in the aggregate, of at least \$10,000, or could reasonably be expected to be materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, financial condition or results of operations of such Person or any Affiliate thereof, other than any change, event, circumstance or effect to the extent resulting from: (a) the announcement of the execution of this Agreement and the transactions contemplated hereby, (b) changes in legal or regulatory conditions generally affecting the Target Business or the Purchaser Business, except that any such change, effect, event or occurrence will be considered in determining whether there has been, or will be, a Material Adverse Effect if the same disproportionately affects the Target, the Purchaser, the Purchaser Business or the Target Business, or (c) changes in the capital markets generally;
- (u) **“Material Contracts”** means any Contract or other obligation or right (and all amendments, modifications and supplements thereto to which the Target is a party affecting the obligations of the Target thereunder) to which the Target is a party or by which any of its properties or assets are bound that are material to the Target Business, properties or assets of either the Target and to the extent any of the following are material to, as applicable, the Target Business, properties or assets of the Target, all: (a) employment, severance, personal services, consulting, non-competition or indemnification Contracts (including any Contract to which the Target is a party involving employees, as applicable), (b) Contracts granting a right of first refusal or first negotiation, (c) partnership or joint venture Contracts, (d) Contracts for the acquisition, sale, lease, exploration or production of material properties or assets of either the Target (by purchase or sale of assets, shares or otherwise), (e) Contracts with any Governmental Body, (f) loan or credit Contracts, instruments evidencing indebtedness for borrowed money by the Target or any such Contract pursuant to which indebtedness for borrowed money may be

incurred, (g) Contracts that purport to limit, curtail or restrict the ability of either the Target to compete in any geographic area or line of business, as applicable, (h) commitments or understandings to enter into any of the foregoing, and (i) all Contracts that provide for annual payments to or from the Target in excess of \$10,000 per annum;

- (v) **“Order”** means any award, decision, injunction, judgment, order, ruling, subpoena or verdict entered, issued, made or rendered by any Governmental Body;
- (w) **“Organizational Documents”** means: (a) the certificate of incorporation, articles, bylaws or other constating documents of a Person, (b) any charter or similar document adopted or filed in connection with the creation, formation or organization of a Person, and (c) any amendment to any of the foregoing;
- (x) **“Party”** and **“Parties”** have the meaning set forth on page 2 of this Agreement;
- (y) **“Person”** is to be construed broadly and includes an individual, sole proprietor, corporation, body corporate, partnership, joint venture, association, trust, unincorporated organization, Governmental Body, or any other entity, or any trustee, executor, administrator or other legal representative thereof;
- (z) **“Proceeding”** means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted, heard by or before, or otherwise involving, any Governmental Body;
- (aa) **“Properties”** has the meaning set forth on page 1 of this Agreement and shown in Schedule C;
- (bb) **“Purchase Price”** means the aggregate purchase price payable by the Purchaser to the Target Shareholders, which will be payable in accordance with Section 2.1 by the issuance of Consideration Shares;
- (cc) **“Purchaser”** has the meaning set forth on page 1 of this Agreement;
- (dd) **“Purchaser Board”** means the board of directors of the Purchaser;
- (ee) **“Purchaser Business”** means all business conducted by the Purchaser at any time prior to or following the Closing;
- (ff) **“Purchaser Shares”** means the common shares in the capital of the Purchaser and **“Purchaser Share”** means any one of them;
- (gg) **“SEC”** means the United States Securities and Exchange Commission;
- (hh) **“SEDAR+”** means the System for Electronic Document Analysis and Retrieval Plus;
- (ii) **“Target”** has the meaning set forth on page 1 of this Agreement;
- (jj) **“Target Board”** means the board of directors of the Target;

- (kk) **"Target Business"** means all business conducted by the Target at any time prior to the Closing;
- (ll) **"Target Disclosure Letter"** has the meaning set forth in Section 3.7 of this Agreement;
- (mm) **"Target Financial Statements"** has the meaning set forth in Section 3.14 of this Agreement;
- (nn) **"Target Securities"** means all of the Target Shares and any other securities or other indebtedness of the Target convertible or exercisable into, or exchangeable for, Target Shares;
- (oo) **"Target Shareholder"** has the meaning set forth on page 1 of this Agreement; (pp) **"Target Shareholder Certificate"** means the Target Shareholder Certificate, in the form attached hereto as Schedule B;
- (qq) **"Target Shares"** means all of the issued and outstanding shares in the capital of the Target, being 17,200,000 common shares in the capital of the Target as of the Execution Date;
- (rr) **"Tax"** means, with respect to any Person, any tax, assessment, charge, dues, duty, rate, fee, impost, levy or similar charge of any kind, lawfully levied, assessed or imposed by any Governmental Body, including any income tax (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and capital tax, gross receipts tax, environmental tax or charge, sales tax, use tax, ad valorem tax, value added tax, transfer tax (including, without limitation, any tax relating to the transfer of interests in real property or entities holding interests therein), franchise tax, license tax, withholding tax, health tax, payroll tax, employment tax, pension plan premium, excise tax, severance, social security, workers' compensation, employment insurance or compensation tax, mandatory pension or other social fund tax or premium, stamp tax, occupation tax, premium tax, property tax, windfall profits tax, alternative or add-on minimum tax, goods and services tax, harmonized sales tax, customs duties or other tax, fee, import, assessment or charge of any kind whatsoever, or any instalment in respect thereof, together with any interest and any penalty or additional amount imposed by any Governmental Body (domestic or foreign) on such Person, and any interest, penalty, additional tax or addition to tax imposed with respect to the foregoing, whether disputed by such Person or not;
- (ss) **"Taxes"** means all U.S. federal, state, local, or non-U.S. net income, gross income, gross receipts, license, registration, windfall profits, environmental, capital stock, social security (or similar, including FICA), unemployment, disability, real property, personal property, sales, use, value added, alternative or add-on minimum, ad valorem, transfer, franchise, profits, withholding, payroll, employment, estimated, excise, severance, stamp, occupation, premium, customs, duties or other taxes of any kind, together with any interest and any penalties, additions to tax or additional amounts imposed by any taxing authority.

- (tt) “**Tax Act**” means the *Income Tax Act* (Canada), as amended and the regulations thereunder, as amended;
- (uu) “**taxing authority**” means any Governmental Body exercising regulatory authority in respect of taxes.
- (vv) “**Tax Return**” means any return, declaration, report, claim for refund, or information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof, filed or required to be filed with any taxing authority.
- (ww) “**Transaction**” means the acquisition by the Purchaser of all of the Target Securities from the Target Shareholders and all other transactions contemplated by this Agreement;
- (xx) “**Transaction Documents**” means this Agreement and all such further documents, agreements and instruments required to be executed or filed by any Party or any Affiliate thereof to effect the consummation of the acquisition by the Purchaser of all of the Target Securities from the Target Shareholders (all of which will be in form and content reasonably satisfactory to each Party) pursuant to the requirements of Applicable Laws relating to the acquisition by the Purchaser of all of the Target Shares from the Target Shareholders, or by any other Governmental Body having jurisdiction, in order to carry out the terms and objectives of this Agreement;
- (yy) “**U.S. Purchaser**” means a (a) U.S. person as that term is defined in Rule 902(o) of Regulation S promulgated under the U.S. Securities Act, (b) any person receiving securities on behalf or for the account or benefit of any “U.S. Person” or any person in the United States, (c) any person that receives or received an offer of the securities while in the United States, (d) any person that is in the United States at the time this Agreement was executed or delivered. “U.S. person” includes but is not limited to (i) any natural person resident in the United States; (ii) any partnership or corporation organized or incorporated under the laws of the United States; (iii) any partnership or corporation organized outside the United States by a U.S. person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts; (iv) any estate or trust of which any executor or administrator or trustee is a U.S. person; and
- (zz) “**U.S. Securities Act**” means the United States *Securities Act of 1933*, as amended; and

1.2 Interpretation

For the purposes of this Agreement, except as otherwise expressly provided herein:

- (a) all references in this Agreement to a designated article, section or schedule is to the designated article, section or schedule of or to this Agreement, unless otherwise specifically stated;
- (b) the words “herein”, “hereof” and “hereunder”, and other words of similar import, refer to this Agreement as a whole and not to any particular article, section or schedule;
- (c) the singular of any term includes the plural and vice versa, and the use of any term is equally applicable to any gender and any Person;
- (d) the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto);
- (e) except as otherwise provided, any reference to a statute includes, and is a reference to, such statute and to the regulations made pursuant thereto with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which have the effect of supplementing or superseding such statute or such regulations;
- (f) where the phrase “to the best of the knowledge of” or phrases of similar import are used in this Agreement, it will be a requirement that the Person in respect of whom the phrase is used will have made such due enquiries as are reasonably necessary to enable such Person to make the statement or disclosure;
- (g) the headings to the articles and sections of this Agreement are inserted for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (h) any reference to a corporate entity includes, and is also a reference to, any corporate entity that is a successor to such entity;
- (i) the representations, warranties, covenants and agreements contained in this Agreement will not merge at the Closing and will continue in full force and effect from and after the Closing for the applicable period set out in this Agreement; and
- (j) unless otherwise specifically noted, all references to currency are to Canadian dollars (\$). If it is necessary to convert money from another currency to Canadian dollars, such money will be converted using the exchange rates in effect at the date of payment.

1.3 Schedules

The following are the schedules to this Agreement:

Schedule A	—	Target Shareholders and Consideration Shares
Schedule B	—	Target Shareholder Certificate
Schedule C	—	Map of the Properties

ARTICLE 2 **PURCHASE AND SALE**

2.1 Purchase of Target Shares

Subject to the terms and conditions of this Agreement, the Purchaser irrevocably agrees to acquire the Target Shares (which will represent all of the Target Securities outstanding at the Closing) from the Target Shareholders, and each of the Target Shareholders irrevocably agrees to sell, assign and transfer its respective Target Shares to the Purchaser, free and clear of all Liens, on the terms and conditions set forth in this Agreement in consideration for the issuance by the Purchaser of 17,200,000 Consideration Shares to the Target Shareholders on a pro rata basis, as set out in Schedule A, at a deemed price equal to \$0.25 per Consideration Share, such that, immediately following the Closing, all of the issued and outstanding Target Securities will be owned by the Purchaser and the Target will become a wholly-owned subsidiary of the Purchaser.

2.2 No Fractional Consideration Shares

Notwithstanding any other provision of this Agreement, no fractional Consideration Shares will be issued in the Transaction. In lieu of any such fractional securities, any Target Shareholder entitled to receive a fractional number of Consideration Shares will have such fraction rounded down to the nearest whole number of applicable Consideration Shares.

2.3 Restricted Securities

The Consideration Shares will be subject to a “Surplus Security Escrow Agreement” as such term is defined in Exchange policy 5.4.

2.4 Exemptions

Each of the Target Shareholders hereby acknowledges and agrees with the Purchaser as follows:

- (a) the transfer of the Target Shares to the Purchaser and the issuance of the Consideration Shares, as applicable, to the Target Shareholders, will be made pursuant to appropriate exemptions (the “**Exemptions**”) from the formal takeover bid, tender offer, and registration and prospectus (or equivalent) requirements of Applicable Securities Laws;
- (b) as a consequence of acquiring the Target Shares and issuing the Consideration Shares pursuant to the Exemptions:
 - (i) the Purchaser is relying on exemptions from the requirements to provide the Target Shareholders with a prospectus and to sell securities through a

- Person registered to sell securities under Applicable Securities Laws and, as a consequence of acquiring securities pursuant to such exemptions, certain protections, rights and remedies provided by Applicable Securities Laws, including statutory rights of rescission or damages, will not be available to the Target Shareholders;
- (ii) the Target Shareholders may not receive information that might otherwise be required to be provided to the Target Shareholders, and the Purchaser is relieved from certain obligations that would otherwise apply under Applicable Securities Laws if the Exemptions were not being relied upon by the Purchaser;
 - (iii) there is no government or other insurance covering the Consideration Shares;
 - (iv) there are risks associated with the acquisition by the Target Shareholders of the Consideration Shares; and
 - (v) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Consideration Shares;
- (c) each of the Target Shareholders is knowledgeable of, or has been independently advised as to, the Applicable Laws of that jurisdiction which applies to the sale of the Target Shares and the issuance of the Consideration Shares and which may impose restrictions on the resale of such Consideration Shares in that jurisdiction and it is the responsibility of each Target Shareholder to become aware of what those trade restrictions are, and to comply with them before selling any Consideration Shares;
- (d) the Consideration Shares may be subject to certain resale restrictions under Applicable Securities Law, and the Target Shareholders agree to comply with such restrictions and the Target Shareholders also acknowledge that the certificates for the Consideration Shares may bear an applicable legend or legends respecting restrictions on transfers as required under Applicable Securities Law (or legend notation on each applicable Consideration Shares issued electronically in a direct registration system), and that each Target Shareholder has been advised to consult the Target Shareholder's own legal advisor with respect to applicable resale restrictions and that each is solely responsible for complying with such restrictions; and
- (e) the Consideration Shares will be subject to a Surplus Security Escrow Agreement pursuant to Exchange policy 5.4 and each of the Target Shareholders will execute an Exchange Form 5D with schedule B(4).

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE TARGET AND THE TARGET
SHAREHOLDERS

As of the Execution Date and the Closing Date, the Target makes the following representations to the Purchaser and acknowledges and agrees that the Purchaser is relying upon such

representations and warranties in connection with the execution, delivery and performance of this Agreement:

3.1 Organization and Good Standing of the Target

- (a) The Target is a corporation duly organized, validly existing and in good standing under the laws of the State of Colorado, USA.
- (b) The Target has full corporate power, authority and capacity to conduct its business as it has been and is presently conducted, to own, operate or use the properties and assets that it purports to own, operate or use, and to perform all of its obligations under any applicable Contracts.
- (c) The Target is duly qualified or licensed to conduct business and is in good standing under the laws of each jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties or assets makes such qualification or licensing necessary, other than where the failure to be so qualified or licensed, individually or in the aggregate, is not material. No proceedings have been taken or authorized by the Target or, to the knowledge of the Target, any other Person, with respect to bankruptcy, insolvency, liquidation, dissolution or winding up of the Target.

3.2 Capitalization of the Target

- (a) The authorized share capital of the Target consists of up to 100,000,000 common shares without par value, of which, as of the Execution Date, only the Target Shares are issued and outstanding. All of the Target Shares have been duly authorized, are validly issued, fully paid and non-assessable, with no obligation to make further payments to the Target for the purchase of Target Shares or contributions to the Target solely by reason of the ownership of the Target Shares.
- (b) Each Target Shareholder is the record and beneficial owner of the number of the issued and outstanding Target Shares set forth opposite such Target Shareholder's name on Schedule A attached hereto.
- (c) The Target is not a reporting issuer, as that term is defined by Applicable Securities Laws, there is no published market for the Target Shares and the number of holders of common shares in the capital of the Target as at the date hereof is not more than 50, exclusive of holders who (i) are in the employment of the Target or an affiliate of the Target, or (ii) were formerly in the employment of the Target or in the employment of an entity that was an affiliate of the Target at the time of that employment and who while in that employment were, and have continued after that employment to be, security holders of the Target.
- (d) All Target Shares have been issued in compliance with all Applicable Laws. None of the Target Shares were issued in violation of any agreement, arrangement or commitment to which the Target is a party or is subject to or in violation of any preemptive or similar rights of any Person. None of the issued and outstanding Target Shares are subject to vesting or forfeiture conditions or a right of repurchase by the Target. There are no declared but unpaid dividends or other distributions in respect of any Target Shares.

- (e) There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any shares or other securities in the capital of the Target or obligating the Target to issue or sell any shares or other securities of, or any other interest in, the Target. The Target does not have outstanding or authorized any share appreciation, phantom share, profit participation, equity compensation plans or similar rights. There are no voting trusts or agreements, pooling agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Target Shares.

3.3 Absence of Rights to Acquire Securities

No Person has any Contract or right, present or future, contingent, absolute or capable of becoming a Contract, or right, or which, with the passage of time or the occurrence of any event could become a Contract or right:

- (a) to require the Target to issue any further or other shares in its capital or any other security convertible or exchangeable into shares in their respective capital or to convert or exchange any securities into or for shares in their respective capital;
- (b) for the issue or allotment of any unissued shares in the capital of either the Target;
- (c) to require the Target to purchase, redeem or otherwise acquire any of the issued and outstanding shares in the capital of the Target, as applicable; or
- (d) to acquire the Target Shares or any of them.

3.4 Authority

The Target has all requisite power and authority to execute and deliver the Transaction Documents to be signed by it, to perform its obligations thereunder, and to consummate the transactions contemplated hereby. The Target has acquired all necessary corporate or shareholder actions on the part of the Target that are necessary to authorize the Transaction Documents and to consummate the Transaction. This Agreement has been, and the other Transaction Documents when executed and delivered by the Target as contemplated by this Agreement will be, duly executed and delivered by the Target, and this Agreement is, and the other Transaction Documents when executed and delivered by the Target as contemplated hereby will be, valid and binding obligations of the Target, enforceable against the Target in accordance with their respective terms, except as such enforcement may be limited by (i) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors, and (ii) general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

3.5 No Conflict

Neither the execution and delivery of this Agreement, nor the consummation or performance of any of the transactions contemplated herein, will, directly or indirectly (with or without notice or lapse of time or both):

- (a) contravene, conflict with, or result in a violation of any provision of the Organizational Documents of either the Target or any resolution adopted by the Target Board;
- (b) contravene, conflict with, or result in a violation of, any Applicable Laws to which the Target may be subject;
- (c) contravene, conflict with, or result in a violation of, any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any governmental authorization that is held by the Target, or that otherwise relates to the Target Business, as applicable;
- (d) contravene, conflict with, or result in a violation or breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Material Contract;
- (e) result in the imposition or creation of any Liens upon or with respect to any of the Target Shares; or
- (f) require either the Target to obtain any consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the transactions contemplated herein and the consent of the Target's shareholders.

3.6 Subsidiaries

The Target has no subsidiaries.

3.7 Partnerships or Joint Ventures

Other than as disclosed by the Target to the Purchaser, in the Target disclosure letter, delivered by the Target to the Purchaser simultaneous with the execution of this agreement and date hereof (the "**Target Disclosure Letter**") the Target is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind, including as a beneficiary or trustee in any trust arrangement, and is not party to any agreement under which it agrees to carry on any part of the Target Business or any other activity in such manner, or by which the Target agrees to share any revenue or profit with any other Person.

3.8 Title to Personal Property

The Target possesses, and has good and marketable title to, all personal property reasonably necessary for the continued operation of the Target Business, as presently conducted and as represented to the Purchaser. All such property is in reasonably good operating condition (normal wear and tear excepted) and is reasonably fit for the purposes for which such property is presently used. All material equipment, furniture, fixtures and other tangible personal property and other assets reasonably necessary for the continued operation of the Target Business, as presently conducted and as represented to the Purchaser are owned by the Target free and clear of all Liens.

3.9 Title to Real Property

Other than those interests described in the Hydrogen Lease Agreements, the Target has no tangible real property.

3.10 Material Contracts

The Target Disclosure Letter sets forth a complete and accurate list of all Material Contracts. All of the Material Contracts are all valid and subsisting, in full force and effect and unamended, no material default or violation exists in respect thereof on the part of the Target or, to the best of the knowledge of the Target, on the part of any of the other parties thereto. The Target is not aware of any intention on the part of any of the other parties thereto to terminate or materially alter any of the Material Contracts or of any event that, with notice, the lapse of time, or both, will create a material breach or violation thereof or default under any of the Material Contracts, including the Hydrogen Lease Agreements. To the best knowledge of the Target, the continuation, validity, and effectiveness of each Material Contract will in no way be affected by the consummation of the transactions contemplated by this Agreement, including the Hydrogen Lease Agreements. There exists no actual or threatened termination, cancellation, or limitation of, or any amendment, modification, or change to any Material Contract, including the Hydrogen Lease Agreements. Other than pursuant to the Hydrogen Lease Agreements, there are no production royalties, overriding royalties or other burdens on production encumbering the Properties.

3.11 Consents

No authorization, approval, order, license, permit or consent of any Governmental Body or any other Person, and no registration, declaration or filing by the Target with any such Governmental Body or other Person, other than that of the Exchange, is required in order for the Target to:

- (a) consummate the Transaction;
- (b) execute and deliver all of the documents and instruments to be delivered by it or the Target Shareholders under this Agreement;
- (c) duly perform and observe the terms and provisions of this Agreement; or
- (d) render this Agreement legal, valid, binding and enforceable.

3.12 Compliance with Legal Requirements

- (a) To the knowledge of the Target, the Target is, and at all times has been, in full compliance with all requirements of each Governmental Body required for the operation of the Target Business.
- (b) To the knowledge of the Target, the Target is not in violation of any applicable federal, state, territory, municipal or local laws, regulations, orders, government decrees, approvals, licenses, permits or ordinances with respect to environmental, health or safety matters.
- (c) To the knowledge of the Target, no event has occurred or circumstance exists that may (with or without notice or lapse of time) constitute or result, directly or indirectly, in a violation of, or a failure to comply with, any requirement of any

Governmental Body required for the operation of the Target Business, or may result directly or indirectly, in the revocation, withdrawal, suspension, cancellation or termination of, or any modification to, any authorization of any Governmental Body required for the operation of the Target Business.

- (d) The Target has not received any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding any actual, alleged, possible, or potential violation of, or failure to comply with, any requirement of any Governmental Body, or any actual, proposed, possible, or potential revocation, withdrawal, suspension, cancellation, termination of, or modification of any authorization of any Governmental Body.
- (e) To the knowledge of the Target, all applications required to have been filed for the renewal of any authorizations required from any Governmental Body for the operation of the Target Business have been duly filed on a timely basis with each applicable Governmental Body, and all other filings required to have been made with respect to such authorizations have been duly made on a timely basis with each applicable Governmental Body.

3.13 Legal Proceedings

- (a) To the knowledge of the Target, there is no pending Proceeding:
 - (i) that has been commenced by or against the Target or that otherwise relates to or may affect the Target Business; or
 - (ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the transactions contemplated herein.
- (b) To the knowledge of the Target, no Proceeding has been threatened against the Target or with respect to the Target Business, and no event has occurred or circumstance exists, that may give rise to or serve as a basis for the commencement of any such Proceeding.
- (c) There is no Order to which any of the Target or the Target Business is subject.

3.14 Financial Statements

The Target has provided complete and accurate copies of the financial statements of the Target for the period ended May 31, 2024 (the “**Target Financial Statements**”). The Target Financial Statements (i) are complete and accurate in all material respects, (ii) were derived from and prepared in accordance with the underlying books, records and accounts of the Target, (iii) were consistently applied throughout the periods covered thereby and (iv) fairly and accurately present in all material respects the assets, liabilities and financial position of the Target as of the dates thereof and the results of income and changes in shareholders’ equity and cash flows of the Target and its subsidiaries for the periods then ended, in accordance with international financial reporting standards (IFRS).

3.15 Undisclosed Liabilities

The Target does not have any liabilities or obligations of any nature (whether known or unknown and whether accrued, absolute, contingent or otherwise) of a type required to be reflected in, reserved against or otherwise described on a balance sheet that were not disclosed in the Target Financial Statements.

3.16 Change of Control Payments

The Target does not have any obligations or liabilities to pay any amount to its officers, directors, consultants, or employees relating severance, retention, termination or bonus payments as a result of the Transaction.

3.17 Taxes

- (a) The Target has filed all Tax Returns that it was required to file under Applicable Laws. All such Tax Returns were correct and complete in all material respects and were prepared in substantial compliance with all Applicable Laws. All Taxes due and owing by the Company (whether or not shown on any Tax Return) have been paid.
- (b) No claim has ever been made by an authority in a jurisdiction where the Target does not file Tax Returns that the Company is or may be subject to taxation by that jurisdiction.
- (c) There are no liens for Taxes (other than Taxes not yet due and payable) upon any of the assets of the Target.
- (d) The Target has duly and timely deducted, collected or withheld from any amount paid or credited by it to or for the account or benefit of any person and has duly and timely remitted the same (or is properly holding for such remittance) to the appropriate Governmental Body all income taxes, employment insurance premiums, pension plan contributions, employer health Tax remittances, sales Taxes, use Taxes, goods and services Taxes, non-resident withholding Taxes and other Taxes and amounts it is required by Applicable Law to so deduct, or collect or withhold and remit.
- (e) Each Person providing services to or on behalf of the Target has been properly classified as an employee or an independent contractor, as applicable, for purposes of the withholding and payment of Taxes.
- (f) No foreign, federal, state, or local tax audits or administrative or judicial Tax proceedings are pending or being conducted with respect to the Target. The Target has not received from any foreign, federal, state, or local Taxing Authority (including jurisdictions where the Company has not filed Tax Returns) any (i) notice indicating an intent to open an audit or other review, (ii) request for information related to Tax matters, or (iii) notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted, or assessed by any taxing authority against the Target.

- (g) The Target has delivered to Purchaser correct and complete copies of all filed Tax Returns filed by the Company since December 31, 2021 (and, to the extent available, related work papers), all examination reports, all statements of deficiencies assessed against or agreed to by the Target, all correspondence with any taxing authorities, all Tax planning memoranda, and any other material Tax data of the Target.
- (h) The Target is not a party to or bound by any tax sharing, tax indemnity, or tax allocation agreement; nor does the Target have any liability or potential liability to another party for Taxes under any such agreement.

3.18 Employment

- (a) The employment of each of the current employees of the Target is terminable by the Target at will. The Target has made available to the Purchaser accurate and complete copies of all employee manuals and handbooks, disclosure materials, policy statements and other materials relating to the employment of the Target's current employees.
- (b) The Target has not entered into any compensatory arrangements and no amount has been paid or is payable by the Target that could result in any "parachute payment" under Section 280G under the Code (or any corresponding provision of state, local, or non-U.S. Tax law).

3.19 Books and Records

The books and records of the Target have been maintained in accordance with commercially reasonable business practices. The minute books of the Target have been maintained in accordance with Applicable Law and are complete and accurate in all material respects. The share certificate book, register of shareholders, register of transfers and list of directors and officers of the Target are complete and accurate in all material respects. All bank accounts of the Target and books and records are in the possession and control of the Target.

3.20 Representations of Target Shareholders

- (a) Each of the Target Shareholders, on its own behalf and not on behalf of any other Target Shareholder, hereby severally (and, for greater certainty, not jointly with any other Target Shareholder) represents and warrants to the Target as follows and acknowledges that the Target is relying on such representations and warranties in connection with the transactions contemplated herein: this Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement will be prior to the Closing, duly authorized, executed and delivered by the Target Shareholder and each is, or will be at Closing, a legal, valid and binding obligation of the Target Shareholder, enforceable against the Target Shareholder in accordance with its terms;
- (b) if the Target Shareholder is not an individual, the Target Shareholder is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder;

- (c) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) if the Target Shareholder is not an individual, result in a breach or violation of the articles or by-laws of the Target Shareholder (or other constating documents of the Target Shareholder) or of any resolutions of the directors, managers, members or shareholders of the Target Shareholder, or (ii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Target Shareholder;
- (d) the Target Shareholder is the registered and beneficial owner of that number of the Target Shares set forth opposite the Target Shareholder's name in Schedule A, free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever;
- (e) except for the Target's rights hereunder, no person has any existing or enforceable agreement or option or any right or privilege capable of becoming an agreement for the purchase of the Target Shares held or beneficially owned by the Target Shareholders, or pursuant to the terms of this Agreements and the transactions contemplated hereunder none of such Target Shares is subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such Target Shares;
- (f) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Body with jurisdiction over the Target Shareholder is required to be obtained by the Target Shareholder in connection with the execution and delivery of this Agreement or the consummation by the Target Shareholder of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent the Target Shareholder from performing its obligations under this Agreement;
- (g) unless the Target Shareholder is a resident of the United States and has completed and delivered a Certification of U.S. Purchaser in the form attached hereto as Exhibit A to Schedule B (in which case the Target Shareholder makes the representations, warranties and covenants therein) the Target Shareholder acknowledges and agrees that:
 - (i) the offer to purchase the Consideration Shares to be acquired by the Target Shareholder under the terms of this Agreement was not made to the Target Shareholder when either the Target Shareholder or any beneficial purchaser for whom it is acting, if applicable, was in the United States;
 - (ii) the Target Shareholder is not a resident of the United States, will not be in the United States when they acquire the Consideration Shares and is not acquiring the applicable Consideration Shares on behalf of, or for the account or benefit of, a Person in the United States;
 - (iii) at the time this Agreement was executed and delivered by the Target Shareholder the Target Shareholder was outside the United States;

- (iv) the Target Shareholder is not acquiring the Consideration Shares as a result of any directed selling efforts (as defined in Rule 902(c) of Regulation S under the U.S. Securities Act);
- (v) if the Target Shareholder is a corporation or entity, (A) a majority of the Target Shareholder's voting equity is beneficially owned by persons resident outside the United States; and (B) the Target Shareholder's affairs are wholly controlled and directed from outside of the United States;
- (vi) the Target Shareholder or any beneficial purchaser for whom it is acting, if applicable, has no intention to distribute either directly or indirectly any of the Consideration Shares in the United States, except in compliance with the U.S. Securities Act;
- (vii) the current structure of this transaction and all transactions and activities contemplated in this Agreement is not a scheme to avoid the registration requirements of the U.S. Securities Act and any applicable state securities laws;
- (viii) the Consideration Shares issuable hereunder have not been and will not be registered under the securities laws of any foreign jurisdiction and that the issuance of the Consideration Shares pursuant to the terms of this Agreement is being made in reliance on applicable exemptions; and
- (ix) the receipt of the Consideration Shares by the Target Shareholder does not contravene any of the Applicable Securities Laws in the jurisdiction in which the Target Shareholder is resident and does not trigger: (x) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such transfer; and (y) any registration or other obligation on the part of the Target;
- (h) the Target Shareholder acknowledges that the Target has advised the Target Shareholder that the Target is relying on an exemption from the requirements to provide the Target Shareholder with a prospectus and to sell the Consideration Shares through a person registered to sell securities under the Securities Act (British Columbia) (the "BC Act"), and, as a consequence of acquiring Consideration Shares pursuant to such exemption, certain protections, rights and remedies provided by the BC Act, including statutory rights of rescission or damages, will not be available to the Target Shareholder;
- (i) the Target Shareholder consents to the Target making a notation on its records (or giving instructions to any transfer agent of the Target Shares) in order to implement the restrictions on transfer set forth and described herein;
- (j) the Target Shareholder understands and acknowledges that the Target is not obligated to file and has no present intention of filing with the SEC or with any state securities commission any registration statement in respect of resales of the Consideration Shares in the United States;
- (k) the Target Shareholder understands and acknowledges that (i) if the Target is deemed to have been at any time previously an issuer with no or nominal

operations and no or nominal assets other than cash and cash equivalents, Rule 144 under the U.S. Securities Act may not be available for resales of the Consideration Shares and (ii) the Target is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the Target Shares;

- (l) the Target Shareholder understands and acknowledges that the Target's financial statements have been prepared in accordance with IFRS and where audited have been subjected to Canadian auditing and Canadian auditor independence standards, which differ in some respects from GAAP, auditing and auditor independence standards, and thus may not be comparable to financial statements of United States companies;
- (m) the Target Shareholder understands and agrees that there may be material tax consequences to the Target Shareholder of an acquisition, holding or disposition of any of the Target Shares. Target gives no opinion and makes no representation with respect to the Tax consequences to the Target Shareholder under United States federal, state, local or foreign tax law of the Target Shareholder's acquisition, holding or disposition of such Target Shares. In particular, no determination has been made whether Target has been a "passive foreign investment company" within the meaning of Section 1297 of the Code;
- (n) the Target Shareholder will not hold five percent or more of either the total voting power or the total value of Target's outstanding stock immediately after the Transaction, taking into account the stock ownership attribution rules of Section 318 of the Code, as modified by the rules of Section 958(b) of the Code;
- (o) no agency, governmental authority, regulatory body, stock exchange or other entity (including, without limitation, the SEC or any state securities commission) has made any finding or determination as to the merit of investment in, nor have any such agencies or governmental authorities made any recommendation or endorsement with respect, to the Target Shares;
- (p) the Target Shareholder agrees to furnish any additional information requested by the Target, or any of the Target's representatives or Affiliates to assure compliance with applicable United States federal and state securities Laws in connection with any acquisition and disposition of the Target Shares;
- (q) the Target Shareholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on the Target;
- (r) the Target Shareholder has no present plan or intention to sell, exchange, transfer or otherwise dispose of any of the Consideration Shares received by such Target Shareholder;
- (s) No Consideration Shares received by such Target Shareholder will be received in exchange for services rendered or to be rendered to or for the benefit of the Target; and
- (t) to the knowledge of the Target Shareholder, no representation or warranty of the Target Shareholder contained in this Agreement contains any untrue statement of

a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

3.21 Survival

The representations and warranties of the Target and Target Shareholders under this Article 3 will survive the Closing for a period of two (2) years.

ARTICLE 4 **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

As of the Execution Date and the Closing Date, and except as set forth in the Disclosure Record, the Purchaser makes the following representations to the Target and the Target Shareholders and acknowledges and agrees that the Target and the Target Shareholders are relying upon such representations and warranties, each of which is qualified in its entirety by the matters described in the Disclosure Record, in connection with the execution, delivery and performance of this Agreement:

4.1 Organization and Good Standing

- (a) The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the Province of British Columbia.
- (b) The Purchaser has full corporate power, authority and capacity to conduct its business as presently conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under any applicable Contracts.
- (c) The Purchaser is duly qualified to do business as a corporation and is in good standing under the laws of each province or other jurisdiction in which the failure to be so registered would be likely to result in a Material Adverse Effect on the Purchaser.

4.2 Capitalization

- (a) The authorized share capital of the Purchaser, as at the Execution Date, consists of an unlimited number of common shares without par value and an unlimited number of class B preferred shares without par value (of which none are outstanding), of which 18,673,000 Purchaser Shares are currently issued and outstanding. All of the outstanding Purchaser Shares as at the Execution Date have been duly authorized and validly issued, and are fully paid and non-assessable.
- (b) All of the outstanding Purchaser Shares have been issued in compliance with all Applicable Laws.
- (c) The Purchaser does not own, or have any contract to acquire, any equity securities or other securities of any Person, or any direct or indirect equity or ownership interest in any other business, other than as contemplated by this Agreement and the Disclosure Record. There are no Contracts purporting to restrict the transfer of any of the issued and outstanding Purchaser Shares, nor any Contracts restricting

or affecting the voting of any of the securities of the Purchaser, to which the Purchaser is a party or of which the Purchaser is aware.

4.3 Absence of Rights to Acquire Securities

Except as set out in the Disclosure Record, there are no outstanding options, warrants, subscriptions, conversion rights, or other rights, agreements, resolutions or commitments obligating the Purchaser to issue any additional securities of the Purchaser, or any other securities convertible into, exchangeable for, or evidencing the right to subscribe for or acquire from the Purchaser any securities of the Purchaser.

4.4 Authority

The Purchaser has all requisite corporate power and authority to execute and deliver the Transaction Documents to be signed by the Purchaser, to perform its obligations thereunder, and to consummate the transactions contemplated thereby. The execution and delivery of each of the Transaction Documents by the Purchaser and the consummation of the transactions contemplated hereby have been duly authorized by the Purchaser Board. No other corporate or shareholder proceedings on the part of the Purchaser are necessary to authorize such documents or to consummate the transactions contemplated hereby. This Agreement has been, and the other Transaction Documents when executed and delivered by the Purchaser as contemplated by this Agreement will be, duly executed and delivered by the Purchaser, and this Agreement is, and the other Transaction Documents when executed and delivered by the Purchaser as contemplated hereby will be, valid and binding obligations of the Purchaser enforceable in accordance with their respective terms, except as such enforcement may be limited by (i) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors, and (ii) general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

4.5 Validity of Consideration Shares

The Consideration Shares will, upon issuance in accordance with the terms of this Agreement, be duly and validly issued, fully paid and non-assessable.

4.6 Non-Contravention

Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated herein, will:

- (a) conflict with, result in a violation of, cause a default under (with or without notice, lapse of time or both) or give rise to a right of termination, amendment, cancellation or acceleration of any obligation contained in or the loss of any material benefit under, or result in the creation of any Lien upon any of the material properties or assets of the Purchaser under any term, condition or provision of any loan or credit agreement, note, debenture, bond, mortgage, indenture, lease or other agreement, instrument, permit, license, judgment, Order, decree, statute, law, ordinance, rule or regulation applicable to the Purchaser or its material property or assets;

- (b) violate any provision of the Organizational Documents of the Purchaser or any Applicable Laws where such violation would be likely to result in a Material Adverse Effect on the Purchaser; or
- (c) violate any Order of any Governmental Body applicable to the Purchaser or any of its material property or assets.

4.7 Compliance

- (a) To the best knowledge of the Purchaser, the Purchaser is in compliance with, is not in default or violation in any material respect under, and has not been charged with or received any notice at any time of any material violation of, any Applicable Laws related to the Purchaser Business.
- (b) To the best knowledge of the Purchaser, the Purchaser is not subject to any Order entered in any Proceeding applicable to the Purchaser Business that would have a Material Adverse Effect on the Purchaser.
- (c) To the best knowledge of the Purchaser, the Purchaser has duly filed all reports and returns required to be filed by it with any applicable Governmental Body and has obtained all governmental permits and other governmental consents, except as may be required after the Execution Date. All of such permits and consents are in full force and effect, and no Proceedings for the suspension or cancellation of any of them, and no investigation relating to any of them, is pending or, to the best knowledge of the Purchaser, threatened, and none of them will be affected in a material adverse manner by the consummation of the Transaction.

4.8 Legal Proceedings

- (a) To the best knowledge of the Purchaser, there is no pending Proceeding:
 - (i) that has been commenced by or against the Purchaser or that otherwise relates to or may affect the Purchaser Business or any of Purchaser's assets; or
 - (ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the transactions contemplated herein.
- (b) To the best knowledge of the Purchaser, no Proceeding has been threatened against the Purchaser or with respect to the Purchaser Business, and no event has occurred or circumstance exists, that may give rise to or serve as a basis for the commencement of any such Proceeding.
- (c) To the best knowledge of the Purchaser, there is no Order to which any of the Purchaser, the Purchaser Business or any of Purchaser's assets is subject.

4.9 Reporting Status

The Purchaser is a reporting issuer in good standing in the provinces of British Columbia and Alberta. The Purchaser Shares are listed on the Exchange and the Purchaser is in material compliance with the Exchange Policies.

4.10 Disclosure Record

As of their respective dates, the documents comprising the Disclosure Record were filed and complied in all material respects with the requirements of the Applicable Securities Laws. The Disclosure Record includes all of the documents and reports that the Purchaser was required to file under Applicable Securities Laws. As of the time filed on SEDAR+ (or, if amended or suspended by a filing prior to the Execution Date, then on the date of such filing) none of the Disclosure Record contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4.11 Survival

The representations and warranties of the Purchaser in this Article 4 will survive for a period of two (2) years from the Closing Date.

ARTICLE 5 **CLOSING**

5.1 Closing Date and Location

The Transaction will be completed on the Closing Date, at such location and time as is mutually agreed to by the Purchaser and the Target. Notwithstanding the location of the Closing, each Party agrees that the Closing may be completed by undertakings or the email exchange of documents between the respective legal counsel for the Purchaser and the Target, provided such undertakings and exchanges are satisfactory to each Party's respective legal counsel. Notwithstanding the foregoing, the Closing must not occur without the approval of the Exchange.

5.2 Target and Target Shareholder Closing Documents

At the Closing, the Target and the Target Shareholders will deliver, or cause to be delivered, to the Purchaser the documents set forth in Section 6.1, and such other documents as the Purchaser may reasonably require to effect the Transaction.

5.3 Purchaser Closing Documents

At the Closing, the Purchaser will deliver, or cause to be delivered, to the Target and the Target Shareholders the documents set forth in Section 7.1, and such other documents as the Target or the Target Shareholders may reasonably require to effect the Transaction.

ARTICLE 6
PURCHASER'S CONDITIONS PRECEDENT

6.1 Purchaser's Conditions Precedent

The obligation of the Purchaser to complete the Transaction will be subject to the satisfaction or waiver of, at or before the Closing, the following conditions precedent:

- (a) the representations and warranties of the Target set forth in this Agreement and the applicable Target Shareholder Certificate being true, correct and complete in all material respects as of the Closing and with the same effect as if made at and as of the Closing;
- (b) the Target and the Target Shareholders having performed and complied with all of their respective material obligations, covenants and agreements required hereunder;
- (c) this Agreement, the Target Shareholder Certificates, and the Transaction Documents, having been executed by the Target and delivered to the Purchaser;
- (d) all of the outstanding Target Shares will be exchanged for Consideration Shares in accordance with the terms hereof;
- (e) no injunction or restraining order of any court or administrative tribunal of competent jurisdiction being in effect prohibiting the Transaction, and no action or Proceeding having been instituted or be pending before any court or administrative tribunal to restrain or prohibit the Transaction;
- (f) no claim having been asserted or made that any Person (other than the Purchaser or the Target Shareholders) is the holder or the beneficial owner of, or has the right to acquire or to obtain beneficial ownership of, any of the Target Shares, or any other voting, equity, or ownership interest in, the Target, or (other than the Target Shareholders) are entitled to all or any portion of the Consideration Shares;
- (g) all consents, renunciations, authorizations or approvals of each applicable Governmental Body and any other Person which, in the Purchaser's reasonable opinion, must be obtained prior to the Closing in order to give effect to: (i) the purchase of the Target Shares and the Transaction; (ii) all other transactions related to the foregoing having been obtained to the Purchaser's satisfaction or in accordance with any applicable Contracts or Applicable Laws;
- (h) the Target and the Target Shareholders having taken all proper steps, actions and corporate proceedings to approve the Transaction, including passing any resolutions required to ensure that the Target Shares will be transferred to the Purchaser free and clear of any Encumbrances, adverse claim, right or interest;
- (i) an exemption from the prospectus requirements of Applicable Securities Laws being available for the issuance of the Consideration Shares, as applicable;
- (j) the Purchaser having received from the Target and the Target Shareholders the following Transaction Documents:

- (i) certified copies of resolutions of the Target Board, approving: (A) the entry into, and the Closing of, this Agreement and the transactions contemplated hereby, (B) the transfer of the Target Shares to the Purchaser, (C) the registration of the Target Shares in the name of the Purchaser, (D) the issue of certificates representing the Target Shares registered in the name of the Purchaser, and (E) all other matters contemplated by this Agreement;
- (ii) a certificate executed by an officer of the Target certifying that: (A) the representations and warranties of the Target set forth in this Agreement are true and correct in all material respects as at the Closing, (B) the Target has performed and complied with all of its material obligations, covenants and agreements required hereunder, and (C) all conditions precedent of the Target for completion of the transactions contemplated herein have been satisfied or waived;
- (iii) all such instruments of transfer, duly executed, which in the opinion of the Purchaser acting reasonably are necessary to effect and evidence the transfer of the Target Shares to the Purchaser, free and clear of all Liens;
- (iv) a Surplus Security Escrow Agreement entered into by all of the Target Shareholders with the Purchaser's escrow agent (Computershare Investor Services Inc.);
- (v) a certified copy of the central securities register of the Target evidencing the Purchaser as the sole registered owner of the Target Shares; and
- (vi) the corporate minute books and all other books and records of the Target;
- (k) no Material Adverse Effect having occurred in connection with the Target Business or the Target;
- (l) the Exchange (or such other recognized Canadian securities exchange upon which the Purchaser Shares are then listed) shall have not objected to the Transaction including the listing on the Exchange of the Purchaser Shares to be issued pursuant to the Transaction, under the Exchange Policies and such other matters as may require Exchange approval in order to give effect to the transactions contemplated hereby, if applicable.

6.2 Waiver/Survival

The conditions set forth in this Article 6 are for the exclusive benefit of the Purchaser and may be waived by the Purchaser in writing, in whole or in part, on or before the Closing, and the Closing will be deemed to mean a waiver of all conditions of the Purchaser to the Closing. Notwithstanding any such waiver, the completion of the transactions contemplated by this Agreement will not prejudice or affect in any way the rights of the Purchaser in respect of the warranties and representations of the Target in this Agreement, and the representations and warranties of the Target in this Agreement will survive the Closing for the applicable period set out in Section 3.16.

6.3 Covenant of the Target

The Target covenants to deliver to the Purchaser on or before the Closing Date all of the applicable Closing documentation set out in Section 6.1, and such other documents as the Purchaser may reasonably require to effect the transactions contemplated hereby.

ARTICLE 7 **TARGET'S CONDITIONS PRECEDENT**

7.1 Target's Conditions Precedent

The obligation of the Target to complete the Transaction will be subject to the satisfaction of or waiver of, at or before the Closing, the following conditions precedent:

- (a) the representations and warranties of the Purchaser set forth in this Agreement being true, correct and complete in all respects as of the Closing and with the same effect as if made at and as of Closing, except for the representation as to the number of the Purchaser Shares issued and outstanding as set forth in Section 4.2(a);
- (b) the Purchaser having performed and complied with all of the obligations, covenants and agreements to be performed and complied with by it hereunder;
- (c) the Consideration Shares issuable as set forth in Section 2.1 having been issued under Applicable Securities Laws as fully paid and non-assessable Purchaser Shares, free and clear of any and all Encumbrances, Liens, charges and demands of whatsoever nature under Applicable Laws, except those imposed pursuant to this Agreement, to the Target Shareholders pro rata as set out in Schedule A;
- (d) no inquiry or investigation (whether formal or informal) in relation to the Purchaser or its directors or officers, shall have been commenced or threatened by any officer or official of the Exchange or any securities commission, or similar regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a Material Adverse Effect on the Purchaser;
- (e) the Target having received from the Purchaser:
 - (i) certified copies of resolutions of the Purchaser Board, authorizing the entry into, and the Closing, of this Agreement including the issuance of the Consideration Shares; and
 - (ii) a certificate executed by an officer of the Purchaser certifying that: (A) the representations and warranties of the Purchaser set forth in this Agreement are true and correct in all material respects as at the Closing, (B) the Purchaser has performed and complied with all of its material obligations, covenants and agreements required hereunder, and (C) all conditions precedent of the Purchaser for completion of the transactions contemplated herein have been satisfied or waived;

- (f) the Purchaser Board and the holders of the Purchaser Shares, if applicable, having approved the entry into, and the Closing, of this Agreement and the Transaction, including the issuance of the Consideration Shares;
- (g) the Target and the Target Shareholders having taken all proper steps, actions and corporate proceedings to approve the Transaction, including passing any resolutions required to ensure that the Target Shares will be transferred to the Purchaser free and clear of any Encumbrances, adverse claim, right or interest;
- (h) no Proceedings pending or threatened to enjoin, restrict or prohibit the Transaction;
- (i) no Material Adverse Effect having occurred in connection with the Purchaser Business or the Purchaser;
- (j) the Target having obtained any necessary consents from any third party, as applicable, in order to consummate the Transaction; and
- (k) the Target and the Target Shareholders having reviewed, and being satisfied with, the tax and securities implications of the Transaction.

7.2 Waiver/Survival

The conditions set forth in this Article 7 are for the exclusive benefit of the Target and may be waived in whole or in part, on or before the Closing, by written notice from the Target, and the Closing will be deemed to mean a waiver of all conditions of the Target to Closing. Notwithstanding any such waiver, completion of the transactions contemplated by this Agreement by the Target will not prejudice or affect in any way the rights of the Target in respect of the warranties and representations of the Purchaser set forth in this Agreement, and the representations and warranties of the Purchaser in this Agreement will survive the Closing for the applicable period set out in Section 4.11.

7.3 Covenant of the Purchaser

The Purchaser covenants to deliver to the Target on or before the Closing Date all of the applicable Closing documentation set out in Section 7.1, and such other documents as the Target may reasonably require to effect the transactions contemplated hereby.

ARTICLE 8

ADDITIONAL COVENANTS OF THE PARTIES

8.1 Mutual Covenants

Each of the Parties hereby covenants and agrees as follows:

- (a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to complete the Transaction in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any person, including

without limitation, any Governmental Authority, seeks to prevent, delay or hinder implementation of all or any portion of the Transaction or seeks to invalidate all or any portion of this Agreement, the Parties shall use commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the Parties to complete the Transaction;

- (b) to use commercially reasonable efforts to obtain, before the Closing, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic or foreign courts, the Exchange, Governmental Bodies, shareholders and third parties as are necessary for the consummation of the transactions contemplated herein;
- (c) to use commercially reasonable efforts to complete, obtain, and file all documents, forms, and fees as may be required by the Exchange in order to consummate the Transaction including, without limitation, a report prepared in accordance with the National Instrument 51-101 – *Standards for Disclosure of Oil and Gas Activities*, financial statements (whether audited or unaudited) and the approval of the Purchaser's shareholders as may be required by the Exchange;
- (d) to use commercially reasonable efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction; neither the Purchaser nor the Target will settle or compromise any claim brought against them in connection with the transactions contemplated by this Agreement prior to the Closing Date without the prior written consent of each of the other Parties, such consent not to be unreasonably withheld or delayed;
- (e) to promptly notify each of the other Parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement;
- (f) to co-operate with each of the other Parties hereto in good faith in order to ensure the timely completion of the Transaction; and
- (g) to use commercially reasonable efforts to co-operate with each of the other Parties hereto in connection with the performance by the other of its obligations under this Agreement.

8.2 Covenants of the Purchaser

The Purchaser covenants and agrees with the Target that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article 9, it will:

- (a) in a timely and expeditious manner:

- (i) file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective; and
 - (ii) file and/or deliver any document or documents required pursuant to Applicable Laws and/or the rules and policies of the Exchange in connection with the Transaction as contemplated herein after the Closing;
- (b) make available and afford the Target and its authorized representatives and, if requested by the Target, provide a copy of all title documents, Contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, technical and scientific information and results, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to the Purchaser. The Purchaser will afford the Target and its authorized representatives every reasonable opportunity to have free and unrestricted access to the Purchaser's property, assets, undertaking, records and documents. At the request of the Target, the Purchaser will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of the Purchaser's business and any of its property or to enable the Target and its authorized representatives to obtain full access to all files and records relating to any of the assets of the Purchaser maintained by any Governmental Bodies. The obligations in this Section 8.2 are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of the Target under this Section 8.2 will not mitigate or otherwise affect the representations and warranties of the Purchaser hereunder;
- (c) to the extent necessary, make the necessary filings with the Exchange;
- (d) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis), furnish promptly to the Target (on behalf of itself and the Shareholder) a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Purchaser in connection with or related to the Transaction, any filings under Applicable Laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;
- (e) subject to Applicable Laws or as authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (f) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its Organizational Documents as the same exist at the date of this Agreement;

- (g) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
- (h) except as otherwise contemplated or permitted by this Agreement, during the period from the Execution Date to the Closing Date, not do any of the following:
 - (i) enter into any transaction which would constitute a breach of the Purchaser's representations, warranties or agreements contained herein;
 - (ii) declare, set aside or pay any dividend or make or agree to make any other distribution or payment in respect of the Purchaser Shares or redeem, repurchase or otherwise acquire or agree to redeem, purchase or acquire any of the Purchaser Shares or other equity securities of the Purchaser; or
- (i) comply with all laws affecting the operation of the Purchaser Business and pay all required Taxes;
- (j) not take any action or omit to take any action which would, or would reasonably be expected to, result in a breach of or render untrue any representation, warranty, covenant or other obligation of the Purchaser contained herein;
- (k) use commercially reasonable efforts to preserve intact the Purchaser Business and the assets, operations and affairs of the Purchaser and carry on the Purchaser Business and the affairs of the Purchaser substantially as currently conducted, and use commercially reasonable efforts to promote and preserve for the Target and the Target Shareholders the goodwill of suppliers, customers and others having business relations with the Purchaser;
- (l) take all necessary corporate action and proceedings to approve and authorize the issuance of the Consideration Shares to the Target Shareholders; and
- (m) prepare and file with all applicable securities commissions such notifications and fees necessary to permit, or that are required in connection with, the issuance of the Consideration Shares to the Target Shareholders on a basis exempt from the prospectus and registration requirements of the Applicable Securities Laws of the province of Canada in which the Target Shareholder is resident.

8.3 Covenants of the Target

The Target covenants and agrees with the Purchaser that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article 9, the Target will:

- (a) not to solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid," exempt or otherwise, within the meaning of the regulations promulgated under the *Securities Act* (British Columbia), for securities or assets of the Target, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event, the Target, including any of its officers, directors or shareholders, receives any form of offer or inquiry, the Target shall forthwith (in any event within one business day following receipt) notify the Purchaser of such offer or inquiry and provide the Purchaser with such details as it may request;
- (b) make available and afford the Purchaser and its authorized representatives and, if requested by the Purchaser, provide a copy of all title documents, Contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, technical and scientific information and results, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to the Target. The Target will afford the Purchaser and its authorized representatives every reasonable opportunity to have free and unrestricted access to the Target's property, assets, undertaking, records and documents. At the request of the Purchaser, the Target will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of the Target's business and any of its property or to enable the Purchaser or its authorized representatives to obtain full access to all files and records relating to any of the assets of the Target maintained by governmental or other public authorities. The obligations in this Section 8.3 are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance the Target will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of Purchaser under this Section 8.3 will not mitigate or otherwise affect the representations and warranties of the Target hereunder;
- (c) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Target will be required to disclose that information has been withheld on this basis), furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Target in connection with or related to the Transaction, any filings under Applicable Laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;

- (d) subject to Applicable Laws or as authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (e) except as otherwise contemplated or permitted by this Agreement, during the period from the Execution Date to the Closing Date, not do any of the following:
 - (i) enter into any transaction which would constitute a breach of the Target's representations, warranties or agreements contained herein;
 - (ii) increase the salaries or other compensation of, or make any advance (excluding advances for ordinary and necessary business expenses) or loan to, any of its directors or officers, or make any increase in, or any addition to, other benefits to which any of its directors or officers may be entitled;
 - (iii) create, incur, assume or guarantee any indebtedness for money borrowed, or mortgaged or pledged by the Target or a third party, and will not subject any of the material assets or properties of the Target to any mortgage, lien, pledge, security interest, conditional sales contract or other Lien related to any such indebtedness for money borrowed;
 - (iv) declare, set aside or pay any dividend or make or agree to make any other distribution or payment in respect of the Target Shares or redeem, repurchase or otherwise acquire or agree to redeem, purchase or acquire any of the Target Shares or other equity securities of the Target; or
 - (v) pay any amount (other than salaries in the ordinary course of business) to any related party of the Target;
- (f) comply with all laws affecting the operation of the Target Business and pay all required Taxes;
- (g) not take any action or omit to take any action which would, or would reasonably be expected to, result in a breach of or render untrue any representation, warranty, covenant or other obligation of the Target contained herein;
- (h) use commercially reasonable efforts to preserve intact the Target Business and the assets, operations and affairs of the Target and carry on the Target Business and the affairs of the Target substantially as currently conducted, and use commercially reasonable efforts to promote and preserve for the Purchaser the goodwill of suppliers, customers and others having business relations with the Target;
- (i) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its Organizational Documents as the same exist at the date of this Agreement;
- (j) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets

as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:

- (i) increase or decrease its paid-up capital or purchase or redeem any of the Target Shares;
 - (ii) issue or enter into any commitment to issue any Target Shares or securities convertible into, or rights, warrants or options to acquire any Target Shares; or
 - (iii) authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of the Target (including those that are convertible or exchangeable into securities of the Target), other than as contemplated under this Agreement; and
- (k) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Target Shares to the Purchaser.

8.4 Covenants of the Target Shareholders

Each of the Target Shareholders covenants and agrees with the other Parties hereto that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article 9, each will:

- (a) subject to Applicable Laws or as otherwise authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (b) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Target Shares to the Purchaser; and
- (c) not encumber in any manner the Target Shares and ensure that at the time of Closing the Target Shares are free and clear of all Liens, demands, claims and other Encumbrances whatsoever.

ARTICLE 9 **TERMINATION**

9.1 Termination

This Agreement may be terminated at any time prior to the Closing by:

- (a) mutual written agreement of the Purchaser and the Target;
- (b) the Purchaser, if there has been a material breach by the Target or a Target Shareholder of any representation, warranty, covenant or agreement set forth in

this Agreement on the part of the Target or a Target Shareholder that is not cured, to the reasonable satisfaction of the Purchaser, within ten (10) Business Days after notice of such breach is given by the Purchaser to the Target (except that no cure period will be provided for a breach by the Target or a Target Shareholder that, by its nature, cannot be cured);

- (c) the Target, if there has been material a breach by the Purchaser of any representation, warranty, covenant or agreement set forth in this Agreement on the part of the Purchaser that is not cured, to the reasonable satisfaction of the Target within ten (10) Business Days after notice of such breach is given by the Target to the Purchaser (except that no cure period will be provided for a breach by the Purchaser that by its nature cannot be cured);
- (d) either the Purchaser or the Target, if (i) the Closing Date has not occurred on or before December 1, 2024, unless an extension to such date is agreed to in writing by the Purchaser and the Target, or (ii) any Order of a Governmental Body of competent authority preventing the consummation of the transactions contemplated by this Agreement has become final and non-appealable.

9.2 Agreement of No Further Force or Effect

If either the Purchaser or the Target wishes to terminate this Agreement pursuant to Section 9.1 (other than pursuant to Section 9.1(a)), such Party shall give written notice of such termination to the other Party. In the event of the termination of this Agreement as provided in Section 9.1, this Agreement will be of no further force or effect, except as otherwise expressly contemplated hereby and provided that the provisions in Sections 9.2, 10.1, 10.3, 10.4 10.6, 10.8, 10.10 and 10.12 shall survive any termination hereof; and provided further that no termination of this Agreement will relieve any Party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations under this Agreement.

ARTICLE 10 GENERAL

10.1 Expenses

Each Party will be responsible for and bear all of its own costs and expenses (including those of such Party's employees, representatives (including any financial or other advisers) agents, brokers and finders, and any Affiliates thereof) incurred in connection with the preparation of this Agreement and the transactions contemplated by this Agreement.

10.2 Assignment

No Party may assign any of its respective rights under this Agreement without the prior written consent of each of the other Parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of, the successors and permitted assigns of each of the Parties, as applicable. Nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties and their successors and assigns, as applicable.

10.3 Notices

Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by email or other means of electronic communication capable of producing a printed copy, or sending by prepaid registered mail, the notice to the following address or number:

If to the Purchaser:

Longhorn Exploration Corp.
Suite 228, 1122 Mainland Street
Vancouver, British Columbia, V6B 5L1
Attention: Anthony Zelen, CEO & Director
Email: [REDACTED]

If to the Target and the Target Shareholders:

PureWave Hydrogen Corp.
Suite 400 – 3400 East Bayaud Avenue
Denver, Colorado, USA, 80209
Attention: Robert Price, CEO & Director
Email: [REDACTED]

(or to such other address or email as any Party may specify by notice in writing to the others).

Any notice delivered or sent by email or other means of electronic communication capable of producing a printed copy on a Business Day will be deemed conclusively to have been effectively given on the day the notice was sent if received on or before 5:00 p.m. (Vancouver time) on such day; otherwise it shall be deemed to have been received by 9:00 a.m. (Vancouver time) on the next Business Day.

Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third Business Day after posting; but if at the time of posting or between the time of posting and the third Business Day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

10.4 Independent Legal Advice

The Parties acknowledge that this Agreement is the product of arm's length negotiation among the Parties, each having obtained its own independent legal advice, and that this Agreement will be construed neither strictly for nor strictly against any Party, irrespective of which Party was responsible for drafting this Agreement. Each of the Parties acknowledge and agree that the Purchaser's counsel is acting for the Purchaser and not as counsel to the Target or any Target Shareholder. Each of the Parties acknowledge and agree that the Target's counsel is acting for the Target and not as counsel to the any Target Shareholder. Each of the Parties acknowledges that it has been advised to consult its own legal and tax advisors with respect to this Agreement. Each of the Target Shareholders acknowledges and agrees that they have been given an adequate opportunity to seek and obtain, independent legal and taxation advice with respect to the subject matter of this Agreement and for the purpose of ensuring their rights and interests are protected. Each of the Target Shareholders represents and warrants that they have sought independent

legal and taxation advice or consciously chosen not to do so with full knowledge of the risks associated with not obtaining such independent legal and taxation advice.

10.5 Power of Attorney

Each of the Target Shareholders hereby nominates, constitutes and appoints Robert B. Price as such Target Shareholders true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, and in such Target Shareholder's name, place and stead, to execute any and all documents, instruments and agreements relating to the Transaction, including all documents, instruments and agreements that may be required to effect the exchange of the Target Shares, and the subsequent cancellation and termination of the Target Shares as contemplated hereby, with full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully and to all intents and purposes as each of the undersigned Target Shareholders might or could do in person, and each of the undersigned Target Shareholders hereby ratifies and agrees to ratify and confirm all that the said attorney-in-fact and agent, or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

10.6 Governing Law; Venue

This Agreement, the legal relations between the Parties, all matters relating hereto or arising herefrom, and the adjudication and the enforcement thereof, will be governed by and interpreted and construed in accordance with the substantive laws of the Province of British Columbia, and the federal laws of Canada applicable therein, without regard to applicable choice of law provisions thereof. The Parties agree that any action, suit or proceeding arising out of, or relating to, this Agreement or the transactions contemplated hereby will be brought in a suitable court located in the Province of British Columbia, and each Party irrevocably submits to the exclusive jurisdiction of such court.

10.7 Severability

If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, then such covenant or other provision will be severed from and will not affect any other covenant or other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable covenant or provision had never been contained in this Agreement. All other covenants and provisions of this Agreement will, nevertheless, remain in full force and effect, and no covenant or provision will be deemed dependent upon any other covenant or provision unless so expressed herein.

10.8 Entire Agreement

This Agreement, the schedules attached hereto, and the other Transaction Documents contain the entire agreement between the Parties with respect to the subject matter hereof and expressly supersede and terminate all prior offers, arrangements and understandings, both written and oral, expressed or implied, with respect thereto.

10.9 Further Assurances

The Parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances, as may be necessary to give full effect to the provisions and intent of this Agreement.

10.10 Enurement

This Agreement and each of the terms and provisions hereof will enure to the benefit of, and be binding upon, the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns, as applicable.

10.11 Amendment

No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the Parties hereto unless such alteration, amendment, modification or interpretation is in a form executed by the Purchaser, the Target and the Target Shareholders.

10.12 Schedules

The schedules attached hereto are incorporated herein and expressly intended to be part of this Agreement.

10.13 Counterparts

This Agreement may be executed in several counterparts, each of which will be deemed to be an original, and all of which will together constitute one and the same instrument, and delivery of an executed copy of this Agreement by email transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the Execution Date.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the Execution Date.

PUREWAVE HYDROGEN CORP.

Per: /s/ Robert Price
Authorized Signatory

LONGHORN EXPLORATION CORP.

Per: /s/ Anthony Zelen
Authorized Signatory

/s/ Catherine E. Campbell
CATHERINE E. CAMPBELL

/s/ Matt Bauer
MATT BAUER

/s/ Aaron Mattson
AARON MATTSON

/s/ Mark Frascogna
MARK FRASCOGNA

/s/ Jill Nurse
JILL NURSE

/s/ Jean Francois Ruel
JEAN FRANCOIS RUEL

/s/ Robert Price
ROBERT PRICE

/s/ Simon Dyakowski
SIMON DYKOWSKI

/s/ Scott Hunter
SCOTT HUNTER

/s/ Andre Doerk
ANDRE DOERK

/s/ Johanna Dyakowska
JOHANNA DYAKOWSKA

/s/ Bruce Nurse
BRUCE NURSE

UNION CAPITAL, LLC

KPAC HOLDINGS LTD.

Per: /s/ Shaun Nurse
Name: Shaun Nurse
Title: Managing Director

Per: /s/ Kulwant Sandher
Name: Kulwant Sandher
Title: Chief Financial Officer

MANI HOLDINGS, LLC

GREEN DRAGON INITIATIVE, LLC

Per: /s/ Dylan Nurse
Name: Dylan Nurse
Title: Managing Director

Per: /s/ Riley Price
Name: Riley Price
Title: Manager

SCHEDULE A

TARGET SHAREHOLDERS AND CONSIDERATION SHARES

Name and Address of Target Shareholder	Number of Target Shares Held at the Execution Date	Number of Consideration Shares Issuable to Target Shareholder at Closing
Catherine E. Campell [REDACTED]	350,000	350,000
Matt Bauer [REDACTED]	200,000	200,000
Aaron Mattson [REDACTED]	100,000	100,000
Union Capital, LLC [REDACTED]	1,200,000	1,200,000
Jill Nurse [REDACTED]	1,250,000	1,250,000
Jean Francois Ruel [REDACTED]	750,000	750,000
Simon Dykowski [REDACTED]	625,000	625,000
Mark Frascogna [REDACTED]	250,000	250,000
Robert Price [REDACTED]	2,958,000	2,958,000
Scott Hunter [REDACTED]	1,250,000	1,250,000
Andre Doerk [REDACTED]	500,000	500,000
Johanna Dyakowska [REDACTED]	625,000	625,000

KPAC Holdings Ltd. [REDACTED]	500,000	500,000
Green Dragonfly Initiative, LLC [REDACTED]	2,800,000	2,800,000
Bruce Nurse [REDACTED]	1,942,000	1,942,000
Mani Holdings LLC [REDACTED]	1,900,000	1,900,000
TOTAL:	17,200,000	17,200,000

SCHEDULE B

TARGET SHAREHOLDER CERTIFICATE

Capitalized terms used but not otherwise defined in this Target Shareholder Certificate (this “**Certificate**”) will have the meanings given to such terms in that certain share exchange agreement (the “**Agreement**”) among Longhorn Exploration Corp. (the “**Purchaser**”), PureWave Hydrogen Corp. (the “**Target**”) and the shareholders of the Target, including the undersigned (the “**Target Shareholder**”).

In connection with the issuance of the Consideration Shares to the Target Shareholder, the Target Shareholder hereby represents, warrants, acknowledges and agrees, as an integral part of the Agreement, that, as at the Execution Date (except to the extent that such representations and warranties speak as at the Closing, in which event such representations and warranties are true and accurate as at the Closing only) and as at the Closing:

1. it is resident in the jurisdiction set out under its name on Schedule A;
2. this Certificate forms part of the Agreement (a copy of which has been provided to the Target Shareholder), and by executing this Certificate, the Target Shareholder agrees to be bound by all terms, conditions and obligations of or relating to the Target Shareholder contained in the Agreement, and all of such terms, conditions and obligations, and any representations and warranties of the Target Shareholder contained in the Agreement, are expressly incorporated by reference herein;
3. it is the registered and beneficial owner of the number of Target Shares listed next to its name in Schedule A to the Agreement, free and clear of any Lien, and as at the Closing the Target Shareholder shall have no interest, legal or beneficial, direct or indirect, in any other Target Securities, or the assets of the Target Business;
4. no Person has or will have any Contract or option to acquire, or any right capable at any time of becoming a Contract to purchase or otherwise acquire, the Target Shares held by the Target Shareholder, or to require the Target Shareholder to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any of the Target Shares held by the Target Shareholder, other than under the Agreement;
5. it has the legal capacity and competence to enter into the Agreement and execute this Certificate and to take all actions required pursuant hereto and, if it is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Target Shareholder, and to transfer the beneficial title and ownership of the Target Shareholder’s respective Target Shares to the Purchaser;
6. all of the information which the Target Shareholder has provided to the Purchaser in this Certificate and in the Agreement is correct and complete, and if there should be any change in such information prior to the Closing, the Target Shareholder will immediately notify the Purchaser, in writing, of the details of any such change;

7. the Purchaser is entitled to rely on the acknowledgements, agreements, representations and warranties and the statements and answers of the Target Shareholder contained in the Agreement and this Certificate;
8. the entering into of the Agreement and the transactions contemplated thereunder do not result in the violation of any of the terms and provisions of any Applicable Laws, or, if applicable, the Organizational Documents of, the Target Shareholder or of any Contract or other arrangement, written or oral, to which the Target Shareholder may be a party or by which the Target Shareholder is or may be bound;
9. the representations and warranties of the Target Shareholder in this Certificate and in the Agreement (if applicable) will survive the Closing and the issuance of the Consideration Shares set forth in Section 2.1 of the Agreement and will continue in full force and effect for a period of two (2) years, notwithstanding the Closing and the issuance of such Consideration Shares, or the waiver of any condition in the Agreement by the Purchaser;
10. it has been advised to consult its own legal, tax and other advisors with respect to the merits and risks of the acquisition of the Consideration Shares and applicable resale restrictions, and it is solely responsible (and neither the Purchaser nor the Target is in any way responsible) for compliance with applicable resale restrictions with respect to the Consideration Shares;
11. the Target Shareholder hereby consents to the disclosure of his or her personal information in connection with the transactions contemplated by the Agreement, and acknowledges and consents to the fact that the Target and the Purchaser are collecting the personal information (as that term is defined under applicable privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect in Canada from time to time) of the Target Shareholder for the purposes of completing the Agreement and the transactions contemplated thereby. The Target Shareholder acknowledges and consents to the Target and the Purchaser retaining such personal information for as long as permitted or required by law or business practices. The Target Shareholder further acknowledges and consents to the fact that the Target and the Purchaser may be required by Applicable Securities Laws to provide regulatory authorities with any personal information provided by the Target Shareholder in the Agreement and this Certificate and the Target Shareholder further consents to the public disclosure of such information by electronic filing or by any other means;
12. in the event it is a U.S. Purchaser, it is an “accredited investor” within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act, has completed, executed and delivered Exhibit A to this Certificate to the Purchaser, and understands that (a) such Target Shareholder will not be able to rely on the protection of Section 11 of the U.S. Securities Act, and (b) such Target Shareholder consents to the Purchaser making a notation on its records or issuing stop transfer instructions to any transfer agent for the Purchaser Shares, in order to give effect to the transfer restrictions applicable thereto; and
13. the address of the Target Shareholder set out below is the sole address of the Target Shareholder as of the Execution Date and will be the sole address of the Target Shareholder as of the Closing Date.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Target Shareholder has executed this Certificate as of the Closing Date.

(Signature of Target Shareholder or Authorized Signatory of Target Shareholder if not an individual)

(Name of Target Shareholder)

(Name of Authorized Signatory – if the Target Shareholder is not an Individual)

(Title of Authorized Signatory – if the Target Shareholder is not an Individual)

(Address of Target Shareholder, including city, province of residence and postal code)

(Telephone Number)
Address)

(Email

Please indicate how you would like the Consideration Shares to be registered (if left blank, the Consideration Shares will be registered as DRS):

- X DRS
- PHYSICAL SHARE CERTIFICATE

Register the Consideration Shares as set forth below:

(Name to Appear on the DRS or Share Certificate)

(Address for Registration, including city, province of residence and postal code)

Delivery Information (only complete where a physical share certificate will be issued):

If a DRS will be issued for the Consideration Shares, the DRS will be sent by mail to the Address for Registration.

If a physical share certificate will be issued for the Consideration Shares, please provide the following delivery information:

(Name)

(Address)

(Contact Name)

(Telephone Number)

EXHIBIT A TO SCHEDULE B

CERTIFICATION OF U.S. PURCHASER

TO: LONGHORN EXPLORATION CORP. (the "Purchaser")

RE: ACQUISITION OF CONSIDERATION SHARES OF THE PURCHASER

Capitalized terms not specifically defined in this certification have the meanings given to such terms in that certain share exchange agreement (the "**Agreement**") among Longhorn Exploration Corp. (the "**Purchaser**"), PureWave Hydrogen Corp. (the "**Target**") and the shareholders of the Target, including the undersigned (the "**Target Shareholder**") to which this Exhibit A to Schedule B is attached. In the event of a conflict between the terms of this certification and such Agreement, the terms of this certification shall prevail.

In addition to the covenants, representations and warranties contained in the Agreement to which this Exhibit A to Schedule B is attached, the undersigned Target Shareholder covenants, represents and warrants to the Purchaser, that:

- (a) It is (i) in the "United States", as such term is defined in Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (ii) authorized to consummate the purchase of the Consideration Shares.
- (b) It has such knowledge, skill and experience in financial, investment and business matters as to be capable of evaluating the merits and risks of an investment in the Consideration Shares and it is able to bear the economic risk of loss of its entire investment. To the extent necessary, the Target Shareholder has retained, at his or her own expense, and relied upon, appropriate professional advice regarding the investment, tax and legal merits and consequences of the Agreement and acquiring, holding or disposing of the Consideration Shares.
- (c) The Purchaser has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning the Purchaser as it has considered necessary or appropriate in connection with its investment decision to acquire the Consideration Shares, including access to the Purchaser's public filings available on the System for Electronic Document Analysis and Retrieval (SEDAR+ / www.sedarplus.ca), and that any answers to questions and any request for information have been complied with to the Target Shareholder's satisfaction.
- (d) It is acquiring the Consideration Shares for its own account, or for the account of one or more persons for whom it is exercising sole investment discretion (for purposes of this Exhibit A to Schedule B, a "**Beneficial Purchaser**"), for investment purposes only and not with a view to any resale, distribution or other disposition of the Consideration Shares in violation of the United States federal or state securities laws.
- (e) The address of the Target Shareholder set out in Schedule B of the Agreement is the true and correct principal address of the Target Shareholder and can be relied on by the Purchaser for the purposes of state blue-sky laws and the Target Shareholder has not been formed for the specific purpose of purchasing the Consideration Shares.
- (f) It understands that (i) the Consideration Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and will be "restricted securities", as defined in Rule 144 under the U.S. Securities Act; (ii) the offer and sale of Consideration Shares contemplated hereby is being made in reliance on an exemption from

such registration requirements in reliance on Rule 506(b) of Regulation D under the U.S. Securities Act; and (iii) subject to certain exceptions provided under the U.S. Securities Act, the Consideration Shares may not be transferred unless such Consideration Shares are registered under the U.S. Securities Act and applicable state securities laws, or unless an exemption from such registration requirements is available.

(g) The Target Shareholder is, and if applicable, each Beneficial Purchaser for whose account it is purchasing the Consideration Shares is, an "accredited investor" as defined in Rule 501(a) of Regulation D under the U.S. Securities Act by virtue of meeting one of the following criteria **(please write "SUB" for the criteria the Target Shareholder meets and "BEN" for the criteria any persons for whose account or benefit the Target Shareholder is purchasing the Consideration Shares meet)**:

1. Initials _____ A bank, as defined in Section 3(a)(2) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
2. Initials _____ A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
3. Initials _____ A broker or dealer registered pursuant to Section 15 of the United States *Securities Exchange Act of 1934*; or
4. Initials _____ An insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; or
5. Initials _____ An investment company registered under the United States *Investment Company Act of 1940*, as amended; or
6. Initials _____ A business development company as defined in Section 2(a)(48) of the United States *Investment Company Act of 1940*, as amended; or
7. Initials _____ A small business investment company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the United States *Small Business Investment Act of 1958*, as amended; or
8. Initials _____ A rural business investment company as defined in Section 384A of the Consolidated Farm and Rural Development Act; or
9. Initials _____ A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of US\$5,000,000; or
10. Initials _____ An employee benefit plan within the meaning of the United States *Employee Retirement Income Security Act of 1974*, as amended, in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan with total assets in excess of US\$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are Accredited Investors; or
11. Initials _____ A private business development company as defined in Section 202(a)(22) of the United States *Investment Advisers Act of 1940*, as amended; or

12. Initials _____ An organization described in Section 501(c)(3) of the United States *Internal Revenue Code of 1986*, as amended, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the Consideration Shares offered, with total assets in excess of US\$5,000,000; or
13. Initials _____ Any director or executive officer of the Purchaser; or
14. Initials _____ A natural person whose individual net worth, or joint net worth, with that person's spouse, exceeds US\$1,000,000 as determined on the following basis:
- (i) the person's primary residence shall not be included as an asset;
 - (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the acquisition of securities contemplated by the accompanying Agreement, shall not be included as a liability (except that if the amount of such indebtedness outstanding at such time exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and
 - (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability; or
15. Initials _____ A natural person who had an individual income in excess of US\$200,000 in each of the two most recent years or joint income with that person's spouse in excess of US\$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or
16. Initials _____ A trust, with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the Consideration Shares offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the U.S. Securities Act; or
17. Initials _____ An entity owning investments in excess of U.S.\$5,000,000 that is not formed for the specific purpose of acquiring the securities being offered; or
18. Initials _____ A natural person that holds one of the following licenses in good standing: General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), or the Investment Adviser Representative license (Series 65); or
19. Initials _____ An investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state, or an investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act of 1940; or
20. Initials _____ A natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940 of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act; or

21. Initials _____ A "family office," as defined in Rule 202(a)(11)(G)-1 under the United States Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1): (i) with assets under management in excess of U.S.\$5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or
22. Initials _____ A "family client," as defined in Rule 202(a)(11)(G)-1 under the United States Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1)), of a family office meeting the requirements in Category 12 above and whose prospective investment in the issuer is directed by such family office pursuant to (iii) of Category 12 above; or
23. Initials _____ Any entity in which all of the equity owners are accredited investors as defined in Rule 501(a) of Regulation D under the U.S. Securities Act (if this alternative is checked, you must identify each equity owner and provide statements signed by each demonstrating how each qualifies as an accredited investor).

- (h) The Target Shareholder has not purchased the Consideration Shares as a result of any form of general solicitation or general advertising (as those terms are used in Rule 502(c) of Regulation D under the U.S. Securities Act), including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over the Internet, radio or television, or other form of telecommunications, including electronic display, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.
- (i) If the Target Shareholder decides to offer, sell, pledge or otherwise transfer any of the Consideration Shares, it will not offer, sell, pledge or otherwise transfer any of such Consideration Shares directly or indirectly, unless the transfer is:
- (i) to the Purchaser;
 - (ii) made outside the United States in a transaction meeting the requirements of either Rule 903 or 904 of Regulation S under the U.S. Securities Act and in compliance with applicable local laws and regulations;
 - (iii) made pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities or "blue sky" laws; or
 - (iv) made in a transaction that does not require registration under the U.S. Securities Act or any applicable state laws and regulations governing the offer and sale of securities,
- and, in the case of each of (iii) and (iv) it has prior to such sale furnished to the Purchaser and the registrar and transfer agent an opinion of counsel reasonably satisfactory to the Purchaser stating that such transaction is exempt from registration under applicable securities laws and that the legends referred to in paragraph (l) below may be removed.
- (j) It understands and agrees that the Consideration Shares may not be acquired in the United States unless registered under the U.S. Securities Act and any applicable state securities laws or unless an exemption from such registration requirements is available.
- (k) It acknowledges that it has not purchased the Consideration Shares as a result of, and will not itself engage in, any "directed selling efforts" (as defined in Regulation S under the U.S. Securities Act) in the United States in respect of the Consideration Shares which would include

any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the sale or resale of the Consideration Shares.

- (l) It understands and acknowledges that the certificates representing the Consideration Shares, as well as all certificates issued in exchange for or in substitution of the foregoing, until such time as is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws, will bear, on the face of such certificate, the following legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE ISSUER THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE ISSUER; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE ISSUER AND THE REGISTRAR AND TRANSFER AGENT AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO SUCH EFFECT.

THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT "GOOD DELIVERY" OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE."

provided, that if the Purchaser is determined to be a "foreign issuer" as defined under Regulation S of the U.S. Securities Act at the time the Consideration Shares are acquired under the Agreement and the Consideration Shares are subsequently being resold by a non-affiliate of the Purchaser outside the United States in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act, the legend set forth above may be removed by providing an executed declaration to the registrar and transfer agent of the Purchaser, in substantially the form set forth as Appendix A attached hereto (or in such other forms as the Purchaser may prescribe from time to time) and, if requested by the Purchaser or the transfer agent, an opinion of counsel of recognized standing in form and substance satisfactory to the Purchaser and the transfer agent to the effect that such sale is being made in compliance with Rule 904 of Regulation S under the U.S. Securities Act; and provided, further, that, if any Consideration Shares are being sold pursuant to Rule 144 of the U.S. Securities Act, the legend may be removed by delivery to the registrar and transfer agent and the Purchaser of an opinion of counsel, of recognized standing reasonably satisfactory to the Purchaser, that such legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws.

- (m) It understands and acknowledges that (i) if the Purchaser is deemed to have been at any time previously an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents, Rule 144 under the U.S. Securities Act may not be available for resales

of the Consideration Shares and (ii) the Purchaser is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the Consideration Shares.

- (n) It understands and agrees that there may be material tax consequences to the Target Shareholder of an acquisition, holding and disposition of the Consideration Shares. The Purchaser gives no opinion and makes no representation with respect to the tax consequences to the Target Shareholder under United States, state, local or foreign tax law of the undersigned's acquisition, holding or disposition of such Consideration Shares; in particular, no determination has been made whether the Purchaser will be a "passive foreign investment company" within the meaning of Section 1297 of the United States Internal Revenue Code of 1986, as amended ("**PFIC**"). The tax consequences for prospective investors who are resident in, or citizens of, the United States are not described in the Agreement. The Target Shareholder is solely responsible for determining the tax consequences applicable to its particular circumstances and should consult its own tax advisors concerning investment in such Consideration Shares.
- (o) It understands and acknowledges that: (i) if the Purchaser were to be classified as a PFIC for a tax year in which the Target Shareholder owns Consideration Shares, the Target Shareholder would be subject to adverse United States federal income tax consequences that might be mitigated if it were to make a timely "qualified electing fund" ("**QEF**") election (as such term is defined in the United States Internal Revenue Code of 1986, as amended); (ii) the Target Shareholder's ability to make a QEF election will depend in part upon the Purchaser complying with certain record keeping and information delivery requirements; and (iii) there is no assurance that the Purchaser will satisfy the record keeping requirements that apply to a PFIC, or that the Purchaser will supply the Target Shareholder with the information that the Target Shareholder is required to report under QEF rules if the Purchaser is a PFIC and the Target Shareholder wishes to make a QEF election. Therefore, the Target Shareholder understands and acknowledges that it may not be able to make a QEF election with respect to the Consideration Shares.
- (p) It understands and acknowledges that the Purchaser is incorporated outside the United States, that some or all of its directors and officers and certain of its properties are located outside the United States. Consequently, it may be difficult to provide service of process on the Purchaser and its directors and officers, and it may be difficult to enforce any judgment against the Purchaser and its directors and officers.
- (q) It understands that (i) the Purchaser may be deemed to be an issuer that is, or that has been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents (a "**Shell Company**"), (ii) if the Purchaser is deemed to be, or to have been at any time previously, a Shell Company, Rule 144 under the U.S. Securities Act may not be available for resales of the Consideration Shares and (iii) the Purchaser is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the Consideration Shares.
- (r) It understands that the financial statements of the Purchaser have been prepared in accordance with International Financial Reporting Standards and therefore may be materially different from financial statements prepared under U.S. generally accepted accounting principles and therefore may not be comparable to financial statements of United States companies.
- (s) It consents to the Purchaser making a notation on its records or giving instructions to any transfer agent of the Purchaser in order to implement the restrictions on transfer set forth and described in this Exhibit A to Schedule B and the Agreement.
- (t) It understands that the Consideration Shares are "restricted securities" under applicable federal securities laws, and that the U.S. Securities Act and the rules of the SEC provide in substance that the Target Shareholder may dispose of the Consideration Shares only pursuant to an

effective registration statement under the U.S. Securities Act or an exemption therefrom, and, other than as set out herein, the Target Shareholder understands that the Purchaser has no obligation and has no present intention of filing with the SEC or with any state securities commission any registration statement to register any of the Consideration Shares or to take action so as to permit resales pursuant to the U.S. Securities Act (including Rule 144 thereunder). Accordingly, the Target Shareholder understands that absent registration, under the rules of the SEC, the Target Shareholder may be required to hold the Consideration Shares indefinitely or to transfer the Consideration Shares in transactions which are exempt from registration under the U.S. Securities Act. As a consequence, the Target Shareholder understands that it must bear the economic risks of the investment in the Consideration Shares for an indefinite period of time.

- (u) It understands and acknowledges that the Purchaser may not be a "foreign issuer" within the meaning of Regulation S under the U.S. Securities Act at the time the Consideration Shares are issued under the Agreement.
- (v) It has no intention to distribute, and shall not transfer, either directly or indirectly any of the Consideration Shares to any person within the United States except pursuant to an effective registration statement under the U.S. Securities Act, or an exemption therefrom.
- (w) It understands that no agency, governmental authority, regulatory body, stock exchange or other entity (including, without limitation, the SEC or any state securities commission) has made any finding or determination as to the merit of investment in, nor have any such agencies or governmental authorities made any recommendation or endorsement with respect, to the Consideration Shares.
- (x) If required by applicable securities legislation, regulatory policy or order or by any securities commission, stock exchange or other regulatory authority, it will execute, deliver and file and otherwise assist the Purchaser in filing reports, questionnaires, undertakings and other documents with respect to the issue of the Purchaser.
- (y) It acknowledges that the consideration for the Consideration Shares will not represent proceeds of crime for the purposes of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (the "PATRIOT Act") and the undersigned acknowledges that the Purchaser may in the future be required by law to disclose the undersigned's name and other information relating to the Agreement and the undersigned's acquisition of the Consideration Shares hereunder, on a confidential basis, pursuant to the PATRIOT Act. No portion of the purchase price of the Consideration Shares to be provided by the undersigned (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of the United States of America, or any other jurisdiction, or (ii) is being tendered on behalf of a person or entity who has not been identified to or by the undersigned, and it shall promptly notify the Purchaser if the undersigned discovers that any of such representations ceases to be true and provide the Purchaser with appropriate information in connection therewith.
- (z) It understands and acknowledges that it is making the representations and warranties and agreements contained herein with the intent that they may be relied upon by the Purchaser in determining its eligibility to acquire the Consideration Shares. It understands that the representations, warranties and covenants made by the Target Shareholder in this certification will form the basis of the exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws for the issuance of the Consideration Shares.

ONLY U.S. PURCHASERS NEED COMPLETE AND SIGN

Dated _____ 2024.

X _____
Signature of individual (if Target Shareholder **is** an individual)

X _____
Authorized signatory (if Target Shareholder **is not** an individual)

Name of Target Shareholder (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory
(**please print**)

Appendix A to Exhibit A

CERTIFICATION OF U.S. PURCHASER

Form of Declaration for Removal of Legend

TO: Longhorn Exploration Corp. (the "Corporation")

TO: Registrar and transfer agent for the common shares of the Corporation

The undersigned (A) acknowledges that the sale of the securities of the Corporation to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), and (B) certifies that (1) the undersigned is not (i) an "affiliate" (as that term is defined in Rule 405 under the U.S. Securities Act) of the Corporation, (ii) a "distributor" as defined in Regulation S under the U.S. Securities Act or (iii) an affiliate of a distributor; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the TSX Venture Exchange, the Toronto Stock Exchange or another "designated offshore securities market" as defined in Regulation S and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as that term is defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace such securities with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U. S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act. The undersigned in making this declaration acknowledges that the Corporation is relying on the contents hereof and hereby agrees to indemnify and hold harmless the Corporation for any and all liability, losses, claims and demands in any way related to the subject matter of this declaration.

Dated _____ 20____.

X _____

Signature of individual (if Seller **is** an individual)

X _____

Authorized signatory (if Seller is **not** an individual)

Name of Seller (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory
(**please print**)

Affirmation by Seller's Broker-Dealer
(Required for sales pursuant to Section (B)(2)(b) above)

We have read the foregoing representations of our customer, _____ (the "Seller") dated _____, with regard to the sale of the securities pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act") (the "sale"), for such Seller's account, of the _____ represented by certificate number _____ of the Corporation described therein, and we hereby affirm that, to the best of our knowledge and belief, the facts set forth therein are full, true and correct and on behalf of ourselves we certify and affirm that (A) no offer to sell the securities was made to a person in the United States and we have no knowledge that the transaction had been prearranged with a buyer in the United States, (B) the transaction was executed on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange or other designated offshore securities market, (C) neither we, nor any person acting on our behalf, engaged in any directed selling efforts in connection with the offer and sale of such securities, and (D) no selling concession, fee or other remuneration is being paid to us in connection with this offer and sale other than the usual and customary broker's commission that would be received by a person executing such transaction as agent..

Terms used herein have the meanings given to them by Regulation S.

Name of Firm

Name of Firm

By:

Authorized Officer

Dated: _____ 20 ____.

SCHEDULE C

MAP OF THE PROPERTIES



