

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made effective as of the 27th day of June, 2022.

AMONG:

COSA RESOURCES CORP., a company incorporated under the laws of British Columbia

(the “**Issuer**”)

AND:

POLARIS URANIUM CORP., a company incorporated under the laws of British Columbia

(“**Polaris**”)

AND:

THE SHAREHOLDERS OF POLARIS, who have executed Schedule B to this Agreement and who are therefore made a party to this Agreement

(herein individually referred to as a “**Polaris Shareholder**” and collectively as “**Polaris Shareholders**”)

WHEREAS:

- A. the Issuer is a reporting issuer in the Province of British Columbia, Alberta and Ontario;
- B. the Polaris Shareholders are the beneficial and legal owners of all of the issued and outstanding Polaris Shares; and
- C. the Issuer wishes to purchase and acquire all of the issued and outstanding Polaris Shares from the Polaris Shareholders in exchange for the Issuer Consideration Shares, upon and subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

1. INTERPRETATION

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

- (a) “**Agreement**” means this agreement and includes any agreement amending this agreement or any agreement or instrument which is supplemental or ancillary thereof, and the expressions “above”, “below”, “herein”, “hereto”, “hereof” and similar expressions refer to this agreement;

- (b) “**Applicable Law**” means, with respect to any Person, all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority, regulatory body or stock exchange;
- (c) “**Business**” means the business presently and heretofore carried on by the Issuer or Polaris, as the case may be, as a going concern and the intangible goodwill associated therewith and any and all interests of whatsoever kind and nature related thereto;
- (d) “**Closing**” means the completion of the Transaction on the Closing Date pursuant to the terms and conditions contained in this Agreement;
- (e) “**Closing Date**” means June 30, 2022, or such other date upon which the Issuer and Polaris mutually agree;
- (f) “**Documents**” means all contracts, agreements, documents, permits, licenses, certificates, plans, drawings, specifications, reports, compilations, analysis, studies, financial statements, budgets, market surveys, minute books, corporate records, corporate seals and any other documents or information of whatsoever nature relating to the Issuer or Polaris, as the case may be, and any all rights in relation thereto;
- (g) “**Effective Date**” means the date of this Agreement;
- (h) “**Encumbrance**” means, whether or not registered or registrable or recorded or recordable, and regardless of how created or arising:
 - (i) a mortgage, assignment of rent, lien, encumbrance, adverse claim, charge, restriction, title defect, security interest, hypothec or pledge, whether fixed or floating, against assets or property (whether real, personal, mixed, tangible or intangible), hire purchase agreement, conditional sales contract, title retention agreement, equipment trust or financing lease, and a subordination to any right or claim of others in respect thereof;
 - (ii) a claim, interest, or estate against or in assets or property (whether real, personal, mixed, tangible or intangible), including, without limitation, an easement, right-of-way, servitude or other similar right in property granted to or reserved or taken by any Person;
 - (iii) an option or other right to acquire any interest in, any assets or property (whether real, personal, mixed, tangible or intangible);
 - (iv) a lien or charge for taxes, assessments, duties, fees, premiums, imposts, levies and other charges imposed by any lawful authority;
 - (v) any other encumbrance of whatsoever nature and kind against assets or property (whether real, personal, mixed, tangible or intangible); or
 - (vi) any agreement to create, or right capable of becoming, any of the foregoing;
- (i) “**Exchange**” means the Canadian Securities Exchange or such other recognized Canadian stock exchange on which the Issuer Shares are listed at the relevant time;
- (j) “**Governmental Authority**” means any government or governmental, administrative, regulatory or judicial body, department, commission, authority, tribunal, agency or entity;

- (k) “**Issuer**” means Cosa Resources Corp.;
- (l) “**Issuer Consideration Shares**” means the 4,300,000 Issuer Shares to be issued by the Issuer to the Polaris Shareholders, pro rata, in exchange for the Polaris Shares at the Closing pursuant to the terms and conditions of this Agreement;
- (m) “**Issuer Disclosure Record**” means the Issuer’s financial statements, management information circulars, material change reports, technical reports, press releases and all documents filed publicly by the Issuer on SEDAR;
- (n) “**Issuer Shares**” means the common shares of the Issuer;
- (o) “**Material Adverse Change**” means any change (or any condition, event or development involving a prospective change) in the business, operations, results of operations, assets, capitalization, financial condition, licences, permits, concessions, rights, liabilities, prospects or privileges, whether contractual or otherwise, of the party referred to which is, or would reasonably be expected to be, materially adverse to the business of such party other than a change: (i) which has prior to the date hereof been publicly disclosed or otherwise disclosed in writing to the other party; or (ii) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada or elsewhere;
- (p) “**Mineral Claims**” means the minerals claims currently held by Polaris, as further described in Schedule C of this Agreement;
- (q) “**Polaris Shareholders**” means the Persons who will, at Closing, beneficially and legally own the Polaris Shares, as set forth and described in Schedule A to this Agreement;
- (r) “**Polaris Shares**” means the 4,300,000 issued and outstanding common shares in the authorized share structure of Polaris, being all of the issued and outstanding common shares in the capital of Polaris as at the Time of Closing;
- (s) “**Permits**” means all licenses, permits and similar rights and privileges that are required and necessary under applicable legislation, regulations, rules and orders for the Issuer or Polaris, as the case may be, to own and operate their assets and Business or for the status and qualification of the Issuer or Polaris, as the case may be, to own and operate their assets and to carry on their Business;
- (t) “**Person**” means an individual, company, corporation, body corporate, partnership, joint venture, society, association, trust or unincorporated organization, or any trustee, executor, administrator, or other legal representative;
- (u) “**Related Person**” has the meaning ascribed in Policy 1 – Interpretation and General Provisions of the Exchange, as amended from time to time;
- (v) “**Securities Act**” means the *Securities Act* (British Columbia) and the regulations promulgated thereunder, as amended and restated from time to time;
- (w) “**SEDAR**” means the System for Electronic Document Analysis and Retrieval developed by the Canadian Securities Administrators;
- (x) “**Tax Act**” means the *Income Tax Act* (Canada), as amended and restated from time to time;

- (y) “**Time of Closing**” means 11:00 a.m. (Vancouver, B.C. local time) on the Closing Date or such other time upon which the Issuer and Polaris mutually agree; and
- (z) “**Transaction**” means the acquisition of the Polaris Shares by the Issuer in exchange for the Issuer Consideration Shares, upon and subject to the terms and conditions of this Agreement.

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

2. PURCHASE AND SALE

2.1 **Agreement and Consideration** – Upon and subject to the terms and conditions of this Agreement, the Polaris Shareholders hereby agree, to the extent applicable to each of them, to sell, transfer and convey to the Issuer, and the Issuer agrees to purchase, all and no less than all of the Polaris Shares owned by such Polaris Shareholders as set forth and described in Schedule A, in consideration for the issuance of the Issuer Consideration Shares, on a pro rata basis, each at a deemed price per Issuer Consideration Share equal to the minimum price permitted by the Exchange.

2.2 **Purchase of Entire Interest** – It is the understanding of the parties hereto that this Agreement provides for the purchase of all of the Polaris Shares that are owned or held by the Polaris Shareholders at the Time of Closing, whether same are owned as at the date hereof or to be acquired after the date hereof and prior to the Time of Closing, and the Polaris Shareholders therefore covenant and agree with the Issuer that, if prior to the Time of Closing, they acquire any further shares or securities of Polaris or rights to acquire any shares or securities of Polaris, in addition to those set forth in this Agreement, then such shares or securities of Polaris shall be subject to the terms of this Agreement, and shares or securities of Polaris shall be delivered or such rights shall be transferred to the Issuer at the Time of Closing, without the payment of any additional or further consideration.

2.3 **Delivery of Shares** – Subject to the fulfilment of all of the terms and conditions hereof (unless waived as herein provided), at the Time of Closing, the Polaris Shareholders shall be deemed to have delivered to the Issuer certificates or equivalents representing the Polaris Shares to the Issuer and the Polaris Shareholders acknowledge that, without further action required, the share certificates evidencing the Polaris Shares shall be cancelled upon completion of the Transaction, in accordance with Article 11 hereof.

2.4 **Acknowledgements of Polaris Shareholders** – Each Polaris Shareholder hereby acknowledges and agrees with the Issuer as follows:

- (a) the transfer of the Polaris Shares to the Issuer, and the issuance of the Issuer Consideration Shares to the Polaris Shareholders will be made pursuant to appropriate exemptions (the “**Exemptions**”) from the formal takeover bid and prospectus requirements of applicable securities laws;
- (b) as a consequence of acquiring the Issuer Consideration Shares pursuant to the Exemptions:
 - (i) the Issuer is relying on an exemption from the requirements to provide the Polaris Shareholders with a prospectus and to sell securities through a Person registered to sell securities under the Securities Act and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and

remedies provided by the Securities Act, including statutory rights of rescission or damages, will not be available to the Polaris Shareholders,

- (ii) the Polaris Shareholders may not receive information that might otherwise be required to be provided to the Polaris Shareholders, and the Issuer is relieved from certain obligations that would otherwise apply under the Securities Act if the Exemptions were not being relied upon by the Issuer,
 - (iii) there is no government or other insurance covering the Issuer Consideration Shares,
 - (iv) there are risks associated with the acquisition of the Issuer Consideration Shares,
 - (v) there are restrictions on the Polaris Shareholders' ability to resell the Issuer Consideration Shares and it is the responsibility of each Polaris Shareholders to find out what those restrictions are and to comply with them before selling the Issuer Consideration Shares, and
 - (vi) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Issuer Consideration Shares;
- (c) the Polaris Shareholders is knowledgeable of, or has been independently advised as to, the Applicable Law of that jurisdiction which applies to the sale of the Polaris Shares and the issuance of the Issuer Consideration Shares and which may impose restrictions on the resale of such Issuer Consideration Shares in that jurisdiction and it is the responsibility of each Polaris Shareholders to become aware of what those trade restrictions are, and to comply with them before selling the Issuer Consideration Shares;
- (d) the Issuer Consideration Shares may be subject to certain resale restrictions under Applicable Law, and the Polaris Shareholders agree to comply with such restrictions and the Polaris Shareholders also acknowledge that the certificates for the Issuer Consideration Shares may bear an applicable legend or legends respecting restrictions on transfers as required under Applicable Law if and as required (or legend notation on each applicable Issuer Consideration Security issued electronically in a direct registration system), and that each Polaris Shareholders has been advised to consult its own legal advisor with respect to applicable resale restrictions and that each is solely responsible for complying with such restrictions; and
- (e) the Issuer Consideration Shares issued to each Polaris Shareholder will be subject to voluntary resale restrictions which will prevent such Polaris Shareholder from selling, transferring or otherwise disposing of the Issuer Consideration Shares until such shares are released to each Polaris Shareholder in accordance with the following release schedule: (i) 25% of the Issuer Consideration Shares on the date that is six months following the Closing Date; (ii) 25% of the Issuer Consideration Shares on the date that is twelve months following the Closing Date; (iii) 25% of the Issuer Consideration Shares on the date that is eighteen months following the Closing Date; and (iv) 25% of the Issuer Consideration Shares on the date that is twenty-four months following the Closing Date.

3. COVENANTS AND AGREEMENTS

3.1 Given by Polaris – Polaris covenants and agrees with the Issuer that it will:

- (a) take all corporate action necessary to approve and complete the Transaction;

- (b) permit representatives of the Issuer, at their own cost, reasonable access during normal business hours to Polaris' Documents including, without limitation, all of the assets, contracts, financial records and minute books of Polaris, so as to permit the Issuer to make such investigation of Polaris as the Issuer deems reasonably necessary;
- (c) use its commercially reasonable efforts to obtain all required third party consents, Permits, approvals, authorizations, filings, assignments or waivers and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfil its obligations hereunder and to carry out the transactions contemplated by this Agreement, including obtaining any shareholder approvals, consents or agreements as may be required under applicable corporate laws, securities laws and the constating documents of Polaris to be able to fulfill its obligations hereunder;
- (d) comply with the terms hereof and faithfully and expeditiously seek to satisfy the conditions precedent set out Section 6.1 and 6.2 so as to close the Transaction and all related transactions by the Closing Date;
- (e) use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of it contained herein shall be true and correct in all material respects on and as of the Closing Date as if made on the Closing Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein; and
- (f) notify the Issuer immediately upon becoming aware that any of the representations or warranties of it contained herein are no longer true and correct in any material respect.

3.2 **Given by the Issuer** - the Issuer covenants and agrees with Polaris and the Polaris Shareholders that the Issuer will:

- (a) take all corporate action necessary to approve and complete the Transaction;
- (b) use its commercially reasonable efforts to obtain all required third party consents, Permits, approvals, authorizations, filings, assignments or waivers and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfil its obligations hereunder and to carry out the transactions contemplated by this Agreement, including obtaining any shareholder approvals, consents or agreements as may be required under applicable corporate laws, securities laws and the constating documents of the Issuer to be able to fulfill its obligations;
- (c) comply with the terms hereof and faithfully and expeditiously seek to satisfy the conditions precedent set out in Sections 6.1 and 6.3 and to close the Transaction and related transactions by the Closing Date;
- (d) use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of it contained herein shall be true and correct in all material respects on and as of the Closing Date as if made on the Closing Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein; and
- (e) notify Polaris immediately upon becoming aware that any of the representations or warranties of it contained herein are no longer true and correct in any material respect.

4. **FINDER'S FEE**

The parties agree that neither has entered into, nor will enter into on or before the Time of Closing, an agreement to pay any amount or issue any securities to any third party in respect of the consummation of the Transaction (a "**Finder's Fee**"), and the Issuer and Polaris (on its own behalf and on behalf of the Polaris Shareholders) each represent and warrant to the other that it shall not pay a Finder's Fee in connection with the Transaction.

5. **TRANSACTION EXPENSES**

Each of the parties hereto shall be responsible for all costs (including, but not limited to, financial advisory, accounting, legal and other professional or consulting fees and expenses) incurred by such party in connection with the Transaction.

6. **CONDITIONS PRECEDENT**

6.1 **In Favour of all Parties** - The obligations of all parties under this Agreement are subject to the fulfillment of the following conditions prior to the Time of Closing or such other time as herein provided:

- (a) the Issuer making all filings which may be required under Applicable Law;
- (b) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Transaction;
- (c) there being no prohibition at law against closing of the Transaction;
- (d) all consents, orders and approvals required for the completion of the Transaction and transactions ancillary thereto shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances, all on terms satisfactory to all of the parties hereto, acting reasonably; and
- (e) this Agreement shall have not been terminated in accordance with Article 10 of this Agreement.

The conditions precedent set forth above are for the benefit of all parties and may only be waived in writing by the Issuer and Polaris for itself, and on behalf of the Polaris Shareholders, in whole or in part on or before the Time of Closing.

6.2 **In Favour of the Issuer** – the Issuer's obligations under this Agreement are subject to the fulfillment of the following conditions prior to Time of Closing or such other time as herein provided:

- (a) the Polaris Shareholders and Polaris shall have materially complied with all of their respective covenants and agreements contained in this Agreement;
- (b) the representations and warranties of the Polaris Shareholders and Polaris contained in this Agreement shall be true and correct in all material respects as if such representations and warranties had been made by each of the Polaris Shareholders and Polaris as of the Time of Closing;
- (c) the Issuer will have determined in its sole judgment, acting reasonably, that no Material Adverse Change in the condition of Polaris, during the time between the Effective Date and the Time of Closing, has occurred;

- (d) there being no legal proceeding or regulatory actions or proceedings against Polaris at the Time of Closing which may, if determined against the interest of Polaris, cause a Material Adverse Change to Polaris; and
- (e) all documents to be delivered pursuant to Section 8.2 will be completed and satisfactory in form and substance to the Issuer's counsel, acting reasonably, and the Issuer will have received all executed counterparts, original and certified or other copies of such documents as such counsel may reasonably request.

The conditions precedent set forth above are for the exclusive benefit of the Issuer and may be waived by it in whole or in part on or before the Time of Closing.

6.3 In Favour of Polaris and the Polaris Shareholders – The respective obligations of Polaris and the Polaris Shareholders under this Agreement are subject to the fulfilment of the following conditions:

- (a) the Issuer shall have materially complied with all of its covenants and agreements hereunder to be performed and complied with on or before the Time of Closing;
- (b) the representations and warranties of the Issuer contained in this Agreement shall be true and correct in all material respects as if such representations and warranties had been made by the Issuer as of the Time of Closing; and
- (c) all documents to be delivered pursuant to Section 8.3 will be completed and satisfactory in form and substance to Polaris, acting reasonably, and they will have received all executed counterparts, original and certified or other copies of such documents as may reasonably request.

The conditions precedent set forth above are for the exclusive benefit of Polaris and the Polaris Shareholders and may be waived by Polaris for itself, and on behalf of the Polaris Shareholders, in whole or in part on or before the Time of Closing.

7. REPRESENTATIONS AND WARRANTIES

7.1 Concerning the Issuer - In order to induce Polaris and the Polaris Shareholders to enter into this Agreement and complete their respective obligations hereunder, the Issuer represents and warrants to Polaris and the Polaris Shareholders that:

- (a) the Issuer is a valid and subsisting corporation incorporated under the laws of British Columbia;
- (b) the Issuer is duly registered and licenced to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of that jurisdiction and is not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;
- (c) the Issuer has full corporate power and authority to carry on its Business as now carried on by it, to enter into this Agreement and will have at the Time of Closing, full power and authority to complete the Transaction and related transactions and to carry out its obligations hereunder. This Agreement has been, and the Transaction will be at the Time of Closing, duly authorized by all necessary shareholder and corporate action on the part of the Issuer, and this Agreement constitutes a valid and binding obligation of the Issuer in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable

remedies such as specific performance or injunction are granted at the discretion of a court of competent jurisdiction;

- (d) the execution and delivery of this Agreement by the Issuer and the performance of its obligations under this Agreement will not:
 - (i) conflict with, or result in the breach or the acceleration of any indebtedness under, or constitute default under the constating documents of the Issuer, or any indenture, mortgage, agreement, lease, licence, contract, permit or other instrument of any kind whatsoever to which the Issuer is a party or by which it is bound, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which the Issuer is bound;
 - (ii) result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever by the Issuer; or
 - (iii) violate the constating documents of the Issuer, or any resolutions of the directors or shareholders of the Issuer;
- (e) as of the date hereof, the authorized capital of the Issuer consists of an unlimited number of common shares. Except as contemplated herein or as disclosed in the Issuer Disclosure Record, no Person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of the Issuer or any other security convertible into or exchangeable for any such shares, or to require the Issuer to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital;
- (f) the Issuer is a “reporting issuer” in British Columbia, Alberta and Ontario as that term is defined in the Securities Act, is not in material default of any requirement of the Securities Act and is not noted as being a “defaulting reporting issuer” (or any analogous terms) in any such jurisdiction;
- (g) the Issuer Disclosure Record does not contain any misrepresentations (as such term is defined in the Securities Act) and does not omit to state a material fact (as such term is defined in the Securities Act) which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;
- (h) no order ceasing, halting or suspending trading in securities of the Issuer nor prohibiting the sale of such securities has been issued to and is outstanding against the Issuer; and no investigations or proceedings for such purposes are pending or threatened;
- (i) upon their issuance, the Issuer Consideration Shares will be validly issued and outstanding as fully paid and non-assessable securities of the Issuer registered in accordance with the instructions provided by each Polaris Shareholder on its respective execution page hereof, free and clear of all liens, charges, escrow conditions or Encumbrances of any kind whatsoever other than those imposed by applicable securities laws under the Securities Act, or as otherwise contemplated in this Agreement.

7.2 Concerning Polaris - In order to induce the Issuer to enter into this Agreement and complete its obligations hereunder Polaris represents and warrants to the Issuer that,

- (a) Polaris is a valid and subsisting corporation incorporated under the laws of British Columbia;

- (b) Polaris is duly registered and licenced to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of that jurisdiction and is not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;
- (c) Polaris has full corporate power and authority to carry on its Business as now carried on by it, to enter into this Agreement and will have at the Time of Closing, full power and authority to complete the Transaction and related transactions and to carry out its obligations hereunder. This Agreement has been, and the Transaction will be at the Time of Closing, duly authorized by all necessary shareholder and corporate action on the part of Polaris, and this Agreement constitutes a valid and binding obligation of Polaris in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance or injunction are granted at the discretion of a court of competent jurisdiction;
- (d) the execution and delivery of this Agreement by Polaris and the performance of its obligations under this Agreement will not:
 - (i) conflict with, or result in the breach or the acceleration of any indebtedness under, or constitute default under the constating documents of Polaris, or any indenture, mortgage, agreement, lease, licence, contract, permit or other instrument of any kind whatsoever to which Polaris is a party or by which it is bound, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which Polaris is bound;
 - (ii) result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever by Polaris; or
 - (iii) violate the constating documents of Polaris, or any resolutions of the directors or shareholders of Polaris;
- (e) as of the date hereof, the authorized capital of Polaris consists of an unlimited number of common shares without par value, of which 4,300,000 Polaris Shares, registered in the names of the Polaris Shareholders, are issued and outstanding as fully paid and non-assessable, and such shares are free and clear of all trading restrictions (except as provided for herein, pursuant to Applicable Law and in the articles of Polaris), liens, charges or Encumbrances of any kind whatsoever. No Person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of Polaris or any other security convertible into or exchangeable for any such shares, or to require Polaris to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital;
- (f) Polaris is the registered and legal owner of the Mineral Claims;
- (g) Polaris is in material compliance with all Applicable Laws in the jurisdictions in which it carries on Business and which may materially affect Polaris, has not received a notice of non-compliance, nor does Polaris know of any facts that could give rise to a notice of such non-compliance with any such laws, regulations and statutes, and Polaris is not aware of any pending change or contemplated change to any Applicable Law or governmental position that would materially affect the Business of Polaris or the Business or legal environment under which Polaris operates;

- (h) all securities of Polaris have been issued in compliance with all Applicable Laws, including the Securities Act. There are no securities of Polaris outstanding, other than the Polaris Shares, which have the right to vote generally, or are convertible into or exchangeable for securities having the right to vote generally, with the holders of Polaris Shares on any matter. There are no outstanding contractual or other obligations of Polaris to repurchase, redeem or otherwise acquire any of Polaris' securities. There are no outstanding bonds, debentures or other evidences of indebtedness of Polaris having the right to vote with the holders of the outstanding Polaris Shares on any matters;
- (i) Polaris has made available to the Issuer for inspection true and complete copies of all material contracts to which Polaris is a party and that are currently in force (the "**Polaris Material Contracts**"). The Polaris Material Contracts are in full force and effect, and Polaris is entitled to all rights and benefits thereunder in accordance with the terms thereof. All the Polaris Material Contracts are valid and binding obligations, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction. Polaris has complied in all material respects with all terms of the Polaris Material Contracts, has paid all amounts due thereunder if, as and when due, has not waived any rights thereunder and no material default or breach exists in respect thereof on the part of Polaris or on the part of any other party thereto, and no event has occurred which, after the giving of notice or the lapse of time or both, could constitute such a default or breach or trigger a right of termination of any of the Polaris Material Contracts;
- (j) Polaris has obtained and is in compliance with all Permits required by Applicable Laws necessary to conduct its Business as now being conducted. There are no facts, events or circumstances that would reasonably be expected to result in a failure to obtain or be in compliance with the Permits as are necessary to conduct its Business;
- (k) Polaris is not a party to any actions, suits or proceedings which could materially affect its business or financial condition and no such actions, suits or proceedings are contemplated or have been threatened;
- (l) there are no judgments against Polaris which are unsatisfied, nor are there any consent decrees or injunctions to which Polaris is subject;
- (m) the Polaris Shares are validly issued and outstanding as fully paid and non-assessable securities of Polaris, free and clear of all liens, charges or Encumbrances of any kind whatsoever;
- (n) Polaris is not subject to any regulatory decision or order prohibiting or restricting transfer of its securities;
- (o) other than the costs and expenses as set out in Section 5, there are no material liabilities of Polaris, whether direct, indirect, absolute, contingent or otherwise, except as may be disclosed in Polaris' business records provided to the Issuer and related to the ordinary course of business;
- (p) other than the costs and expenses as set out in Section 5, Polaris does not have any material outstanding indebtedness or liabilities and is not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness

of any Person that are material to Polaris, other than those specifically disclosed to the Issuer in writing prior to the date hereof;

- (q) the financial books, records and accounts of Polaris have in all material respects, been maintained in accordance with Applicable Law, in accordance with applicable accounting standards and, in each case, are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the assets of Polaris and accurately and fairly reflect the basis for all financial statements of Polaris;
- (r) Polaris does not have any subsidiaries (as such term is defined in the Securities Act);
- (s) Polaris has in all material respects complied with and is not in violation of any Applicable Laws;
- (t) the Polaris Shares are the only issued and outstanding “securities” of Polaris (as that term is defined in the Securities Act); and
- (u) all of the material transactions of Polaris have been recorded or filed in, or with, the books or records of Polaris and the minute books of Polaris contain all records of the material meetings and proceedings of shareholders and directors of Polaris actually held since its incorporation, as well as the current constating documents of Polaris, and no modifications or alterations to such constating documents have been proposed or approved by its shareholders or directors.

7.3 Concerning the Polaris Shareholders - In order to induce the Issuer to enter into this Agreement and complete its obligations hereunder, each of the Polaris Shareholders severally represents and warrants to the Issuer solely with respect to itself that:

- (a) if a corporation, it is a valid and subsisting corporation duly incorporated under the laws of the jurisdiction in which it is incorporated or formed;
- (b) it will be, at the Time of Closing, the legal and beneficial owner of the Polaris Shares registered in its name as set out in Schedule A, free and clear of all Encumbrances and has no right, title or interest in or to any additional shares or other securities of Polaris;
- (c) at the Time of Closing the Polaris Shareholder will have complete and unrestricted right, power and authority to transfer legal and beneficial title in and to its Polaris Shares to the Issuer, free and clear of all liens, claims, charges and Encumbrances whatsoever;
- (d) the Polaris Shareholder has not granted to anyone any option or right to acquire any of its Polaris Shares;
- (e) the entering into and performance of this Agreement and the transactions contemplated herein by it will not violate:
 - (i) if a corporation, its constating documents or bylaws;
 - (ii) will not result in the creation or imposition of any Encumbrance or restriction of any nature whatsoever in favour of a third party upon or against the Polaris Shares owned by it; or
 - (iii) any statute, regulation, by law, order, judgment, or decree by which it is bound, except for such violations which would not have a Material Adverse Change on the Polaris Shareholder;

- (f) if a corporation, the Polaris Shareholder has taken all necessary corporate action to permit and authorize the sale of its Polaris Shares to the Issuer;
- (g) the Polaris Shareholder is not a Related Person in respect of the Issuer;
- (h) it acknowledges and agrees to be bound by any restrictions on the resale of the Issuer Consideration Shares issued to it at the Closing that may be imposed by Applicable Law; and
- (i) the Polaris Shareholder has been advised to obtain independent legal and tax advice prior to entering into this Agreement.

7.4 **Survival** – The representations and warranties made by the parties under this Article 7 are true and correct as of the date hereof and shall be true and correct at the Time of Closing as though they were made at that time, and should such not be the case, the parties to whom the representations and warranties were made shall be entitled, for a period of two years following the Closing, to seek remedy against that party for any such misrepresentation or breach of warranty. After the expiration of such period, as applicable, no party shall have any further liability with respect to any breach of any representation or warranty contained herein, except for those alleged breaches for which notice has been given prior to the end of such period, as applicable.

7.5 **Limitations on Representations and Warranties** – The parties shall not be deemed to have made any representation or warranty other than as expressly made in Sections 7.1 to 7.4 hereof. Notwithstanding anything to the contrary contained herein, no party hereto shall be liable for any Losses resulting from or relating to any inaccuracy in or breach of any representation or warranty in this Agreement if the party seeking indemnification for such Losses had actual or constructive knowledge of such breach or inaccuracy before Closing.

8. CLOSING

8.1 **Closing Date** - The Closing shall take place at the Time of Closing at the offices of Forooghian + Company Law Corporation, Suite 401 – 353 Water Street, Vancouver, British Columbia, or at such other time, date or place upon which Polaris and the Issuer may mutually agree.

8.2 **Deliveries by Polaris and the Polaris Shareholders** - At the Time of Closing, upon the fulfillment or waiver of all of the conditions set out in Article 6, Polaris and the Polaris Shareholders shall deliver to the Issuer the following documents:

- (a) a certified true copy of the register of shareholders of Polaris, showing the Issuer as the sole shareholder of Polaris;
- (b) a share certificate of Polaris, registered in the name of the Issuer, representing 100% of the Polaris Shares issued and outstanding;
- (c) a certified true copy of the resolutions of the directors evidencing that the board of directors of Polaris, have approved this Agreement and all of the transactions of Polaris contemplated hereunder;
- (d) such other materials that are, in the opinion of the Issuer acting reasonably, required to be delivered by Polaris and the Polaris Shareholders in order for them to meet their obligations under this Agreement; and
- (e) evidence satisfactory to the Issuer and their legal counsel, acting reasonably, of the completion of all corporate proceedings of Polaris and all other matters which, in the

reasonable opinion of counsel for the Issuer, are necessary in connection with the transactions contemplated by this Agreement.

8.3 **Deliveries by the Issuer** - At the Time of Closing on the Closing Date, upon the fulfilment or waiver of all of the conditions set out in Article 6, the Issuer shall deliver to Polaris, on its own behalf and on behalf of the Polaris Shareholders:

- (a) the Issuer Consideration Shares duly registered in accordance with the instructions provided by the Polaris Shareholders on their respective execution page hereof;
- (b) such other materials that are, in the opinion of Polaris acting reasonably, required to be delivered by the Issuer in order for Polaris and/or the Polaris Shareholders to meet their obligations under this Agreement.

9. ORDINARY COURSE

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

10. TERMINATION

10.1 If any of the conditions contained in Article 6 hereof shall not be fulfilled or performed by the Closing Date, (the "**Termination Date**") or such other later date mutually agreed upon by the Issuer and Polaris and such condition is contained in:

- (a) Section 6.1 hereof, either of the Issuer or Polaris (on its own behalf and on behalf of the Polaris Shareholders) may terminate this Agreement by written notice to the Issuer or Polaris (on its own behalf and on behalf of the Polaris Shareholders), as applicable;
- (b) Section 6.2 hereof, the Issuer may terminate this Agreement by written notice to Polaris (on its own behalf and on behalf of the Polaris Shareholders); or
- (c) Section 6.3 hereof, Polaris (on its own behalf and on behalf of the Polaris Shareholders) may terminate this Agreement by written notice to the Issuer.

If this Agreement is terminated as aforesaid, the party terminating this Agreement shall be released from all obligations under this Agreement, all rights of specific performance against such party shall terminate and, unless such party can show that the condition or conditions the non-performance of which has caused such party to terminate this Agreement were reasonably capable of being performed by the other party, then the other party shall also be released from all obligations hereunder, and provided that any of such conditions may be waived in full or in part by either of the parties without prejudice to its rights of termination in the event of the non-fulfillment or non-performance of any other condition.

10.2 If any of the parties hereto shall determine at any time prior to the Closing Date that it intends to refuse to consummate the Transaction or any of the other transactions contemplated hereby because of any unfulfilled or unperformed condition contained in this Agreement on the part of the other of them to be fulfilled or performed, the party shall so notify the other of them forthwith upon making such

determination in order that such other of them shall have the right and opportunity to take such steps, at its own expense, as may be necessary for the purpose of fulfilling or performing such condition within a reasonable period of time, but in no event later than the Termination Date.

11. ACKNOWLEDGEMENT OF POLARIS SHAREHOLDERS

11.1 The Polaris Shareholders each acknowledge and agree that upon completion of the exchange of the Polaris Shares, any and all rights they may have in or to any securities of Polaris shall automatically (without any further action) be absolutely terminated and cancelled and no Polaris Shareholder shall be entitled to any consideration in respect of same other than as explicitly set forth herein.

12. STANDSTILL AGREEMENT

12.1 From the date of the acceptance of this Agreement until completion of the transactions contemplated herein or the earlier termination hereof, Polaris will not, directly or indirectly, solicit, initiate, assist, facilitate, promote or encourage proposals or offers from, entertain or enter into discussions or negotiations with, or provide information relating to its securities or assets, business, operations, affairs or financial condition to any Persons in connection with the acquisition or distribution of any securities of Polaris, or any amalgamation, merger, consolidation, arrangement, restructuring, refinancing, sale of any material assets of Polaris, unless such action, matter or transaction is (i) part of the transactions contemplated in this Agreement, (ii) satisfactory to, and is approved in writing in advance by the Issuer, (iii) is necessary to carry on the normal course of business or (iv) required as a result of the fiduciary duties of the directors and officers of the relevant company.

13. PUBLIC DISCLOSURE

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

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

13.3 **Personal Information** - Each of the Polaris Shareholders hereby consents to the disclosure of its personal information in connection with the transactions contemplated by this Agreement, including without limitation the Transaction, and acknowledges and consents to the fact that Polaris and the Issuer 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 Polaris Shareholders for the purposes of completing this Agreement and the transactions contemplated hereby. Each Polaris Shareholder acknowledges and consents to Polaris and the Issuer retaining such personal information for as long as permitted or required by law or business practices. Each Polaris Shareholder further acknowledges and consents to the fact that Polaris and the Issuer may be required by applicable securities legislation to provide regulatory authorities with any personal information provided by the Polaris Shareholders in this Agreement and each Polaris

Shareholder further consents to the public disclosure of such information by electronic filing or by any other means.

14. GENERAL

14.1 **Independent Legal Advice** - Polaris and the Polaris Shareholders acknowledge and agree that Forooghian + Company Law Corporation has acted as counsel only to the Issuer and that Forooghian + Company Law Corporation is not protecting the rights and/or interests of Polaris or the Polaris Shareholders. Polaris and the Polaris Shareholders acknowledge and agree that the Issuer and Forooghian + Company Law Corporation have given them the opportunity to seek independent legal advice with respect to the subject matter of this Agreement and, further, Polaris and the Polaris Shareholders represent and warrant that they have each sought independent legal advice or waived the right to seek such advice.

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

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

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

14.5 **Amendments** - 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 Issuer, Polaris and the Polaris Shareholders. Notwithstanding the foregoing, the provisions hereof may be altered, amended or modified on written consent of the Issuer and Polaris only, provided such alteration, amendment or modification is made for a purpose not inconsistent with the provisions of this Agreement and, in the opinion of counsel to the Issuer and Polaris, the rights of the Polaris Shareholders are in no way prejudiced thereby.

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

To the Issuer:

Cosa Resources Corp.
Suite 801 – 1295 Richards Street
Vancouver, British Columbia V6B 1B7

Attention: Wes Short
Email: wshort@cosaresources.ca

To Polaris or the Polaris Shareholders:

Polaris Uranium Corp.
c/o Suite 401 – 353 Water Street
Vancouver, British Columbia V6B 1B8

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

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

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

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

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

14.11 **Number and Gender** - Unless the context of this Agreement otherwise requires, to the extent necessary so that each clause will be given the most reasonable interpretation, the singular number will include the plural and vice versa, the verb will be construed as agreeing with the word so substituted, words importing the masculine gender will include the feminine and neuter genders, words importing persons will include firms and corporations and words importing firms and corporations will include individuals.

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

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

COSA RESOURCES CORP.

Per: (signed) "Authorized Signatory"
Authorized Signatory

POLARIS URANIUM CORP.

Per: (signed) "Authorized Signatory"
Authorized Signatory

SCHEDULE A – POLARIS SHAREHOLDERS AND CONSIDERATION

This Schedule A is incorporated by reference and deemed to form part of this Agreement dated as of the Effective Date.

[REDACTED – PERSONAL INFORMATION]

SCHEDULE B - Signatures of Polaris Shareholders (Corporation)

[REDACTED – PERSONAL INFORMATION]

SCHEDULE C**Mineral Claims**

Claim ID	Size	Effective Date	Good to Date
MC00015124	5686.2	September 15, 2021	December 14 th , 2023
MC00015125	5638.0	September 15, 2021	December 14 th , 2023
MC00015126	4920.7	September 15, 2021	December 14 th , 2023
MC00015127	5906.8	September 15, 2021	December 14 th , 2023
MC00015128	4715.8	September 15, 2021	December 14 th , 2023
MC00015137	3880.7	September 16, 2021	December 15 th , 2023
MC00015138	5851.5	September 16, 2021	December 15 th , 2023
MC00015139	5561.1	September 16, 2021	December 15 th , 2023
MC00015140	4538.4	September 16, 2021	December 15 th , 2023