

AMALGAMATION AGREEMENT

among

KORE MINING LTD.

and

EUREKA RESOURCES, INC.

and

1153956 B.C. LTD.

Dated as of February 24, 2018

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT (this “**Agreement**”) is made effective as of the 24th day of February, 2018.

AMONG:

KORE MINING LTD., a company existing under the laws of the Province of British Columbia

(“**KORE**”)

AND:

EUREKA RESOURCES, INC., a company incorporated under the laws of the Province of British Columbia

(“**Eureka**”)

AND:

1153956 B.C. LTD., a company incorporated under the laws of the Province of British Columbia

(“**Newco**”)

WHEREAS:

- A. Eureka is a public company, with the Eureka Shares listed on the TSXV under the symbol “EUK”;
- B. KORE is a privately held company;
- C. Newco is a wholly-owned subsidiary of Eureka, created solely for the purpose of effecting the Amalgamation;
- D. Eureka, KORE and Newco propose a business combination whereby KORE and Newco will amalgamate under Section 269 of the BCBCA on the terms described in this Agreement, and will continue as Amalco, a wholly-owned subsidiary of Eureka;
- E. Eureka proposes to issue Eureka Shares to the KORE Shareholders as hereinafter provided in connection with the Amalgamation;
- F. Following completion of the Amalgamation, Eureka will carry on, through Amalco, the business presently carried on by KORE;
- G. KORE and Newco will each require the approval of their respective shareholders for the Amalgamation and this Agreement pursuant to the requirements of the BCBCA;

H. The Transaction will constitute a Reverse Takeover of Eureka, as such term is defined in TSXV Policy 5.2, and will require the approval of the Eureka Shareholders pursuant to such policy;

I. As part of the Transaction, Eureka will: (i) change its name to “KORE Mining Ltd.” or such other name as KORE may determine in its sole discretion; and (ii) consolidate the Eureka Shares on the basis of ten pre-consolidation Eureka Shares for each one post-consolidation Eureka Share, which consolidation will require the approval of the Eureka Shareholders pursuant to the requirements of the BCBCA;

J. Concurrently with the execution and delivery of this Agreement, Eureka has entered into the KORE Support Agreements, pursuant to which the KORE Support Shareholders have agreed to vote the KORE Shares beneficially owned or controlled by them in favour of the KORE Resolution and to otherwise support the Transaction, all on the terms and subject to the conditions of the KORE Support Agreements; and

K. Concurrently with the execution and delivery of this Agreement, KORE has entered into the Eureka Support Agreements, pursuant to which the Eureka Support Shareholders have agreed to vote the Eureka Shares beneficially owned or controlled by them in favour of the Eureka Resolutions and to otherwise support the Transaction, all on the terms and subject to the conditions of the Eureka Support Agreements;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereby covenant and agree as follows:

ARTICLE 1 DEFINITIONS, INTERPRETATION AND SCHEDULES

1.1 Definitions

In this Agreement including the preamble hereto, unless the context otherwise requires, the following words shall have the following meanings:

“**1933 Act**” means the United States *Securities Act of 1933*;

“**1940 Act**” means the United States *Investment Company Act of 1940*;

“**43-101 Report**” means the NI 43-101 compliant technical report with respect to KORE’s Long Valley Project, to be prepared by a Qualified Person (as defined in NI 43-101) retained by KORE and issued and delivered to Eureka and the TSXV, in form and substance satisfactory to the TSXV, prior to the Effective Time;

“**affiliate**” has the meaning ascribed to it under the BCBCA;

“**Agreement**” means this amalgamation agreement, together with the schedules attached hereto, as amended, restated or supplemented from time to time;

“**Alternative Proposal**” means any inquiry or the making of any proposal from any Person or group of Persons “acting jointly or in concert” (within the meaning of National Instrument 62-104 – *Take Over Bids and Issuer Bids*) which constitutes, or may reasonably be expected to lead to

(in either case whether in one transaction or a series of transactions): (a) an acquisition or purchase of 20% or more of the voting securities of Eureka or KORE, as applicable; (b) any acquisition of a substantial amount of assets of Eureka or KORE, as applicable, taken as a whole; (c) an amalgamation, arrangement, merger, business combination, or consolidation involving Eureka or KORE, as applicable; (d) any take-over bid, issuer bid, exchange offer, recapitalization, liquidation, dissolution, reorganization or similar transaction involving Eureka or KORE, as applicable; or (e) any other transaction, the consummation of which would reasonably be expected to impede, interfere with, prevent or delay the transactions contemplated by this Agreement or the Transaction;

“**Amalco**” means the company resulting from the Amalgamation;

“**Amalco Shares**” means the common shares in the capital of Amalco;

“**Amalgamation**” means the amalgamation of KORE and Newco pursuant to Section 269 of the BCBCA on the terms and conditions set forth in this Agreement, subject to any amendment thereto in accordance herewith;

“**Amalgamation Affidavits**” means the affidavits of a director or officer of each of KORE and Newco required under the provisions of Section 277 of the BCBCA;

“**Amalgamation Application**” means the Form 13 *Amalgamation Application* prescribed by the BCBCA effecting the Amalgamation substantially in the form appended hereto as Schedule B;

“**Articles of Amalco**” means the articles of Amalco in the form appended hereto as Schedule A;

“**BCBCA**” means the *Business Corporations Act* (British Columbia);

“**Business Day**” means a day, other than a Saturday or Sunday, on which the principal commercial banks located in the City of Vancouver, British Columbia are open for business;

“**Certificate of Amalgamation**” means the certificate of amalgamation to be issued by the Registrar of Companies in respect of the Amalgamation in accordance with Section 281 of the BCBCA;

“**Claim**” means any claim, demand, complaint, action, proceeding, investigation, suit, cause of action, assessment or reassessment, charge, judgment, order, writ, injunction, decree, debt, liability, expense, cost, damage or loss, contingent or otherwise, judicial, administrative or otherwise (including legal fees on a solicitor and his or her own client basis and other professional fees and all costs incurred in investigating or pursuing any of the foregoing or any proceeding);

“**Completion Deadline**” means the latest date by which the Transaction is to be completed, which date shall be May 15, 2018 or such later date as the Parties may mutually agree;

“**Concurrent Financing**” means the concurrent financing of Eureka Subscription Receipts to be completed prior to the Effective Time to raise minimum gross proceeds of \$2,000,000 and maximum gross proceeds of \$7,000,000;

“Contract” means any note, mortgage, indenture, non-governmental permit or license, franchise, lease or other contract, agreement, commitment or arrangement binding upon Eureka or KORE, as the case may be;

“Debt Settlement Shares” means any Eureka Shares issued at or prior to the Effective Time to settle outstanding debt obligations of Eureka;

“Depository” means any trust company, bank or financial institution agreed to in writing between Eureka and KORE for the purpose of, among other things, exchanging certificates representing KORE Shares for certificates representing Eureka Shares in connection with the Amalgamation;

“Directed Selling Efforts” has the meaning ascribed thereto in Regulation S;

“Dissent Rights” means the rights of dissent of KORE Shareholders in respect of the KORE Resolution under Section 272 of the BCBCA;

“Dissenting Shareholder” means a KORE Shareholder who exercises Dissent Rights in connection with the KORE Resolution and complies with the dissent provisions in the BCBCA;

“Effective Date” means the date shown on the Certificate of Amalgamation;

“Effective Time” means the effective time of the Amalgamation as set out in the Amalgamation Application;

“Encumbrance” means any mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by law, Contract or otherwise) capable of becoming any of the foregoing;

“Environmental Approvals” means all permits, certificates, licences, authorizations, consents, instructions, registrations, directions or approvals issued or required by any Governmental Entity pursuant to any Environmental Laws;

“Environmental Laws” means all applicable Laws, including applicable common law, relating to the protection of the environment and employee and public health and safety, and includes Environmental Approvals;

“Eureka” has the meaning ascribed thereto on the first page of this Agreement;

“Eureka Assets” has the meaning ascribed to it in Section 3.1(q);

“Eureka Board” means the board of directors of Eureka;

“Eureka Change of Name” means the change of name of Eureka to “KORE Mining Ltd.”;

“Eureka Change of Name Resolution” means the resolution of the Eureka Board authorizing the Eureka Change of Name;

“Eureka Consolidation” means the consolidation of the outstanding Eureka Shares on the basis of 10 pre-Eureka Consolidation Eureka Shares for each 1 post-Eureka Consolidation Eureka Share;

“Eureka Consolidation Resolution” means the ordinary resolution of the Eureka Shareholders, or the consent resolution of the Eureka Board, as applicable, authorizing the Eureka Consolidation;

“Eureka Disclosure Letter” means the disclosure letter of Eureka to be signed and delivered by Eureka to KORE at the time of execution of this Agreement and on the Effective Date, with information updated as of the Effective Date;

“Eureka Financial Statements” has the meaning ascribed to it in Section 3.1(l);

“Eureka Meeting” means the annual and special meeting(s) of the Eureka Shareholders, and any adjournments or postponements thereof, to be held to approve, among other things, the Eureka Resolutions;

“Eureka Options” means the outstanding options under Eureka’s stock option plan, each Eureka Option being exercisable for one Eureka Share, the details of which are set out in Schedule E;

“Eureka Proposed Agreement” has the meaning ascribed to it in Section 4.4(d);

“Eureka Public Documents” means the public documents filed by Eureka on SEDAR under Eureka’s SEDAR profile;

“Eureka Resolutions” means, collectively, the Eureka Consolidation Resolution, the Eureka RTO Resolution, and a special resolution to adopt new articles for Eureka;

“Eureka RTO Resolution” means the ordinary resolution of the Eureka Shareholders approving the Amalgamation and this Agreement, substantially in the form set forth in Schedule C;

“Eureka Shareholder Approval” means the approval of the Eureka Shareholders in respect of the Eureka Resolutions;

“Eureka Shareholders” means, at any time, the holders of outstanding Eureka Shares;

“Eureka Shares” means the authorized common shares in the capital of Eureka;

“Eureka Superior Proposal” has the meaning ascribed to it in Section 4.4(b);

“Eureka Support Agreements” means agreements between KORE and each of the Eureka Support Shareholders pursuant to which the Eureka Support Shareholders agree to vote the Eureka Shares beneficially owned or controlled by the Eureka Support Shareholders in favour of the Eureka RTO Resolution and to otherwise support the Amalgamation, this Agreement and the Transaction, as provided therein;

“Eureka Support Shareholders” means those Eureka directors and officers that have entered into, concurrently with this Agreement, Eureka Support Agreements;

“Eureka USA” means Eureka Minerals (USA) Inc., a corporation incorporated under the laws of the State of Nevada, and a wholly-owned subsidiary of Eureka;

“Eureka Warrants” means the outstanding warrants entitling the holders thereof to acquire, upon payment of additional cash consideration, Eureka Shares, the details of which are set out in Schedule E;

“Exchange Ratio” means 3.0 Eureka Shares (on a post-Eureka Consolidation basis) for each KORE Share, subject to adjustment as contemplated in Section 2.11;

“Future Issuable Debt Settlement Shares” means Eureka Shares to be issued or issuable after the Effective Time in respect of the settlement of outstanding debt obligations at the Effective Time;

“Governmental Entity” means any applicable (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (b) subdivision, agent, commission, board or authority of any of the foregoing; (c) quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (d) stock exchange, including the TSXV;

“Information Circular” means the information circular, and any amendments thereto, to be provided to the Eureka Shareholders in respect of the Eureka Resolutions, and such other matters to be considered at the Eureka Meeting, prepared in accordance with Form 3D1 “Information Required in an Information Circular for a Reverse Takeover or Change of Business” and Form 51-102F5 *Information Circular*;

“IFRS” means International Financial Reporting Standards, as adopted by the International Accounting Standards Board, as amended from time to time;

“KORE” has the meaning ascribed thereto on the first page of this Agreement;

“KORE Assets” has the meaning ascribed to it in Section 3.2(o);

“KORE Board” means the board of directors of KORE;

“KORE Disclosure Letter” means the disclosure letter of KORE to be signed and delivered by KORE to Eureka at the time of execution of this Agreement and on the Effective Date, with information updated as of the Effective Date;

“KORE Financial Statements” has the meaning ascribed to it in Section 3.2(l);

“KORE Meeting” means the special meeting of the KORE Shareholders, and any adjournment or postponement thereof, to be held to approve, among other things, the KORE Resolution;

“KORE Properties” means, collectively, the Imperial Project, the Long Valley Project, and any other permit, claim, licence, lease, concession, tenement, mineral disposition, mineral lease or other form of title or tenure, or other right, whether contractual, statutory or otherwise, in which KORE holds any title or interest;

“KORE Resolution” means the special resolution of the KORE Shareholders approving the Amalgamation and this Agreement, substantially in the form attached hereto as Schedule D;

“KORE Shareholder Approval” means approval of 66⅔% of the KORE Shareholders in respect of the KORE Resolution;

“KORE Shareholders” means, at any time, the holders of KORE Shares;

“KORE Shares” means the authorized common shares in the capital of KORE;

“Eureka Subscription Receipts” means subscription receipts of Eureka, each of which will, prior to the Effective Time, be automatically converted, in accordance with the terms thereof, into securities of Eureka, on terms to be agreed to by the Parties;

“KORE Superior Proposal” has the meaning ascribed to it in Section 4.4(c);

“KORE Support Agreements” means agreements between Eureka and each of the KORE Support Shareholders pursuant to which the KORE Support Shareholders agree to vote the KORE Shares beneficially owned or controlled by the KORE Support Shareholders in favour of the KORE Resolution and to otherwise support the Transaction, as provided therein;

“KORE Support Shareholders” means those KORE directors and officers that have entered into, concurrently with this Agreement, KORE Support Agreements;

“Laws” means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, statutory body or self-regulatory authority, and the term “applicable” with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity (or any other Person) having jurisdiction over the aforesaid Person or Persons or its or their business, undertaking, property or securities;

“LOI” means the non-binding letter of intent dated December 28, 2017 and amended February 5, 2018 between KORE and Eureka;

“Mailing Date” means the date that the Information Circular is mailed to the Eureka Shareholders and the KORE Shareholders;

“Material Adverse Change” means any one or more changes, effects, events, occurrences or states of facts that, either individually or in the aggregate, have, or would reasonably be expected to have, a Material Adverse Effect on Eureka or KORE, as applicable, on a consolidated basis;

“Material Adverse Effect” means any change, effect, event, occurrence or state of facts that, individually or in the aggregate, with other such changes, effects, events, occurrences or states of facts, is or would reasonably be expected to be material and adverse to the business, properties, operations, results of operations or financial condition of Eureka or KORE on a consolidated basis, except any change, effect, event, occurrence or state of facts resulting from or relating to:

- (a) the announcement of the execution of this Agreement or any transactions contemplated herein, or communication by the applicable Party of its plans or intentions with respect to the other Party and/or any of its subsidiaries;
- (b) changes in the United States and Canadian economies in general or the United States and Canadian capital or currency markets in general;
- (c) the threat, commencement, occurrence or continuation of any war, armed hostilities, acts of environmental groups, civil strife, or acts of terrorism;
- (d) any change in applicable Laws or in the interpretation thereof by any Governmental Entity;
- (e) any change in IFRS;
- (f) any natural disaster;
- (g) any change relating to foreign currency exchange rates; or
- (h) changes affecting the Party's industry generally,

provided that, in the case of any changes referred to in clauses (b) to (h) above, such changes do not have a materially disproportionate effect on the applicable Party relative to comparable companies;

"Material Contracts" means all Contracts or other obligations or rights (and all amendments, modifications, side letters and supplements thereto to which Eureka or KORE, as applicable, is a party, affecting the obligations of any party thereunder) to which Eureka or KORE, as applicable, is a party or by which any of their respective properties or assets are bound that are material to the business, properties or assets of Eureka or KORE taken, as applicable, as a whole, including to the extent any of the following are material to the business, properties or assets of Eureka or KORE, as applicable, taken as a whole, all:

- (a) employment, severance, personal services, consulting, non-competition or indemnification Contracts (including any Contract involving employees);
- (b) Contracts granting a right of first refusal or first negotiation;
- (c) partnership or joint venture Contracts;
- (d) Contracts for the acquisition, sale or lease of material properties or assets, by purchase or sale of assets or shares or otherwise;
- (e) Contracts with any Governmental Entity;
- (f) loan or credit Contracts or instruments evidencing indebtedness for borrowed money by Eureka or KORE, as the case may be, or any Contract pursuant to which indebtedness for borrowed money may be incurred;
- (g) Contracts that purport to limit, curtail or restrict the ability of Eureka or KORE, as the case may be, to compete in any geographic area or line of business;

- (h) commitments and agreements to enter into any of the foregoing; and
- (i) all Contracts that provide for annual payments to or from Eureka or KORE, as the case may be, in excess of \$10,000 per annum;

“**Newco**” has the meaning ascribed thereto on the first page of this Agreement;

“**Newco Shares**” means the authorized common shares in the capital of Newco;

“**NI 43-101**” means National Instrument 43-101 *Standards of Disclosure for Mineral Properties*;

“**Notice of Alteration**” means the notice of alteration on Form 11 prescribed by the BCBCA to effect the Eureka Change of Name;

“**Party**” means, as the context requires, either KORE, Eureka or Newco, and “**Parties**” means two or more of them, as applicable;

“**Person**” means any individual, firm, partnership, joint venture, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status;

“**Regulation D**” means Regulation D adopted by the SEC under the 1933 Act;

“**Regulation S**” means Regulation S adopted by the SEC under the 1933 Act;

“**Reverse Takeover**” has the meaning ascribed to it in TSXV Policy 5.2;

“**SEC**” means the United States Securities and Exchange Commission;

“**Securities Authorities**” means the federal, state and provincial securities commissions and/or other securities regulatory authorities in Canada and the United States, including the SEC, and any stock exchanges or other self-regulatory agencies having authority over Eureka and KORE, including the TSXV;

“**SEDAR**” means the Canadian System for Electronic Document Analysis and Retrieval;

“**Substantial U.S. Market Interest**” means substantial U.S. market interest as that term is defined in Regulation S;

“**Tax**” and “**Taxes**” means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Entity, including all income taxes (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 all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes (including, without limitation, taxes relating to the transfer of interests in real property or entities holding interests therein), franchise taxes, license taxes, withholding taxes, payroll taxes, employment taxes, Canada Pension Plan contributions, excise, severance, social security, workers’ compensation, employment insurance or compensation taxes or premium, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes,

goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing;

“**Tax Act**” means the *Income Tax Act* (Canada);

“**Tax Returns**” means all returns, schedules, elections, declarations, reports, information returns, notices, forms, statements and other documents made, prepared or filed with any taxing authority or required to be made, prepared or filed with any taxing authority relating to Taxes;

“**Transaction**” means the Amalgamation and all related transactions incidental thereto as contemplated by this Agreement, which are collectively intended to constitute a Reverse Takeover of Eureka in accordance with TSXV policies;

“**TSXV**” means the TSX Venture Exchange; and

“**United States**” or “**U.S.**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

In addition, words and phrases used herein and defined in the BCBCA shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.2 Headings, etc.

- (a) The preamble forms an integral part hereof and is not mere recitals.
- (b) The division of this Agreement into articles, sections and subsections and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions refer to this Agreement and the schedules attached hereto and not to any particular article, section or other portion hereof and include any agreement, schedule or instrument supplementary or ancillary hereto or thereto.

1.3 Number and Gender

In this Agreement, unless the context otherwise requires, words importing the singular only shall include the plural and vice versa and words importing the use of either gender shall include both genders and neuter.

1.4 Date for any Action

If the date on which any action required to be taken hereunder by any Party is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.5 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute or regulation in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulation.

1.6 Currency

Unless otherwise stated, all references in this Agreement to dollar amounts are expressed in Canadian currency.

1.7 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable Laws, the Parties waive any provision of Law that renders any provision of this Agreement or any part thereof invalid or unenforceable in any respect. The Parties will engage in good faith negotiations to replace any provision hereof or any part thereof that is declared invalid or unenforceable with a valid and enforceable provision or part thereof, the economic effect of which approximates as much as possible the invalid or unenforceable provision or part thereof that it replaces.

1.8 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under, and all determinations of an accounting nature required to be made hereunder shall be made in a manner consistent with, IFRS.

1.9 Knowledge

Where the phrase “to the knowledge of” is used in respect of any Party, such phrase shall mean, in respect of each representation and warranty or other statement which is qualified by such phrase, that such representation and warranty or other statement is being made based upon the actual knowledge of management of such Party after appropriate inquiries and investigations.

1.10 Meaning of “Ordinary and Regular Course of Business”

In this Agreement the phrase “in the ordinary and regular course of business” shall mean and refer to those activities that are normally conducted by management of corporations engaged in the businesses of KORE or Eureka, as applicable, without any need for the approval of the board of directors thereof.

1.11 Schedules

The following schedules are attached to, and are deemed to be incorporated into and form part of, this Agreement:

Schedule A – Articles of Amalco

Schedule B – Amalgamation Application

Schedule C - Form of RTO Resolution
Schedule D - Form of KORE Resolution
Schedule E - Eureka Options and Warrants

ARTICLE 2 THE AMALGAMATION

2.1 Terms of Amalgamation

Eureka, Newco and KORE hereby covenant and agree to implement the Transaction in accordance with the terms and subject to the conditions of this Agreement, as follows:

- (a) as soon as reasonably practicable following the execution and delivery of this Agreement: (i) Eureka shall call and hold the Eureka Meeting for the purpose of approving the Eureka RTO Resolution; (ii) KORE shall call and hold the KORE Meeting for the purpose of approving the KORE Resolution; and (iii) Eureka and KORE shall jointly prepare and mail the Information Circular to the Eureka Shareholders and the KORE Shareholders;
- (b) following approval of the KORE Resolutions by the KORE Shareholders and the approval of the Eureka RTO Resolution by the Eureka Shareholders, and prior to the filing of the Amalgamation Application in accordance with Section 2.1(c)), Eureka shall complete and give effect to the Eureka Consolidation and file the Notice of Alteration to effect the Eureka Change of Name upon and subject to the terms of this Agreement;
- (c) following approval of the KORE Resolution by the KORE Shareholders and the Eureka Resolutions by the Eureka Shareholders, in accordance with the requirements of the BCBCA, the Amalgamation Affidavits shall be deposited at the records office of KORE and Newco, respectively, and KORE and Newco shall jointly complete and file the Amalgamation Application with the Registrar of Companies to give effect to the Amalgamation;
- (d) at the Effective Time, Newco and KORE shall amalgamate and continue as one company, being Amalco, pursuant to the provisions of Section 279 of the BCBCA;
- (e) the Eureka Shares to be delivered pursuant to the Amalgamation shall have been deposited with the Depositary together with an irrevocable direction authorizing and directing the Depositary to deliver Eureka Shares pursuant to the Amalgamation to the KORE Shareholders who are entitled to receive such consideration in accordance with Section 2.1(f)(i) upon completion of the Amalgamation;
- (f) at the Effective Time:
 - (i) all of the KORE Shares outstanding immediately prior to the Effective Time shall be cancelled, and holders of KORE Shares outstanding immediately prior to the Effective Time, other than Eureka and Newco, shall receive, subject to subsection 2.1(g) hereof, in exchange for their KORE Shares so cancelled, that number of Eureka Shares equal to the product of:
 - (A) the number of KORE Shares so cancelled; and

- (B) the Exchange Ratio,
 - (ii) neither KORE nor Newco shall receive any repayment of capital in respect of any KORE Shares held by them that are cancelled pursuant to this subsection 2.1(e);
 - (iii) all of the Newco Shares outstanding immediately prior to the Effective Time shall be cancelled and replaced with an equal number of Amalco Shares issued by Amalco; and
 - (iv) as consideration for the issuance of Eureka Shares pursuant to the Amalgamation, Amalco shall issue to Eureka one Amalco Share for each Eureka Share issued;
- (g) no fractional Eureka Shares will be issued under the Amalgamation. Where the aggregate number of Eureka Shares to be issued to any former KORE Shareholder under the Amalgamation would result in a fraction of a Eureka Share being issuable, the number of Eureka Shares to be issued to such KORE Shareholder shall be rounded down to the next whole number, and no cash or other consideration shall be paid or payable in lieu of such fraction of a Eureka Share; and
- (h) the articles of Amalco shall be in the form appended hereto as Schedule A.

2.2 Effective Date

The Amalgamation shall be completed on the Effective Date and shall be effective at the Effective Time.

2.3 Closing

Unless this Agreement is terminated pursuant to the provisions hereof, KORE, Newco and Eureka shall meet at the offices of Cassels Brock & Blackwell LLP, Suite 2200, 885 West Georgia Street, Vancouver, British Columbia V6C 3E8 at 10:00 a.m., Vancouver time, on the Business Day prior to the Effective Date, or at such other time, date or place as they may mutually agree upon, and each of them shall deliver to the other Parties:

- (a) the documents required or contemplated to be delivered by it hereunder in order to complete, or necessary or reasonably requested to be delivered by it by the other Parties in order to effect, the Transaction, provided that each such document required to be dated the Effective Date shall be dated as of, or become effective on, the Effective Date and shall be held in escrow to be released upon the Amalgamation becoming effective; and
- (b) written confirmation as to the satisfaction or waiver of all of the conditions in its favour contained in Article 5 hereof, as applicable.

2.4 Effecting the Amalgamation

Subject to the rights of termination contained in Article 6, upon both the Eureka Shareholder Approval and the KORE Shareholder Approval being obtained, and the other conditions contained in Article 5 being complied with or waived, KORE and Newco shall file with the Registrar the Amalgamation Application, deposit the Amalgamation Affidavits and deliver such

other documents as may be required in order to effect the Amalgamation, within two Business Days, or such other date as the Parties may agree, of the later of the Eureka Shareholder Approval or the KORE Shareholder Approval, as applicable, being obtained.

2.5 Name of Amalco

The Parties agree that the name of Amalco shall be “Kore Mining Ltd.”.

2.6 Registered Office of Amalco

The Parties agree that the address of the registered and records office of Amalco shall be Suite 2200, 885 West Georgia Street, Vancouver, British Columbia V6C 3E8.

2.7 Authorized Capital of Amalco

The Parties agree that Amalco shall be authorized to issue an unlimited number of common shares (being the Amalco Shares) and an unlimited number of preferred shares. At the Effective Time, the capital account in the records of Amalco for the Amalco Shares shall be equal to the capital attributed to the KORE Shares (other than any KORE Shares held by Eureka or Newco) and the Newco Shares.

2.8 Initial Directors of Amalco

The Parties agree that the first directors of Amalco shall be Adrian Rothwell, James Hynes, Brendan Cahill and one additional director to be proposed by Eureka and consented to by KORE (who shall not unreasonably withhold consent) prior to the Effective Time.

2.9 Treatment of Restricted Securities under the U.S. *Securities Act*

The Parties agree that the Eureka Shares issued to the former KORE Shareholders resident in or subject to the laws of the United States in connection with the Transaction will be “restricted securities” within the meaning of Rule 144 of the 1933 Act. Each certificate representing the Eureka Shares issued to holders resident in or subject to the laws of the United States will bear a legend in substantially the form that follows:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”) OR UNDER ANY STATE SECURITIES LAWS AND ARE “RESTRICTED SECURITIES” AS THAT TERM IS DEFINED IN RULE 144 UNDER THE 1933 ACT. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF KORE MINING LTD. (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 904 OF REGULATION S UNDER THE 1933 ACT AND IN COMPLIANCE WITH APPLICABLE UNITED STATES STATE LAWS AND REGULATIONS AND APPLICABLE LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE 1933 ACT OR ANY

APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE ISSUER AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER TO SUCH EFFECT.”

KORE agrees that it will obtain from each KORE Shareholder resident in the United States a certificate that such shareholder is an “accredited investor” as such term is defined in Regulation D.

2.10 Consultation

KORE and Eureka will consult with each other in issuing any press release or otherwise making any public statement with respect to this Agreement or the Transaction and in making any filing with any Governmental Entity or Securities Authority with respect thereto. Each of KORE and Eureka shall use its commercially reasonable efforts to enable the other of them to review and comment on all such press releases and filings prior to the release or filing, respectively, thereof, provided, however, that the obligations herein will not prevent a Party from making, after consultation with the other Party, such disclosure as is required by applicable Laws or the rules and policies of any applicable stock exchange.

2.11 Adjustment to Exchange Ratio

KORE and Eureka acknowledge and agree that the Exchange Ratio has been determined on the basis of there being outstanding at the Effective Time that number of Eureka Shares and KORE Shares as set forth in Sections 3.1(b) and 3.2(b), respectively. If the actual number of outstanding Eureka Shares and / or KORE Shares immediately prior to the Effective Time (including any Debt Settlement Shares issued prior to the Effective Time and all Future Issuable Debt Settlement Shares, but expressly excluding any Eureka securities issuable on conversion of the Eureka Subscription Receipts issued under the Concurrent Financing) is greater or less than such amount, then the Exchange Ratio shall be adjusted so as to ensure that immediately following the Effective Time the former KORE Shareholders shall hold no less than 91.8% of the total number of issued and outstanding Eureka Shares and any Future Issuable Debt Settlement Shares.

2.12 Withholding Taxes

Eureka and Newco will be entitled to deduct and withhold from the Eureka Shares deliverable to any former KORE Shareholder such amounts as Eureka or Newco may be required to deduct and withhold therefrom under any provision of applicable Laws in respect of Taxes. To the extent that any amounts are so deducted and withheld, such amounts will be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid. Eureka or Newco may sell or otherwise dispose of any portion of the Eureka Shares issuable to a former KORE Shareholder as is necessary to provide sufficient funds to enable Eureka or Newco to comply with such deduction and/or withholding requirements.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Eureka

Eureka hereby represents and warrants to KORE and hereby acknowledges that KORE is relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Transaction, that, except as set forth in the Eureka Disclosure Letter:

- (a) Organization. Eureka has been incorporated and validly exists under the laws of the jurisdiction of its incorporation and is in good standing under applicable corporate laws and has full corporate and legal power and authority to own its property and assets and to conduct its business as currently owned and conducted. Eureka is registered, licensed or otherwise qualified as a foreign corporation in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on Eureka.
- (b) Capitalization. Eureka is authorized to issue an unlimited number of Eureka Shares and an unlimited number of preferred shares of which 50,462,402 Eureka Shares and nil preferred shares are issued and outstanding, prior to giving effect to the Transaction, the Eureka Consolidation, the Concurrent Financing and the issuance of any Debt Settlement Shares or Future Issuable Debt Settlement Shares. There are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating Eureka to issue or sell any Eureka Shares or any securities or obligations of any kind convertible into, or exercisable or exchangeable for, any Eureka Shares other than the Debt Settlement Shares, the Future Issuable Debt Settlement Shares, and any Eureka Options or Eureka Warrants, the details of which are set forth in Schedule E. All outstanding Eureka Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights. As of the date hereof, there are no outstanding bonds, debentures or other evidences of indebtedness of Eureka. There are no outstanding contractual obligations of Eureka to repurchase, redeem or otherwise acquire any outstanding Eureka Shares or with respect to the voting or disposition of any outstanding Eureka Shares, other than the Eureka Support Agreements.
- (c) Subsidiaries. Eureka is the registered and beneficial owner of all of the issued and outstanding shares of Eureka USA and Newco. Eureka has no other subsidiaries and does not hold any shares or securities of any other entity and is not Affiliated with, nor is it a holding corporation of, any other body corporate. Newco was formed solely for the purposes of effecting the Amalgamation and has never conducted any business activities.
- (d) Authority and Conflict. Eureka has all necessary corporate power, authority and capacity to enter into this Agreement and all other Contracts to be executed by Eureka as contemplated by this Agreement, and to perform its obligations hereunder and under such other Contracts. The execution and delivery of this Agreement by Eureka and the completion by Eureka of the transactions contemplated hereby have been authorized by the Eureka Board and, subject to obtaining the Eureka Shareholder Approval in the

manner contemplated herein, no other corporate proceedings on the part of Eureka are necessary to authorize this Agreement or the completion by Eureka of the transactions contemplated hereby other than the filing of the Notice of Alteration and the Amalgamation Application with the Registrar of Companies. This Agreement has been executed and delivered by Eureka and constitutes a legal, valid and binding obligation of Eureka, enforceable against Eureka in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. The execution and delivery by Eureka of this Agreement and the performance by Eureka of its obligations hereunder and the completion of the transactions contemplated hereby, do not and will not:

- (i) result in a violation, contravention or breach, constitute a default under, or entitle any third party to terminate, accelerate, modify or call any obligations or rights under, require any consent to be obtained under or give rise to any termination rights under any provision of:
 - (A) the notice of articles and articles of Eureka;
 - (B) any applicable Law or rule or policy of the TSXV (except that the approval of the TSXV, which is required for the completion by Eureka of the transactions contemplated hereby, will be applied for by Eureka but has not been obtained as of the date hereof); or
 - (C) any Contract to which Eureka is bound or is subject to or of which Eureka is the beneficiary,in each case, which would, individually or in the aggregate, have a Material Adverse Effect on Eureka;
- (ii) cause any indebtedness owing by Eureka to come due before its stated maturity or cause any available credit to cease to be available which would, individually or in the aggregate, have a Material Adverse Effect on Eureka;
- (iii) result in the imposition of any Encumbrance upon any of the property or assets of Eureka or give any Person the right to acquire any of Eureka's assets, or restrict, hinder, impair or limit the ability of Eureka to conduct the business of Eureka as and where it is now being conducted which would, individually or in the aggregate, have a Material Adverse Effect on Eureka;
- (iv) result in or accelerate the time for payment or vesting of, or increase the amount of, any severance, unemployment compensation, "golden parachute", change of control provision, bonus, termination payments, retention bonus or otherwise, becoming due to any director or officer of Eureka or increase any benefits otherwise payable under any pension or benefits plan of Eureka or result in the acceleration of the time of payment or vesting of any such benefits; or
- (v) result in the revocation, suspension, cancellation, variation or non-renewal of any claims, concessions, licenses, leases or other instruments, conferring rights in respect of the Eureka Assets.

- (e) Consents and Approvals. No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by Eureka in connection with the execution and delivery of this Agreement or the consummation by Eureka of the transactions contemplated hereby other than:
 - (i) the Eureka Shareholder Approval;
 - (ii) filings required under the BCBCA;
 - (iii) filings with and approvals required by the Securities Authorities; and
 - (iv) any other consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on Eureka.

- (f) Directors' Approvals. The Eureka Board has unanimously:
 - (i) determined that the Transaction is in the best interests of Eureka;
 - (ii) determined to recommend that the Eureka Shareholders vote in favour of the Eureka Resolutions; and
 - (iii) authorized the entering into of this Agreement, and the performance of Eureka's obligations hereunder.

- (g) Contracts. Each of the Material Contracts to which Eureka is a party constitutes a valid and legally binding obligation of Eureka, as applicable, enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles).

- (h) Waivers and Consents. There are no waivers, consents, notices or approvals required to complete the transactions contemplated under this Agreement from other parties to the Material Contracts of Eureka.

- (i) No Defaults. Eureka is not in default under, and, there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute a default by Eureka under, any Contract or other instrument that is material to the conduct of the business of Eureka to which it is a party or by which it is bound or subject to that would, individually or in the aggregate, have a Material Adverse Effect on Eureka. No party to any Contract of Eureka has given written notice to Eureka of, or made a Claim against Eureka with respect to, any breach or default thereunder, in any such case in which such breach or default constitutes a Material Adverse Effect on Eureka.

- (j) Absence of Changes. Except as disclosed in the Eureka Public Documents, since October 31, 2017:
 - (i) Eureka has conducted its business only in the ordinary and regular course of business consistent with past practice;
 - (ii) Eureka has not incurred or suffered a Material Adverse Change;

- (iii) there has not been any acquisition or sale by Eureka of any material property or assets thereof;
 - (iv) other than in the ordinary and regular course of business consistent with past practice, there has not been any incurrence, assumption or guarantee by Eureka of any debt for borrowed money, any creation or assumption by Eureka of any Encumbrance, any making by Eureka of any loan, advance or capital contribution to, or investment in, any other Person, or any entering into, amendment of, relinquishment, termination or non-renewal by Eureka of any Contract or other right or obligation that would, individually or in the aggregate, have a Material Adverse Effect on Eureka;
 - (v) Eureka has not declared or paid any dividends or made any other distribution in respect of any of the Eureka Shares;
 - (vi) other than the proposed Eureka Consolidation, Eureka has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding Eureka Shares;
 - (vii) other than in the ordinary and regular course of business consistent with past practice, there has not been any material increase in or modification of the compensation payable by Eureka to any of its directors, officers, employees or consultants or any grant to any such director, officer, employee or consultant of any increase in severance or termination pay, or any increase or modification of any bonus, pension, insurance or benefit arrangement made to, for or with any of such directors, officers, employees or consultants;
 - (viii) Eureka has not effected any material change in its accounting methods, principles or practices, other than as disclosed in the Eureka Financial Statements; and
 - (ix) Eureka has not adopted or amended any collective bargaining agreement, bonus, pension, profit sharing, stock purchase, stock option or other benefit plan or shareholder rights plan, other than the stock option plan pursuant to which the Eureka Options have been issued.
- (k) Employment Agreements. Eureka:
- (i) is not a party to any written or oral policy, agreement, obligation or understanding providing for retention bonuses, severance or termination payments to, or any employment or consulting agreement with, any director or officer of Eureka that would be triggered by Eureka's entering into this Agreement or the completion of the Transaction;
 - (ii) has no employees or consultants whose employment or contract with Eureka cannot be terminated by Eureka in accordance with the provisions of such employment or consultant contract following the completion of the Amalgamation;
 - (iii) is not a party to any collective bargaining agreement;

- (iv) is not, to the knowledge of Eureka, subject to any application for certification or threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement; or
 - (v) is not subject to any current, or, to the knowledge of Eureka, pending or threatened strike or lockout.
- (l) Financial Matters. Each of the audited annual comparative financial statements of Eureka for the years ended October 31, 2017 and 2016, and the respective notes thereto (collectively, the “**Eureka Financial Statements**”) were prepared in accordance with IFRS consistently applied, and fairly present in all material respects the financial condition of Eureka at the respective dates indicated and the results of operations of Eureka for the periods covered. Except as disclosed in the Eureka Financial Statements, as of the date hereof, Eureka does not have any liability or obligation (including, without limitation, liabilities or obligations to fund any operations or work or production program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, or any related party transactions or off-balance sheet transactions not reflected in the Eureka Financial Statements, except liabilities and obligations incurred in the ordinary and regular course of business (including the business of operating, developing, constructing and exploring Eureka’s projects) since October 31, 2017, which liabilities or obligations would not reasonably be expected to have a Material Adverse Effect on Eureka.
- (m) Auditors. There has not been a reportable disagreement (within the meaning of Section 4.11 of National Instrument 51-102 – *Continuous Disclosure Obligations*) with Eureka’s auditors.
- (n) Scientific and Technical Information.
- (i) The technical reports comprising the Eureka Public Documents (the “**Technical Reports**”) complied in all material respects with the requirements of NI 43-101 at the time of filing thereof and reasonably presented the quantity of mineral resources attributable to such properties evaluated therein as at the date stated therein based upon information available at the time the Technical Reports were prepared. Eureka does not have knowledge of any change to the facts and assumptions underlying the estimates in the Technical Reports that would reasonably be expected to result in a material adverse change in resources or other relevant information in the Technical Reports since the date of such reports.
 - (ii) Eureka made available to the authors of the Technical Reports, prior to the issuance thereof, for the purpose of preparing such report, all information requested by them, and none of such information contained any misrepresentation at the time such information was so provided.
 - (iii) To the knowledge of Eureka, all of the material assumptions underlying the mineral resource estimates in the Technical Reports were on the date of such Technical Report reasonable and appropriate.
 - (iv) The disclosure of estimates of mineral resources in the Eureka Public Documents comply in all material respects with NI 43-101.

- (v) The information set forth in the Eureka Public Documents relating to mineral resources required to be disclosed therein pursuant to NI 43-101 has been prepared by Eureka and its consultants in accordance with methods generally applied in the mining industry and conforms in all material respects to the requirements of NI 43-101 and applicable securities legislation.
- (vi) Eureka is in compliance in all material respects with the provisions of NI 43-101, has filed all technical reports required thereby, and there has been no change of which Eureka is aware that would, to the knowledge of Eureka, disaffirm or change any aspect of any of the Technical Reports or that would require the filing of a new technical report under NI 43-101.
- (o) Books and Records. The corporate records and minute books of Eureka have been maintained in accordance with all applicable Laws and are complete and accurate in all material respects, except where such incompleteness or inaccuracy would not have a Material Adverse Effect on Eureka. Financial books and records and accounts of Eureka in all material respects:
 - (i) have been maintained in accordance with good business practices on a basis consistent with prior years and past practice;
 - (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of Eureka; and
 - (iii) accurately and fairly reflect the basis for the Eureka Financial Statements.
- (p) Litigation. Other than any potential First Nations Claim, there is no Claim pending or in progress or, to the knowledge of Eureka, threatened against or relating to Eureka, or affecting any of its properties or assets, before any Governmental Entity which, individually or in the aggregate, has had, or would reasonably be expected to have, a Material Adverse Effect on Eureka, and Eureka is not aware of any existing ground on which any such Claim might be commenced with any reasonable likelihood of success. There is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress, or, to the knowledge of Eureka, threatened against or relating to Eureka before any Governmental Entity. Neither Eureka nor any of its properties or assets are subject to any outstanding judgment, order, writ, injunction or decree that involves or may involve, or restricts or may restrict the right or ability of Eureka to conduct its business in all material respects as it has been carried on prior to the date hereof, or that would materially impede the consummation of the transactions contemplated by this Agreement, except to the extent any such matter would not, individually or in the aggregate, have a Material Adverse Effect on Eureka.
- (q) Interest in Properties.
 - (i) Each of Eureka and its subsidiaries are the sole legal and beneficial owners and have valid and sufficient right, ownership, title and interest, duly registered if applicable, free and clear of any title defect or lien: (i) to its mining or any other kind of concessions, claims, permits and all other rights or goods relating in any manner whatsoever to the interest in, or exploration, prospecting or exploitation for minerals on the Eureka Properties (as defined below) and, in each case, as are necessary to perform the operation of its business as presently owned and conducted; (ii) to its

real property interests including fee simple estate of and in real property, licences (from landowners and authorities permitting the use of land by Eureka or any of its subsidiaries), leases, rights of way, occupancy rights, surface rights, mineral rights, mining concessions, easements and all other real property interests, and all its water rights, intellectual property, patents, movable goods, instruments, machinery and equipment as are necessary to perform the operation of its business as presently owned and conducted; and (iii) to, or is entitled to the benefits of, all of its properties and assets of any nature whatsoever and to all benefits including all the properties and assets reflected in the balance sheet forming part of the Eureka Public Documents (collectively, the “**Eureka Assets**”), together with all additions thereto, other than any as pertains to any rights or Claims, known or unknown, of any First Nations or other indigenous groups. The Eureka Assets are not subject to any lien or defect in title of any kind except as is specifically identified in the balance sheets forming part of the Eureka Financial Statements and in the notes thereto. Eureka is not aware of any facts or circumstances which might limit, affect or prejudice its ownership rights over the Eureka Assets.

- (ii) All mining concessions, mining claims or mineral property in which Eureka or any of its subsidiaries has an interest or right, including the Eureka Assets, have been validly granted, acquired, located and recorded in the relevant registries in accordance with all Laws and are valid and subsisting. Eureka’s or its subsidiaries’ mining concessions, claims, leases, licences or permits comply with all applicable Laws and are not subject to any nullity or voidance actions under any other applicable Laws and are not subject to any material fault or error that may result in any such concessions, claims, leases, licences or permits being determined to be void pursuant to applicable Laws or that may result in the lapse of the same. The mining concessions, claims, leases, licences or permits owned by Eureka or its subsidiaries do not overlap with and are not overlapped by any third party rights or mining concessions or claims that may enable any such third party to explore or exploit any minerals in the same area or which may have preference in such regard over such concessions, claims, leases, licences or permits. No person other than Eureka or its subsidiaries has any preferential right, option or interest in the above mentioned concessions, claims, leases, licences or permits or the production or profits therefrom or any royalty or stream in respect thereof, or any right, option or interest to explore, prospect or mine on the area of the same, or any right to acquire any such interest. Eureka’s or its subsidiaries’ surface rights, access rights and other rights and interests relating to its mining concessions, claims, leases, licences or permits, grant Eureka and its subsidiaries the right and ability to conduct its business as currently conducted as disclosed in the Eureka Public Documents with only such exceptions as do not materially interfere with the use made by the Eureka or its subsidiaries of the rights or interests so held, and each of the property interests or rights and each of the documents, agreements, instruments and obligations relating thereto and referred to above is currently in good standing in the name of the Eureka or its subsidiaries and free and clear of all material encumbrances.
- (iii) Eureka and each of its subsidiaries has duly and timely satisfied all of the obligations required to be satisfied, performed and observed by it under, and there exists no default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default by Eureka or any subsidiary under any agreement pertaining to their respective Eureka Assets or to their other respective

assets or properties and each such lease, contract or other agreement is enforceable and in full force and effect.

- (iv) (i) Eureka and its subsidiaries have the exclusive right to deal with the Eureka Assets; (ii) no Person other than the Eureka or its subsidiaries has any interest in the Eureka Assets or any right to acquire or otherwise obtain any such interest; (iii) other than as set out in the Eureka Public Documents there are no back-in rights, earn-in rights, rights of first refusal, off-take rights or obligations, royalty rights, streaming rights, or other rights of any nature whatsoever which would affect Eureka's or its subsidiaries' interests in the Eureka Assets, and no such rights are threatened; (iv) neither Eureka nor any of its subsidiaries has received any notice, whether written or oral, from any Governmental Entity or any other person of any revocation or intention to revoke, diminish or challenge its interest in the Eureka Assets; and (v) the Eureka Assets are in good standing under and comply with all Laws and all work required to be performed has been performed and all taxes, fees, expenditures and all other payments in respect thereof have been paid or incurred and all filings in respect thereof have been, and there exists no default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default by Eureka under any of the tenures, licenses, leases, documents, instruments or any other agreement pertaining to the Eureka Assets and to the knowledge of Eureka, none of the counterparties to such leases, documents, instruments or any other agreements pertaining to the Eureka Assets are in default thereunder except to the extent such that such defaults would not result in a Material Adverse Effect.
- (v) There are no adverse claims, demands, actions, suits or proceedings that have been commenced or are pending or, to the knowledge of Eureka that are threatened, affecting or which would affect Eureka's or any of the subsidiaries' right, title or interest in the Eureka Assets or the ability of Eureka or its subsidiaries to explore, prospect, exploit or develop the Eureka Assets, including the title to or ownership of the foregoing, or which might involve the possibility of any judgement or liability affecting the Eureka Assets.
- (vi) None of the directors or officers of Eureka holds any right, title or interest in, nor, to the knowledge of Eureka, has taken any action to obtain, directly or indirectly, any right, title and interest in any of Eureka Properties or in any permit, concession, claim or other right to explore for, prospect, exploit, develop, mine or produce minerals from or in any manner in relation to the Eureka Properties and any other properties located within 20 kilometres of any of the Eureka Properties.
- (vii) Eureka has provided KORE with access to full and complete copies of all exploration information and data within its possession or control including, without limitation, all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) and all technical reports, feasibility studies and other similar reports and studies concerning the Eureka Properties and Eureka and its subsidiaries have the sole right, title and ownership of all such information, data, reports and studies.
- (r) Expropriation. No property or asset of Eureka has been taken or expropriated by any Governmental Entity and no notice or proceeding in respect of any such expropriation

has been given or commenced or, to the knowledge of Eureka, is there any intent or proposal to give any such notice or commence any such proceeding.

- (s) Royalty Payments and Other Interests. Except as disclosed in the Eureka Public Documents, including with respect to the Southland royalty, there are no landowner's royalties, overriding royalties, net profits interests or similar interests or any other rights or interests whatsoever of third parties by which Eureka is bound on or in relation to the Eureka Assets. To the knowledge of Eureka, none of the Eureka Assets are subject to forfeiture or reduction by reference to payout of or production penalty on any well or otherwise or, to change to an interest of any other size or nature by virtue of or through any right or interest granted by, through or under Eureka, except to the extent that all such reductions or changes to an interest would not result in a Material Adverse Effect on Eureka.
- (t) Insurance. Eureka maintains policies of insurance naming Eureka as insured in amounts and in respect of such risks as are normal and usual for companies of a similar size and business and such policies are in full force and effect as of the date hereof and shall not be cancelled or otherwise terminated as a result of the Transaction.
- (u) Environmental. To the knowledge of Eureka:
 - (i) Eureka is in compliance in all material respects with Environmental Laws;
 - (ii) Eureka has operated its business at all times and has received, handled, used, stored, treated, shipped and disposed of all contaminants without violation of Environmental Laws;
 - (iii) there have been no spills, releases, deposits or discharges of hazardous or toxic substances, contaminants or wastes which have not been rectified or are in the process of being rectified on any of the real property owned or leased by Eureka or under its control;
 - (iv) there have been no releases, deposits or discharges, in violation of Environmental Laws, of any hazardous or toxic substances, contaminants or wastes into the earth, air or into any body of water or any municipal or other sewer or drain water systems by Eureka;
 - (v) no orders, directions or notices have been issued and remain outstanding pursuant to any Environmental Laws relating to the business or assets of Eureka;
 - (vi) Eureka has not failed to report to the proper Governmental Entity the occurrence of any event which is required to be so reported by any Environmental Laws;
 - (vii) there is no Claim pending or in progress or, threatened against or relating to Eureka, which may affect Eureka or any of the properties or assets of Eureka relating to or alleging any violation of Environmental Laws; and
 - (viii) Eureka holds all licences, permits and approvals required under any Environmental Laws in connection with the operation of its business as presently conducted and the ownership and use of its assets, other than those which the failure to hold would not reasonably be expected to have a Material Adverse

Effect on Eureka, all such licenses, permits and approvals of Eureka are in full force and effect, and except for (A) notifications and conditions of general application to assets of the type owned by Eureka, and (B) notification relating to reclamation obligations under Environmental Laws, Eureka has not, to the knowledge of Eureka, received any notification pursuant to any Environmental Laws that any work, repairs, construction or capital expenditures are required to be made by it as a condition of continued compliance with Environmental Laws, or that any licence, permit or approval referred to above is about to be reviewed, made subject to limitation or conditions, revoked, withdrawn or terminated, and neither Eureka nor any of its assets is the subject of any investigation, evaluation, audit or review not in the ordinary and regular course of business by any Governmental Entity to determine whether any violation of Environmental Laws has occurred or is occurring, and Eureka is not subject to any known environmental liabilities.

- (v) Tax Matters. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Eureka:
- (i) Eureka has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Entity, and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon;
 - (ii) Eureka has:
 - (A) duly and timely paid all Taxes due and payable by it including all property, production, severance and similar taxes and assessments based on, or measured by, the ownership of the mineral interests of Eureka or the production of minerals from such interests of Eureka, or the receipt of proceeds from them;
 - (B) duly and timely withheld all Taxes and other amounts required by applicable Laws to be withheld by it, and has duly and timely remitted to the appropriate Governmental Entity such Taxes and other amounts required by applicable Laws to be remitted by it; and
 - (C) duly and timely collected all amounts on account of sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by applicable Laws to be collected by it, and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by applicable Laws to be remitted by it;
 - (iii) the charges, accruals and reserves for Taxes reflected on the Eureka Financial Statements (whether or not due and whether or not shown on any Tax Return but excluding any provision for deferred income taxes) are, in the opinion of Eureka, adequate under IFRS to cover Taxes with respect to Eureka accruing through the date hereof;

- (iv) there are no Claims now pending or, to the knowledge of Eureka, threatened against Eureka that propose to assess Taxes in addition to those reported in the Tax Returns; and
- (v) no waiver of any statutory limitation period with respect to Taxes has been given or requested with respect to Eureka.
- (w) Pension and Employee Benefits. Eureka has complied, in all material respects, with all of the terms of any pension or other employee compensation and benefit obligations of Eureka, including the provisions of any collective agreements, funding and investment contracts or obligations applicable thereto, arising under or relating to each of the pension or retirement income plans or other employee compensation or benefit plans, agreements, policies, programs, arrangements or practices, whether written or oral, which are maintained by or binding upon Eureka other than such non-compliance that would not reasonably be expected to have a Material Adverse Effect on Eureka.
- (x) Reporting Status. Eureka is a reporting issuer in good standing in the provinces of British Columbia and Alberta. The Eureka Shares are listed on the TSXV and Eureka is in material compliance with the rules and regulations of the TSXV.
- (y) Reports.
 - (i) To the knowledge of Eureka, Eureka has filed with the Securities Authorities a true and complete copy of all forms, reports, schedules, statements, certifications, material change reports and other documents required to be filed by it, including the Eureka Public Documents.
 - (ii) Eureka has not filed any confidential material change or other report or other document with any Securities Authorities which at the date hereof remains confidential.
 - (iii) Each of the Eureka Public Documents, at the time filed or, if amended, as of the date of such amendment:
 - (A) did not contain any misrepresentation (as defined in the *Securities Act* (British Columbia)) and did not contain any untrue statement of any material fact or omit to state any material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and
 - (B) complied in all material respects with the requirements of applicable securities Laws and the rules, policies and instruments of all Securities Authorities, except where such non-compliance has not had, or would not reasonably be expected to have, a Material Adverse Effect on Eureka.
- (z) No Cease Trade. Other than the trading halt imposed on the Eureka Shares in connection with the execution of this Agreement as required under TSXV Policy 5.2, Eureka is not subject to any cease trade or other order of any applicable Securities Authority and, to the knowledge of Eureka, no investigation or other proceedings involving Eureka that may operate to prevent or restrict trading of any securities of Eureka are currently in progress or pending before any applicable Securities Authority.

- (aa) Compliance with Laws. Eureka has complied with and is not in violation of any applicable Laws, other than such non-compliance or violations that would not, individually or in the aggregate, have a Material Adverse Effect on Eureka.
- (bb) No Option on Assets. No Person has any agreement or option, or any right or privilege capable of becoming an agreement or option, for the purchase from Eureka of any of the material assets of Eureka.
- (cc) Certain Contracts. Eureka is not a party to or bound by any non-competition Contract or any other Contract, obligation, judgment, injunction, order or decree that purports to:
 - (i) limit the manner or the localities in which all or any material portion of the business of Eureka are conducted;
 - (ii) limit any business practice of Eureka in any material respect; or
 - (iii) restrict any acquisition or disposition of any property or assets by Eureka in any material respect.
- (dd) No Broker's Commission. Eureka has not entered into any Contract that would entitle any Person to any valid claim against it for a broker's commission, finder's fee or any like payment in respect of the Transaction or any other matter contemplated by this Agreement.
- (ee) Vote Required. The only votes of the holders of any class or series of securities of Eureka necessary to approve this Agreement, the Transaction and the transactions contemplated hereby is the Eureka Shareholder Approval.
- (ff) U.S. Securities Law Matters.
 - (i) Eureka is a "foreign issuer" within the meaning of Regulation S and reasonably believes that there is no Substantial U.S. Market Interest in the Eureka Shares.
 - (ii) Eureka is not now, and is not registered, or required to be registered, as an "investment company" as defined in the 1940 Act.
 - (iii) Neither Eureka nor any Person acting on its behalf has made or will make any Directed Selling Efforts in the United States with respect to the Eureka Shares, or has engaged or will engage in any form of general solicitation or general advertising (as those terms are used in Regulation D), including advertisements, articles, notices or other communications published in any newspaper, magazine, or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising in connection with the offer or exchange of the Eureka Shares in the United States.
- (gg) No Shareholdings in KORE. Eureka does not, legally or beneficially, own, directly or indirectly, any securities of KORE and does not have any right, agreement or obligation to purchase any securities of KORE or any securities or obligations of any kind convertible into or exchangeable for any securities of KORE.

- (hh) Restrictions on Business Activities. There is no agreement, judgment, injunction, order or decree binding upon Eureka that has, or would be reasonably expected to have, the effect of prohibiting, restricting or materially impairing: (i) any business practice of Eureka; (ii) any acquisition of property by Eureka; or (iii) the conduct of business by Eureka as currently conducted.
- (ii) Solvency of Eureka. Except as indicated in the going concern note of the independent auditors as set out in the Eureka Financial Statements, there are reasonable grounds for believing that Eureka is able to pay its liabilities as they become due and, at the Effective Time, will be able to pay its liabilities as they become due.
- (jj) Right to Use Personal Information. All personal information in the possession of Eureka has been collected, used and disclosed in compliance with all applicable privacy Laws in those jurisdictions in which Eureka conducts, or Eureka is deemed by operation of law in those jurisdictions to conduct, its business. Eureka has disclosed to KORE all Contracts and facts concerning the collection, use, retention, destruction and disclosure of personal information, and there are no other Contracts or facts which, on completion of the Transaction, would restrict or interfere with the use of any personal information by KORE in the operation of its business as conducted by Eureka before the Effective Time. There are no Claims pending or, to the knowledge of Eureka, threatened, with respect to Eureka's collection, use or disclosure of personal information.

3.2 Representations and Warranties of KORE

Except as set forth in the KORE Disclosure Letter, KORE hereby represents and warrants to Eureka, and hereby acknowledges that Eureka is relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Transaction, as follows:

- (a) Organization. KORE has been continued and validly exists under the laws of the jurisdiction of its incorporation and is in good standing under applicable corporate laws and has full corporate and legal power and authority to own its property and assets and to conduct its business as currently owned and conducted. KORE is registered, licensed or otherwise qualified in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on KORE.
- (b) Capitalization. As of the date hereof the authorized share capital of KORE consists of an unlimited number of KORE Shares and an unlimited number of preferred shares, issuable in series, of which 17,907,202 KORE Shares and nil preferred shares are issued and outstanding, and as at the Effective Date of which 18,707,202 KORE Shares and nil preferred shares are expected to be issued and outstanding. Except as set forth above, and except as contemplated by this Agreement, as of the date hereof, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating KORE to issue or sell any KORE Shares or any securities or obligations of any kind convertible into or exercisable or exchangeable for any KORE Shares. All outstanding KORE Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights. As of the date hereof, there are no outstanding bonds,

debentures or other evidences of indebtedness of KORE. There are no outstanding contractual obligations of KORE to repurchase, redeem or otherwise acquire any outstanding KORE Shares or with respect to the voting or disposition of any outstanding KORE Shares.

- (c) Subsidiaries. KORE is the registered and beneficial owner of all of the issued and outstanding shares of each of KORE Mining USA Ltd. and Imperial USA Corp. KORE has no other subsidiaries and does not hold any shares or securities of any other entity and is not Affiliated with, nor is it a holding corporation of, any other body corporate.
- (d) Authority and Conflict. KORE has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by KORE as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by KORE and the completion by KORE of the transactions contemplated by this Agreement have been authorized by the KORE Board, and subject to obtaining the KORE Shareholder Approval in the manner contemplated herein, no other corporate proceedings on the part of KORE are necessary to authorize this Agreement or the completion by KORE of the transactions contemplated hereby, other than approval by Securities Authorities. This Agreement has been executed and delivered by KORE and constitutes a legal, valid and binding obligation of KORE, enforceable against KORE in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. The execution and delivery by KORE of this Agreement and the performance by it of its obligations hereunder and the completion of the transactions contemplated hereby, do not and will not:
- (i) result in a violation, contravention or breach, or constitute a default under, or entitle any third party to terminate, accelerate, modify or call any obligations or rights under, require any consent to be obtained under or give rise to any termination rights under any provision of:
- (A) the articles of continuance, articles of amendment and by-laws of KORE,
- (B) any applicable Law; or
- (C) any Contract to which KORE is bound or is subject to or of which KORE is the beneficiary,
- in each case, which would, individually or in the aggregate, have a Material Adverse Effect on KORE;
- (ii) cause any indebtedness owing by KORE or the to come due before its stated maturity or cause any available credit to cease to be available which would, individually or in the aggregate, have a Material Adverse Effect on KORE;
- (iii) result in the imposition of any Encumbrance upon any of the property or assets of KORE, or give any Person the right to acquire any of KORE' assets, or restrict, hinder, impair or limit the ability of KORE to conduct the business of KORE as and where it is now being conducted, which would, individually or in the aggregate, have a Material Adverse Effect on KORE;

- (iv) result in or accelerate the time for payment or vesting of, or increase the amount of any severance, unemployment compensation, “golden parachute”, change of control provision, bonus, termination payments, retention bonus or otherwise, becoming due to any director or officer of KORE or increase any benefits otherwise payable under any pension or benefits plan of KORE or result in the acceleration of the time of payment or vesting of any such benefits; or
 - (v) result in the revocation, suspension, cancellation, variation or non-renewal of any claims, concessions, licenses, leases or other instruments, conferring rights in respect of the material properties in which KORE has an interest.
- (e) Consents and Approvals. No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by KORE in connection with the execution and delivery of this Agreement or the consummation by KORE of the transactions contemplated hereby other than:
 - (i) the KORE Shareholder Approval;
 - (ii) filings required under the BCBCA; and
 - (iii) any other consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on KORE.
- (f) Directors’ Approvals. The KORE Board has unanimously:
 - (i) determined that the Transaction is in the best interests of KORE;
 - (ii) determined to recommend that the KORE Shareholders vote in favour of the KORE Resolution; and
 - (iii) authorized the entering into of this Agreement, and the performance of KORE’s obligations hereunder.
- (g) Contracts. Each of the Material Contracts to which KORE is a party constitutes a valid and legally binding obligation of KORE enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors’ rights or by general equity principles).
- (h) Waivers and Consents. There are no waivers, consents, notices or approvals required to complete the transactions contemplated under this Agreement from other parties to the Material Contracts of KORE.
- (i) No Defaults. KORE is not in default under, and, there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute a default by KORE under any Contract or other instrument that is material to the conduct of the business of KORE to which it is a party or by which it is bound or subject to that would, individually or in the aggregate, have a Material Adverse Effect on KORE. No party to any Contract of KORE has given written notice to KORE of, or made a claim against

KORE with respect to, any breach or default thereunder, in any such case in which such breach or default constitutes a Material Adverse Effect on KORE.

(j) Absence of Changes. Since December 31, 2017:

- (i) KORE has conducted its business only in the ordinary and regular course of business consistent with past practice;
- (ii) KORE has not incurred or suffered a Material Adverse Change;
- (iii) there has not been any acquisition or sale by KORE of any material property or assets thereof;
- (iv) other than in the ordinary and regular course of business consistent with past practice, there has not been any incurrence, assumption or guarantee by KORE of any debt for borrowed money, any creation or assumption by KORE of any Encumbrance, any making by KORE of any loan, advance or capital contribution to or investment in any other Person, or any entering into, amendment of, relinquishment, termination or non-renewal by KORE, of any Contract or other right or obligation that would, individually or in the aggregate, have a Material Adverse Effect on KORE;
- (v) KORE has not declared or paid any dividends or made any other distribution in respect of any of the KORE Shares;
- (vi) KORE has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding KORE Shares;
- (vii) other than in the ordinary and regular course of business consistent with past practice, there has not been any material increase in or modification of the compensation payable by KORE to any of its directors, officers, employees or consultants, or any grant to any such director, officer, employee or consultant of any increase in severance or termination pay, or any increase or modification of any bonus, pension, insurance or benefit arrangement made to, for or with any of such directors, officers, employees or consultants;
- (viii) KORE has not effected any material change in its accounting methods, principles or practices, other than as disclosed in the KORE Financial Statements; and
- (ix) KORE has not adopted or amended any collective bargaining agreement, bonus, pension, profit-sharing, stock purchase, stock option or other benefit plan or shareholder rights plan.

(k) Employment Agreements. KORE:

- (i) Other than the consulting agreements made between KORE and each of Adrian Rothwell and James Hynes, KORE is not a party to any written or oral policy, agreement, obligation or understanding providing for retention bonuses, severance or termination payments to, or any employment or consulting agreement with, any director or officer of KORE that would be triggered by KORE's entering into this Agreement or the completion of the Transaction;

- (ii) is not a party to any collective bargaining agreement;
 - (iii) is not subject to any application for certification or threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement; or
 - (iv) is not subject to any current, pending or threatened strike or lockout.
- (l) Financial Matters. Each of the audited financial statements of KORE for the years ended December 31, 2016 and 2017 and the respective notes thereto (collectively, the “**KORE Financial Statements**”) were prepared in accordance with IFRS consistently applied, and fairly present in all material respects the consolidated financial condition of KORE at the respective dates indicated and the results of operations of KORE for the periods covered on a consolidated basis. Except as disclosed in the KORE Financial Statements, as of the date hereof, KORE does not have any liability or obligation (including, without limitation, liabilities or obligations to fund any operations or work or exploration program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, or any related party transactions or off-balance sheet transactions not reflected in the KORE Financial Statements, except liabilities and obligations incurred in the ordinary and regular course of business since December 31, 2017, which liabilities or obligations would not reasonably be expected to have a Material Adverse Effect on KORE.
- (m) Books and Records. The corporate records and minute books of KORE have been maintained in accordance with all applicable Laws and are complete and accurate in all material respects, except where such incompleteness or inaccuracy would not have a Material Adverse Effect on KORE. Financial books and records and accounts of KORE, in all material respects:
- (i) have been maintained in accordance with good business practices on a basis consistent with prior years and past practice;
 - (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of KORE; and
 - (iii) accurately and fairly reflect the basis for the KORE Financial Statements.
- (n) Litigation. There is no Claim pending or in progress or, to the knowledge of KORE, threatened against or relating to KORE or affecting any of their respective properties or assets before any Governmental Entity which, individually or in the aggregate, has, or would reasonably be expected to have, a Material Adverse Effect on KORE, and KORE is not aware of any existing ground on which any such Claim might be commenced with any reasonable likelihood of success. There is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress, or, to the knowledge of KORE, threatened against or relating to KORE before any Governmental Entity. Neither KORE nor any of its properties or assets are subject to any outstanding judgment, order, writ, injunction or decree that involves or may involve, or restricts or may restrict, the right or ability of KORE to conduct their respective business in all material respects as it has been carried on prior to the date hereof, or that would materially impede the consummation of the transactions contemplated by this Agreement, except to the extent

any such matter would not, individually or in the aggregate, have a Material Adverse Effect on KORE.

(o) Interest in Properties.

- (i) KORE and its subsidiaries are the sole legal and beneficial owners, and have valid and sufficient right, ownership, title and interest, duly registered if applicable, free and clear of any title defect or lien: (i) to its mining or any other kind of concessions, claims, permits and all other rights or goods relating in any manner whatsoever to the interest in, or exploration, prospecting or exploitation for minerals on the KORE Properties and, in each case, as are necessary to perform the operation of its business as presently owned and conducted; (ii) to its real property interests including fee simple estate of and in real property, licences (from landowners and authorities permitting the use of land by KORE or any of its subsidiaries), leases, rights of way, occupancy rights, surface rights, mineral rights, mining concessions, easements and all other real property interests, and all its water rights, intellectual property, patents, movable goods, instruments, machinery and equipment as are necessary to perform the operation of its business as presently owned and conducted; and (iii) to, or is entitled to the benefits of, all of its properties and assets of any nature whatsoever and to all benefits including all the properties and assets reflected in the balance sheet forming part of the KORE Financial Statements (collectively, the “**KORE Assets**”), together with all additions thereto. The KORE Assets are not subject to any lien or defect in title of any kind except as is specifically identified in the balance sheets forming part of the KORE Financial Statements and in the notes thereto. KORE is not aware of any facts or circumstances which might limit, affect or prejudice its ownership rights over the KORE Assets.
- (ii) All mining concessions, mining claims or mineral property in which KORE or any of its subsidiaries has an interest or right, including the KORE Assets, have been validly granted, acquired, located and recorded in the relevant registries in accordance with all Laws and are valid and subsisting. KORE's or its subsidiaries' mining concessions, claims, leases, licences or permits comply with all applicable Laws and are not subject to any nullity or voidance actions under any other applicable Laws and are not subject to any material fault or error that may result in any such concessions, claims, leases, licences or permits being determined to be void pursuant to applicable Laws or that may result in the lapse of the same. The mining concessions, claims, leases, licences or permits owned by KORE or its subsidiaries do not overlap with and are not overlapped by any third party rights or mining concessions or claims that may enable any such third party to explore or exploit any minerals in the same area or which may have preference in such regard over such concessions, claims, leases, licences or permits. No person other than KORE or its subsidiaries has any preferential right, option or interest in the above mentioned concessions, claims, leases, licences or permits, or any right, option or interest to explore, prospect or mine on the area of the same, or any right to acquire any such interest. KORE's or its subsidiaries' surface rights, access rights and other rights and interests relating to its mining concessions, claims, leases, licences or permits, grant KORE and its subsidiaries the right and ability to conduct its business as currently conducted as disclosed in the KORE Financial Statements with only such exceptions as do not materially interfere with the use made by the KORE or its subsidiaries of the rights or interests so held, and each of the property interests or rights and each of the documents, agreements, instruments and obligations relating

thereto and referred to above is currently in good standing in the name of the KORE or its subsidiaries and free and clear of all material encumbrances.

- (iii) KORE and each of its subsidiaries has duly and timely satisfied all of the obligations required to be satisfied, performed and observed by it under, and there exists no default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default by KORE or any subsidiary under any agreement pertaining to their respective KORE Assets or to their other respective assets or properties and each such lease, contract or other agreement is enforceable and in full force and effect.
- (iv) (i) KORE and its subsidiaries have the exclusive right to deal with the KORE Assets; (ii) no person or entity of any nature whatsoever other than the KORE or its subsidiaries has any interest in the KORE Assets or any right to acquire or otherwise obtain any such interest; (iii) other than as set out in the KORE Financial Statements there are no back-in rights, earn-in rights, rights of first refusal, off-take rights or obligations, royalty rights, streaming rights, or other rights of any nature whatsoever which would affect KORE's or its subsidiaries' interests in the KORE Assets, and no such rights are threatened; (iv) neither KORE nor any of its subsidiaries has received any notice, whether written or oral, from any Governmental Entity or any other person of any revocation or intention to revoke, diminish or challenge its interest in the KORE Assets; and (v) the KORE Assets are in good standing under and comply with all Laws and all work required to be performed has been performed and all taxes, fees, expenditures and all other payments in respect thereof have been paid or incurred and all filings in respect thereof have been, and there exists no default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default by KORE under any of the tenures, licenses, leases, documents, instruments or any other agreement pertaining to the KORE Assets and to the knowledge of KORE, none of the counterparties to such leases, documents, instruments or any other agreements pertaining to the KORE Assets are in default thereunder except to the extent such that such defaults would not result in a Material Adverse Effect.
- (v) There are no adverse claims, demands, actions, suits or proceedings that have been commenced or are pending or, to the knowledge of KORE that are threatened, affecting or which would affect KORE's or any of the subsidiaries' right, title or interest in the KORE Assets or the ability of KORE or its subsidiaries to explore, prospect, exploit or develop the KORE Assets, including the title to or ownership of the foregoing, or which might involve the possibility of any judgement or liability affecting the KORE Assets.
- (vi) None of the directors or officers of KORE holds any right, title or interest in, nor, to the knowledge of KORE, has taken any action to obtain, directly or indirectly, any right, title and interest in any of KORE Properties or in any permit, concession, claim or other right to explore for, prospect, exploit, develop, mine or produce minerals from or in any manner in relation to the KORE Properties and any other properties located within 20 kilometres of any of the KORE Properties.

- (vii) KORE has provided Eureka with access to full and complete copies of all exploration information and data within its possession or control including, without limitation, all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) and all technical reports, feasibility studies and other similar reports and studies concerning the KORE Properties and KORE and its subsidiaries have the sole right, title and ownership of all such information, data, reports and studies.

- (p) Expropriation. No property or asset of KORE has been taken or expropriated by any Governmental Entity and no notice or proceeding in respect of any such expropriation has been given or commenced or, to the knowledge of KORE, is there any intent or proposal to give any such notice or commence any such proceeding.

- (q) Royalty Payments and Other Interests. Except as disclosed to Eureka in writing by KORE there are no landowner's royalties, overriding royalties, net profits interests or similar interests or any other rights or interests whatsoever of third parties by which KORE is bound on or in relation to the KORE Assets. To the knowledge of KORE, none of the KORE Assets are subject to forfeiture or reduction by reference to payout of or production penalty on any well or otherwise or, to change to an interest of any other size or nature by virtue of or through any right or interest granted by, through or under KORE, except to the extent that all such reductions or changes to an interest would not result in a Material Adverse Effect on KORE.

- (r) Environmental. To the knowledge of KORE:
 - (i) KORE is in compliance in all material respects with Environmental Laws;
 - (ii) KORE has operated their respective businesses at all times and have received, handled, used, stored, treated, shipped and disposed of all contaminants without violation of Environmental Laws;
 - (iii) there is no material Claim which may affect either KORE or any of the properties or assets of KORE relating to or alleging any violation of Environmental Laws; and
 - (iv) KORE holds all permits, certificates, certificates of authorization, approvals, orders, licenses or other authorizations required under any Environmental Laws in connection with the operation of its businesses as presently conducted and the ownership and use of its assets, other than those which the failure to hold would not reasonably be expected to have a Material Adverse Effect on KORE, and neither KORE nor any of its assets is the subject of any investigation, evaluation, audit or review not in the ordinary and regular course of business by any Governmental Entity to determine whether any violation of Environmental Laws has occurred or is occurring, and KORE is subject to any known environmental liabilities.

- (s) Tax Matters. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on KORE:
 - (i) KORE has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be

filed by it with the appropriate Governmental Entity and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon;

- (ii) KORE has:
 - (A) duly and timely paid all Taxes due and payable by it;
 - (B) duly and timely withheld all Taxes and other amounts required by applicable Laws to be withheld by it and has duly and timely remitted to the appropriate Governmental Entity such Taxes and other amounts required by applicable Laws to be remitted by it; and
 - (C) duly and timely collected all amounts on account of sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by applicable Laws to be collected by it and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by applicable Laws to be remitted by it;
- (iii) the charges, accruals and reserves for Taxes reflected on the KORE Financial Statements (whether or not due and whether or not shown on any Tax Return but excluding any provision for deferred income taxes) are, in the opinion of KORE, adequate under IFRS, as applicable, to cover Taxes with respect to KORE accruing through the date hereof;
- (iv) there are no Claims now pending or, to the knowledge of KORE, threatened against KORE that propose to assess Taxes in addition to those reported in the Tax Returns; and
- (v) no waiver of any statutory limitation period with respect to Taxes has been given or requested with respect to KORE.
- (t) Pension and Employee Benefits. KORE has complied, in all material respects, with all of the terms of the pension and other employee compensation and benefit obligations of KORE including the provisions of any collective agreements, funding and investment contracts or obligations applicable thereto, arising under or relating to each of the pension or retirement income plans or other employee compensation or benefit plans, agreements, policies, programs, arrangements or practices, whether written or oral, which are maintained by or binding upon KORE, other than such non-compliance that would not reasonably be expected to have a Material Adverse Effect on KORE.
- (u) Compliance with Laws. KORE has complied with, and is not in violation of, any applicable Laws other than such non-compliance or violations that would not, individually or in the aggregate, have a Material Adverse Effect on KORE.
- (v) No Option on Assets. No Person has any agreement or option, or any right or privilege capable of becoming an agreement or option, for the purchase from KORE of any of the material assets of KORE.
- (w) Private Issuer. KORE is not a reporting issuer in any jurisdiction in Canada and there is no published market in respect of the KORE Shares.

- (x) Certain Contracts. KORE is not a party to or bound by any non-competition Contract or any other Contract, obligation, judgment, injunction, order or decree that purports to:
 - (i) limit the manner or the localities in which all or any material portion of the business of KORE is conducted;
 - (ii) limit any business practice of KORE in any material respect; or
 - (iii) restrict any acquisition or disposition of any property by KORE in any material respect.

- (y) No Broker's Commission. KORE has not entered into any Contract that would entitle any Person to any valid claim against KORE for a broker's commission, finder's fee or any like payment in respect of the Transaction or any other matter contemplated by this Agreement.

- (z) Vote Required. The only votes of the holders of any class or series of securities of KORE necessary to approve this Agreement, the Transaction and the transactions contemplated hereby is the KORE Shareholder Approval.

- (aa) U.S. Securities Law Matters.
 - (i) KORE is a "foreign issuer" within the meaning of Regulation S and reasonably believes that there is no Substantial U.S. Market Interest in the KORE Shares.
 - (ii) KORE is not now, and is not registered, or required to be registered, as an "investment company" as defined in the 1940 Act.
 - (iii) Except with respect to offers and sales to accredited investors who are in the United States in reliance upon the exemption from the registration requirements of the 1933 Act provided by Rule 506 of Regulation D thereunder, neither KORE nor any of its affiliates, nor any Person acting on its or their behalf, has made or will make:
 - (A) any offer to sell, or any solicitation of an offer to buy, any KORE Shares to any Person in the United States; or
 - (B) any sale of KORE Shares unless, at the time the buy order was or will have been originated, the purchaser is (I) outside the United States or (II) KORE, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States.
 - (iv) None of KORE, any of its affiliates nor any Person acting on its or their behalf has made or will make any Directed Selling Efforts in the United States with respect to the KORE Shares, or has engaged or will engage in any form of general solicitation or general advertising (as those terms are used in Regulation D), including advertisements, articles, notices or other communications published in any newspaper, magazine, or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising in connection with the offer or exchange of the KORE Shares in the United States.

- (v) Any Kore Shareholder that is a U.S. Person (as defined in Regulation S) is, and will be at the Effective Time, an “accredited investor” as defined in Regulation D.
- (bb) No Shareholdings in Eureka. KORE does not, legally or beneficially, own, directly or indirectly, any securities of Eureka and does not have any right, agreement or obligation to purchase any securities of Eureka or any securities or obligations of any kind convertible into or exchangeable for any securities of Eureka, except as otherwise set out in this Agreement.
- (cc) Restrictions on Business Activities. There is no agreement, judgment, injunction, order or decree binding upon KORE or that has or would be reasonably expected to have the effect of prohibiting, restricting or materially impairing any business practice of KORE, any acquisition of property by KORE, or the conduct of business by KORE as currently conducted.
- (dd) Solvency of KORE. There are reasonable grounds for believing that KORE is able to pay its liabilities as they become due and, at the Effective Time, will be able to pay its liabilities as they become due.
- (ee) Creditors of KORE. KORE has reasonable grounds for believing that no creditor of KORE will be prejudiced by the Amalgamation.
- (ff) Right to Use Personal Information. All personal information in the possession of KORE has been collected, used and disclosed in compliance with all applicable privacy Laws in those jurisdictions in which KORE conducts, or KORE is deemed by operation of law in those jurisdictions to conduct, its business. KORE has disclosed to Eureka all Contracts and facts concerning the collection, use, retention, destruction and disclosure of personal information, and there are no other Contracts or facts which, on completion of the Transaction, would restrict or interfere with the use of any personal information by KORE in the operation of its business as conducted before the Effective Time. There are no Claims pending or, to the knowledge of KORE, threatened, with respect to KORE’s collection, use or disclosure of personal information.

3.3 Survival of Representations and Warranties

The representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and shall expire and be terminated and extinguished at the Effective Time.

ARTICLE 4 COVENANTS

4.1 Covenants of Eureka

Eureka hereby covenants and agrees with KORE as follows:

- (a) Eureka Meeting. As promptly as practicable after the date hereof, Eureka shall, in accordance with the applicable provisions of the BCBCA and its charter documents, duly call, give notice of, convene and hold the Eureka Meeting.

- (b) Copy of Documents. Eureka shall furnish promptly to KORE a copy of any dealings or communications with any Governmental Entity or Securities Authority in connection with, or in any way affecting, the transactions contemplated by this Agreement.
- (c) Certain Actions Prohibited. Other than in contemplation of, or as required to give effect to, the transactions contemplated by this Agreement, or as otherwise permitted pursuant to this Agreement, Eureka shall not, without the prior written consent of KORE, which consent shall not be unreasonably withheld or delayed, directly or indirectly do or permit to occur any of the following prior to the Effective Date:
- (i) issue, sell, grant, pledge, lease, dispose of, encumber or create any Encumbrance on, or agree to issue, sell, grant, pledge, lease, dispose of, or encumber or create any Encumbrance on, any shares of, or any options, warrants, calls, conversion privileges or rights of any kind to acquire any shares of, Eureka, other than as contemplated by this Agreement;
 - (ii) incur or commit to incur any debt, except in the ordinary and regular course of business, to finance its working capital requirements or as otherwise contemplated in connection with the transactions contemplated in this Agreement;
 - (iii) declare or pay any dividends or distribute any of its properties or assets to the Eureka Shareholders;
 - (iv) enter into any Material Contracts without the consent of KORE, other than in connection with the Transaction or as otherwise contemplated herein;
 - (v) alter or amend its notice of articles or articles, other than as may be required in connection with the transactions contemplated herein, including the Eureka Consolidation and the Eureka Change of Name;
 - (vi) engage in any business enterprise or other activity different from that carried on or contemplated by it as of the date hereof;
 - (vii) other than in the ordinary and regular course of business, sell, pledge, lease, dispose of, grant any interest in, encumber, or agree to sell, pledge, lease, dispose of, grant any interest in or encumber, any of its assets, except where to do so would not have a Material Adverse Effect on Eureka;
 - (viii) redeem, purchase or offer to purchase any of the Eureka Shares or any of its other securities, other than as contemplated by this Agreement;
 - (ix) amend the terms of any convertible security issued and outstanding; or
 - (x) acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than in the ordinary and regular course of business.
- (d) Certain Actions. Eureka shall:
- (i) not take any action, or refrain from taking any action or permit any action to be taken or not taken (subject to a commercially reasonable efforts qualification)

inconsistent with the provisions of this Agreement, or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that would reasonably be expected to render, any representation or warranty made by Eureka in this Agreement untrue or inaccurate in any material respect at any time on or before the Effective Date if then made, or that would have a Material Adverse Effect on Eureka; and

- (ii) promptly notify KORE of:
 - (A) any Material Adverse Change or Material Adverse Effect, or any change, event, occurrence or state of facts that would reasonably be expected to become a Material Adverse Change or to have a Material Adverse Effect, in respect of the business or in the conduct of the business of Eureka;
 - (B) any material Governmental Entity or third person notices, complaints, investigations or hearings (or communications indicating that the same may be contemplated);
 - (C) any breach by Eureka of any covenant or agreement contained in this Agreement; and
 - (D) any event occurring subsequent to the date hereof that would render any representation or warranty of Eureka contained in this Agreement, if made on or as of the date of such event or the Effective Date, to be untrue or inaccurate in any material respect.

- (e) Satisfaction of Conditions. Eureka shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its obligations to the extent that the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Agreement, including using its commercially reasonable efforts to:
 - (i) obtain the Eureka Shareholder Approval in accordance with the provisions of the TSXV and the BCBCA and the requirements of any applicable regulatory authority;
 - (ii) obtain all other consents, approvals and authorizations as are required to be obtained by Eureka under any applicable Laws or from any Governmental Entity or Security Authority that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect on Eureka;
 - (iii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities or Securities Authorities required to be effected by it in connection with the transactions contemplated by this Agreement and participate and appear in any proceedings of any Party hereto before any Governmental Entity;
 - (iv) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Agreement or the transactions contemplated hereby

or seeking to enjoin or delay, or otherwise adversely affecting the ability of the Parties to consummate, the transactions contemplated hereby, subject to the Eureka Board determining in good faith after receiving advice from outside legal counsel (which may include written opinions or advice) that taking such action would be inconsistent with the fiduciary duties of such directors under applicable Laws, and provided that, immediately upon receipt of such advice, Eureka advises KORE in writing that it has received such advice and provides written details thereof to KORE;

- (v) fulfill all conditions and satisfy all provisions of this Agreement required to be fulfilled or satisfied by Eureka; and
- (vi) co-operate with KORE in connection with the performance by it of its obligations hereunder, provided however that the foregoing shall not be construed to obligate Eureka to pay or cause to be paid any monies to cause such performance to occur, other than as contemplated in this Agreement.
- (f) Keep Fully Informed. Subject to applicable Laws, Eureka shall use commercially reasonable efforts to conduct itself so as to keep KORE fully informed as to the material decisions or actions required to be made with respect to the operation of its business.
- (g) Co-operation. Eureka shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws.
- (h) Representations. Eureka shall use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of Eureka contained herein shall be true and correct on and as of the Effective Date as if made on and as of such date.
- (i) Closing Documents. Eureka shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, resolutions, opinions and other closing documents as may be required by KORE, all in form satisfactory to KORE, acting reasonably.
- (j) Newco. In its capacity as the sole shareholder of Newco, Eureka shall:
 - (i) take all such action as is necessary or desirable to cause Newco to satisfy its obligations hereunder, including without limitation, passing a resolution approving the Transaction, on or prior to the Effective Date, or such other date as may be agreed to by Eureka and KORE, acting reasonably; and
 - (ii) prior to the Effective Date, not cause or permit Newco to issue any securities or enter into any agreements to issue or grant options, warrants or rights to purchase any of its securities except for the issuance of a nominal number of Newco Shares to Eureka, or carry on any business, enter into any transaction or effect any corporate act whatsoever, other than as contemplated herein or as reasonably necessary to carry out the Amalgamation, unless previously consented to in writing by KORE; and

- (iii) after the Effective Date, cause Amalco to satisfy any obligations which Amalco may have to a KORE Shareholder who exercises Dissent Rights.
- (k) Shares. Eureka will issue, at the Effective Time, post-Eureka Consolidation Eureka Shares, in accordance with the terms hereof, to those KORE Shareholders who are entitled to receive Eureka Shares pursuant to the Transaction.
- (l) Listing of Shares. Until the earlier of: (i) the Effective Time; and (ii) the termination of this Agreement in accordance with Section 6.2, Eureka shall use its commercially reasonable efforts to:
 - (i) ensure that the Eureka Shares are continuously listed and posted for trading on the TSXV; and
 - (ii) obtain conditional approval of the TSXV for listing the Eureka Shares to be issued to KORE Shareholders pursuant to and in accordance with the terms of this Agreement.
- (m) Eureka Directors and Officers. Prior to the completion of the Amalgamation, the Eureka Board shall procure duly executed resignations and mutual releases, in form and substance satisfactory to KORE, acting reasonably, from each director and officer of Eureka who will no longer be serving in such capacity or capacities following completion of the Transaction such that, upon the Effective Date, the directors and officers of Eureka will be as follows:

Name	Position
Adrian Rothwell	Director and President
James Hynes	Director
Brendan Cahill	Director
Additional Eureka Nominee	Director
Additional Kore Nominee	Director

- (n) Name. Eureka shall change its name to "KORE Mining Ltd." as of the Effective Date.
- (o) Concurrent Financing. Prior to the Effective time, Eureka will complete the Concurrent Financing, and all Eureka Subscription Receipts issued in connection with the Concurrent Financing will have been converted. Kore agrees to assist Eureka with the Concurrent Financing, and Kore shall determine, through negotiation with the placement agent(s), the terms thereof (including the Eureka securities to be issued on conversion of the Eureka Subscription Receipts, the issue price, and the terms of any underlying warrants (if any), subject to the consent of Eureka, which consent shall not be unreasonably withheld.
- (p) Outstanding Indebtedness. Prior to the Effective Time Eureka may discharge and pay any outstanding indebtedness to persons by the issue of Debt Settlement Shares provided the deemed issue price of such Debt Settlement Shares shall not be less than \$0.05 per Debt Settlement Share. The Parties shall determine the outstanding

indebtedness of Eureka immediately prior to the Effective Time and the number of Future Issuable Debt Settlement Shares issued or issuable in settlement of such outstanding indebtedness shall be equal to the dollar value of such outstanding indebtedness divided by the issue price for such Future Issuable Debt Settlement Shares which shall not be less than \$0.05 per Future Issuable Debt Settlement Share.

- (q) Lock Up Agreements. Eureka shall cause each of Warren Stanyer, Michael Sweatman, Brent Patterson, Gary Vivian, Kristian Whitehead and John Kerr to enter into lock-up agreements with Eureka, in form and substance satisfactory to KORE and executed and delivered prior to the Effective Date, providing that during the period commencing on the Effective Date and ending on the date that is six (6) months after the Effective Date each will not, directly or indirectly, offer, sell, agree to offer or sell, enter into an arrangement to offer or sell, grant any option to purchase, make any short sale, or otherwise dispose of, or transfer, or announce any intention to do so, or enter into any transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of any securities of the Eureka, other than pursuant to a take-over bid made generally to all of the shareholders of Eureka, without the prior written consent of Eureka.

4.2 Covenants of KORE

KORE hereby covenants and agrees with Eureka as follows:

- (a) KORE Meeting. As promptly as practicable after the date hereof, KORE shall, in accordance with the applicable provisions of the BCBCA and its charter documents, duly call, give notice of, convene and hold the KORE Meeting.
- (b) Copy of Documents. KORE shall furnish promptly to Eureka a copy of any filing under any applicable Laws and any dealings or communications with any Governmental Entity or Securities Authority in connection with, or in any way affecting, the transactions contemplated by this Agreement.
- (c) Certain Actions Prohibited. Other than in contemplation of, or as required to give effect to, the transactions contemplated by this Agreement, or as otherwise permitted pursuant to this Agreement, KORE shall not, without the prior written consent of Eureka, which consent shall not be unreasonably withheld or delayed, directly or indirectly do or permit to occur any of the following prior to the Effective Date:
- (i) issue, sell, grant, pledge, lease, dispose of, encumber or create any Encumbrance on, or agree to issue, sell, grant, pledge, lease, dispose of, or encumber or create any Encumbrance on, any shares of, or any options, warrants, calls, conversion privileges or rights of any kind to acquire any shares of, KORE;
 - (ii) incur or commit to incur any debt, except in the ordinary and regular course of business, or to finance its working capital requirements, or as otherwise contemplated herein in connection with the transactions contemplated by this Agreement;
 - (iii) declare or pay any dividends or distribute any of its properties or assets to the KORE Shareholders;

- (iv) enter into Material Contracts without the consent of Eureka, other than in connection with the Transaction or as otherwise contemplated herein;
 - (v) alter or amend its articles or by-laws, other than as may be required in connection with the transactions contemplated herein, including the Amalgamation;
 - (vi) engage in any business enterprise or other activity different from that carried on or contemplated by it as of the date hereof;
 - (vii) other than in the ordinary and regular course of business, sell, pledge, lease, dispose of, grant any interest in, encumber, or agree to sell, pledge, lease, dispose of, grant any interest in or encumber, any of its assets except where to do so would not have a Material Adverse Effect on KORE;
 - (viii) redeem, purchase or offer to purchase any of the KORE Shares or any of its other securities; or
 - (ix) acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than in the ordinary and regular course of business.
- (d) Certain Actions. KORE shall:
- (i) not take any action, or refrain from taking any action or permit any action to be taken or not taken (subject to a commercially reasonable efforts qualification), inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that would reasonably be expected to render, any representation or warranty made by KORE in this Agreement untrue or inaccurate in any material respect at any time on or before the Effective Date if then made or that would have a Material Adverse Effect on KORE; and
 - (ii) cause any Kore Shareholder that is a U.S. Person (as defined in Regulation S) to deliver to Eureka, prior to the Effective Time, a certificate, in a form satisfactory to Eureka, confirming that such KORE Shareholder is an "accredited investor" as defined in Regulation D as at the Effective Time;
 - (iii) promptly notify Eureka of:
 - (A) any Material Adverse Change or Material Adverse Effect, or any change, event, occurrence or state of facts that would reasonably be expected to become a Material Adverse Change or to have a Material Adverse Effect, in respect of the business or in the conduct of the business of KORE;
 - (B) any material Governmental Entity or third person notices, complaints, investigations or hearings (or communications indicating that the same may be contemplated);
 - (C) any breach by KORE of any covenant or agreement contained in this Agreement; and

- (D) any event occurring subsequent to the date hereof that would render any representation or warranty of KORE contained in this Agreement, if made on or as of the date of such event or the Effective Date, to be untrue or inaccurate in any material respect.
- (e) Satisfaction of Conditions. KORE shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all of the conditions precedent to its obligations to the extent the same is within 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 all applicable Laws to complete the transactions contemplated by this Agreement, including using its commercially reasonable efforts to:
 - (i) obtain the KORE Shareholder Approval in accordance with the BCBCA and the requirements of any applicable regulatory authority;
 - (ii) obtain all other consents, approvals and authorizations as are required to be obtained by KORE under any applicable Laws or from any Governmental Entity or Security Authority that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect on KORE;
 - (iii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities or Securities Authorities required to be effected by it in connection with the transactions contemplated by this Agreement and participate, and appear in any proceedings of, any Party hereto before any Governmental Entity;
 - (iv) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Agreement or the transactions contemplated hereby, or seeking to enjoin or delay, or otherwise adversely affecting the ability of the Parties to consummate, the transactions contemplated hereby, subject to the KORE Board determining in good faith after receiving advice from outside legal counsel (which may include written opinions or advice) that taking such action would be inconsistent with the fiduciary duties of such directors under applicable Laws, and provided that, immediately upon receipt of such advice, KORE advises Eureka in writing that it has received such advice and provides written details thereof to Eureka;
 - (v) fulfill all conditions and satisfy all provisions of this Agreement required to be fulfilled or satisfied by KORE; and
 - (vi) co-operate with Eureka in connection with the performance by Eureka of its obligations hereunder, provided however that the foregoing shall not be construed to obligate KORE to pay or cause to be paid any monies to cause such performance to occur, other than as contemplated in this Agreement.
- (f) Director and Officer Insurance.
 - (i) Eureka shall be required to secure directors' and officers' liability insurance for the current directors and officers of Eureka on a "trailing" (or "run-off") basis for a period of up to six years after the Effective Date. KORE, on its own behalf and on

of Eureka following the Effective Date, agrees to not take any action to terminate or otherwise adversely affect such directors' and officers' insurance.

- (ii) Other than for claims based on fraud or fraudulent or wilful misrepresentation, no director or officer of Eureka prior to the Effective Time (the “**Former Eureka Directors and Officers**”) will have any personal liability whatsoever to KORE, Eureka or Newco under this Agreement or any other document delivered in connection with the transactions contemplated hereby.
- (iii) This Section 4.2(f) will survive the Effective Time. This Section 4.2(f) is intended for the benefit of, and shall be enforceable by, each of the Former Eureka Directors and Officers, and the heirs and legal representatives of each such Person and, for such purpose, Eureka hereby confirms that it is acting as agent and trustee on their behalf.
- (g) 43-101 Report. As soon as practicable after the date hereof and, in any event, prior to the time of mailing of the management information circular for the Eureka Meeting, KORE will have caused the 43-101 Report to be delivered to Eureka and the TSXV, and the TSXV will be satisfied with its review thereof.
- (h) Keep Fully Informed. Subject to applicable Laws, KORE shall use commercially reasonable efforts to conduct itself so as to keep Eureka fully informed as to the material decisions or actions required to be made with respect to the operation of its business.
- (i) Co-operation. KORE shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws.
- (j) Representations. KORE shall use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of KORE contained herein shall be true and correct on and as of the Effective Date as if made on and as of such date.
- (k) Closing Documents. KORE shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, opinions, resolutions and other closing documents as may be required by Eureka, all in form satisfactory to Eureka, acting reasonably.

4.3 Mutual Covenants of KORE and Eureka

- (a) Information Circular.
 - (i) Each of KORE and Eureka shall use all commercially reasonable efforts to prepare, as promptly as practicable after the date of this Agreement, the Information Circular, together with any other documents required under securities Laws in connection with the KORE Meeting and the Eureka Meeting.
 - (ii) The Information Circular shall include, inter alia, the unanimous recommendation of the KORE Board that the KORE Shareholders vote in favour of approval of the KORE Resolution, subject to any required abstentions, and the unanimous

recommendation of the Eureka Board that the Eureka Shareholders vote in favour of approval of the Eureka Resolutions.

- (iii) Eureka covenants that the Information Circular will comply as to form in all material respects with securities Laws and that none of the information to be supplied by Eureka for inclusion or incorporation by reference in the Information Circular will at the time of the mailing of the Information Circular contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. If at any time prior to the Effective Time any event with respect to Eureka, its officers and directors or Newco shall occur that is required to be described in the Information Circular, Eureka shall give prompt notice to KORE of such event.
- (iv) KORE covenants that the Information Circular will comply as to form in all material respects with securities Laws and that none of the information to be supplied by KORE for inclusion or incorporation by reference in the Information Circular will at the time of the mailing of the Information Circular contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. If at any time prior to the Effective Time any event with respect to KORE or its officers and directors shall occur that is required to be described in the Information Circular, KORE shall give prompt notice to Eureka of such event.
- (v) The Information Circular shall contain language notifying each KORE Shareholder resident in or otherwise subject to the laws of the United States of the following:
 - (A) the Eureka Shares issued in connection with the Amalgamation are or will be “restricted securities” as defined in Rule 144 under the 1933 Act, and the holders may dispose of the Eureka Shares only pursuant to an effective registration statement under the 1933 Act or an exemption from the registration requirements of the 1933 Act. Eureka is not obligated to file and has no present intention of filing with the SEC or with any state securities administrator any registration statement in respect of resales of the Eureka Shares in the United States. Accordingly, holders of the Eureka Shares may be required to hold the Eureka Shares indefinitely; and
 - (B) Eureka:
 - I. is not obligated to remain a “foreign issuer” within the meaning of Regulation S,
 - II. may not, at the time the Eureka Shares are resold or otherwise transferred by it or at any other time, be a foreign issuer, and
 - III. may engage in one or more transactions that could cause Eureka not to be a foreign issuer, and if Eureka is not a foreign issuer at the time of any sale or other transfer of the Eureka Shares

pursuant to Rule 904 of Regulation S, a holder of the KORE Shares may be required to hold the Eureka Shares indefinitely.

- (vi) In a timely and expeditious manner, each of Eureka and KORE shall provide the other with information as requested, acting reasonably, in order to prepare any amendments or supplements to the Information Circular (which amendments or supplements shall be in a form satisfactory to each of the Parties, acting reasonably).
- (b) Completion of Transaction.
 - (i) Each of the Parties agrees that, it shall complete the Transaction as soon as practicable following receipt of the later of the Eureka Shareholder Approval and the KORE Shareholder Approval.
 - (ii) Each of the Parties shall comply with the policies of the TSXV and, if required by the TSXV in connection with the approval of the Transaction, the Parties will obtain sponsorship of the Transaction under TSXV Policy 5.2 and Policy 2.2. In such event, the sponsor shall be a member firm of the TSXV acceptable to each of Eureka and KORE, each acting reasonably.
 - (iii) The Eureka Board shall approve resolutions, to be effective as of the Effective Time, to:
 - (A) accept the resignations of the directors and officers of Eureka that will no longer be serving in such capacity following the completion of the Transaction; and
 - (B) change the composition of the Eureka Board such that it will be comprised of the individuals listed in Section 4.1(m).
- (c) Confidential Information. Each of KORE and Eureka agrees that any information as to the other Party's financial condition, business, properties, title, assets and affairs (including any material contracts) received from the other Party as part of its due diligence investigations in connection with the transactions contemplated in this Agreement, including information which, at the time of receipt had not become generally available to the public, was not available to a Party or its representatives on a non-confidential basis before the date of the LOI or does not become available to a Party or its representatives on a non-confidential basis from a person who is not, to the knowledge of the Party or its representatives, otherwise bound by confidentiality obligations to the provider of such information or otherwise prohibited from transmitting the information to the Party or its representatives ("**confidential information**"), will be kept confidential by such Party for a period of two (2) years from the date hereof. Prior to releasing any confidential information, KORE or Eureka, as applicable, may require the recipient of the confidential information to enter into a mutually acceptable confidentiality agreement. No confidential information may be released to third parties without the consent of the provider thereof, except that the Parties agree that they will not unreasonably withhold such consent to the extent that such confidential information is compelled to be released by legal process or must be released to regulatory bodies and/or included in public documents. The provisions of this Section 4.3(c) shall survive the termination of this Agreement.

4.4 No Alternative Transactions

- (a) Commencing immediately, and except as contemplated herein, the Parties and their respective agents will not, and will not permit any of their respective directors, officers, employees or agents, to directly or indirectly, solicit, discuss, encourage or accept an Alternative Proposal, subject to their fiduciary duties at law. The Parties will with reasonable diligence do all such things and provide all such reasonable assurances as may be required to obtain the approval of applicable regulatory authorities, including the TSXV, to the transactions contemplated in this Agreement, and each Party will provide such further documents or instruments as may be necessary to effect the purposes of this Agreement. Each Party shall use all commercially reasonable effort to cause each of the condition precedents to be satisfied as soon as reasonably possible.
- (b) Notwithstanding the preceding Section 4.4(a) and any other provisions of this Agreement, the Eureka Board may, prior to the approval of the Eureka Resolutions by the Eureka Shareholders, consider, participate in any discussions or negotiations with, or provide information to, any person who has delivered or issued a bona fide Alternative Proposal which was not solicited or encouraged after the date of this Agreement and did not otherwise result from a breach of this Section 4.4(a) and that the Eureka Board determines in good faith, after consultation with its outside legal counsel, would, if consummated in accordance with its terms, result in a transaction more favourable to the Eureka Shareholders from a financial point of view, than the terms of the Transaction (any such Alternative Proposal, an “**Eureka Superior Proposal**”), provided that any such determination shall only be made if the Eureka Board has received written advice of outside legal counsel to the effect that the board of directors is required to do so in order to properly discharge its fiduciary duties, and provided further that, immediately upon receipt of such advice, Eureka advises KORE in writing that it has received such advice and provides written details thereof.
- (c) Notwithstanding the preceding Section 4.4(a) and any other provisions of this Agreement, the KORE Board may, prior to the approval of the KORE Resolution by the KORE Shareholders, consider, participate in any discussions or negotiations with, or provide information to, any person who has delivered or issued a bona fide Alternative Proposal which was not solicited or encouraged after the date of this Agreement and did not otherwise result from a breach of this Section 4.4(a) and that the KORE Board determines in good faith, after consultation with its outside legal counsel, would, if consummated in accordance with its terms, result in a transaction more favourable to the KORE Shareholders from a financial point of view, than the terms of the Transaction (any such Alternative Proposal, a “**KORE Superior Proposal**”), provided that any such determination shall only be made if the KORE Board has received advice of outside legal counsel to the effect that the board of directors is required to do so in order to properly discharge its fiduciary duties, and provided further that, immediately upon receipt of such advice, KORE advises Eureka in writing that it has received such advice and provides written details thereof.
- (d) Notwithstanding any other provision of this Agreement, Eureka agrees that it will not enter into any agreement (other than a confidentiality agreement) regarding an Eureka Superior Proposal (an “**Eureka Proposed Agreement**”) or release the person making the Eureka Superior Proposal from any standstill agreements without providing KORE with an opportunity of not less than three (3) Business Days to amend this Agreement to provide at least as favourable terms as those to be included in the Eureka Proposed

Agreement. In particular, Eureka covenants to provide KORE with all material terms and conditions of any Eureka Proposed Agreement at least three (3) Business Days prior to the proposed date of execution of such Eureka Proposed Agreement by Eureka. The Eureka Board will review any offer by KORE to amend the terms of this Agreement in good faith in order to determine, acting reasonably and exercising its fiduciary duties, whether KORE's offer, upon acceptance by Eureka, would result in the Eureka Proposed Agreement not being an Eureka Superior Proposal. If the Eureka Board so determines, it will enter into an amended Agreement with KORE reflecting KORE's amended proposal. In the event Eureka agrees to amend this Agreement as provided above within such three (3) Business Day period, Eureka covenants to not enter into the Eureka Proposed Agreement or release the party making the Eureka Superior Proposal from any standstill agreements. If upon expiry of the three (3) Business Day period, KORE has either not provided an offer to amend this Agreement or such offer would not render the Eureka Proposed Agreement not an Eureka Superior Proposal, Eureka may proceed with the Eureka Proposed Agreement and terminate this Agreement subject to the provisions of Section 4.4(f).

- (e) Notwithstanding any other provision of this Agreement, KORE agrees that it will not enter into any agreement (other than a confidentiality agreement) regarding a KORE Superior Proposal (an "**KORE Proposed Agreement**") or release the person making the KORE Superior Proposal from any standstill agreements without providing Eureka with an opportunity of not less than three (3) Business Days to amend this Agreement to provide at least as favourable terms as those to be included in the KORE Proposed Agreement. In particular, KORE covenants to provide Eureka with all material terms and conditions of any KORE Proposed Agreement at least three (3) Business Days prior to the proposed date of execution of such KORE Proposed Agreement by KORE. The KORE Board will review any offer by Eureka to amend the terms of this Agreement in good faith in order to determine, acting reasonably and exercising its fiduciary duties, whether Eureka's offer, upon acceptance by KORE, would result in the KORE Proposed Agreement not being a KORE Superior Proposal. If the KORE Board so determines, it will enter into an amended Agreement with Eureka reflecting Eureka's amended proposal. In the event Eureka agrees to amend this Agreement as provided above within such three (3) Business Day period, KORE covenants to not enter into the KORE Proposed Agreement or release the party making the KORE Superior Proposal from any standstill agreements. If upon expiry of the three (3) Business Day period, Eureka has either not provided an offer to amend this Agreement or such offer would not render the KORE Proposed Agreement not an KORE Superior Proposal, KORE may proceed with the KORE Proposed Agreement and terminate this Agreement.
- (f) If this Agreement is terminated by Eureka after receipt of an Eureka Superior Proposal, whether accepted by Eureka or not, as a condition to the right of Eureka to terminate this Agreement, Eureka shall pay to KORE a cash payment equal to \$50,000 (the "**Eureka Break Fee**"), all in immediately available Canadian funds within two (2) Business Days of such termination. The obligation of Eureka to pay the Eureka Break Fee pursuant to this Section 4.4(f) shall survive the termination of this Agreement.
- (g) If this Agreement is terminated by KORE after receipt of a KORE Superior Proposal, whether accepted by KORE or not, as a condition to the right of KORE to terminate this Agreement, KORE shall pay to Eureka a cash payment equal to \$50,000 (the "**KORE Break Fee**"), all in immediately available Canadian funds within two (2) Business Days

of such termination. The obligation of KORE to pay the KORE Break Fee pursuant to this Section 4.4(g) shall survive the termination of this Agreement.

ARTICLE 5 CONDITIONS

5.1 Mutual Conditions in Favour of KORE and Eureka

The respective obligations of Eureka and KORE to complete the transactions contemplated herein are subject to the fulfillment of the following conditions at or before the Effective Time or such other time as is specified below:

- (a) the Eureka Shareholder Approval shall have been obtained in accordance with the provisions of the BCBCA and the requirements of any applicable regulatory authority, including the requirements of the TSXV;
- (b) the KORE Shareholder Approval shall have been obtained in accordance with the provisions of the BCBCA and the requirements of any applicable regulatory authority, including the requirements of the TSXV;
- (c) each of the Eureka Board and the KORE Board shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by Eureka, Newco and KORE, to permit the consummation of the Transaction and all other matters contemplated in this Agreement;
- (d) the TSXV shall have accepted notice for filing of and approved the Transaction, subject only to compliance with the usual requirements of the TSXV, as applicable;
- (e) the TSXV shall have conditionally approved the listing on the TSXV of the Eureka Shares to be issued pursuant to the Transaction and the Concurrent Financing, on terms and conditions acceptable to each of the Parties, acting reasonably;
- (f) Newco shall not have engaged in any business enterprise or other activity or had any assets or liabilities; and
- (g) the distribution of the Eureka Shares pursuant to the Transaction shall be exempt from prospectus and registration requirements under applicable securities Laws of Canada and, except with respect to persons deemed to be “control persons” of Eureka under such securities Laws, such Eureka Shares shall not be subject to any resale restrictions in Canada under such securities Laws.

The foregoing conditions are for the mutual benefit of the Parties and may be waived by mutual consent of KORE and Eureka in writing at any time. No such waiver shall be of any effect unless it is in writing signed by both Parties. If any of such conditions shall not be complied with or waived as aforesaid on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to Section 5.4, any Party may terminate this Agreement by written notice to the others in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by such terminating Party.

5.2 Eureka Conditions

The obligation of Eureka to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Effective Time or such other time as is specified below:

- (a) the representations and warranties made by KORE in this Agreement that are qualified by the expression “material”, “Material Adverse Change” or “Material Adverse Effect” shall be true and correct as of the date of this Agreement and as of the Effective Date as if made on and as of the Effective Date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and all other representations and warranties made by KORE in this Agreement which are not so qualified shall be true and correct in all material respects as of the date of this Agreement and as of the Effective Date as if made on and as of the Effective Date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and KORE shall have provided to Eureka a certificate of two officers thereof certifying the same as of the Effective Date. No representation or warranty made by KORE hereunder shall be deemed not to be true and correct if the facts or circumstances which make such representation or warranty untrue or incorrect are disclosed or referred to, or provided for, or stated to be exceptions under this Agreement;
- (b) KORE will have caused the 43-101 Report to be delivered to Eureka and the TSXV, and the TSXV will be satisfied with its review thereof;
- (c) Eureka will have completed the Concurrent Financing, and all Eureka Subscription Receipts issued in connection with the Concurrent Financing will have been converted;
- (d) from the date of this Agreement to the Effective Date, there shall not have occurred a Material Adverse Change in respect of KORE;
- (e) the Eureka Shares to be issued to persons in the United States pursuant to the Transaction shall be exempt from registration requirements under the 1933 Act pursuant to Rule 506 of Regulation D under the 1933 Act; and
- (f) KORE shall have complied in all material respects with its covenants herein and KORE shall have provided to Eureka a certificate of two officers thereof, certifying that, as of the Effective Date, it has so complied with their covenants herein; and
- (g) the KORE Board shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by KORE and Eureka to permit the consummation of the Transaction and the transactions to be completed by KORE pursuant to the terms of this Agreement.

The foregoing conditions are for the benefit of Eureka and may be waived, in whole or in part, by Eureka in writing at any time. No such waiver shall be of any effect unless it is in writing signed by Eureka. If any of such conditions shall not be complied with or waived by Eureka on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to Section 5.4, Eureka may terminate this Agreement by written notice to KORE in

circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Eureka.

5.3 KORE Conditions

The obligation of KORE to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Effective Time or such other time as is specified below:

- (a) the Eureka Board shall have procured duly executed resignations and mutual releases, effective at the Effective Time, from each director and executive officer of Eureka who will no longer be serving in such capacity or capacities following completion of the Transaction;
- (b) the representations and warranties made by Eureka in this Agreement that are qualified by the expression "material", "Material Adverse Change" or "Material Adverse Effect" shall be true and correct as of the date of this Agreement and as of the Effective Date as if made on and as of the Effective Date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and all other representations and warranties made by Eureka in this Agreement which are not so qualified shall be true and correct in all material respects as of the date of this Agreement and as of the Effective Date as if made on and as of the Effective Date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and Eureka shall have provided to KORE a certificate of two officers thereof certifying the same as of the Effective Date. No representation or warranty made by Eureka hereunder shall be deemed not to be true and correct if the facts or circumstances that make such representation or warranty untrue or incorrect are disclosed or referred to, or provided for, or stated to be exceptions under this Agreement;
- (c) from the date of this Agreement to the Effective Date, there shall not have occurred a Material Adverse Change in respect of Eureka;
- (d) Eureka shall have complied in all material respects with its covenants herein and Eureka shall have provided to KORE a certificate of two officers thereof certifying that, as of the Effective Date, Eureka has so complied with its covenants herein; and
- (e) the Eureka Board shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by Eureka to permit the consummation of the Transaction and the transactions to be completed by Eureka pursuant to the terms of this Agreement.

The foregoing conditions are for the benefit of KORE and may be waived, in whole or in part, by KORE in writing at any time. No such waiver shall be of any effect unless it is in writing signed by KORE. If any of such conditions shall not be complied with or waived by KORE on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to Section 5.4, KORE may terminate this Agreement by written notice to Eureka in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by KORE.

5.4 Notice and Cure Provisions

Each of KORE and Eureka shall give prompt notice to the other Party of the occurrence, or failure to occur, at any time from the date hereof until the Effective Date, of any event or state of facts which occurrence or failure would or would be likely to:

- (a) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any respect on the date hereof or on the Effective Date;
- (b) result in the failure to comply with or satisfy any covenant or agreement to be complied with or satisfied by such Party on or before the Effective Date; or
- (c) result in the failure to satisfy any of the conditions precedent in favour of the other Party contained in Section 5.1, 5.2 or 5.3, as the case may be.

Except as otherwise herein provided, each of KORE and Eureka may:

- (d) elect not to complete the transactions contemplated hereby by virtue of any of the conditions for its benefit contained in Section 5.1, 5.2 or 5.3 not being satisfied or waived; or
- (e) exercise any termination right arising therefrom; provided, however, that:
 - (i) promptly and in any event prior to the Effective Date, the Party hereto intending to rely thereon has delivered a written notice to the other Party specifying in reasonable detail the breaches of covenants or untruthfulness or inaccuracy of representations and warranties or other matters that the Party delivering such notice is asserting as the basis for the exercise of the termination right, as the case may be; and
 - (ii) if any such notice is delivered, and a Party proceeds diligently, at its own expense, to cure such matter, if such matter is susceptible to being cured prior to the Completion Deadline to the satisfaction of the Party delivering such notice, acting reasonably, no party may terminate this Agreement until the earlier of: (A) ten (10) Business Days from the date of delivery of such notice; and (B) the Completion Deadline, if such matter has not been cured by such date (except that, in each case and for greater certainty) no cure period shall be provided for a breach which by its nature cannot be cured.

5.5 Merger of Conditions

If no notice has been sent by either Party pursuant to Section 5.4 prior to the Effective Date, the conditions set out in Section 5.1, 5.2 or 5.3 shall be conclusively deemed to have been satisfied, fulfilled or waived as of the Effective Time.

ARTICLE 6 AMENDMENT AND TERMINATION

6.1 Amendment

This Agreement may, at any time and from time to time, before or after the receipt of the Eureka Shareholder Approval or the KORE Shareholder Approval, be amended by mutual written agreement of the Parties without, subject to applicable Laws, further notice to or authorization on the part of the Eureka Shareholders or the KORE Shareholders, and any such amendment may, without limitation:

- (a) change the time for the performance of any of the obligations or acts of any of the Parties;
- (b) waive any inaccuracies in, or modify, any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with, or modify, any of the covenants herein contained and waive or modify the performance of any of the obligations of any of the parties hereto; and
- (d) waive compliance with, or modify, any condition herein contained,

provided, however, that, notwithstanding the foregoing, following the receipt of the Eureka Shareholder Approval, the Exchange Ratio shall not be amended without the approval of the Eureka Shareholders given in the same manner as required for the approval of the Amalgamation.

6.2 Termination

This Agreement may be terminated at any time prior to the Effective Time:

- (a) by mutual written agreement by Eureka, KORE and Newco;
- (b) subject to Section 5.4:
 - (i) by Eureka, if any condition in Section 5.2 is not satisfied or waived in accordance with such section,
 - (ii) by KORE, if any condition in Section 5.3 is not satisfied or waived in accordance with such section, or
 - (iii) by Eureka or by KORE, if any of the conditions in Section 5.1 for the benefit of the terminating party is not satisfied or waived in accordance with such Section 5.1;
- (c) by KORE if there is a material breach of the covenants of Eureka contained herein by Eureka or any of its directors, officers, employees, agents, consultants or other representatives, in each case on or before the Effective Date, which breach cannot be cured;
- (d) by Eureka or by KORE in accordance with Section 4.4;

- (e) by Eureka if there is a material breach of the covenants of KORE contained herein by KORE or any of its directors, officers, employees, agents, consultants or other representatives, in each case on or before the Effective Date, which breach cannot be cured; or
- (f) by KORE or by Eureka if the Transaction shall not have been completed by the Completion Deadline,

provided that any termination by a Party in accordance with the paragraphs above shall be made by such Party delivering written notice thereof to the other Parties prior to the earlier of the Effective Date and the Completion Deadline and specifying therein in reasonable detail the matter or matters giving rise to such termination right.

ARTICLE 7 GENERAL

7.1 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party shall be in writing and shall be delivered by hand to the Party or Parties to which the notice is to be given at the following address or sent by electronic means to the following numbers or to such other address or email address as shall be specified by such other Party or Parties by like notice. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day or, if not, then the next succeeding Business Day) and if sent by electronic means be deemed to have been given and received at the time of receipt (if a Business Day or, if not, then the next succeeding Business Day) unless actually received after 5:00 p.m. (local time) at the point of delivery in which case it shall be deemed to have been given and received on the next Business Day.

The address for service of each of the Parties shall be as follows:

- (a) if to Eureka or Newco:

Eureka Resources, Inc.
Suite 1100 - 1111 Melville Street
Vancouver, BC
V6E 3V6

Attention: Michael Sweatman
Email: sweatman@telus.net

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

Clark Wilson LLP
Suite 800 - 885 West Georgia Street
Vancouver, British Columbia
V6C 3H1

Attention: Angela Blake
Email: ablake@cwilson.com

(b) if to KORE:

KORE Mining Ltd.
2200 - 885 West Georgia Street
Vancouver, British Columbia
V6C 3E8

Attention: Adrian Rothwell
Email: Adrian@koremining.com

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

Cassels Brock & Blackwell LLP
2200 - 885 West Georgia Street
Vancouver, British Columbia
V6C 3E8

Attention: John Christian
Email: jchristian@casselsbrock.com

7.2 Remedies

Upon termination of this Agreement under circumstances where a Party is entitled to a Break Fee and such fee has been paid in full, the Party receiving such fee shall be precluded from any other remedy against the other Party, at law or in equity or otherwise and such Party shall not seek to obtain any recovery, judgment or damages of any kind, including consequential, indirect or punitive damages, against the other Party or any of its directors, officers, employees, partners, managers, shareholders or affiliates in connection with this Agreement or the transactions contemplated hereby; provided that, the foregoing is subject to the following:

- (a) nothing in Section 4.4 shall relieve or have the effect of relieving any Party in any way from liability for damages incurred or suffered by a Party as a result of fraud or an intentional or wilful breach of this Agreement; and
- (b) the Parties acknowledge and agree that an award of money damages may be inadequate for any breach of this Agreement by any Party or its representatives and advisors and that such breach may cause the non-breaching Parties irreparable harm. Accordingly, the Parties agree that, in the event of any such breach or threatened breach of this Agreement, Eureka (if KORE is the breaching Party) or KORE (if Eureka or Newco is the breaching Party) will be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance. Other than as set forth above, such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available hereunder or at law or in equity to each of the Parties.

7.3 Expenses

The Parties agree that each Party shall pay for its costs incurred in connection with this Agreement and the transactions contemplated hereby and the preparation and mailing of the Information Circular, including legal and accounting fees, printing costs, financial advisor fees and all disbursements by advisors, and that nothing in this Agreement shall be construed so as

to prevent the payment of such expenses, whether or not the Transaction is completed. Notwithstanding the foregoing, the Parties agree that, if the Transaction is successfully completed, all expenses of the Parties related to the Transaction will be paid, immediately prior to the Effective Time, from the proceeds of the Concurrent Financing. The provisions of this Section 7.3 shall survive the termination of this Agreement.

7.4 Time of the Essence

Time shall be of the essence in this Agreement.

7.5 Entire Agreement

This Agreement together with the agreements and other documents herein or therein referred to, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof, including the LOI. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained herein.

7.6 Further Assurances

Each Party shall, from time to time, and at all times hereafter, at the request of the other of them, but without further consideration, do, or cause to be done, all such other acts and execute and deliver, or cause to be executed and delivered, all such further agreements, transfers, assurances, instruments or documents as shall be reasonably required in order to fully perform and carry out the terms and intent hereof including, without limitation, the Amalgamation.

7.7 Governing Law

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

7.8 Execution in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall conclusively be deemed to be an original and all such counterparts collectively shall be conclusively deemed to be one and the same. Delivery of an executed counterpart of the signature page to this Agreement by facsimile, email or other functionally equivalent electronic means of transmission shall be effective as delivery of a manually executed counterpart of this Agreement, and any Party delivering an executed counterpart of the signature page to this Agreement by facsimile, email or other functionally equivalent electronic means of transmission to any other Party shall thereafter also promptly deliver a manually executed original counterpart of this Agreement to such other Party, but the failure to deliver such manually executed original counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

7.9 Waiver

No waiver or release by any Party shall be effective unless in writing and executed by the Party granting such waiver or release and any waiver or release shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence. Waivers may only be granted upon compliance with the provisions governing amendments set forth in Section 6.1.

7.10 No Personal Liability

No director, officer or employee of Eureka shall have any personal liability to KORE under this Agreement. No director, officer or employee of KORE shall have any personal liability to Eureka under this Agreement.

7.11 Enurement and Assignment

This Agreement shall enure to the benefit of the Parties and their respective successors and permitted assigns and shall be binding upon the Parties and their respective successors. This Agreement may not be assigned by any Party without the prior written consent of the other Parties.

[EXECUTION PAGE FOLLOWS]

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

EUREKA RESOURCES, LTD.

Per: “Michael Sweatman”
Michael Sweatman
President, CEO and Director

KORE MINING LTD

Per: “Adrian Rothwell”
Adrian Rothwell
Director, Chief Executive Officer and
President

Per: “James Hynes”
James Hynes
Director and Chairman

1153956 B.C. Ltd.

Per: “Michael Sweatman”
Michael Sweatman

SCHEDULE A

Articles of Amalco

[intentionally omitted]

SCHEDULE B

Amalgamation Application

[intentionally omitted]

SCHEDULE C

FORMS OF EUREKA RESOLUTIONS

EUREKA RTO RESOLUTION

BE IT RESOLVED as an ordinary resolution of the shareholders of Eureka Resources, Inc., (the “**Company**”) that:

1. the execution and delivery of the amalgamation agreement dated February 24, 2018 (the “**Agreement**”) among the Company, KORE Mining Ltd. (“**KORE**”) and 1153956 B.C. Ltd., a wholly-owned subsidiary of the Company, be and is hereby ratified, confirmed and approved;
2. the performance by the Company of its obligations under the Agreement, including the acquisition of all of the outstanding securities of KORE in exchange for the issuance of common shares in the capital of the Company, which will result in a Reverse Takeover (as defined in the policies of the TSX Venture Exchange (the “**TSXV**”)) of the Company by KORE, be and is hereby authorized and approved;
3. subject to the approval of the TSXV, the completion of the transactions contemplated by the Agreement, on such terms and conditions as the board of directors of the Company (the “**Board**”) may determine, in its sole discretion, and all matters related thereto, be and are hereby authorized and approved;
4. notwithstanding that this resolution has been passed (and the Agreement adopted) by the shareholders of the Company, the Board is hereby authorized and empowered, without further approval of the shareholders of the Company, at any time prior to the issuance under the BCBCA of a certificate of amalgamation in respect of the Amalgamation: (i) to amend, modify or supplement the Amalgamation Agreement to the extent permitted by the Amalgamation Agreement, and (ii) not to proceed with the Amalgamation or any other transactions contemplated by the Agreement, or otherwise give effect to these resolutions; and
5. any officer or director of the Company is hereby authorized and directed, for and on behalf of and in the name of the Company to execute, under the seal of the Company or otherwise, and to deliver, all documents, agreements and instruments and to do all such other acts and things, including delivering such documents as are necessary or desirable to the director appointed under the BCBCA for filing in accordance with the Amalgamation Agreement, as such officer or director, may deem necessary or desirable to implement the foregoing resolutions and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents, agreements or instruments or doing of any such act or thing.

SCHEDULE D

FORM OF KORE RESOLUTION

BE IT RESOLVED as a special resolution that:

1. the amalgamation (the “**Amalgamation**”) under Section 269 of the *Business Corporations Act* (British Columbia) (the “**BCBCA**”) involving Eureka Resources, Inc. (“**Eureka**”), KORE Mining Ltd. (the “**Company**”) and 1153956 B.C. Ltd., a wholly-owned subsidiary of Eureka, pursuant to the terms and conditions contained in the amalgamation agreement (the “**Amalgamation Agreement**”) dated February 24, 2018 (as the same may be or has been modified or amended), is hereby authorized and approved and the Amalgamation is hereby adopted
2. the execution and delivery by the Company of the Amalgamation Agreement is hereby authorized and approved;
3. the articles of the amalgamated company shall be the articles appended to the Amalgamation Agreement;
4. any officer or director of the Company is hereby authorized and directed, on behalf of the Company, to execute and deliver an amalgamation application to effect the Amalgamation and to file same with the Registrar of Companies as contemplated by the BCBCA with respect to the Amalgamation;
5. notwithstanding that this special resolution has been passed (and the Amalgamation Agreement adopted) by the shareholders of the Company, the directors of the Company are hereby authorized and empowered without further approval of the shareholders of the Company at any time prior to the issuance by the Registrar of Companies under the BCBCA of a certificate of amalgamation in respect of the Amalgamation (i) to amend the Amalgamation Agreement to the extent permitted by the Amalgamation Agreement, and (ii) not to proceed with the Amalgamation to the extent permitted by the Amalgamation Agreement or otherwise give effect to these resolutions; and
6. any officer or director of the Company is hereby authorized and directed for and on behalf of and in the name of the Company to execute, under the seal of the Company or otherwise, and to deliver, all documents, agreements and instruments and to do all such other acts and things, including delivering such documents as are necessary or desirable to Registrar of Companies for filing in accordance with the Amalgamation Agreement, as such officer or director, may deem necessary or desirable to implement the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of any such documents, agreements or instruments or doing of any such act or thing.

SCHEDULE E

EUREKA OPTIONS AND WARRANTS

15,426,920 Eureka Shares are reserved for issuance for the exercise of stock options and warrants, as indicated below.

<u>Number of options outstanding and exercisable</u>	<u>Exercise Price</u>	<u>Expiry Date</u>
1,200,000	\$0.10	June 23, 2020
800,000	\$0.10	June 27, 2021
900,000	\$0.13	January 16, 2022
<u>200,000</u>	\$0.10	April 28, 2022
3,100,000		

<u>Number of warrants outstanding</u>	<u>Exercise Price</u>	<u>Expiry Date</u>
1,215,000	\$0.125	June 10, 2020
2,740,566	\$0.125	April 29, 2018
2,033,334	\$0.125	May 6, 2018
525,000	\$0.20	September 9, 2018
662,500	\$0.15	October 20, 2018
1,087,500	\$0.15	October 26, 2018
353,500	\$0.15	December 29, 2018
<u>3,357,715</u>	\$0.15	May 31, 2019
11,975,115		

<u>Number of finder's warrants outstanding</u>	<u>Exercise Price</u>	<u>Expiry Date</u>
116,900	\$0.075	April 29, 2018
86,333	\$0.075	May 6, 2018
9,000	\$0.14	September 9, 2018
42,000	\$0.10	October 20, 2018
64,320	\$0.10	October 26, 2018
19,920	\$0.10	December 29, 2018
<u>13,332</u>	\$0.09	May 31, 2019
351,805		