

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of the 24th day of September, 2020

AMONG:

SEASHORE RESOURCE PARTNERS CORP., a corporation existing under the laws of the Province of British Columbia (“SSH”);

-and-

1262227 B.C. LTD., a corporation existing under the laws of the Province of British Columbia (“SSH Subco”);

-and-

KINGFISHER RESOURCES LTD., a corporation existing under the laws of the Province of British Columbia (“Kingfisher”);

WHEREAS SSH and Kingfisher are parties to a letter of intent dated July 16, 2020 (the “**Letter of Intent**”);

AND WHEREAS SSH is a capital pool company with the SSH Shares listed on the TSXV;

AND WHEREAS Kingfisher is a privately held company;

AND WHEREAS SSH Subco is a wholly owned subsidiary of SSH, created solely for the purpose of effecting the Amalgamation as defined herein;

AND WHEREAS Kingfisher, SSH and SSH Subco proposed a business combination whereby SSH Subco and Kingfisher will amalgamate pursuant to Section 269 of the Act and, in consideration therefor, SSH has agreed to issue certain of its securities to the securityholders of Kingfisher;

AND WHEREAS the board of directors of SSH Subco and Kingfisher have unanimously: (i) determined that the transactions contemplated by this Agreement are fair and in the best interests of SSH Subco and Kingfisher and the SSH Subco Shareholders and Kingfisher Shareholders; (ii) approved this Agreement and the transactions contemplated hereby; and (iii) determined to recommend that the SSH Subco Shareholders and Kingfisher Shareholders vote in favour of the transactions contemplated by this Agreement;

AND WHEREAS the transactions contemplated by this Agreement will constitute the qualifying transaction of SSH, as such term is defined in Policy 2.4 of the TSXV Corporate Finance Manual;

AND WHEREAS as part of the transactions contemplated by this Agreement, SSH will change its name to “Kingfisher Metals Corp.”

NOW THEREFORE THIS AGREEMENT WITNESSES THAT 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, the parties hereto agree with each other as follows:

ARTICLE I DEFINITIONS

1.1 **Definitions.** In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following words and terms set forth in this Article I shall have the following meanings:

- (a) “**1933 Act**” means the *United States Securities Act of 1933* as amended from time to time;
- (b) “**Acquisition 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 SSH or Kingfisher, as applicable; (b) any acquisition of a substantial amount of assets of SSH or Kingfisher, as applicable, taken as a whole; (c) an amalgamation, arrangement, merger, business combination, or consolidation involving SSH or Kingfisher, as applicable; (d) any take-over bid, issuer bid, exchange offer, recapitalization, liquidation, dissolution, reorganization or similar transaction involving SSH or Kingfisher, 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 Amalgamation;
- (c) “**Act**” means the *Business Corporations Act* (British Columbia), as now in effect and as it may be amended from time to time prior to the Effective Date;
- (d) “**Agreement**” means this Agreement and all instruments supplemental hereto or in amendment or confirmation hereof; “herein”, “hereof” and similar expressions mean and refer to this Agreement and not to any particular article, section, clause or subclause; and “Article”, “Section”, “clause” or “subclause” means and refers to the specified article, section, clause or subclause of this Agreement, and where applicable, the Schedule hereto;
- (e) “**Amalco**” means the corporation to be constituted upon completion of the Amalgamation;
- (f) “**Amalco Share**” means the common shares in the capital of Amalco as presently constituted;
- (g) “**Amalgamating Corporations**” means, collectively, Kingfisher and SSH Subco;
- (h) “**Amalgamation**” means the amalgamation of Kingfisher and SSH Subco pursuant to this Agreement and in accordance with the Act;
- (i) “**Amalgamation Application**” means the amalgamation application prepared in accordance with section 275 of the Act effecting the Amalgamation;
- (j) “**Amalgamation Resolution**” means the special resolution in respect of the Amalgamation to be considered by the Kingfisher Shareholders;
- (k) “**Applicable Securities Laws**” includes, without limitation, all applicable securities, corporate and other laws, rules, regulations, instruments, notices, blanket orders, decision documents, published statements, circulars, published procedures and policies in the Provinces of Alberta, Ontario and British Columbia and any other Province in which securities of SSH or Kingfisher (as applicable) have or will be issued, including, without limitation, the policies and by-laws of the TSXV;
- (l) “**Arm’s Length**” has the same meaning ascribed thereto in the Tax Act;
- (m) “**Business Day**” means a day other than a Saturday or Sunday on which the principal commercial banks located in Vancouver, British Columbia, are open for business during normal banking hours;
- (n) “**Certificate of Amalgamation**” means the certificate of amalgamation to be issued in accordance with section 281 of the Act;

- (o) “**Closing**” or “**Closing Date**” means the completion of the Amalgamation as set forth herein, including the issuance of Resulting Issuer Shares described herein, which is intended to take place on the Effective Date;
- (p) “**CPC**” means a capital pool company listed on the TSXV;
- (q) “**CPC Filing Statement**” means the CPC Filing Statement of the CPC which shall be prepared in accordance with the TSXV Form of Filing Statement (Form 3B2) and which shall provide full, true and plain disclosure of all Material Facts relating to SSH, Kingfisher, SSH Subco and the Amalgamation;
- (r) “**Directed Selling Efforts**” has the meaning ascribed thereto in Regulation S;
- (s) “**Dissent Rights**” means the rights of dissent of Kingfisher Shareholders in respect of the Kingfisher Resolution under Section 238 of the Act;
- (t) “**Ecstall Property**” means 28 mineral claims (25,017 hectares) registered to Kingfisher, located in the Skeena Mining Division, 56 km SE of Prince Rupert, British Columbia, all as more particularly described in Schedule “B” attached to this Agreement;
- (u) “**Effective Date**” means the date of Amalgamation as set forth in the Certificate of Amalgamation;
- (v) “**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;
- (w) “**Environment**” means the natural environment (including soil, land surface or subsurface strata, surface water, groundwater, sediment, ambient air (including all layers of the atmosphere), organic and inorganic matter and living organisms, including human health and safety, and any other environmental medium or natural resource);
- (x) “**Environmental Approvals**” means all permits, certificates, licences, consents, orders, grants, instructions, registrations, directions, approvals, waivers, exemptions or other authorizations issued or required by, or program participation requirements with or from, any Governmental Authority pursuant to any Environmental Law;
- (y) “**Environmental Laws**” means applicable Laws aimed at or relating to reclamation or restoration of properties; abatement of pollution; protection of the Environment; protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, treatment, storage, disposal or control of, or exposure to, Hazardous Substances; releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Substances, including ambient air, surface water and groundwater; and all other Laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of Hazardous Substances;
- (z) “**Environmental Permits**” means all Permits or program participation requirements with or from any Governmental Authority under any Environmental Laws;
- (aa) “**Exchange Ratio**” means one (1) SSH Share for each Kingfisher Share;
- (bb) “**GAAP**” means Generally Accepted Accounting Principles, being the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which such calculation is made or required to be made in accordance with such principles;

- (cc) **“Governmental Authority”** means any multinational, federal, provincial, territorial, state, regional, municipal, local or other government or governmental body and any division, agent, official, agency, commission, board or authority of any government, governmental body, quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing and any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel or arbitrator acting under the authority of any of the foregoing;
- (dd) **“IFRS”** means International Financial Reporting Standards, being the International Financial Reporting Standards of accounting, applicable as at the date on which such calculation is made or required to be made in accordance with such standards;
- (ee) **“Kingfisher”** means Kingfisher Resources Ltd., a private corporation existing under the laws of the Province of British Columbia;
- (ff) **“Kingfisher Assets”** means all of the material assets of Kingfisher and including: (i) interests in the Ecstall Property as set out in the Technical Report (as defined herein), (ii) Other Claims, and (iii) those other assets set out in the Kingfisher Financial Statements;
- (gg) **“Kingfisher Business”** means the mining exploration and development business previously and heretofore carried on and proposed to be carried on by Kingfisher;
- (hh) **“Kingfisher Financial Statements”** means the audited financial statements of Kingfisher for the year ended December 31, 2019 and for the interim periods ended March 31, 2020 and June 30, 2020 and consisting of the statement of financial position, interim statement of comprehensive loss, statement of changes in shareholders’ equity, statements of cash flows and all notes thereto;
- (ii) **“Kingfisher Meeting”** means the shareholder meeting of Kingfisher Shareholders to be held for the purpose of approving the Amalgamation in accordance with applicable corporate laws.
- (jj) **“Kingfisher Options”** means all of the outstanding stock options of Kingfisher, each entitling the holder to purchase a Kingfisher Share;
- (kk) **“Kingfisher Properties”** means the Kingfisher Assets used in the Kingfisher Business, including the Ecstall Property and Other Claims;
- (ll) **“Kingfisher Resolution”** means the special resolution of the Kingfisher Shareholders approving the Amalgamation and this Agreement, substantially in the form attached hereto as Schedule “D”;
- (mm) **“Kingfisher Shareholder”** means a holder of Kingfisher Shares;
- (nn) **“Kingfisher Shares”** means common shares in the capital of Kingfisher;
- (oo) **“Kingfisher Warrants”** means all of the outstanding share purchase warrants of Kingfisher, each entitling the holder to purchase a Kingfisher Share at a price of \$0.125 per share;

- (pp) “**Letter of Intent**” has the meaning ascribed in the recitals;
- (qq) “**Material Adverse Effect**” means, when used in connection with a company, any change or effect (or any condition, event or development involving a prospective change or effect) in or on the business, operations, results of operations, assets, capitalization, financial condition, licenses, permits, concessions, rights or liabilities, whether contractual or otherwise, of the company, taken as a whole, and which change or effect may reasonably be expected to significantly reduce the value of the equity securities of the company other than a change or effect: (i) which arises out of a matter that has been publicly disclosed or otherwise disclosed in writing by the company to the other party prior to the date hereof; (ii) resulting from conditions affecting the mining industry as a whole; (iii) resulting from general economic, financial, currency exchange, securities or commodity market conditions (including without limitation commodity prices, changes in taxation laws or currency exchange rates), (iv) resulting from the announcement of the execution of this Agreement or any transactions completed herein and (v) any natural disaster, including the COVID-19 pandemic;
- (rr) “**Material Fact**” in relation to any party hereto includes, without limitation, any fact that significantly affects, or would reasonably be expected to have a significant effect on, the price or value of the shares of such party;
- (ss) “**Notice Period**” has the meaning set forth in Section 5.2 hereto;
- (tt) “**Offering**” means the private placement by SSH of a minimum of 6,000,000 Units at a price of \$0.25 per Unit for gross proceeds of a minimum of \$1,500,000.00 to be completed at Closing, with each Unit consisting of one SSH Share and one SSH Warrant;
- (uu) “**Other Claims**” means those mining claims set forth in Schedule “C” hereto;
- (vv) “**NI 43-101**” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;
- (ww) “**Party**” means, as the context requires, either Kingfisher, SSH or SSH Subco, and “**Parties**” means two or more of them, as applicable;
- (xx) “**Person**” means any individual, corporation, partnership, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (yy) “**Proposed Transaction**” means the proposed acquisition by SSH of all of the issued and outstanding securities of Kingfisher, directly and indirectly, upon the terms and subject to the conditions set forth in this Agreement and as described herein, including completion of the Amalgamation and completion of the Offering, such acquisition intended to constitute SSH’s Qualifying Transaction;
- (zz) “**Public Record**” means all information filed by or on behalf of SSH on SEDAR at www.sedar.com, and any other information filed with any securities commission in compliance, or intended compliance, with any Applicable Securities Laws;
- (aaa) “**Qualifying Transaction**” has the meaning ascribed to such term under Policy 2.4 of the Corporate Finance Manual of the TSXV;
- (bbb) “**Regulation D**” means Regulation D adopted by the SEC under the 1933 Act;
- (ccc) “**Regulation S**” means Regulation S adopted by the SEC under the 1933 Act;
- (ddd) “**Resulting Issuer**” means SSH (which shall have changed its name to “Kingfisher Metals Corp.”) as it exists after completion of the Proposed Transaction;

- (eee) **“Resulting Issuer Share”** means a common share in the capital of the Resulting Issuer, after giving effect to the Proposed Transaction;
- (fff) **“SEC”** means the United States Securities and Exchange Commission;
- (ggg) **“SEDAR”** means the System for Electronic Document Analysis and Retrieval;
- (hhh) **“SSH Agent’s Warrants”** means the agent’s warrants issued to Haywood Securities Inc. in connection with its initial public offering, each of which entitles the holder to acquire one SSH Share on or before October 4, 2020 at a price of \$0.10 per share;
- (iii) **“SSH Amalgamation Resolution”** means special resolution in respect of the Amalgamation to be considered by the SSH Subco Shareholders;
- (jjj) **“SSH’s Business”** means operating as a CPC; and
- (kkk) **“SSH’s Financial Statements”** means the audited financial statements of SSH for the year ended November 30, 2019 and consisting of the statement of financial position, interim statement of comprehensive loss, statement of changes in shareholders’ equity, statements of cash flows and all notes thereto and the unaudited financial statements of SSH for the three and nine months ended February 29, 2020 and May 31, 2020 consisting of the interim statement of financial position, interim statement of comprehensive loss, statement of changes in shareholders’ equity, statements of cash flows and all notes thereto;
- (lll) **“SSH Options”** means the incentive stock options granted to the directors and officers of SSH pursuant to SSH’s stock option plan, each of which entitles the holder thereof to acquire one SSH Share on or before October 4, 2023 at a price of \$0.10 per share;
- (mmm) **“SSH Shareholder”** means a holder of SSH Shares;
- (nnn) **“SSH Shares”** means common shares in the capital of SSH;
- (ooo) **“SSH Subco”** means 1262227 B.C. Ltd., a wholly owned subsidiary of SSH;
- (ppp) **“SSH Subco Share”** means the common shares in the capital of SSH Subco as presently constituted;
- (qqq) **“SSH Warrant”** means the warrants of SSH entitling the holders thereof to acquire a SSH Share for \$0.50 within 24 months of the Closing Date, subject to acceleration in certain circumstances;
- (rrr) **“Substantial U.S. Market Interest”** means substantial U.S. market interest as that term is defined in Regulation S;
- (sss) **“Superior Proposal”** has the meaning set forth in Section 5.2 hereto;
- (ttt) **“Tax Act”** means the *Income Tax Act* (Canada), as it may be amended from time to time and any successor thereto. Any reference herein to a specific section or sections of the Tax Act, or regulations promulgated thereunder, shall be deemed to include a reference to all corresponding provision of future law;
- (uuu) **“Tax Laws”** shall mean the Tax Act and any applicable provincial, or foreign income taxation statute(s), as from time to time amended, and any successors thereto;
- (vvv) **“Technical Report”** means the NI 43-101 report prepared by Christopher Dyakowski, P. Geo., for the Ecstall Property.

- (www) “**Third Party**” means any Person other than the parties to this Agreement;
- (xxx) “**TSXV**” means the TSX Venture Exchange;
- (yyy) “**Unit**” means units of SSH and consisting of one SSH Share and one SSH Warrant; and
- (zzz) “**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.

1.2 **Currency.** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in Canadian funds.

1.3 **Tender.** Any tender of documents or money hereunder may be made upon the Parties or their respective counsel and money may be tendered by bank draft or by certified cheque.

1.4 **Number and Gender.** Where the context requires, words imparting the singular shall include the plural and vice versa, and words imparting gender shall include all genders.

1.5 **Headings.** Article and Section headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof and shall not be considered part of this Agreement or affect the construction or interpretation of any provision hereof.

1.6 **Accounting Terms.** All accounting terms not specifically defined herein shall be construed in accordance with GAAP or IFRS, as the case may be.

1.7 **Date for any Action.** In the event that any date by or on which any action is required or permitted to be taken hereunder by any of the parties is not a Business Day in the place where the action is required or permitted to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.8 **To the Best Knowledge.** Whenever a representation and warranty herein is qualified by the phrase “to the knowledge of” or words to the similar effect, such qualification refers to the actual knowledge of the Person giving the representation and warranty and the knowledge that they would have had if they had conducted a reasonable inquiry of senior management of the Person into the relevant subject matter thereof.

1.9 **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.

1.10 **Schedules.** The Schedules to this Agreement shall be construed with and be considered an integral part of this Agreement to the same extent as if the same had been set forth *verbatim* herein. The following Schedule is attached hereto:

Schedule “A”	Amalgamation Application
Schedule “B”	Description of the Ecstall Property
Schedule “C”	Other Claims
Schedule “D”	Kingfisher Resolution

ARTICLE II AMALGAMATION

2.1 **Terms of Amalgamation.** SSH, SSH Subco and Kingfisher hereby covenant and agree to implement the Proposed 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: Kingfisher shall call and hold the Kingfisher Meeting for the purpose of approving the Kingfisher Resolution;
- (b) following approval of the Kingfisher Resolution by the Kingfisher Shareholders and the approval of the Proposed Transaction by the TSXV, Kingfisher and SSH Subco shall jointly complete and file the Amalgamation Application with BC Registry Services to give effect to the Amalgamation;
- (c) at the Effective Time, SSH Subco and Kingfisher shall amalgamate and continue as one company, being Amalco, pursuant to the provisions of Section 269 of the Act;
- (d) at the Effective Time:
 - (i) all of the Kingfisher Shares outstanding immediately prior to the Effective Time shall be cancelled, and holders of Kingfisher Shares outstanding immediately prior to the Effective Time, other than SSH Subco, shall receive, subject to subsection 2.1(d) hereof, in exchange for their Kingfisher Shares so cancelled, that number of SSH Shares equal to the product of:
 - (1) the number of Kingfisher Shares so cancelled; and
 - (2) the Exchange Ratio,
 - (ii) neither Kingfisher nor SSH Subco shall receive any repayment of capital in respect of any Kingfisher Shares held by them that are cancelled pursuant to this subsection 2.1(d);
 - (iii) all of the SSH Subco 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 SSH Shares pursuant to the Amalgamation, Amalco shall issue to SSH one Amalco Share for each SSH Share issued;
- (e) no fractional SSH Shares will be issued under the Amalgamation. Where the aggregate number of SSH Shares to be issued to any former Kingfisher Shareholder under the Amalgamation would result in a fraction of a SSH Share being issuable, the number of SSH Shares to be issued to such Kingfisher 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 SSH Share; and
- (f) the articles of Amalco shall be substantially in the form of the articles of SSH Subco, as agreed among the Parties, acting reasonably.

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, Kingfisher, SSH and SSH Subco shall meet at the offices of Armstrong Simpson, Suite 2080-777 Hornby Street, Vancouver, British Columbia V6Z 1S4 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 Proposed 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 6 hereof, as applicable.

2.4 **Effecting the Amalgamation.** Subject to the rights of termination contained in Article 7, upon the approval of the Kingfisher Shareholders being obtained, and the other conditions contained in Article 5 being complied with or waived, SSH shall file the Notice of Alteration to effect the change of name of SSH to “Kingfisher Metals Corp.” and SSH Subco and Kingfisher shall file the Amalgamation Application 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.

2.5 **Name of Amalco.** The Parties agree that the name of Amalco shall be “Kingfisher Resources Ltd.” or such other name as may be agreed upon by the Parties.

2.6 **Registered Office of Amalco.** The Parties agree that the address of the registered and records office of Amalco shall be Suite 1050, 400 Burrard Street, Vancouver, British Columbia V6C 3A6. The Parties to this Agreement acknowledge the registered office of SSH, being the parent company to Amalco on the Effective Date, shall be Suite 1050, 400 Burrard Street, Vancouver, British Columbia V6C 3A6.

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). 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 Kingfisher Shares and the SSH Subco Shares.

2.8 **Initial Directors of Amalco.** The Parties agree that the first directors of Amalco shall be Hugh Rogers and David Loretto.

2.9 **Treatment of Restricted Securities under the U.S. Securities Act.** The Parties agree that the SSH Shares issued to the former Kingfisher Shareholders resident in or subject to the laws of the United States in connection with the Proposed Transaction will be “restricted securities” within the meaning of Rule 144 of the 1933 Act. Each certificate representing the SSH 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 ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF KENORLAND MINERALS 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.”

Kingfisher agrees that it will obtain from each Kingfisher 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 **Withholding Taxes.** SSH and SSH Subco will be entitled to deduct and withhold from the SSH Shares deliverable to any former Kingfisher Shareholder such amounts as SSH or SSH Subco 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. SSH or SSH Subco may sell or otherwise dispose of any portion of the SSH Shares issuable to a former Kingfisher Shareholder as is necessary to provide sufficient funds to enable SSH or SSH Subco to comply with such deduction and/or withholding requirements.

2.11 **Treatment of Kingfisher Options and Kingfisher Warrants.** The Parties acknowledge that upon the completion of the Amalgamation, the Kingfisher Options and the Kingfisher Warrants shall become exercisable into SSH Shares in accordance with their terms having regard for the Exchange Ratio.

2.12 **Fiscal Year End.** The fiscal year end of Amalco shall be the year end of Kingfisher. The year end for SSH shall remain November 30.

2.13 **Business.** There shall be no restrictions on the business which Amalco is authorized to carry on.

2.14 **Amendments to Structure.** Notwithstanding the foregoing, the parties hereto agree that the foregoing structure for the Amalgamation may be amended to accommodate certain tax planning and operational efficiencies of either Party provided that such amendments shall not have a detrimental effect on either Party and shall not negatively impact the business combination of SSH and Kingfisher evidenced hereby. In no event shall the structure be amended unless such amendment is permitted by the rules and policies of the TSXV.

ARTICLE III COVENANTS RELATED TO THE AMALGAMATION

3.1 Kingfisher Board Recommendation

- (a) Kingfisher represents that its board of directors has unanimously determined that:
 - (i) the Amalgamation is fair from a financial point of view to the Kingfisher Shareholders and is in the best interests of Kingfisher and its shareholders; and
 - (ii) Kingfisher's board of directors will unanimously recommend that Kingfisher Shareholders vote in favour of the Amalgamation, which recommendation may not be withdrawn, modified or changed in any manner except as set forth herein.
- (b) Kingfisher represents that its directors, officers and Control Persons (as such term is defined in the policies of the TSXV) have advised it that, as at the date hereof, they intend to vote any Kingfisher Shares held by them in favour of the Amalgamation.

3.2 CPC Filing Statement

As promptly as practicable after execution of this Agreement, Kingfisher and SSH shall prepare the CPC Filing Statement and shall, on a timely basis, use their reasonable commercial efforts to co-operate in the preparation of all other documents and filings and the seeking and obtaining of all consents, orders and approvals, including regulatory and judicial orders and approvals and other matters reasonably determined by Kingfisher and SSH to be necessary in connection with the CPC Filing Statement, including TSXV approval. Kingfisher and SSH shall ensure that the CPC Filing Statement and other documents, filings, consents, orders and approvals contemplated by this section 3.5 are prepared in compliance with, made and/or obtained in accordance with Applicable Securities Laws, the Act, TSXV Form 3B2 and all other applicable laws and will include the Kingfisher Financial Statements and the Technical Report. Kingfisher agrees to prepare and make available to SSH prospectus level disclosure with respect to Kingfisher, prepared in accordance with TSXV Form 3B2, including financial statements and technical information, and, after review of, and after being provided an opportunity to comment on, the CPC Filing Statement, agrees to certify in a consent letter to SSH and the TSXV that the information in the CPC Filing Statement with respect to Kingfisher constitutes full, true and plain disclosure. SSH shall submit the CPC Filing Statement to the TSXV for review and approval, all in accordance with Applicable Securities Laws, other applicable laws and the requirements of any other regulatory authority having jurisdiction. Kingfisher and SSH each shall use all reasonable commercial

efforts to obtain and furnish the information required to be included in the CPC Filing Statement. Information regarding Kingfisher for use in the CPC Filing Statement and information regarding SSH for use in the CPC Filing Statement, on both the date the CPC Filing Statement is first provided to the TSXV and on the date the CPC Filing Statement has received TSXV approval and is filed with the securities regulatory authorities through SEDAR, shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not be misleading and will comply in all material respects with all applicable requirements of law, and Kingfisher and SSH each agree to correct promptly any such information provided by either of them for use in the CPC Filing Statement which has ceased to meet such standard. In any such event, SSH shall prepare a supplement or amendment to the CPC Filing Statement or such application or other document, as required and as the case may be, and, if required, shall cause the same to be filed with the relevant securities regulatory authorities and/or other governmental entity after Kingfisher and its counsel and advisors and the TSXV have had a reasonable opportunity to review and comment on all such documentation and all such documentation is in form and content reasonably satisfactory to Kingfisher and SSH as contemplated herein.

3.3 Kingfisher Meeting

Kingfisher shall use commercially reasonable efforts to duly call and give notice of the Kingfisher Meeting in accordance with Applicable Securities Laws, other applicable Canadian laws, the Kingfisher governing documents and any other regulatory authority having jurisdiction.

3.4 SSH Subco Shareholder Approval

SSH Subco shall take all action necessary in accordance with Applicable Securities Laws, other applicable Canadian laws, the SSH Subco governing documents and any other regulatory authority having jurisdiction, to obtain a written resolution from the sole SSH Subco Shareholder to approve the Amalgamation and related matters.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of SSH. SSH hereby represents and warrants to Kingfisher that:

- (a) each of SSH and SSH Subco are corporations incorporated and subsisting under the laws of the Province of Alberta and British Columbia, respectively, have all legal capacity and requisite corporate power to own their respective properties and to conduct all business as is presently being conducted, and are duly registered or otherwise qualified to carry on business in all jurisdictions in which the nature of their respective assets or business makes such registration or qualification necessary or advisable;
- (b) subject to obtaining any required regulatory approvals, each of SSH and SSH Subco have the full legal capacity and corporate power to enter into this Agreement and to take, perform or execute all proceedings, acts and instruments necessary or advisable to consummate the other actions and transactions contemplated in this Agreement and to fulfill their respective obligations under this Agreement; all necessary corporate action has been taken or will be taken prior to the Effective Date, by or on the part of SSH and SSH Subco to authorized the execution and delivery of this Agreement, including the approval of the Amalgamation by special resolution of the SSH Subco Shareholder, and the taking, performing or executing of such proceedings, acts and instruments as are necessary or advisable for consummating the actions and transactions contemplated in this Agreement and for fulfilling their respective obligations hereunder;
- (c) this Agreement has been duly executed and delivered by SSH and SSH Subco and this Agreement constitutes a legal, valid and binding obligation of each of SSH and SSH Subco enforceable against SSH and SSH Subco in accordance with its terms, except as such terms may be limited by bankruptcy, insolvency, re-organization or other laws relating to the enforcement of creditors' rights generally;

- (d) neither the execution, nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with and fulfillment of the terms and provisions of this Agreement will:
- (i) conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under:
 - (1) any of the constating documents or articles of SSH or SSH Subco; or
 - (2) any instrument, agreement, mortgage, judgment, order, award, decree or other instrument or restriction to which SSH or SSH Subco is a party or by which SSH or SSH Subco is bound; and
 - (ii) except as otherwise described herein, require any affirmative approval, consent, authorization or other order or action by any court, governmental authority or regulatory body or by any creditor of SSH or SSH Subco or any party to any agreement to which SSH or SSH Subco is a party or by which SSH or SSH Subco is bound, except as shall have been obtained prior to Closing;
- (e) other than any required regulatory approvals, no consent, licence, approval, order or authorization of, or registration, filing or declaration with any governmental authority that has not been obtained or made by SSH or SSH Subco and no consent of any Third Party is required to be obtained by SSH or SSH Subco in connection with the execution, delivery and performance by SSH or SSH Subco of this Agreement or the consummation of the transactions contemplated hereby;
- (f) the authorized capital of SSH as of the date hereof consists of an unlimited number of Common Shares without nominal or par value, and an unlimited number of preferred shares, issuable in series, of which 5,208,000 Common Shares and no preferred shares are presently validly issued and outstanding as fully paid and non-assessable shares in the capital of SSH and such shares have been issued under a valid prospectus or in accordance with applicable prospectus and dealer registration exemptions from Applicable Securities Laws;
- (g) other than pursuant to this Agreement, the Offering, the SSH Options, the SSH Agent's Warrants, no Person, firm or corporation has or will have any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, including convertible securities, warrants or convertible obligations of any nature, for the purchase from SSH of any SSH Shares or for the subscription, allotment or issuance of any unissued shares in the securities of SSH;
- (h) other than the 3,100,000 SSH Shares now subject to escrow under the escrow agreement dated December 21, 2017 among SSH, Computershare Investor Services Inc. and the founding shareholders of SSH, none of the outstanding SSH Shares are subject to escrow restrictions, pooling arrangements, voting trusts or unanimous shareholders agreements, whether voluntary or otherwise;
- (i) the board of directors of SSH have reserved and allotted a sufficient number of Resulting Issuer Shares as are issuable pursuant to the Offering;
- (j) other than pursuant to this Agreement, no Person, firm or corporation has or will have any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, including convertible securities, warrants or convertible obligations of any nature, for the purchase from SSH Subco of any SSH Subco Shares or for the subscription, allotment or issuance of any unissued shares in the securities of SSH Subco;

- (k) SSH is the registered and beneficial holder of all of the issued and outstanding SSH Subco Shares and SSH holds such shares free and clear of all liens, mortgages, charges, pledges, security interests, demands, adverse claims, rights or any other encumbrances whatsoever;
- (l) other than SSH Subco, SSH does not hold or own, beneficially or otherwise, any securities of any other corporate entity;
- (m) all corporate records and minute books of SSH and SSH Subco have been provided to Kingfisher or its legal counsel and contain complete and accurate minutes of all meetings of and corporate actions or written consents by the directors and shareholders of SSH and SSH Subco, as applicable, including all articles and resolutions passed by the board of directors and shareholders of SSH and SSH Subco, as applicable, since the incorporation of SSH and SSH Subco and all such meetings were duly called and held;
- (n) the books and records of SSH and SSH Subco fairly and correctly set out and disclose in all material respects, the financial position of SSH and SSH Subco, as applicable, as at the dates thereof and all material financial transactions of SSH and SSH Subco relating to SSH's Business have been accurately recorded in such books and records;
- (o) the SSH Financial Statements fairly present the financial position of SSH, as at the date indicated therein and fairly present the results of operations for the periods ended on such dates, all in accordance with GAAP and, if applicable, IFRS, consistently applied throughout the period covered thereby, save and except as stated therein. SSH's and SSH Subco's books of account reflect items of income and expense and all assets and liabilities and accruals required to be reflected therein;
- (p) since incorporation, no payments have been made or authorized by SSH or SSH Subco to their officers, directors, employees, shareholders or former directors, officers, employees or shareholders or to any Person not dealing at Arm's Length with any of the foregoing, except those expressly disclosed herein, reflected in SSH's Financial Statements or as disclosed in writing to Kingfisher or made in the ordinary course of business and in accordance with the policies of the TSXV relating to CPC's;
- (q) SSH and SSH Subco have filed all tax returns required to be filed by them prior to the date hereof in all applicable jurisdictions and have paid, collected and remitted all taxes, customs duties, tax instalments, levies, assessments, reassessments, penalties, interest and fines due and payable, collectible or remittable by them at present. All such tax returns, if any, properly reflect, and do not in any respect understate the income, taxable income or the liability for taxes of SSH and SSH Subco in the relevant period and the liability of SSH and SSH Subco for the collection, payment and remittance of tax under applicable Tax Laws;
- (r) SSH does not operate or engage in any business activities, operations or management of any nature or kind whatsoever other than SSH's Business;
- (s) SSH is conducting and has always conducted SSH's Business in substantial compliance with all applicable laws, rules and regulations of each jurisdiction in which SSH's Business is carried on, are not currently in material breach of any such laws, rules or regulations in each jurisdiction in which SSH is a reporting issuer;
- (t) SSH is a reporting issuer in the provinces of British Columbia, Alberta and Ontario and, to the knowledge of SSH, no securities commission, nor the TSXV, has issued any order preventing the transactions contemplated by this Agreement or the trading of any securities of SSH;
- (u) the information and statements set forth in the Public Record were true, correct, and complete in all material respects and did not contain any misrepresentation, as of the date of such information or statements and were prepared in accordance with and complied with Applicable Securities Laws

and SSH has not filed any confidential material change reports still maintained on a confidential basis;

- (v) to the knowledge of SSH, all issuances of securities of SSH and SSH Subco have been completed in accordance with all Applicable Securities Laws and regulations;
- (w) to the knowledge of SSH, there is no action, lawsuit, claim, proceeding, or investigation pending or, threatened against, relating to or affecting SSH or SSH Subco before any court, government agency, or any arbitrator of any kind, in any jurisdiction in Canada or internationally. SSH is not aware of any existing ground on which any such proceeding might be commenced with any reasonable likelihood of success and there is not presently outstanding against SSH or SSH Subco any judgment, decree, injunction, rule or order of any court, governmental agency, or arbitrator relating to or affecting SSH or SSH Subco. No waivers have been filed by SSH or SSH Subco with any taxing authority in any jurisdiction in Canada or internationally;
- (x) there are no outstanding written or oral employment contracts, sales, services, management or consulting agreements, employee benefit or profit-sharing plans, or any bonus arrangements with any employee of SSH or SSH Subco, nor are there any outstanding oral contracts of employment which are not terminable on the giving of reasonable notice in accordance with applicable law. There are no pension or retirement plans established by or for SSH or SSH Subco for the employees of SSH or SSH Subco; and
- (y) no representation or warranty made by SSH in this Agreement and no statement made in any schedule, exhibit, certificate or other document furnished pursuant to this Agreement, contains, or will contain, any untrue statement of a Material Fact or omits, or will omit, to state any Material Fact necessary to make such representation or warranty or any such statement not misleading. SSH does not know of any fact which, if known to the other parties hereto would deter them from consummating the transactions contemplated herein.

4.2 No investigations made by or on behalf of Kingfisher at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by SSH herein or pursuant hereto and no waiver by Kingfisher of any condition, in whole or in part, shall operate as a waiver of any other conditions.

4.3 **Representations and Warranties of Kingfisher.** Kingfisher hereby represents and warrants to SSH that:

- (a) Kingfisher is a corporation incorporated and subsisting under the laws of the Province of British Columbia and has the legal capacity and requisite corporate power to own the Kingfisher Assets and to conduct the Kingfisher Business as presently being conducted, and is duly registered or otherwise qualified to carry on business in all jurisdictions in which the nature of its assets or business makes such registration or qualification necessary or advisable;
- (b) Kingfisher has the full legal capacity and corporate power to enter into this Agreement and to take, perform or execute all proceedings, acts and instruments necessary or advisable to consummate the other actions and transactions contemplated in this Agreement and to fulfill its obligations under this Agreement; all necessary corporate action has been taken or will be taken prior to the Effective Date, by or on the part of Kingfisher to authorize the execution and delivery of this Agreement, including the approval of the Amalgamation by special resolution of the Kingfisher Shareholders, and the taking, performing or executing of such proceedings, acts and instruments as are necessary or advisable for consummating the actions and transactions contemplated in this Agreement and for fulfilling their respective obligations hereunder;

- (c) this Agreement has been duly executed and delivered by Kingfisher and this Agreement constitutes a legal, valid and binding obligation of Kingfisher enforceable against Kingfisher in accordance with its terms, except as such terms may be limited by bankruptcy, insolvency, re-organization or other laws relating to the enforcement of creditors' rights generally;
- (d) neither the execution, nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with and fulfillment of the terms and provisions of this Agreement will:
 - (i) conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under:
 - (1) any of the constating documents or articles of Kingfisher; or
 - (2) any instrument, agreement, mortgage, judgment, order, award, decree or other instrument or restriction to which Kingfisher is a party or by which Kingfisher is bound; and
 - (ii) except as otherwise described herein, require any affirmative approval, consent, authorization or other order or action by any court, governmental authority or regulatory body or by any creditor of Kingfisher or any party to any agreement to which Kingfisher is a party or by which Kingfisher is bound, except as shall have been obtained prior to Closing;
- (e) other than any required regulatory approvals, no consent, licence, approval, order or authorization of, or registration, filing or declaration with any governmental authority that has not been obtained or made by Kingfisher and no consent of any Third Party is required to be obtained by Kingfisher in connection with the execution, delivery and performance by Kingfisher of this Agreement or the consummation of the transactions contemplated hereby;
- (f) the authorized capital of Kingfisher as of the date hereof consists of an unlimited number of common shares, without nominal or par value, and an unlimited number of preferred shares, issuable in series. As the date hereof, 39,103,801 Kingfisher Shares and no other shares are validly issued and outstanding as fully paid and non-assessable shares in the capital of Kingfisher. The Kingfisher Shares have been issued in accordance with applicable prospectus and dealer registration exemptions from Applicable Securities Laws;
- (g) no Person, firm or corporation has or will have any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, including convertible securities, warrants or convertible obligations of any nature, for the purchase from Kingfisher of any Kingfisher Shares or for the subscription, allotment or issuance of any unissued shares in the securities of Kingfisher other than the Kingfisher Options and the Kingfisher Warrants;
- (h) none of the outstanding Kingfisher Shares are subject to escrow restrictions, pooling arrangements, voting trusts, unanimous shareholders agreements or other similar agreements, whether voluntary or otherwise;
- (i) Kingfisher does not have any subsidiaries and does not hold or own, beneficially or otherwise, any securities of any other corporate entity;
- (j) all corporate records and minute books of Kingfisher have been provided to SSH or its legal counsel and contain complete and accurate minutes of all meetings of and corporate actions or written consents by the directors and shareholders of Kingfisher, as applicable, including all articles and resolutions passed by the board of directors and shareholders of Kingfisher;

- (k) Kingfisher does not have any of their respective records, systems, controls, data or information recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which (including all means of access thereto and therefrom) are not under the exclusive ownership and direct control of Kingfisher and at Closing, Kingfisher will have originals or copies of all such records, systems, controls, data or information in its possession or control;
- (l) the books and records of Kingfisher correctly set out and disclose in all material respects, the financial position of Kingfisher as at the dates thereof and all material financial transactions of Kingfisher relating to the Kingfisher Business have been accurately recorded in such books and records and, in respect of any information provided or requested, did not knowingly omit data or information necessary to make any data or information provided not misleading as at the respective dates thereof;
- (m) other than as disclosed in writing to SSH, as at the date hereof, there are no material contracts or agreements to which Kingfisher is a party or by which any of them is bound. For the purposes of this subparagraph, any contract or agreement pursuant to which Kingfisher will, or may reasonably be expected to, result in a requirement of Kingfisher to expend more than an aggregate of \$10,000 in the next 12 months, or is out of the ordinary course of business of Kingfisher, shall be considered to be material. Any such material contacts constitute validly and legally binding obligations of Kingfisher 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). Kingfisher 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 Kingfisher under any material contract or other instrument that is material to the conduct of the Kingfisher Business 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 Kingfisher. No party to any material contract of Kingfisher has given written notice to Kingfisher of, or made a claim against Kingfisher with respect to, any breach or default thereunder, in any such case in which such breach or default constitutes a Material Adverse Effect on Kingfisher;
- (n) the Kingfisher Financial Statements fairly present the financial position of Kingfisher and as at the date indicated therein and fairly present the results of operations for the periods ended on such dates, all in accordance with IFRS consistently applied throughout the period covered thereby, save and except as stated therein. The books of account of Kingfisher reflect items of income and expense and all assets and liabilities and accruals required to be reflected therein;
- (o) except as expressly referred to in the Kingfisher Financial Statements or as otherwise expressed in writing to Kingfisher,
 - (i) Kingfisher does not have outstanding any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever and Kingfisher is not bound under any agreement to create, issue or incur any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever; and
 - (ii) Kingfisher is not party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other Person.
- (p) save and except for matters which are disclosed in the Kingfisher Financial Statements or otherwise expressly set out in this Agreement or as otherwise disclosed in writing to SSH, Kingfisher has not since June 30, 2020:

- (i) incurred any debts, obligations or liabilities (absolute, accrued, contingent or otherwise and whether due or to become due), except debts, obligations and liabilities incurred in the ordinary course of business;
- (ii) discharged or satisfied any liens or paid any obligation or liability other than liabilities shown on the Kingfisher Financial Statements, other than in the ordinary course of business;
- (iii) declared or made any payment, distribution or dividend based on its shares or purchased, redeemed or otherwise acquired any of the shares in its capital or other securities or obligated itself to do so;
- (iv) mortgaged, pledged or subjected to lien or other security interest any of its assets, tangible or intangible other than the usual security granted to secure a bank line of credit or other than in the ordinary course of business;
- (v) sold, assigned, leased, transferred or otherwise disposed of any of its assets (excluding inventory) having either a book value or fair market value in excess of \$5,000, whether or not in the ordinary course of business, except for transactions involving the Kingfisher Properties previously disclosed to SSH;
- (vi) increased materially the compensation payable or to become payable by Kingfisher to any of their officers, directors or employees, or in any bonus payment to or arrangement made with any officer, director or employee, or made any material changes in the personnel policies or employee benefits of Kingfisher;
- (vii) cancelled, waived, released or compromised any debt, claim or right resulting in a Material Adverse Effect on the business, prospects or financial condition of Kingfisher;
- (viii) significantly altered or revised any of its accounting principles, procedures, methods or practices except as required under IFRS or other regulatory guidelines;
- (ix) changed its credit policy as to provision of services, sales of inventories or collection or accounts receivable except as dictated by competitive conditions;
- (x) suffered any material damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the Kingfisher Assets, the Kingfisher Properties, the Kingfisher Business or prospects of Kingfisher;
- (xi) entered into any transaction, contract or commitment other than in the ordinary course of business except for the transactions set forth in this Agreement;
- (xii) made or authorized any capital expenditures in excess of \$10,000 in the aggregate except for commitments made in respect of the Kingfisher Properties previously disclosed to SSH;
- (xiii) issued or sold any shares in its capital stock or other securities, or granted any options with respect thereto; or
- (xiv) suffered or experienced any material adverse change in, or event or circumstance affecting, the condition (financial or otherwise) of its properties, assets, liabilities, earnings, business, operations or prospects and Kingfisher has no knowledge, information or belief of any fact, event or circumstances which might reasonably be expected to affect materially and adversely the condition (financial or otherwise) of its properties, assets, liabilities, earnings, business operations or prospects and has not changed any shares of its capital stock, whether by way of reclassification, stock split or otherwise;

- (q) since incorporation, no payments have been made or authorized by Kingfisher to its officers, directors, employees, shareholders or former directors, officers, employees or shareholders or to any Person not dealing at Arm's Length with any of the foregoing, except those expressly disclosed herein, reflected in the Kingfisher Financial Statements or as disclosed in writing to SSH or made in the ordinary course of business and at the regular rates payable to them of salary, pension, bonuses or other remuneration of any nature;
- (r) Kingfisher has made all filings required under applicable laws with the applicable regulatory authorities in substantial compliance, and all such filings and information and statements contained therein and any other information or statements disseminated to the public by Kingfisher were true, correct and complete in all material respects and did not contain any misrepresentation, as at the date of such information or statements;
- (s) Kingfisher has filed all tax returns required to be filed by it prior to the date hereof in all applicable jurisdictions and has paid, collected and remitted all taxes, customs, duties, tax instalments, levies, assessments, reassessments, penalties, interest and fines due and payable, collectible or remittable by it at present. All such tax returns properly reflect, and do not in any respect understate the income, taxable income or the liability for taxes of Kingfisher in the relevant period and the liability of Kingfisher for the collection, payment and remittance of tax under applicable Tax Laws;
- (t) adequate provision has been made in the Kingfisher Financial Statements for all taxes, governmental charges and assessments, including interest and penalties thereon, payable by Kingfisher for all periods up to the date of the balance sheets comprising part of Kingfishers Financial Statements;
- (u) Kingfisher has withheld and remitted all amounts required to be withheld and remitted by it in respect of any taxes, governmental charges or assessments in respect of any taxable year or portion thereof;
- (v) Kingfisher does not operate or engage in any business activities, operations or management of any nature or kind whatsoever other than the Kingfisher Business;
- (w) Kingfisher is conducting and has always conducted the Kingfisher Business in compliance with all applicable laws, rules and regulations of each jurisdiction in which the Kingfisher Business is carried on, are not currently in material breach of any such laws, rules or regulations and are duly licensed, registered or qualified, in each jurisdiction in which Kingfisher owns, leases or has any interest of claim in property or carries on the Kingfisher Business, to enable the Kingfisher Business to be carried on as now conducted and its property and assets to be owned, leased licensed or otherwise and operated, and all such licences, registrations, claims, interests and qualifications are valid and subsisting and in good standing and none of the same contains any burdensome term, provision, condition or limitation which has or may have an Material Adverse Effect on the operation of the Kingfisher Business;
- (x) Kingfisher is not a reporting issuer under any province or jurisdiction in Canada and, to the knowledge of Kingfisher, no securities commission, nor the TSXV, has issued any order preventing the transactions contemplated by this Agreement or the trading of any securities of Kingfisher;
- (y) to the knowledge of Kingfisher, all issuances of securities of Kingfisher have been completed in accordance with all Applicable Securities Laws and regulations;
- (z) Kingfisher is a "foreign issuer" within the meaning of Regulation S and reasonably believes that there is no Substantial U.S. Market Interest in the Kingfisher Shares.
- (aa) Except with respect to offers and sales to "accredited investors" (as defined in Regulation D) 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 or Section 4(a)(2) thereunder, neither Kingfisher nor any of its affiliates, nor any Person acting on its or their behalf, has made or will make:

- (i) any offer to sell, or any solicitation of an offer to buy, any Kingfisher Shares to any Person in the United States; or
 - (ii) any sale of Kingfisher Shares unless, at the time the buy order was or will have been originated, (I) the purchaser is outside the United States or (II) Kingfisher, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States.
- (bb) None of Kingfisher, 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 Kingfisher 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 Kingfisher Shares in the United States.
- (cc) Any Kingfisher 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.
- (dd) Kingfisher maintains sufficient property, general liability and third party insurance and all of such insurance policies are in good standing and in the opinion of management of Kingfisher are sufficient, in all material respects, to protect Kingfisher against potential liabilities of the Kingfisher Business;
- (ee) There is no agreement, judgment, injunction, order or decree binding upon Kingfisher or that has or would be reasonably expected to have the effect of prohibiting, restricting or materially impairing any business practice of Kingfisher, any acquisition of property by Kingfisher, or the conduct of business by Kingfisher as currently conducted;
- (ff) any and all operations of Kingfisher and, to the best of Kingfisher’s knowledge, any and all operations by Third Parties, on or in respect of the assets and properties of Kingfisher, have been conducted in accordance with good mining practices;
- (gg) to the current knowledge of, and the belief of Kingfisher, no suit, action or other proceeding before any court or Governmental Authority has been commenced against Kingfisher or, to the knowledge, information and belief of Kingfisher, has been threatened against Kingfisher or by any third party which might result in impairment or loss of the interest of Kingfisher in and to the Ecstall Property or which might otherwise adversely affect the Ecstall Property or any rights to, and rights to enter upon, use or occupy the surface of any lands which are or may be used to gain access to or otherwise use the Ecstall Property;
- (hh) to the current knowledge of, and the belief of Kingfisher, the Ecstall Property are properly and accurately described in Schedule “B” and the Other Claims are properly and accurately described in Schedule “C and are comprised of valid and subsisting mining claims and are in good standing under applicable laws;
- (ii) The Technical Report for the Ecstall Property confirms in all material respects with the requirements of NI 43-101 at the time of filing thereof;
- (jj) Kingfisher is the legal and/or beneficial owner of all right, title and interest in and to the Ecstall Property and the Other Claims, free and clear of all Liens, pursuant to valid, subsisting and

enforceable title documents and Kingfisher is not in default of any of the provisions of such documents, agreements and instruments;

- (kk) to the current knowledge of, and the belief of Kingfisher, no other person has any interest in the Ecstall Property or the Other Claims or the production from any of the underlying properties or mineral deposits or any right to acquire any such interest, other than royalties that may be payable to Governmental Authorities on future production;
- (ll) to the current knowledge of, and the belief of Kingfisher, there are no back-in rights, earn-in rights, rights of first refusal or similar provisions that would affect the interest of Kingfisher in the Ecstall Property or the Other Claims. No Person has any agreement or option, or any right or privilege capable of becoming an agreement or option, for the purchase from Kingfisher of any of the material assets of Kingfisher;
- (mm) the activities of Kingfisher on the Ecstall Property and the Other Claims have been conducted, and are now, in compliance with all Environmental Laws and Kingfisher has all necessary Permits to conduct mining activities on the Ecstall Property;
- (nn) Kingfisher is in possession of, and in compliance with, all Environmental Approvals that are required to own, occupy, lease and operate the Ecstall Property and the Other Claims and to conduct its business as it is now being conducted;
- (oo) Kingfisher has not received any notice, whether written or oral, from any Governmental Authority of any revocation or intention to revoke or amend any of its interests in the Ecstall Property or the Other Claims and there is no reasonable basis to expect that such a revocation or amendment of any of its interests in the Ecstall Property or the Other Claims may occur;
- (pp) to the best of Kingfisher's knowledge, except to the extent that any violation or other matter referred to in this subparagraph does not have a Material Adverse Effect on Kingfisher:
 - (i) Kingfisher is not in violation Environmental Laws;
 - (ii) Kingfisher has operated its business at all times and has received, handled, used, stored, treated, shipped and disposed of all contaminants without violation of the Environmental Laws;
 - (iii) there have been no spills, releases, deposits or discharges of 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 Kingfisher that have not been reported or remedied;
 - (iv) no orders, directions or notices have been issued and remain outstanding pursuant to any Environmental Laws relating to the business and assets of Kingfisher;
 - (v) Kingfisher has not failed to report to the proper federal, provincial, state, municipal or other political subdivision, government, commission, board, bureau, agency or instrumentality, domestic or foreign, the occurrence of any event which is required to be so reported by any Environmental Laws; and
 - (vi) Kingfisher holds all licenses, Permits and approvals required under any Environmental Laws in connection with the operations of its business and the ownership and use of its Ecstall Property and all such licenses, permits and approvals are in full force and effect, and Kingfisher has not 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 any Environmental Laws, or any license, permit or approval issued pursuant thereto, or that any license, permit or approval referred to

above is about to be reviewed, made subject to limitation or conditions, revoked, withdrawn or terminated;

- (qq) Kingfisher has not made any agreements with any labour union or employee association nor made any commitments to or conducted any negotiations with any labour union or employee association with respect to any future agreements;
- (rr) there is no action, lawsuit, claim, proceeding, or investigation pending or, to the best knowledge of Kingfisher, threatened against, relating to or affecting Kingfisher before any court, government agency, or any arbitrator of any kind, in any jurisdiction in Canada or internationally. Kingfisher is not aware of any existing ground on which any such proceeding might be commenced with any reasonable likelihood of success and there is not presently outstanding against Kingfisher any judgment, decree, injunction, rule or order of any court, governmental agency, or arbitrator relating to or affecting Kingfisher, the Kingfisher Assets or the Kingfisher Business;
- (ss) other than as disclosed to SSH, there are no outstanding written or oral employment contracts, sales, services, management or consulting agreements, employee benefit or profit-sharing plans, or any bonus arrangements with any employee of Kingfisher, nor are there any outstanding oral contracts of employment which are not terminable on the giving of reasonable notice in accordance with applicable law. There are no pension or retirement plans established by or for Kingfisher for the employees of Kingfisher;
- (tt) Kingfisher does not have in place or in effect any employment agreements, consulting agreements or other change of control agreements which provide for a payment accruing as a result of the Amalgamation or other change of control of Kingfisher and Kingfisher has disclosed in writing to SSH all severance amounts, consulting contract termination obligations and/or retention or bonuses that may be payable by Kingfisher, and except as previously disclosed to SSH by Kingfisher, Kingfisher does not have any consulting agreements that are not terminable on more than one month's notice; there is not now outstanding any arrangement (contractual or otherwise) between Kingfisher and any Person which will or may be, terminated or, to the best knowledge of Kingfisher, prejudicially affected as a result of the Amalgamation contemplated herein;
- (uu) there are no accrued bonuses payable to any officers, directors or employees of Kingfisher;
- (vv) other than as disclosed in writing to SSH, no director, officer, employee, insider or other non-arm's length party to Kingfisher (or any associate or affiliate thereof) has any right, title or interest in (or the right to acquire any right, title or interest in) any royalty interest, carried interest, participation interest or any other interest whatsoever which are based on production from or in respect of any Kingfisher Mining Claim that will be effective after the Effective Date;
- (ww) no director, officer, employee, insider of Kingfisher or other non-arm's length party to Kingfisher is indebted to Kingfisher;
- (xx) other than as disclosed in writing to SSH, or as may occur from time to time in the ordinary course under employment agreements or consulting agreements, Kingfisher is not indebted to any of its directors, officers, employees or consultants, any of its shareholders or any of their respective associates or affiliates;
- (yy) other than as disclosed in writing to SSH, there is no non-competition, exclusivity or other similar agreement, commitment or understanding in place to which Kingfisher is a party or by which it is otherwise bound that would now or hereafter in any way limit the business or operations of Kingfisher in a particular manner or to a particular locality or geographic region or for a specified period of time and the execution, delivery and performance of this Agreement does not and will not result in any restriction of Kingfisher from engaging in its business or from competing with any person or in any geographic area;

- (zz) other than as disclosed in writing to SSH, there is no non-competition, exclusivity or other similar agreement, commitment or understanding Kingfisher has any rights to purchase any assets, properties or undertakings of Third Parties nor have any obligation to sell assets, properties or undertakings, under any agreements to purchase or sell that have not closed;
- (aaa) Kingfisher is not party to or bound by any agreement, guarantee, indemnification (other than in the ordinary course of business and to officers and directors pursuant to the by laws and standard indemnity agreements of Kingfisher to the bankers pursuant to underwriting, agency or financial advisor agreements pursuant to the standard indemnity provisions in agreements of that nature and indemnities contained in flow through subscription agreements), or endorsement or like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any Person;
- (bbb) a complete and accurate description of the Kingfisher Assets as at the date hereof has been disclosed in writing to SSH;
- (ccc) Kingfisher is presently able to pay its liabilities as they become due;
- (ddd) Kingfisher is not, and will not be at the time of the Amalgamation, a “non-resident” as that term is used for the purposes of the Tax Act; and
- (eee) no representation or warranty made by Kingfisher in this Agreement and no statement made in any schedule, exhibit, certificate or other document furnished pursuant to this Agreement, contains, or will contain, any untrue statement of a Material Fact or omits, or will omit, to state any Material Fact necessary to make such representation or warranty or any such statement not misleading. Kingfisher does not know of any fact which, if known to the other parties hereto would deter them from consummating the transactions contemplated herein.

4.4 No investigations made by or on behalf of SSH at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by Kingfisher herein or pursuant hereto and no waiver by SSH of any condition, in whole or in part, shall operate as a waiver of any other condition.

ARTICLE V COVENANTS

5.1 **General Covenants of SSH.** SSH covenants and agrees that, until Closing or the date on which this Agreement is terminated, and unless otherwise contemplated herein, it shall:

- (a) take all requisite action to:
 - (i) approve this Agreement; and
 - (ii) approve such actions as the other parties hereto may determine to be necessary or desirable for the purposes hereof;
- (b) subject to section 5.3(c) below, prepare and file the CPC Filing Statement all in accordance with applicable laws;
- (c) use its reasonable commercial efforts to preserve intact as a going concern its business organization and goodwill, to keep available the services of its officers and employees as a group, to maintain its business relationships and to ensure that SSH’s Business shall be conducted according to the TSXV’s policy relating to CPCs;
- (d) not carry on any business other than as a CPC and cause SSH Subco not to carry on any business;

- (e) give its consent (and provide such other reasonable assurances as may be required) and use all reasonable commercial efforts to obtain (including the provision of such reasonable assurances as may be required), consents of all other Persons to the transactions contemplated by this Agreement, as may be required pursuant to any statute, law or ordinance or by any governmental or other regulatory authority having jurisdiction;
- (f) upon SSH receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, disclose such information promptly in writing to the solicitors for Kingfisher;
- (g) in consultation with Kingfisher and its counsel, forthwith use its reasonable commercial efforts to obtain all necessary regulatory approvals and to make application to the TSXV for the listing of Resulting Issuer Shares on the TSXV following the Closing and assist in making all submissions, preparing all press releases and circulars and making all notifications required with respect to this transaction and the issuance of shares as contemplated hereunder;
- (h) not directly or indirectly do or permit to occur any of the following: (i) amend its constating documents other than in connection with a change of its corporate name as contemplated herein; (ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its outstanding shares; (iii) issue or agree to issue any shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares, other than the issuance of SSH Shares pursuant to the exercise of the SSH Options or SSH Agent's Warrants or except as required under the Offering or the Amalgamation; (iv) redeem, purchase or otherwise acquire any of its outstanding shares or other securities; (v) split, combine or reclassify any of its securities; (vi) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution or reorganization of SSH; (vii) reduce the stated capital of SSH or any of its outstanding shares; (viii) take any action, refrain from taking any action, permit any action to be taken or not taken, inconsistent with this Agreement, which might directly or indirectly interfere or affect the consummation of the Amalgamation; or (ix) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing;
- (i) promptly notify Kingfisher in writing of any material change (actual, anticipated, contemplated or, to the knowledge of SSH threatened, financial or otherwise) in its business, operations, affairs, assets, capitalization, financial condition, licenses, permits, rights, privileges or liabilities, whether contractual or otherwise, or of any change in any representation or warranty provided by SSH in this Agreement which change is or may be of such a nature to render any representation or warranty misleading or untrue in any material respect and SSH shall in good faith discuss with Kingfisher any change in circumstances (actual, anticipated, contemplated, or to the knowledge of SSH threatened) which is of such a nature that there may be a reasonable question as to whether notice needs to be given to Kingfisher pursuant to this provision;
- (j) not (i) grant any officer, director or employee an increase in compensation in any form; (ii) grant any general salary increase; (iii) take any action with respect to the amendment of any severance or termination pay policies or arrangements for any directors, officers or employees, except as contemplated herein; (iv) adopt or amend (other than to permit accelerated vesting of currently outstanding rights) any stock option plan or the terms of any outstanding rights thereunder; nor (v) advance any loan to any officer, director or any other party not at Arm's Length;
- (k) not adopt or amend or make any contribution to any bonus, employee benefit plan, profit sharing, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, stock purchase plan, fund or arrangement for the benefit of employees, except as is necessary to comply with the law or with respect to existing provisions of any such plans, programs, arrangements or agreements;

- (l) use all reasonable commercial efforts to take all steps necessary to make proper disclosure within such time as required by any regulatory authority and any other applicable statutes and laws concerning this Agreement and the transactions contemplated herein;
- (m) use its best efforts to maintain its status as a reporting issuer in Alberta, Ontario and British Columbia;
- (n) use its best efforts to maintain the accuracy and currency of the Public Record;
- (o) use all reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder set forth in Article VI to the extent the same is within its control and 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 Amalgamation, including using its reasonable commercial efforts to:
 - (i) obtain shareholder approval from SSH Subco Shareholders to approve the Amalgamation and related matters;
 - (ii) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases and other contracts;
 - (iii) obtain all necessary consents, approvals and authorizations as are required to be obtained by it under any applicable laws;
 - (iv) effect all necessary registrations and filings and submissions of information requested by governmental entities required to be effected by it in connection with the Amalgamation and participate and appear in any proceedings of either party before governmental entities in connection with the Amalgamation;
 - (v) oppose, lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affect the ability of the parties to consummate the transactions contemplated hereby;
 - (vi) fulfill all conditions and satisfy all provisions of this Agreement;
 - (vii) cooperate with the other parties to this Agreement in connection with the performance by SSH of its obligations hereunder; and
 - (viii) not take any action, refrain from taking any action or permit any action to be taken or not taken that is inconsistent with this Agreement or that would reasonably be expected to significantly impede the consummation of the Amalgamation;
- (p) validly issue the Resulting Issuer Shares in accordance with Article III hereof as fully paid and non-assessable common shares in the capital of the Resulting Issuer, free and clear of all Encumbrances, other than statutory legends required under applicable law;
- (q) in connection with the Proposed Transaction, change of the name of the Resulting Issuer to “Kingfisher Metals Corp.” at Closing, or such other name as agreed to amongst the parties and as acceptable to the TSXV and the Registrar of Companies for British Columbia;
- (r) file, duly and timely, all tax returns required to be filed by it and to pay promptly all taxes, assessments and governmental charges which are claimed by any governmental authority to be due and owing and not to enter into any agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return or the payment or assessment of any tax, governmental charge or deficiency;

- (s) neither declare nor pay any dividends or other distributions or returns of capital on SSH Shares from the date of this Agreement until the Closing Date without the prior consent of Kingfisher; and
- (t) not incur any material liabilities of any kind whatsoever without obtaining the written consent of Kingfisher, whether or not accrued and whether or not determined or determinable, in respect of which SSH may become liable on or after the Closing Date, except for costs relating to the Proposed Transaction.

5.2 **SSH's Covenant Regarding Non-Solicitation.** SSH shall not, directly or indirectly, through any officer, director, employee, representative or agent, solicit, initiate, invite or knowingly encourage (including by way of furnishing confidential information or entering into any form of agreement, arrangement or understanding) the initiation of or participate in, any inquiries or proposals regarding an Acquisition Proposal, provided that nothing contained in this Section 5.2 or other provisions of this Agreement shall prevent the board of directors of SSH from responding to, considering, negotiating, approving, providing materials for due diligence, investigations, conducting due diligence or recommending to its shareholders an agreement in respect of an unsolicited bona fide written Acquisition Proposal (i) in respect of which the board of directors of SSH determines (having consulted outside counsel) that in the exercise of its fiduciary duty it would be advisable for such board of directors to take such action in order to avoid breaching its fiduciary duties, and; (ii) in respect of which the board of directors of SSH determine in good faith, after consultation with financial advisors, if consummated in accordance with its terms, would result in a transaction more favourable to its shareholder than the transaction contemplated hereby (any such Acquisition Proposal that satisfies clauses (i) and (ii) above being referred to herein as a "**Superior Proposal**").

Other than as contemplated in Section 5.2, SSH shall continue to refrain from participating in any discussions or negotiations with any parties (other than the parties hereto) with respect to any potential Acquisition Proposal.

SSH shall immediately notify Kingfisher (both orally and in writing) of any future Acquisition Proposal of which SSH's directors or senior officers become aware of or any amendments to the foregoing or any request for non-public information relating to SSH in connection with an Acquisition Proposal or for access to the properties, books or records or for a list of the shareholders by any person or entity that informs SSH that it is considering making an Acquisition Proposal. Such notice shall include a copy of all written communications and a description of the material terms and conditions of any proposal and provide such details of the proposal, inquiry or contact as Kingfisher may reasonably request, including without limitation, the identity of the Person and controlling Person, if any, making such proposal, inquiry or contact.

SSH shall not accept, approve, or recommend or enter into any agreement in respect of an Acquisition Proposal on the basis that it constitutes a Superior Proposal unless (i) it has provided Kingfisher with a copy of the Acquisition Proposal document which has been determined to be a Superior Proposal, with such deletions as are necessary to protect confidential portions of such Acquisition Proposal document, provided that the material terms and conditions may not be deleted, and (ii) two Business Days (the "**Notice Period**") shall have elapsed from the later of the date Kingfisher received notice of the determination to accept, approve or recommend an agreement in respect of such Acquisition Proposal and the date Kingfisher received a copy of the Acquisition Proposal document. During the Notice Period, SSH shall provide a reasonable opportunity to Kingfisher to consider, discuss and offer such adjustments to the terms and conditions of this Agreement as would enable the party receiving the Superior Proposal to proceed with its recommendation to security holders with respect to the Acquisition Proposal, provided, however, that any such adjustment shall be at the discretion of the parties. The board of directors of SSH will review in good faith any offer made by Kingfisher to amend the terms of this Agreement in order to determine, in the board's discretion, as part of exercising its fiduciary duties, whether the proposed amendments would, upon acceptance, result in such Superior Proposal ceasing to be a Superior Proposal. If the board of directors of SSH determines that the Superior Proposal would cease to be a Superior Proposal, it will so advise Kingfisher and will accept the offer by Kingfisher to amend the terms of this Agreement and the parties agree to take such actions and execute such documents as are necessary to give effect to the foregoing. Each successive material modification of any Acquisition Proposal or a Superior Proposal shall constitute a new Acquisition Proposal for the purposes of this Section 5.2 and shall require a two Business Day Notice Period from the date such amendment is communicated to the other party hereto, other than an amendment to improve upon a Superior Proposal in respect of which the other party has been provided with an opportunity to amend the terms of this Agreement and such Superior Proposal has not ceased to be a Superior Proposal prior to the proposed amendment.

5.3 **General Covenants of Kingfisher.** Kingfisher covenants and agrees that, until Closing or the date on which this Agreement is terminated, and unless otherwise contemplated herein, it shall:

- (a) take all requisite action to:
 - (i) approve this Agreement; and
 - (ii) approve such actions as the other parties hereto may determine to be necessary or desirable for the purposes hereof;
- (b) deliver a copy of the Kingfisher Financial Statements to SSH once they have been approved by the board of directors of Kingfisher;
- (c) in consultation with SSH and its counsel, use all reasonable commercial efforts to assist in the preparation of disclosure relating to Kingfisher to be included in the CPC Filing Statement and covenant that none of the information to be supplied by Kingfisher for inclusion or incorporation by reference in the CPC Filing Statement will at the time of the posting on SEDAR of the CPC Filing Statement 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 Kingfisher or its officers and directors shall occur that is required to be described in the CPC Filing Statement, Kingfisher shall give prompt notice to SSH of such event;
- (d) as promptly as practicable after the date hereof, Kingfisher shall, in accordance with the applicable provisions of the Act and its constating documents, duly call, give notice of, convene and hold the Kingfisher Meeting.
- (e) use its reasonable commercial efforts to preserve intact as a going concern its business organization and goodwill, to keep available the services of its officers and employees as a group, to maintain its business relationships and the Kingfisher Assets and to ensure that the Kingfisher Business shall be conducted only in the usual and ordinary course of business consistent with past practice;
- (f) give its consent (and provide such other reasonable assurances as may be required) and use all reasonable commercial efforts to obtain (including the provision of such reasonable assurances as may be required), consents of all other Persons to the transactions contemplated by this Agreement, as may be required pursuant to any statute, law or ordinance or by any governmental or other regulatory authority having jurisdiction;
- (g) upon Kingfisher receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, disclose such information promptly in writing to the solicitors for SSH;
- (h) not directly or indirectly do or permit to occur any of the following: (i) amend its constating documents other than in connection with the Amalgamation; (ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its outstanding shares; (iii) issue or agree to issue any shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares other than pursuant to the exercise of the Kingfisher Options or Kingfisher Warrants; (iv) redeem, purchase or otherwise acquire any of its outstanding shares or other securities; (v) split, combine or reclassify any of its securities; (vi) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution or reorganization of Kingfisher; (vii) reduce the stated capital of Kingfisher or any of its outstanding shares; (viii) take any action, refrain from taking any action, permit any action to be taken or not taken, inconsistent with this Agreement, which might directly or indirectly interfere or affect the consummation of the Amalgamation; or (ix) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing;

- (i) promptly notify SSH in writing of any material change (actual, anticipated, contemplated or, to the knowledge of Kingfisher threatened, financial or otherwise) in its business, operations, affairs, assets, capitalization, financial condition, licenses, permits, rights, privileges or liabilities, whether contractual or otherwise, or of any change in any representation or warranty provided by Kingfisher in this Agreement which change is or may be of such a nature to render any representation or warranty misleading or untrue in any material respect and Kingfisher shall in good faith discuss with SSH any change in circumstances (actual, anticipated, contemplated, or to the knowledge of Kingfisher threatened) which is of such a nature that there may be a reasonable question as to whether notice need to be given to SSH pursuant to this provision;
- (j) not (i) grant any officer, director or employee an increase in compensation in any form; (ii) grant any general salary increase; (iii) take any action with respect to the amendment of any severance or termination pay policies or arrangements for any directors, officers or employees, except as contemplated herein; (iv) adopt or amend (other than to permit accelerated vesting of currently outstanding rights) any stock option plan or the terms of any outstanding rights thereunder; nor (v) advance any loan to any officer, director or any other party not at Arm's Length;
- (k) not adopt or amend or make any contribution to any bonus, employee benefit plan, profit sharing, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, stock purchase plan, fund or arrangement for the benefit of employees, except as is necessary to comply with the law or with respect to existing provisions of any such plans, programs, arrangements or agreements;
- (l) use all reasonable commercial efforts to take all steps necessary to make proper disclosure within such time as required by any regulatory authority and any other applicable statutes and laws concerning this Agreement and the transactions contemplated herein;
- (m) use all reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder set forth in Article VI to the extent the same is within its control and 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 Amalgamation, including using its reasonable commercial efforts to:
 - (i) obtain shareholder approval from Kingfisher Shareholders to approve the Amalgamation and related matters;
 - (ii) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases and other contracts;
 - (iii) obtain all necessary consents, approvals and authorizations as are required to be obtained by it under any applicable laws;
 - (iv) effect all necessary registrations and filings and submissions of information requested by governmental entities required to be effected by it in connection with the Amalgamation and participate and appear in any proceedings of either party before governmental entities in connection with the Amalgamation;
 - (v) oppose, lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affect the ability of the parties to consummate the transactions contemplated hereby;
 - (vi) fulfill all conditions and satisfy all provisions of this Agreement;
 - (vii) cooperate with the other parties to this Agreement in connection with the performance by Kingfisher of its obligations hereunder; and

- (viii) not take any action, refrain from taking any action or permit any action to be taken or not taken that is inconsistent with this Agreement or that would reasonably be expected to significantly impede the consummation of the Amalgamation;
- (n) neither declare nor pay any dividends or other distributions or returns of capital on Kingfisher Shares from the date of this Agreement until the Closing Date without the prior consent of SSH;
- (o) not incur any material liabilities of any kind whatsoever without obtaining the written consent of SSH, whether or not accrued and whether or not determined or determinable, in respect of which SSH may become liable on or after the Closing Date, except for costs relating to the Proposed Transaction; and
- (p) file, duly and timely, all tax returns required to be filed by it and to pay promptly all taxes, assessments and governmental charges which are claimed by any governmental authority to be due and owing and not to enter into any agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return or the payment or assessment of any tax, governmental charge or deficiency.

5.4 **Kingfisher's Covenant Regarding Non-Solicitation.** Kingfisher shall not, directly or indirectly, through any officer, director, employee, representative or agent, solicit, initiate, invite or knowingly encourage (including by way of furnishing confidential information or entering into any form of agreement, arrangement or understanding) the initiation of or participate in, any inquiries or proposals regarding an Acquisition Proposal, provided that nothing contained in this Section 5.4 or other provisions of this Agreement shall prevent the board of directors of Kingfisher from responding to, considering, negotiating, approving, providing materials for due diligence, investigation, conducting due diligence or recommending to its shareholders an agreement in respect of an unsolicited bona fide written Acquisition Proposal (i) in respect of which the board of directors of Kingfisher determines (having consulted outside counsel) that in the exercise of its fiduciary duty it would be advisable for such board of directors to take such action in order to avoid breaching its fiduciary duties and (ii) in respect of which the board of directors of Kingfisher determines in good faith, after consultation with financial advisors, it consummated in accordance with its terms, would result in Superior Proposal.

Other than as contemplated in Section 5.4, Kingfisher shall continue to refrain from participating in any discussions or negotiations with any parties (other than the parties hereto) with respect to any potential Acquisition Proposal.

Kingfisher shall immediately notify SSH (both orally and in writing) of any future Acquisition Proposal of which Kingfisher's directors or senior officers become aware of or any amendments to the foregoing or any request for non-public information relating to Kingfisher in connection with a Acquisition Proposal or for access to the properties, books or records or for a list of the shareholders by any person or entity that informs Kingfisher that it is considering making a Acquisition Proposal. Such notice shall include a copy of all written communications and a description of the material terms and conditions of any proposal and provide such details of the proposal, inquiry or contact as SSH may reasonably request, including without limitation, the identity of the Person and controlling Person, if any, making such proposal, inquiry or contact.

Kingfisher shall not accept, approve, or recommend or enter into any agreement in respect of a Acquisition Proposal on the basis that it constitutes a Superior Proposal unless: (i) it has provided SSH with a copy of the Acquisition Proposal document which has been determined to be a Superior Proposal, with such deletions as are necessary to protect confidential portions of such Acquisition Proposal document, provided that the material terms and conditions may not be deleted; and (ii) the Notice Period shall have elapsed from the later of the date SSH received notice of the determination to accept, approve or recommend an agreement in respect of such Acquisition Proposal and the date SSH received a copy of the Acquisition Proposal document. During the Notice Period, Kingfisher shall provide a reasonable opportunity to SSH to consider, discuss and offer such adjustments to the terms and conditions of this Agreement as would enable the party receiving the Superior Proposal to proceed with its recommendation to security holders with respect to the Acquisition Proposal, provided, however, that any such adjustment shall be at the discretion of the parties. The board of directors of Kingfisher will review in good faith any offer made by SSH to amend the terms of this Agreement in order to determine, in the board's discretion, as part of exercising its fiduciary duties, whether the proposed amendments would, upon acceptance, result in such Superior Proposal ceasing to be a Superior

Proposal. If the board of directors of Kingfisher determines that the Superior Proposal would cease to be a Superior Proposal, it will so advise SSH and will accept the offer by SSH to amend the terms of this Agreement and the parties agree to take such actions and execute such documents as are necessary to give effect to the foregoing. Each successive material modification of any Acquisition Proposal or a Superior Proposal shall constitute a new Acquisition Proposal for the purposes of this Section 5.4 and shall require a two Business Day Notice Period from the date such amendment is communicated to the other party hereto, other than an amendment to improve upon a Superior Proposal in respect of which the other party has been provided with an opportunity to amend the terms of this Agreement and such Superior Proposal has not ceased to be a Superior Proposal prior to the proposed amendment.

5.5 **Mutual Covenants.** From the date hereof until the Effective Date, each of Kingfisher and SSH will use its reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder to the extent 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 applicable laws to complete the Amalgamation including using reasonable efforts:

- (a) to obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases and other contracts;
- (b) to obtain all necessary consents, approvals and authorizations as are required to be obtained by it under any applicable laws; and
- (c) to effect all necessary registrations and filings and submissions of information requested by governmental authorities required to be effected by it in connection with the Amalgamation;

and each of Kingfisher and SSH will use its reasonable commercial efforts to cooperate with the other in connection with the performance by the other of its obligations under this section 5.5 including, without limitation, continuing to provide reasonable access to information and to maintain ongoing communications as between officers of SSH and Kingfisher.

ARTICLE VI CONDITIONS TO CLOSING

6.1 **Mutual Conditions Precedent.** The respective obligations of the Parties hereto to complete the transactions contemplated hereunder are subject to the satisfaction, on or before the Effective Date, of the following conditions any of which may be waived by the mutual consent of such parties without prejudice to their rights to rely on any other conditions contained herein:

- (a) the Amalgamation and this Agreement shall have been approved by the directors of SSH Subco and Kingfisher, and by SSH, in its capacity as sole shareholder of SSH Subco;
- (b) the Amalgamation and this Agreement shall have been approved either by (a) the required majority of the votes of the Kingfisher Shareholders who, being entitled to do so, vote in person or by proxy at the meeting of Kingfisher Shareholders in accordance with the provisions of the Act or (b) written unanimous resolution signed by all of the Kingfisher Shareholders;
- (c) the holders of not more than 5.0% of all the issued and outstanding Kingfisher Shares shall have exercised their Dissent Rights (and shall not have lost or withdrawn such rights as of the Effective Date) in respect of the Amalgamation;
- (d) the Resulting Issuer Shares to be issued pursuant to the terms set forth herein shall have been accepted for listing by the TSXV, subject to SSH fulfilling the TSXV's usual and ordinary listing requirements;
- (e) the Offering shall have been completed to raise gross proceeds of a minimum of \$500,000;

- (f) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Amalgamation;
- (g) the TSXV shall have granted conditional approval in respect of the Amalgamation and related transactions, including the issuance of the Resulting Issuer Shares to be issued to Kingfisher Shareholders pursuant to the Amalgamation or pursuant to the Offering;
- (h) all other consents, orders and approvals, including, without limitation, regulatory approvals, required or desirable for the completion of the transactions contemplated herein shall have been obtained or received from the Person, authorities or bodies having jurisdiction in the circumstances, all on terms satisfactory to each of the parties hereto, acting reasonably;
- (i) any applicable TSXV escrow agreement shall have been entered into;
- (j) upon Closing, all regulatory requirements shall have been or are capable of being satisfied, including satisfaction of the Initial Listing Requirements of the TSXV and the requirements relating to completion of a Qualifying Transaction; and
- (k) no material action or proceeding shall be pending or threatened by any Person, governmental authority, regulatory body or agency and there shall be no action taken under any existing applicable law or regulation, nor any statute, rule, regulation or order which is enacted, enforced, promulgated or issued by any court, department, commission, board, regulatory body, government or governmental authority or similar agency, domestic or foreign, that:
 - (i) makes illegal or otherwise directly or indirectly restrains, enjoins or prohibits the Amalgamation or any other transactions contemplated herein; or
 - (ii) results in a judgment or assessment of material damages directly or indirectly relating to the transactions contemplated herein.

The foregoing conditions are for the mutual benefit of Kingfisher on the one hand and SSH on the other hand and may be asserted by Kingfisher and by SSH regardless of the circumstances and may be waived by Kingfisher and SSH in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Kingfisher or SSH may have. If any of such conditions shall not be complied with or waived as aforesaid on or before the Effective Date or, if earlier, the date required for the performance thereof, then, subject to section 6.4 hereof, a party hereto may rescind and terminate this Agreement by written notice to the other of them in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a material breach of this Agreement by such rescinding party hereto.

6.2 Conditions Precedent to Obligations of Kingfisher. The obligations of Kingfisher to complete the transactions contemplated hereunder shall be subject to the satisfaction of, or compliance with, at or before the Effective Date, each of the following conditions precedent (each of which is hereby acknowledged to be for the exclusive benefit of Kingfisher and may be waived by Kingfisher in whole or in part on or before the Effective Date):

- (a) Kingfisher shall on or before the Effective Date have received from SSH all documents and instruments as Kingfisher may reasonably request for the purpose of effecting the Amalgamation in accordance with the terms of this Agreement;
- (b) all of the representations, warranties and covenants of SSH made in or pursuant to this Agreement shall be true and correct in all material respects as at the Effective Date and with the same effect as if made at and as of the Effective Date (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby and except as such representations and warranties may be affected by the occurrence of events or transactions that are not materially adverse and arise in the ordinary course of business) and Kingfisher shall have received a certificate dated as at the Effective Date in form satisfactory to

Kingfisher and their solicitors, acting reasonably, signed by a senior officer or director of SSH on behalf of SSH, certifying the truth and correctness in all material respects of the representations, warranties and covenants of SSH set out in this Agreement;

- (c) SSH shall have performed and complied with all terms, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Effective Date;
- (d) at the Effective Date, there shall have been no Material Adverse Effect on the condition of SSH's Business (financial or otherwise), properties, assets, liabilities, earnings, or business operations or prospects of SSH from that shown on or reflected in SSH's Financial Statements;
- (e) all consents, approvals, orders and authorizations of any Persons or governmental authorities in Canada or elsewhere, including but not limited to the TSXV (or registrations, declarations, filings or records with any such authorities), including, without limitation, all such registrations, recordings and filings with such securities regulatory and other public authorities as may be required to be obtained by SSH in connection with the execution of this Agreement, the Closing or the performance of any of the terms and conditions hereof, shall have been obtained on or before the Effective Date;
- (f) SSH shall be a reporting issuer in good standing in the provinces of Alberta, Ontario and British Columbia and neither SSH nor its shares shall be the subject of any cease trade order or regulatory enquiry or investigation in any jurisdiction;
- (g) SSH shall deliver, or cause to be delivered to Kingfisher on or before the Closing Date such other certificates, agreements or other documents as may reasonably be required by Kingfisher or its solicitors, acting reasonably, to give full effect to this Agreement including, but not limited to, releases executed by each director and officer of SSH not continuing after the Effective Date;
- (h) at or prior to Closing, SSH and SSH Subco shall have filed all tax returns required to be filed by them prior to the date hereof in all applicable jurisdictions and shall have paid, collected and remitted all taxes, customs duties, tax instalments, levies, assessments, reassessments, penalties, interest and fines due and payable, collectible or remittable by them at such time. All such tax returns shall properly reflect, and shall not in any respect understate the income, taxable income or the liability for taxes of SSH and SSH Subco in the relevant period and the liability of SSH and SSH Subco for the collection, payment and remittance of tax under applicable Tax Laws; and
- (i) SSH shall have furnished Kingfisher with:
 - (i) certified copies of the resolutions duly passed by the board of directors of SSH approving this Agreement and the consummation of the transactions contemplated by this Agreement;
 - (ii) the resolutions duly passed by SSH, as the sole shareholder of SSH Subco, approving the Amalgamation;
 - (iii) certified copies of the resolutions duly passed by the board of directors of SSH approving the Offering and the consummation of the transactions contemplated thereby;
 - (iv) certified copies of the resolution duly passed by the board of directors of SSH approving the CPC Filing Statement and the consummation of the transactions contemplated thereby; and
 - (v) such other certificates, agreements, or other documents as may reasonably be required by Kingfisher or its solicitors, acting reasonably, to give full effect to this Agreement, including legal opinions from counsel to SSH and counsel to SSH Subco as to their respective corporate existence and as to the proper issuance of their respective securities.

6.3 Conditions Precedent to Obligations of SSH and SSH Subco. The obligation of SSH and SSH Subco to complete the transactions contemplated hereunder shall be subject to the satisfaction of or compliance with, at or before the Effective Date, each of the following conditions precedent (each of which is hereby acknowledged to be for the exclusive benefit of SSH and may be waived by SSH in writing, in whole or in part, on or before the Effective Date):

- (a) SSH shall on or before the Effective Date have received from Kingfisher all other documents and instruments as SSH may reasonably request for the purpose of effecting the Amalgamation in accordance with the terms of this Agreement;
- (b) all of the representations, warranties and covenants of Kingfisher made in or pursuant to this Agreement shall be true and correct in all material respects as at the Effective Date and with the same effect as if made at and as of the Effective Date (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby and except as such representations and warranties may be affected by the occurrence of events or transactions that are not materially adverse and arise in the ordinary course of business) and SSH shall have received a certificate of Kingfisher dated as at the Effective Date in form satisfactory to SSH's solicitors, acting reasonably signed by a senior officer or director of Kingfisher on behalf of Kingfisher, certifying the truth and correctness in all material respects of the representations, warranties and covenants of Kingfisher set out in this Agreement;
- (c) Kingfisher shall have provided the information relating to Kingfisher required to be included in the CPC Filing Statement, including the Kingfisher Financial Statements, on or before October 15, 2020 in form and substance satisfactory to SSH, in its sole discretion;
- (d) Kingfisher shall have furnished SSH with:
 - (i) certified copies of the resolutions duly passed by the board of directors of Kingfisher approving this Agreement and the consummation of the transactions contemplated by this Agreement;
 - (ii) the Kingfisher Resolution duly passed by the shareholders of Kingfisher approving the Amalgamation;
 - (iii) certified copies of the resolution duly passed by the board of directors of Kingfisher approving the CPC Filing Statement and the consummation of the transactions contemplated thereby; and
 - (iv) such other certificates, agreements, or other documents as may reasonably be required by SSH or its solicitors, acting reasonably, to give full effect to this Agreement, including legal opinions from counsel Kingfisher as to its corporate existence and as to the proper issuance of its securities.
- (e) Kingfisher shall have performed and complied with all terms, covenants and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date;
- (f) at the Effective Date, there shall have been no Material Adverse Effect on the condition of the Kingfisher Business (financial or otherwise), the Kingfisher Assets, the Kingfisher Properties or its liabilities, earnings, or other business operations or prospects from that shown on or reflected in the Kingfisher Financial Statements;
- (g) all consents, approvals, orders and authorizations of any Persons or governmental authorities in Canada or elsewhere, including but not limited to the TSXV (or registrations, declarations, filings or records with any such authorities), including, without limitation, all such registrations, recordings and filings with such securities regulatory and other public authorities as may be required to be

obtained by Kingfisher in connection with the execution of this Agreement, the Closing or the performance of any of the terms and conditions hereof, shall have been obtained on or before the Closing Date;

- (h) the board of directors of Kingfisher shall not have withdrawn, modified or changed any of its recommendations, approvals, resolutions or determinations referred to in section 3.4 in a manner materially adverse to SSH or the completion of the Amalgamation;
- (i) there shall not have occurred any event which has a Material Adverse Effect on Kingfisher;
- (j) at or prior to Closing, Kingfisher shall have filed all tax returns required to be filed by them prior to the date hereof in all applicable jurisdictions and shall have paid, collected and remitted all taxes, customs duties, tax instalments, levies, assessments, reassessments, penalties, interest and fines due and payable, collectible or remittable by them at such time. All such tax returns shall properly reflect, and shall not in any respect understate the income, taxable income or the liability for taxes of Kingfisher in the relevant period and the liability of Kingfisher for the collection, payment and remittance of tax under applicable Tax Laws;
- (k) upon Closing, Kingfisher shall have withheld and remitted all amounts required to be withheld and remitted by it in respect of any taxes, governmental charges or assessments in respect of any taxable year or portion thereof; and
- (l) Kingfisher shall deliver, or cause to be delivered to SSH on or before the Effective Date such other certificates, agreements, or other documents as may reasonably be required by SSH or its solicitors, acting reasonably, to give full effect to this Agreement, including legal opinions from counsel to Kingfisher as to its corporate existence and as to the proper issuance of their respective securities, to give full effect to this Agreement.

6.4 **Notice and Effect of Failure to Comply with Conditions.**

- (a) Each of SSH and Kingfisher shall give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof to the Effective Date of any event or state of facts which occurrence or failure would, or would be likely to, (i) cause any of the representations or warranties of such party contained herein to be untrue or inaccurate in any material respect, or (ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any Party hereunder; provided, however, that no such notification shall affect the representations or warranties of the Parties or the conditions to the obligations of the Parties hereunder.
- (b) If any of the conditions precedents set forth in sections 6.1, 6.2 or 6.3 hereof shall not be complied with or waived by the Party or Parties for whose benefit such conditions are provided on or before the date required for the performance thereof, then a Party for whose benefit the condition precedent is provided may, in addition to any other remedies they may have at law or equity, rescind and terminate this Agreement (as further provided for herein) provided that prior to the filing of the Amalgamation Application for the purpose of giving effect to the Amalgamation, the Party intending to rely thereon has delivered a written notice to the other Party, specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the non fulfillment of the applicable conditions precedent and the Party in breach shall have failed to cure such breach within three Business Days of receipt of such written notice thereof (except that no cure period shall be provided for a breach which by its nature cannot be cured). More than one such notice may be delivered by a Party.
- (c) The conditions set out in this Article 6 are conclusively deemed to have been satisfied, waived or released when, with the agreement of the Parties, the Amalgamation Application is filed under the Act to give effect to the Amalgamation.

**ARTICLE VII
TERMINATION OF AGREEMENT**

7.1 Rights of Termination.

- (a) If any of the conditions contained in Article VI hereof shall not be fulfilled or performed by January 31, 2021, or such other date as SSH and Kingfisher may mutually agree in writing (the “**Termination Date**”) and such condition is contained in
 - (i) Section 6.1 hereof, either of the Parties hereby may terminate this Agreement by notice in writing in accordance with Section 9.2 to the other Party;
 - (ii) Section 6.2 hereof, Kingfisher may terminate this Agreement by notice in writing in accordance with Section 9.2 to SSH; and
 - (iii) Section 6.3 hereof, SSH may terminate this Agreement by notice in writing in accordance with Section 9.2 to Kingfisher.
- (b) If on or before the Closing Date, SSH receives and accepts a Superior Proposal in accordance with and subject to the provisions of Section 5.2, SSH shall within three Business Days after expiration of the Notice Period, terminate this Agreement by notice in writing in accordance with Section 9.2 to Kingfisher and shall reimburse Kingfisher for all reasonable expenses incurred by Kingfisher in conjunction with the matters contemplated hereby and the Proposed Transaction.
- (c) If on or before the Closing Date, Kingfisher receives and accepts a Superior Proposal in accordance with and subject to the provisions of Section 5.2, Kingfisher shall within three Business Days after expiration of the Notice Period, terminate this Agreement by notice in writing in accordance with Section 9.2 to SSH and shall reimburse SSH for all reasonable expenses incurred by SSH in conjunction with the matters contemplated hereby and the Proposed Transaction.

7.2 Effect of Termination. If this Agreement is terminated as aforesaid, immediately upon receipt, or deemed receipt in accordance with Section 9.2, by the non-terminating party of the notice of termination, the Party terminating this Agreement shall be released from all obligations under this Agreement, all rights of specific performance against such Party shall terminate and, unless such Party can show that the condition or conditions of the non-performance of which has caused such Party to terminate this Agreement were reasonably capable of being performed by the other Party, then the other Party shall also be released from all obligations hereunder; and further provided that any such conditions may be waived in full or in part by either of the Parties without prejudice to its rights of termination in the event of the non-fulfillment or non-performance of any other condition.

7.3 Notice of Unfulfilled Condition. If either of Kingfisher or SSH shall determine at any time prior to the Effective Date that it intends to refuse to consummate the Amalgamation or any of the other transactions contemplated hereby because of any unfulfilled or unperformed condition contained in this Agreement on the part of the other of them to be fulfilled or performed, Kingfisher or SSH, as the case may be, shall so notify the other of them forthwith upon making such determination in order that such other of them shall have the right and opportunity to take such steps, at its own expense, as may be necessary for the purpose of fulfilling or performing such condition within a reasonable period of time, but in no event later than the Termination Date.

7.4 Mutual Termination. This Agreement may, at any time but no later than the last Business Day immediately preceding the Effective Date, be terminated by mutual agreement of the directors of Kingfisher and SSH without further action on the part of the Kingfisher Shareholders.

ARTICLE VIII AMENDMENT

8.1 **Amendment.** This Agreement may at any time be amended by written agreement of the Parties hereto without, subject to applicable laws, further notice to or authorization on the part of the Kingfisher Shareholders and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies 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 performance of any of the obligations of the parties; or
- (d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment reduces or materially adversely affects the consideration to be received by a Kingfisher Shareholder without approval by the Kingfisher Shareholders given in the same manner as required for the approval of the Amalgamation.

ARTICLE IX GENERAL

9.1 **Confidentiality and Public Notices.** Except where compliance with this Section 9.1 would result in a breach of applicable law, notices, releases, statements and communications to Third Parties, including employees of the Parties and the press, relating to transactions contemplated by this Agreement will be made only in such manner as shall be authorized and approved by Kingfisher, who when required, shall use its best efforts to provide such authorization and approval to SSH in a timely manner as shall permit compliance by SSH with all continuous disclosure to any regulatory authority or obligations under any applicable securities regulations. SSH and Kingfisher shall maintain the confidentiality of any information received from each other in connection with the transactions contemplated by this Agreement. In the event that the Proposed Transaction is not consummated, each Party shall return any confidential schedules, documents or other written information to the Party who provided same in connection with this Agreement. Kingfisher agrees that it will not, directly or indirectly, make reciprocal use for its own purposes of any information or confidential data relating to SSH or SSH's Business discovered or acquired by it, its representatives or accountants as a result of SSH making available to it, its representatives and accountants, any information, books, accounts, records or other data and information relating to SSH or SSH's Business and Kingfisher agrees that it will not disclose, divulge or communicate orally, in writing or otherwise (directly or indirectly), any such information or confidential data so discovered or acquired by any other Person. SSH agrees that it will not, directly or indirectly, make reciprocal use for its own purposes of any information or confidential data relating to Kingfisher discovered or acquired by it, its representatives or accountants as a result of Kingfisher making available to it any information, books, accounts, records or other data and information relating to Kingfisher and SSH agrees that it will not disclose, divulge or communicate orally, in writing or otherwise, any such information or confidential data so discovered or acquired to any other Person.

9.2 **Notices.** All notices or other communications required to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery or by transmittal by facsimile or other form of recorded communication addressed to the recipient as follows:

To SSH and SSH Subco:

Seashore Resource Partners Corp.
2040-885 W. Georgia Street,
Vancouver, B.C., V6C 3E8
Attention: Hugh Rogers
Email: [redacted]

with a copy to:

Armstrong Simpson
2080 – 777 Hornby Street
Vancouver, British Columbia, V6Z 1S4
Attention: Shauna Hartman
Email: [redacted]

To Kingfisher:

Kingfisher Resources Ltd.
Suite 1050, 400 Burrard Street
Vancouver, British Columbia V6C 3A6
Attention: Dustin Perry
Email: [redacted]

with a copy to:

Forooghian & Company Law Corporation
400 Burrard Street, Suite 1050
Vancouver, BC V6C 3A6
Attention: Farzad Forooghian
Email: [redacted]

or to such other address, facsimile number or individual as may be designated by notice given by either Party to the other. Any such communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by facsimile or other form of recorded communication, shall be deemed given and received on the date of such transmission if received during the normal business hours of the recipient and on the next Business Day if it is received after the end of such normal business hours on the date of its transmission. If the Party giving any such communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such communication shall not be mailed but shall be given by personal delivery or by facsimile transmittal.

9.3 **Expenses.** Except as otherwise provided herein or as otherwise agreed to by the Parties hereto, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such expenses.

9.4 **Time of the Essence.** Time shall be of the essence hereof.

9.5 **Further Assurances.** The Parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each Party shall execute and deliver such further documents, instruments, papers and information as may be reasonably requested by another Party hereto in order to carry out the purpose and intent of this Agreement.

9.6 **Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The Parties hereby attorn to the non-exclusive jurisdiction of the Courts of British Columbia in any dispute that may arise hereunder.

9.7 **Counterparts.** For the convenience of the parties, this Agreement may be executed in several counterparts, each of which when so executed shall be, and be deemed to be, an original instrument and such counterparts together shall constitute one and the same instrument (and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement). A signed facsimile copy or electronically transmitted copy of this Agreement shall be effective and valid proof of execution and delivery.

9.8 **Entire Agreement.** This Agreement, including the Schedules attached hereto, together with the agreements and other documents to be delivered pursuant hereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, including the Letter of Intent, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth herein and therein. This Agreement may not be amended or modified in any respect except by written instrument signed by all Parties.

9.9 **Severability.** The invalidity or unenforceability of any provision of this Agreement or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained, and this Agreement shall be construed as if such invalid or unenforceable provision or covenant were omitted.

9.10 **Enurement.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and permitted assigns of the Parties hereto. This Agreement may not be assigned by any Party without the prior written consent of the other Parties

9.11 **Waivers.** The Parties hereto may, by written agreement:

- (a) extend the time for the performance of any of the obligations or other acts of the Parties hereto;
- (b) waive any inaccuracies in the warranties, representations, covenants or other undertakings contained in this Agreement or in any document or certificate delivered pursuant to this agreement; or
- (c) waive compliance with or modify any of the warranties, representations, covenants or other undertakings or obligations contained in this Agreement and waive or modify performance by any of the parties thereto.

No waiver of 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 8.1

9.12 **Form of Documents.** All documents to be executed and delivered by SSH to Kingfisher on the Closing Date shall be in form and substance satisfactory to Kingfisher acting reasonably. All documents to be executed and delivered by Kingfisher to SSH on the Closing Date shall be in a form and substance satisfactory to SSH, acting reasonably.

9.13 **Construction Clause.** This Agreement has been negotiated and approved by counsel on behalf of all Parties hereto and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any Party hereto by reason of the authorship of any of the provisions hereof.

9.14 **No Personal Liability.** No director, officer or employee of SSH shall have any personal liability to Kingfisher under this Agreement. No director, officer or employee of Kingfisher shall have any personal liability to SSH under this Agreement.

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

SEASHORE RESOURCE PARTNERS CORP.

“Signed”

Name: **Hugh Rogers**
Title: Chief Executive Officer

1262227 B.C. LTD.

“Signed”

Name: **Chris Beltgens**
Title: President

KINGFISHER RESOURCES LTD.

“Signed”

Name: **Dustin Perry**
Title: Chief Executive Officer

SCHEDULE "A" – AMALGAMATION APPLICATION

SCHEDULE "B" – DESCRIPTION OF THE ECSTALL PROPERTY

[REDACTED: Commercially sensitive information]

SCHEDULE "C" – OTHER CLAIMS

[REDACTED: Commercially sensitive information]

Schedule D

FORM OF KINGFISHER 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 involving Seashore Resource Partners Corp. (“**Seashore**”), Kingfisher Resources Ltd. (the “**Company**”) and 1262227 B.C. Ltd. (“**Newco**”), a wholly-owned subsidiary of Seashore, pursuant to the terms and conditions contained in the amalgamation agreement (the “**Amalgamation Agreement**”) dated September 24, 2020 (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 substantially in the form of the articles of Newco, as may be amended by any officer or director of the Company;
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 BC Registry Services 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 BC Registry Services 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.