

AGENCY AGREEMENT

September 3, 2025

BISP Exploration Inc.

1055 West Georgia Street, 1500 Royal Centre, PO Box 11117
Vancouver, British Columbia
V6E 4N7

Attention: Grayson Andersen, Chief Executive Officer

Stamper Oil & Gas Corp.

1075 West Georgia Street, Suite 1890
Vancouver, British Columbia
V6E 3C9

Attention: Bryson Goodwin, President & Chief Executive Officer

Ventum Financial Corp. (the “**Agent**”) understands that BISP Exploration Inc. (“**BISP**”) intends to create, issue, and sell up to: (i) 80,000,000 subscription receipts of BISP (each, a “**Subscription Receipt**”), having the terms described herein, at a price of \$0.20 (the “**Offering Price**”) per Subscription Receipt, for aggregate gross proceeds to BISP of up to \$16,000,000 (the “**Subscription Receipt Offering**”); and (ii) 8,257,555 units of BISP (each, a “**Unit**” and collectively with the Subscription Receipts, the “**Offered Securities**”), as further described herein, at the Offering Price for gross proceeds of \$1,651,511.00 (the “**Unit Offering**” and together with the Subscription Receipt Offering, the “**Offering**”). Upon and subject to the terms and conditions set forth herein, the Agent hereby agrees to act, and upon acceptance hereof, BISP hereby appoints the Agent, as BISP’s agent, to offer for sale by way of private placement on a “best efforts” basis, without underwriter liability, the Offered Securities to be issued and sold pursuant to the Offering.

In connection with the Offering, BISP hereby grants the Agent an option (the “**Agent’s Option**”) to increase the size of the Subscription Receipt Offering by up to an additional fifteen percent (15%) of the Subscription Receipts offered pursuant to the Subscription Receipt Offering. The Agent’s Option shall be exercisable, in whole or in part, by the Agent in its sole discretion, until the Closing Date (as defined herein). All references to the Subscription Receipts and the Underlying Securities (as defined herein) shall be deemed to include any securities sold and issued pursuant to the Agent’s Option.

The Subscription Receipts will be created and issued pursuant to a subscription receipt agreement (the “**Subscription Receipt Agreement**”) between BISP, the Agent, and Endeavor Trust Corporation, as subscription receipt agent (the “**Subscription Receipt Agent**”), to be dated as of the Closing Date.

Pursuant to the terms of the Subscription Receipt Agreement, upon satisfaction of the Escrow Release Conditions (as defined herein) prior to a Termination Event (as defined herein), each Subscription Receipt will, without payment of additional consideration or further action on the part of the holders of the Subscription Receipts, entitle the holder thereof to received one (1) common share in the capital of BISP (each, “**Unit Share**”) and one-half (0.5) of one (1) Unit Share purchase warrant of BISP (each whole purchase warrant, a “**Warrant**”).

In connection with the Unit Offering, an aggregate amount of \$1,651,511.00 of debt owing by BISP to Robert Dubeau, Mario Vetro, Commodity Partners Inc., and Mathew Goldsmith (together, the “**BISP Lenders**”) shall be exchanged for an aggregate of 8,257,555 Units at the Offering Price per Unit on the Closing Date. Each Unit consists of one (1) Unit Share and one-half (0.5) of one (1) Warrant.

Pursuant to the terms of the Definitive Agreement (as defined herein), upon completion of the Transaction (as defined herein) each Unit Share will be exchanged for one (1) common share of the Resulting Issuer (a “**Resulting Issuer Share**”) and each Warrant will be exchanged for one (1) common share purchase warrant of the Resulting Issuer (a “**Resulting Issuer Warrant**”). Each Resulting Issuer Warrant will entitle the holder thereof to acquire one Resulting Issuer Share at a price of \$0.35 for a period of thirty-six (36) months following the completion date of the Transaction (as defined herein), subject to adjustments. The Warrants issued upon conversion of the Subscription Receipts, the Warrants issued in connection with the closing of the Unit Offering, and the Resulting Issuer Warrants issued upon the exchange of the Warrants for the Resulting Issuer Warrants, will be created and issued pursuant to a warrant indenture between the Corporation and Endeavor Trust Corporation, as warrant agent (the “**Warrant Agent**”), to be dated as of the Closing Date (the “**Warrant Indenture**”).

At the Closing Time (as defined herein), the gross proceeds from the sale of Subscription Receipts less the Agent’s Fee (as defined herein) and less the Eligible Expenses (as defined herein) incurred up to and including the Closing Time will be deposited into escrow with the Subscription Receipt Agent and shall be invested in an interest bearing account or otherwise invested in such manner as is acceptable to BISP and the Agent, pending the earlier of: (i) satisfaction of the Escrow Release Conditions; and (ii) the occurrence of a Termination Event.

Provided the Escrow Release Conditions are satisfied prior to 5:00 p.m. (Pacific Time) on the Escrow Release Deadline (as defined herein) and, upon receipt of proper notice thereof in accordance with the terms of the Subscription Receipt Agreement, the Subscription Receipt Agent shall immediately release (the “**Escrow Release**”) and pay to BISP, an amount equal to the Escrowed Funds (as defined herein), as held by the Subscription Receipt Agent.

If: (i) the Escrow Release Conditions are not satisfied prior to 5:00 p.m. (Pacific Time) on the Escrow Release Deadline; (ii) the Definitive Agreement is terminated prior to the Escrow Release Deadline; or (iii) BISP advises the Agent that it does not intend to satisfy the Escrow Release Conditions (each such event being a “**Termination Event**”), then as soon as practicable following the Termination Event and in any event within five (5) Business Days following the date upon which a Termination Event occurs, the Subscription Receipt Agent shall return to each holder of Subscription Receipts an amount equal to the aggregate Offering Price of the Subscription Receipts held by each such holder and the *pro rata* portion of interest and other income earned thereon, less applicable withholdings taxes (if any) and the Subscription Receipts shall be cancelled. If the funds available for distribution by the Subscription Receipt Agent are insufficient to satisfy the amounts required to be paid by the Subscription Receipt Agent to each holder of Subscription Receipts, BISP shall fund any shortfall (the “**Shortfall Amount**”).

The Offered Securities may be offered to Purchasers (as defined herein) resident in the Selling Jurisdictions (as defined herein) who are “accredited investors” as such term is defined in NI 45-106 (as defined herein) in each of the provinces of Canada on a private placement basis. The Offered Securities may also be offered to U.S. Purchasers who are U.S. Accredited Investors (as defined herein) in reliance on the registration exemption provided by Rule 506(b) of Regulation D (as defined herein) and in compliance with applicable U.S. Securities Laws (as defined herein) and this Agreement (it being understood that securities that are offered and sold in reliance on Rule 506(b) of Regulation D are “covered securities” that are pre-empted from U.S. state registration or qualification requirements pursuant to section 18 of the U.S. Securities Act (as defined herein)). The exchange of the BISP Securities (as defined herein) for Resulting Issuer Shares and Resulting Issuer Warrants, as applicable, will be made in reliance on the registration exemption provided by Rule 506(b) of Regulation D and in compliance with applicable U.S. Securities Laws; accordingly, the Offered Securities and the Underlying Securities are or will be when issued, as applicable, “restricted securities” within the meaning of Rule 144(a)(3) of the U.S. Securities Act. Each of BISP and the Agent acknowledge and agree that the Offering may be deemed to involve an indirect primary offering of BISP Securities to U.S. Purchasers for the purposes of the U.S. Securities Act and all other applicable

U.S. Securities Laws. The Offered Securities may also be distributed in Selling Jurisdictions outside Canada and the United States in such jurisdictions as BISP and the Agent may agree, in each case where they may be lawfully sold on a basis exempt from the prospectus, registration, and similar requirements of any such jurisdiction.

In consideration of the Agent's services to be rendered in connection with the Offering, the Corporations agree to pay the Agent's Fee and issue the Broker Warrants (as defined herein) to the Agent in accordance with Section 17.1.

BISP agrees that the Agent will be permitted to appoint, at its sole expense, other registered dealers or other dealers duly qualified in their respective jurisdictions, in each case acceptable to BISP, acting reasonably, as its agent to assist with the Offering in the Selling Jurisdictions and that the Agent may determine the remuneration payable by the Agent to such other dealers appointed by it.

The terms and conditions of the Subscription Receipts, the Warrants, the Resulting Issuer Warrants, and the Broker Warrants are subject in all respects to the terms and conditions of the Subscription Receipt Agreement, the Warrant Indenture, and the Broker Warrant Certificates (as defined herein), respectively. In the event of a conflict between the provisions of this Agreement and the provisions of the Subscription Receipt Agreement, the Warrant Indenture, or the Broker Warrant Certificates, the provisions of the Subscription Receipt Agreement, the Warrant Indenture, or the Broker Warrant Certificates shall prevail, as applicable.

This offer is conditional upon and subject to the additional terms and conditions set forth below.

1. Interpretation

1.1 Unless expressly provided otherwise herein, where used in this Agreement or any schedule attached hereto, the following terms have the following meanings, respectively:

“**Acquired Interest**” means 100% of the issued and outstanding shares of Rock Oil;

“**affiliate**” has the meaning ascribed to such concept in the *Securities Act* (British Columbia);

“**Affiliates**” means affiliates of the Agent;

“**Agent**” has the meaning ascribed thereto on the face page of this Agreement;

“**Agent's Fee**” has the meaning ascribed thereto in Section 17.1;

“**Agent's Option**” has the meaning ascribed thereto on the face page of this Agreement;

“**Agreement**” means the agreement resulting from the acceptance by BISP and Stamper of the offer made by the Agent hereby;

“**Applicable Anti-Money Laundering Laws**” has the meaning ascribed thereto in Section 7.1(dd);

“**Applicable Securities Laws**” means, in respect of any person, collectively, the securities laws, regulations, rulings, rules, orders and prescribed forms, and published policy statements issued by a Securities Regulator, including the rules of any stock exchange, in each case, applicable to that person;

“**Associate**” has the meaning ascribed to such concept in the *Securities Act* (British Columbia);

“**Authorization**” means, with respect to any person, any order, Permit, approval, waiver, licence, or similar authorization of any Governmental Entity having jurisdiction over the person, including the approval of the TSXV;

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

“**BISP**” has the meaning ascribed thereto on the face page of this Agreement;

“**BISP Lenders**” has the meaning ascribed thereto on the face page of this Agreement;

“**BISP Lenders’ Voluntary Pooling**” has the meaning ascribed thereto in Section 5.1(p);

“**BISP Securities**” means, collectively, the Unit Shares and the Warrants;

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

“**Books and Records**” means all files, documents, instruments, papers, books and records, including books of account, tax records and sales and purchase records, customer and supplier lists, technical documents, and corporate records, in each case, whether in written or electronic form;

“**Broker Securities**” has the meaning ascribed thereto in Section 4.1(g);

“**Broker Warrant Certificates**” means the certificates issued to the Agent representing the Broker Warrants issuable to the Agent in connection with the Offering;

“**Broker Warrants**” has the meaning ascribed thereto in Section 17.2;

“**Business Day**” means a day other than a Saturday, Sunday, or any other day on which the principal chartered banks located in Vancouver, British Columbia are not open for business;

“**Canadian Securities Laws**” means collectively, all Canadian Applicable Securities Laws;

“**Closing**” means the completion of the sale of the Subscription Receipts on a private placement basis as contemplated by this Agreement, the Subscription Agreements, and the Definitive Agreement;

“**Closing Date**” means September 3, 2025 or such other date as BISP and the Agent may agree from time to time;

“**Closing Time**” means 8:00 a.m. (Pacific time) on the Closing Date or such other time on the Closing Date as BISP and the Agent may determine;

“**Corporations**” means, collectively, BISP and Stamper, and “**Corporation**” means any one of them;

“**Debt Settlement Transaction**” the settlement of all or a portion of the unsecured loans advanced by the BISP Lenders to BISP through the subscription for and issuance of the Units to such BISP Lenders in satisfaction of the principal and, if applicable, accrued interest outstanding under such loans, pursuant to the terms of this Agreement and the Unit Subscription Agreements;

“**Definitive Agreement**” means the definitive agreement among Stamper, Stamper Subco, and BISP, dated May 12, 2025, as amended on each of June 7, 2025, July 23, 2025, and August 18, 2025, as may be further amended from time to time;

“**Eligible Expenses**” has the meaning ascribed thereto in Section 15.1;

“**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;

“**Engagement Letter**” means the engagement letter entered into between the Agent and BISP dated May 28, 2025;

“**Escrow Release**” has the meaning ascribed thereto on the face page of this Agreement;

“**Escrow Release Conditions**” means, collectively:

- (a) the completion, satisfaction, or waiver of all conditions precedent to the Transaction in accordance with the Definitive Agreement, to the satisfaction of the Agent, acting reasonably;
- (b) the receipt of all required shareholder and regulatory approvals, including without limitation, the conditional approval of the TSXV for the Transaction;
- (c) the representations and warranties of BISP contained in this Agreement being true and accurate in all material respects, as if made on and as of the Escrow Release date; and
- (d) BISP and the Agent having delivered a joint notice to the Subscription Receipt Agent confirming that the conditions set forth in (a), (b), and (c) above have been satisfied or waived.

As a condition precedent to the execution by the Agent of the notice referred to in (d) above, the Chief Executive Officer and Chief Financial Officer of BISP (or such other officers or directors of BISP as may be acceptable to the Agent, acting reasonably) shall certify to the Agent that the Escrow Release Conditions (other than that set out in (d) above) have been satisfied.

“**Escrow Release Deadline**” means 5:00 p.m. (Pacific Time) on March 3, 2026, subject to extension if mutually agreed upon by BISP and the Agent;

“**Escrowed Funds**” means the aggregate gross proceeds of the Subscription Receipt Offering, less the Agent’s Fee and certain Eligible Expenses paid at the Closing Time, together with all interest and other income earned thereon, which funds shall be held in escrow by the Subscription Receipt Agent;

“**Form 45-106F1**” means Form 45-106F1 – *Report of Exempt Distribution* of NI 45-106;

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

“**IFRS**” means International Financial Reporting Standards issued by the International Accounting Standards Board, namely, the standards, interpretations and the framework for the preparation and presentation of financial statements (in the absence of a standard or interpretation), as adopted in Canada by the Accounting Standards Board of the Chartered Professional Accountants of Canada, that are applicable to the circumstances as of the date of determination, consistently applied;

“**including**” means including without limitation;

“**Indemnitor**” has the meaning ascribed thereto in Section 14.1;

“**Investor Presentation**” means the confidential investor presentation of Stamper dated May 2025;

“**Joint Operating Agreements**” means the agreements governing the working interests, operatorship, structure for decision making of the operating committee and operational procedures with respect to

exploration, appraisal, development, decommissioning, transfers, withdrawals and dispute resolution relating to PEL 106 (December 6, 2022 including Atlas Oranto 83% participating interest and operator, NAMCOR 12% participating interest, Titan Oil & Gas (Pty) Ltd. 5% participating interest), PEL 102 (May 28, 2021 including NAMCOR 70% working interest and operator, Nasmam 30% carried interest) and PEL 98 (Eco Oil and Gas Services (Pty) Ltd. 56.7% participating interest and operator, Azinam Group Limited 28.3% participating interest, NAMCOR 10% carried interest, Titan Oil & Gas (Pty) Ltd. 5% carried interest);

“**Material Adverse Effect**” means, with respect to an entity, any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to: (i) the business, operations, results of operations or condition (financial or otherwise) of such entity; or (ii) the ability of such entity to consummate the transactions contemplated under the Offering or the Transaction on a timely basis;

“**Material Agreement**” means any material contract, commitment, agreement (written or oral), joint venture instrument, lease or other document, including a license agreement to which an entity or any of its subsidiaries is a party or by which any of their property or assets are bound;

“**misrepresentation**”, “**material fact**”, “**material change**”, “**associate**”, and “**distribution**” have the respective meanings ascribed thereto in the *Securities Act* (British Columbia);

“**Namibian Oil Project Assets**” means the ownership interests of companies to be acquired by Rock Oil, including Titan Oil & Gas (Pty) Ltd., Nasman and WestOil Limited in the Petroleum Exploration Licenses, Joint Operating Agreements, the Acquired Interest, the Petroleum Agreement, the Technical Information and the acquired 5% carried interests in PEL 98, PEL 106, the 20% carried interest in PEL 102 and the 32.9% working interest in PEL 107;

“**Namibian Report**” means the independent engineering evaluation of the interests of BISP in five (5) offshore oil and gas blocks in the Orange, Luderitz and Walvis basins of Namibia prepared by Petrotech Engineering Ltd. dated July 2, 2025 and effective April 30, 2025;

“**Nasmam**” means Nasmam Investments (PTY) Ltd.;

“**NI 45-102**” means National Instrument 45-102 – *Resale of Securities*;

“**NI 45-106**” means National Instrument 45-106 – *Prospectus Exemptions*;

“**NI 51-101**” means National Instrument 51-101 – *Standards of Disclosure for Oil and Gas Activities*;

“**Offered Securities**” has the meaning ascribed thereto on the face page of this Agreement;

“**Offering**” has the meaning ascribed thereto on the face page of this Agreement;

“**Offering Price**” has the meaning ascribed thereto on the face page of this Agreement;

“**Oil Projects Business**” has the meaning ascribed thereto in Section 8.1(ii);

“**Original Seller**” means Aron Lungameni Haludilu;

“**PEL**” means Petroleum Exploration License issued pursuant to a petroleum agreement with the Government of the Republic of Namibia Ministry of Mines and Energy;

“**Permit**” means any licence, permit, approval, consent, certificates, registration or other authorization of or issued by any Governmental Entity;

“**person**” includes any individual, corporation, limited partnership, general partnership, joint stock company or association, joint venture association, company, trust, bank, trust company, land trust, investment trust, society or other entity, organization, syndicate, whether incorporated or not, trustee, executor or other legal personal representative, and governments and agencies and political subdivisions thereof;

“**Personnel**” has the meaning ascribed thereto in Section 14.1;

“**Petroleum Agreement**” means the petroleum agreement between the Government of the Republic of Namibia Ministry of Mines and Energy and Rock Oil in respect of PEL107;

“**Petroleum Substances**” means any of crude oil, crude bitumen and products derived therefrom, synthetic crude oil, petroleum, natural gas, natural gas liquids, and any other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including without limitation sulphur;

“**President’s List**” has the meaning ascribed thereto in Section 17.1;

“**promoter**” has the meaning ascribed thereto in Applicable Securities Laws;

“**Public Record**” means any documents, filings, reports, data, or other recorded information, in any form or medium, that are made available to the public or are accessible under applicable laws, including without limitation the *Access to Information Act (Canada)*, the *Privacy Act (Canada)*, and any similar provincial or foreign legislation. This includes records maintained by Governmental Entities, regulatory agencies, Securities Regulators, stock exchanges, and public registries, whether or not such records are subject to disclosure upon request;

“**Purchasers**” means the purchasers who purchased Subscription Receipts pursuant to the Subscription Agreements, or the purchasers who purchased Units pursuant to the Unit Subscription Agreement, or all, as applicable;

“**Regulation D**” means Regulation D adopted by the SEC under the U.S. Securities Act;

“**Regulation S**” means Regulation S adopted by the SEC under the U.S. Securities Act;

“**Reporting Provinces**” means the provinces of British Columbia and Alberta;

“**Resulting Issuer**” means Stamper following completion of the Transaction, or such other name as determined by Stamper;

“**Resulting Issuer Securities**” means, collectively, the Resulting Issuer Shares, the Resulting Issuer Warrants, and the Resulting Issuer Warrant Shares;

“**Resulting Issuer Shares**” has the meaning ascribed thereto on the face page of this Agreement;

“**Resulting Issuer Unit**” means a unit comprised of a Resulting Issuer Share and a Resulting Issuer Warrant;

“**Resulting Issuer Warrant Share**” means a Resulting Issuer Share issuable upon exercise of a Resulting Issuer Warrant;

“**Resulting Issuer Warrants**” has the meaning ascribed thereto on the face page of this Agreement;

“**Rock Oil**” means Rock Oil and Gas (Pty) Ltd.;

“**Rock Oil Acquisition**” means the acquisition of the Namibian Oil Project Assets pursuant to the Rock Oil Agreement;

“**Rock Oil Agreement**” means the share purchase agreement dated as of December 23, 2024 among BISP, the Original Seller, and Rock Oil, including the addendum thereto dated March 19, 2025 among BISP, the Original Seller Rock Oil and Nasmam, as amended on June 7, 2025, July 14, 2025 and as further amended by the amending agreement among BISP, the Original Seller, Rock Oil, Nasmam, and Vega dated August 18, 2025, and the amending agreement dated August 28, 2025;

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

“**Securities Regulator**” means, in respect of any jurisdiction, the securities regulator or other securities regulatory authority of that jurisdiction;

“**SEDAR+**” means the System for Electronic Document Analysis and Retrieval Plus, found at www.sedarplus.ca;

“**Selling Jurisdictions**” means, collectively: (i) all of the provinces of Canada; (ii) the United States; and (iii) those other jurisdictions outside of Canada and the United States, provided it is understood that no prospectus filing, registration statement or comparable obligation arises in such other jurisdictions in accordance with Section 11 of this Agreement;

“**Shortfall Amount**” has the meaning ascribed thereto on the face page of this Agreement;

“**subsidiary**” has the meaning ascribed thereto in the BCBCA;

“**Stamper**” means Stamper Oil & Gas Corp.;

“**Stamper Disclosure Documents**” means the public documents filed by Stamper on SEDAR+ under Stamper’s SEDAR+ profile;

“**Stamper Financial Statements**” means the audited financial statements of Stamper for the financial years ended June 30, 2024 and 2023 and the unaudited condensed interim financial statements of Stamper for the three and nine-month periods ended March 31, 2025 and 2024;

“**Stamper Pre-Acquisition Seed Round**” has the meaning ascribed thereto in Section 7.1(p);

“**Stamper Pre-Acquisition Seed Round Voluntary Pooling**” has the meaning ascribed thereto in Section 7.1(p):

“**Stamper Options**” has the meaning ascribed thereto in Section 7.1(l);

“**Stamper Share Purchase Warrants**” has the meaning ascribed thereto in Section 7.1(l);

“**Stamper Subco**” means 1539693 B.C. Ltd., a corporation incorporated pursuant to the laws of the Province of British Columbia and a wholly-owned subsidiary of Stamper, formed for the purposes of completing the Transaction with BISP;

“**Subscription Agreements**” means, collectively, the Subscription Receipt Subscription Agreements and the Unit Subscription Agreements;

“**Subscription Receipt Agent**” has the meaning ascribed thereto on the face page of this Agreement;

“**Subscription Receipt Agreement**” has the meaning ascribed thereto on the face page of this Agreement;

“**Subscription Receipt Offering**” has the meaning ascribed thereto on the face page of this Agreement;

“**Subscription Receipts**” has the meaning ascribed thereto on the face page of this Agreement;

“**Subscription Receipt Subscription Agreements**” means the subscription agreements for the Subscription Receipts, in the forms agreed upon by BISP and the Agent, for the purchase and sale of the Subscription Receipts, to Purchasers pursuant to the Subscription Receipt Offering as contemplated herein and shall include, for greater certainty, all schedules thereto;

“**subsidiary**” has the meaning ascribed thereto in the BCBCA;

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

“**Tax Laws**” means all applicable federal, provincial, territorial, municipal, and foreign laws, statutes, regulations, treaties, rules, policies, and administrative practices (including any positions of, or rulings issued by, any Governmental Entity) relating to taxation, including but not limited to income tax, capital tax, sales tax, use tax, goods and services tax (GST), harmonized sales tax (HST), value-added tax (VAT), payroll tax, withholding tax, property tax, transfer tax, excise tax, and any other taxes, levies, duties, assessments, or similar charges, together with any interest, penalties, or additions imposed with respect thereto;

“**Taxes**” means all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers’ compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto;

“**Technical Information**” means all scientific and technical information and materials relating to PEL 107, PEL 106 and PEL 98 in the possession or control of and all information Rock Oil or its affiliates are entitled to under any joint operating agreement or other agreement, whether in writing, graphic, machine readable, electronic or physical form, including: (i) all geological, geophysical, geochemical, sampling, analytical testing, and other similar information, including maps, charts and surveys; (ii) all engineering, geological and other technical studies, exploration plans, development plans, well plans or similar studies or analyses; (iii) all physical material resulting from the foregoing activities; (iv) all plans, blueprints, process flow sheets, equipment and parts lists, instructions, manuals and equipment records and procedures; and (v) all exploration, development, operations, production and other technical records, data and reports;

“**Termination Event**” has the meaning ascribed thereto on the face page of this Agreement;

“**Title Documents**” means, collectively, any and all certificates of title, leases, reservations, permits, licences, assignments, trust declarations, operating agreements, royalty agreements, gross overriding royalty agreements, participation agreements, farmin agreements, sale and purchase agreements, pooling agreements and any other documents and agreements granting, reserving or otherwise conferring rights to: (i) explore for, drill for, produce, take, use or market Petroleum Substances, (ii) share in the production of Petroleum Substances, (iii) share in the proceeds from, or measured or calculated by reference to the value or quantity of, Petroleum Substances which are produced, and (iv) rights to acquire any of the rights described in items (i) to (iii) of this definition; but only if the foregoing pertain in whole or in part to the Petroleum Substances rights;

“**to the best of the knowledge**” means, as it pertains to the applicable Corporation and with respect to any particular fact or matter, the actual knowledge of the officers and directors of the applicable Corporation, together with the knowledge which such officers and directors would have had if they had conducted a reasonable inquiry of the relevant persons into the relevant subject matter;

“**Transaction**” means the proposed “Reviewable Transaction” pursuant to TSXV Policy 5.3 – *Acquisitions and Dispositions of Non-Cash Assets*, pursuant to which Stamper will acquire 100% of the BISP Shares through the amalgamation of BISP with Stamper Subco;

“**Transaction Documents**” means this Agreement, the Subscription Agreements, the Subscription Receipt Agreement, the Warrant Indenture, the Broker Warrant Certificates, and the Definitive Agreement;

“**Transfer Agent**” means Endeavor Trust Corporation;

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

“**TSXV Listing**” means listing on the TSXV of the Resulting Issuer Shares issuable on completion of the Transaction, including all Resulting Issuer Shares issuable pursuant to the conversion of Resulting Issuer Securities;

“**TSXV Listing Approval**” means the conditional approval of the TSXV for the TSXV Listing;

“**Underlying Securities**” means, collectively, the Unit Shares, Warrants, Resulting Issuer Shares, Resulting Issuer Warrants, and Resulting Issuer Warrant Shares;

“**Unit**” has the meaning ascribed thereto on the face page of this Agreement;

“**Unit Share**” has the meaning ascribed thereto on the face page of this Agreement;

“**Unit Subscription Agreements**” means the subscription agreements for the Units issuable in connection with the Unit Offering, in the forms agreed upon by BISP and the Agent, for the purchase and sale of the Units, to Purchasers pursuant to the Unit Offering as contemplated herein and shall include, for greater certainty, all schedules thereto;

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

“**U.S. Accredited Investor**” means an “accredited investor” as that term is defined in Rule 501(a) of Regulation D;

“**U.S. Affiliate**” has the meaning ascribed thereto in Section 2.2;

“**U.S. Exchange Act**” means the United States Securities Exchange Act of 1934, as amended;

“**U.S. Fiduciary**” means a person holding accounts excluded from the definition of “U.S. person” pursuant to Rule 902(k)(2)(i) of Regulation S, solely in such person’s capacity as a holder of such accounts;

“**U.S. Person**” means “U.S. person” as that term is defined in Rule 902 of Regulation S;

“**U.S. Purchaser**” means: (a) any Purchaser in the United States; (b) any person purchasing securities for the account or benefit of any U.S. Person or any person in the United States; (c) any person, other than a U.S. Fiduciary, that receives or received an offer of the Offered Securities while in the United States; and (d) any person, other than a U.S. Fiduciary, that is in the United States at the time the Purchaser’s buy order was made or such Subscription Agreement was executed or delivered;

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended;

“**U.S. Securities Laws**” means all applicable securities laws in the United States, including without limitation, the U.S. Securities Act, the U.S. Exchange Act and any applicable U.S. state securities laws;

“**Vega**” means Vega Consulting and Advisory Services – FZCO;

“**Warrant**” has the meaning ascribed thereto on the face page of this Agreement;

“**Warrant Agent**” has the meaning ascribed thereto on the face page of this Agreement;

“**Warrant Indenture**” has the meaning ascribed thereto on the face page of this Agreement.

1.2 **Division and Headings.** The division of this Agreement into sections, subsections, paragraphs, and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to sections, subsections, paragraphs and other subdivisions are to sections, subsections, paragraphs, and other subdivisions of this Agreement.

1.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and the parties hereto irrevocably accept and attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

1.4 **Currency.** Except as otherwise indicated, all amounts expressed herein in terms of money refer to lawful currency of Canada and all payments to be made hereunder shall be made in such currency.

1.5 **Schedule.** Schedule “A” – *Compliance with United States Securities Laws*, and Schedule “B” – *Form of Lock-Up Agreement*, each as attached to this Agreement are deemed to be a part of this Agreement and are hereby incorporated by reference herein.

2. **Nature of Transaction**

2.1 **Sale on Exempt Basis.** Upon and subject to the terms and conditions set forth herein, the Agent hereby agrees to act, and upon acceptance hereof, BISP hereby appoints the Agent, as its agent, to offer for sale by way of private placement on a “best efforts” basis, without underwriter liability, the Offered Securities, to be issued and sold pursuant to the Offering and the Agent agrees to arrange for Purchasers of the Offered Securities in the Selling Jurisdictions, such that the offer and sale of the Offered Securities do not obligate BISP to file a prospectus, a registration statement, or other offering document with any Securities Regulator under Applicable Securities Laws.

2.2 **U.S. Sales.** The parties to this Agreement acknowledge that the Offered Securities and the Broker Warrants, and the Underlying Securities deliverable pursuant thereto or upon conversion or exercise thereof, as applicable, have not been and will not be registered under the U.S. Securities Act or any other U.S. Securities Laws, and may not be offered or sold in the United States, or to or for the account or benefit of any U.S. Persons or any persons in the United States, except pursuant to exemptions from the registration requirements of the U.S. Securities Act and other applicable U.S. Securities Laws. Accordingly, BISP and the Agent agree that any offers or to U.S. Purchasers shall be conducted only in the manner specified in Schedule “A” of this Agreement, which is integrated into and forms an integral part of this Agreement. All actions to be undertaken by the Agent in the United States in connection with the matters contemplated herein shall be undertaken through a duly registered U.S. broker-dealer Affiliate (the “**U.S. Affiliate**”) or a U.S. registered broker-dealer that is a member of the selling group engaged in connection with such offer or sale.

2.3 **Filings.** BISP hereby agree to comply with all Applicable Securities Laws on a timely basis in connection with the Offering and undertake to file, or cause to be filed, within the periods stipulated under Applicable Securities Laws, all forms, documents or undertakings required to be filed by BISP in connection with the issue and sale of the Offered Securities so that the distribution of the Offered Securities

may lawfully occur without the necessity of filing a prospectus, a registration statement or other offering document with any Securities Regulator in the Selling Jurisdictions, and the Agent agrees to assist BISP in all reasonable respects to secure compliance with all regulatory requirements in connection with the Offering. All fees payable in connection with such filings shall be paid by the respective Corporation.

2.4 **Solicitation of Orders.** Neither the Corporations nor the Agent shall: (i) provide to prospective purchasers of the Offered Securities any document or other material, other than the Investor Presentation or other material approved by the Agent and the Corporations in writing, that would constitute an offering memorandum or “future-oriented financial information” within the meaning of Applicable Securities Laws; or (ii) engage in any form of general solicitation or general advertising in connection with the offer and sale of the Offered Securities, including but not limited to, causing the sale of the Offered Securities to be advertised in any newspaper, magazine, printed public media, printed media, or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Offered Securities whose attendees have been invited by general solicitation or advertising.

3. **The Transaction and Regulatory Filings**

3.1 The Corporations, as applicable, shall use their commercially reasonable efforts to: (a) take all actions reasonably necessary or required to complete the Transaction as soon as practicable and, in any event, on or before the Escrow Release Deadline; (b) take all actions reasonably necessary to ensure that the TSXV Listing Approval is obtained prior to the Escrow Release Deadline; and (c) prepare and, to the extent required, file all documents required by Securities Regulators in connection with the Transaction, the issuance and sale of the Subscription Receipts by BISP, the issuance of the Units in connection with the Unit Offering, the issuance of the BISP Securities upon the conversion of the Subscription Receipts, and the issuance of the Resulting Issuer Shares and Resulting Issuer Warrants upon exchange of the BISP Securities, in each case so as to permit and enable such securities to be lawfully distributed on a prospectus exempt basis in the Selling Jurisdictions in accordance with this Agreement and the Subscription Agreements. The Corporations shall allow and assist the Agent and their counsel to participate fully in the preparation of, and to approve the form of all documentation required in respect of the Offering. The Corporations will permit and provide the Agent and its counsel with a reasonable opportunity to review and provide comments on any documents prepared in connection with the Transaction (and the Corporations shall accept all comments provided by the Agent which the Corporations consider reasonable).

4. **Representations, Warranties, and Covenants of the Agent**

4.1 The Agent hereby represents, warrants, and covenants to the Corporations that (and will use its commercially reasonable efforts to cause any members of its selling groups to):

- (a) it will conduct activities in connection with arranging for the sale and distribution of the Offered Securities in compliance with all Applicable Securities Laws and the provisions of this Agreement;
- (b) it has not and will not, directly or indirectly, sell or solicit offers to purchase the Offered Securities or distribute or publish any offering circular, prospectus, form of application, advertisement, or other offering materials in any country or jurisdiction so as to require registration of the Offered Securities or filing of a prospectus or similar document with respect thereto or compliance by the Corporations with regulatory requirements (including any continuous disclosure obligations or similar reporting obligations) under the Applicable Securities Laws;

- (c) it is a valid and subsisting corporation under the law of the jurisdiction in which it was incorporated and has good and sufficient power and authority to enter into this Agreement and complete the transactions under this Agreement on the terms and conditions set forth herein;
- (d) it will provide to the Corporations all necessary information in respect of the Agent (and will use its commercially reasonable efforts to provide to the Corporations all necessary information in respect of the Purchasers and the selling group members) to allow the Corporations to file, with the Securities Regulators, reports of the sale of the Offered Securities in accordance with Applicable Securities Laws
- (e) it will obtain from each Purchaser an executed Subscription Agreement (including all certifications, forms, and other documentation contemplated thereby) and all other applicable forms, reports, undertakings and documentation required under Applicable Securities Laws or required by the Corporations, acting reasonably;
- (f) it is duly registered pursuant to the provisions of the Applicable Securities Laws and is duly registered or licensed as an investment dealer in those jurisdictions in which it is required to be so registered in order to perform the services contemplated by this Agreement, or if or where not so registered or licensed, it will act only through members of a selling group who are so registered or licensed or, with respect to actions undertaken in the United States and/or with respect to U.S. Purchasers, through a U.S. Affiliate as described in Section 2.2; and
- (g) it acknowledges that the Broker Warrants, the BISP Shares, and the Resulting Issuer Shares (together, the “**Broker Securities**”) have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States. In connection with the issuance of the Broker Securities, the Agent represents, warrants, and covenants that it is acquiring or will acquire the Broker Securities as principal for its own account and not for the benefit of any other person. The Agent represents, warrants, and covenants that: (i) it is not in the United States or a U.S. Person and is not acquiring and will not acquire the Broker Securities on behalf of a U.S. Person or a person located in the United States; and (ii) this Agreement was executed and delivered outside the United States. The Agent acknowledges and agrees that the Broker Warrants may not be exercised in the United States or by or on behalf or for the benefit of a U.S. Person or a person in the United States, unless such exercise is not subject to, or is exempt from, registration under the U.S. Securities Act and applicable U.S. state securities laws. The Agent agrees that it will not engage in any Directed Selling Efforts with respect to any Broker Securities, and will not offer or sell any Broker Securities in the United States except in compliance with an exemption from the registration requirements of the U.S. Securities Act and all applicable U.S. state securities laws.

5. **Covenants of the Corporations**

5.1 Each of the Corporations, individually and without liability for the other, hereby covenants to the Agent, the U.S. Affiliates, and to the Purchasers, as applicable, and acknowledge that each of them is relying on such covenants in connection with the purchase of the Offered Securities and the completion of the Offering, as follows:

- (a) BISP shall duly execute and deliver, at or prior to the Closing Time, the Subscription Agreements (subject to the applicable rights to accept or reject a subscription, in whole or in part), the Subscription Receipt Agreement, the Warrant Indenture, and the certificates evidencing the Offered Securities (if any), and comply with and satisfy all terms, conditions, and covenants therein contained to be complied with or satisfied by BISP;
- (b) the Corporations shall use their commercially reasonable efforts to fulfill, at or prior to the Closing Time, each of the conditions set out in Section 10.1;
- (c) the Corporations shall deliver to the Agent copies of all material correspondence and other written communications between the Corporations and the TSXV, and between the Corporations and the Securities Regulators, relating to the Offering and the Transaction and will generally keep the Agent apprised of the progress and status of, including all favourable and materially adverse developments relating to the Offering or the Transaction;
- (d) BISP shall ensure that the Subscription Receipts shall be duly and validly created, authorized, and issued on payment of the Offering Price therefor, and shall have attributes corresponding in all material respects to the description thereof set forth in this Agreement, the Subscription Agreements, and the Subscription Receipt Agreement;
- (e) prior to the completion of the Transaction, BISP shall: (i) have a sufficient number of BISP Shares authorized and allotted for issuance pursuant to the Subscription Receipts and shall ensure that the BISP Shares, upon issuance, are duly and validly issued as fully paid and non-assessable BISP Shares; (ii) authorize for issuance the Warrants issuable pursuant to the Subscription Receipts and shall have attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Warrant Indenture; and (iii) have a sufficient number of Unit Shares authorized and allotted for issuance upon the full exercise of the Warrants and shall ensure that such Unit Shares, upon issuance, are duly and validly issued as fully paid and non-assessable common shares in the capital of BISP;
- (f) BISP shall duly execute and deliver, at or prior to the Closing Time, the Broker Warrant Certificates issuable in connection with the Offering and ensure that such Broker Warrants shall be duly and validly created, authorized, and issued, and shall have attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Broker Warrant Certificates;
- (g) prior to the completion of the Transaction, Stamper shall: (i) have a sufficient number of Resulting Issuer Shares authorized and allotted for issuance: (A) upon completion of the exchange of the outstanding securities of BISP following the Escrow Release for securities of the Resulting Issuer (including but not limited to in respect of the Resulting Issuer Shares and Resulting Issuer Warrants issuable upon exchange of the BISP Securities); (B) upon full exercise of the Resulting Issuer Warrants; and (C) upon full exercise of the Broker Warrants issuable in connection with the Offering; and (ii) authorize for issuance the Resulting Issuer Warrants issuable upon exchange of the Warrants;

- (h) Stamper shall ensure that the Resulting Issuer Shares and the Resulting Issuer Warrant Shares issued in compliance with the terms of this Agreement, the Subscription Agreements, the Subscription Receipt Agreement, the Warrant Indenture, the Broker Warrant Certificates, and the Definitive Agreement, are duly and validly issued as fully paid and non-assessable common shares of the Resulting Issuer, and shall have the attributes corresponding in all material respects to the description thereof set forth in this Agreement, the Subscription Agreements, the Subscription Receipt Agreement, the Warrant Indenture, the Broker Warrant Certificates, and the Definitive Agreement;
- (i) Stamper shall ensure that the Resulting Issuer Warrants issued in compliance with the terms of this Agreement, the Subscription Agreements, the Subscription Receipt Agreement, the Warrant Indenture, are duly and validly created and shall have the attributes corresponding in all material respects to the description thereof set forth in this Agreement, the Subscription Agreements, the Subscription Receipt Agreement, the Warrant Indenture, and the certificates evidencing the Resulting Issuer Warrants (if any);
- (j) the Corporations will comply with the terms of the Subscription Receipt Agreement and the Warrant Indenture, to the extent applicable to each Corporation;
- (k) the Corporations shall not amend, modify, delete or waive any material provision of the Definitive Agreement without the prior written consent of the Agent, such consent not to be unreasonably withheld or delayed;
- (l) the Resulting Issuer shall use the net proceeds of the Offering to fund the Resulting Issuer's operations and for general working capital purposes, which is consistent with that described in the Investor Presentation;
- (m) the Corporations shall retain: (i) the Subscription Receipt Agent or a substituted licensed trust company acceptable to the Agent, acting reasonably, as subscription receipt agent in respect of the Subscription Receipts; and (ii) the Warrant Agent or a substituted licensed trust company acceptable to the Agent, acting reasonably, as warrant agent in respect of the Warrants and the Resulting Issuer Warrants;
- (n) the Corporations, and following the completion of the Transaction, the Resulting Issuer, shall not issue or sell any Resulting Issuer Shares or financial instruments convertible or exchangeable into Resulting Issuer Shares, other than: (i) for purposes of incentive stock options, restricted stock units or any other equity incentive compensation securities issued or to be issued to employees, directors, officers, or consultants, of the Corporations, as applicable; (ii) to satisfy existing instruments of the Resulting Issuer already issued by either BISP or Stamper as of the date of the Engagement Letter; or (iii) in connection with an arm's length acquisition (including to acquire assets or intellectual property rights) of either BISP or Stamper for a period of ninety (90) days from the Closing Date, without the prior written consent of the Agent, such consent not to be unreasonably withheld;
- (o) BISP shall cause each of its directors, officers, and any shareholders expected to hold greater than ten percent (10%) of the shares of the Resulting Issuer to execute and deliver lock-up agreements in the form of Schedule "B" attached to this Agreement at or prior to the Closing Time, in accordance with Section 10.1(n);

- (p) BISP shall cause each of the BISP Lenders to subject all of their securities of BISP to be subject to the following voluntary pooling effective as of the Closing Date: (i) 50% of such securities released on February 28, 2026; (ii) the remaining 50% of such securities released on May 31, 2026 (the “**BISP Lenders’ Voluntary Pooling**”), including for certainty, any Units issued pursuant to the Debt Settlement Transaction. BISP and Stamper shall ensure that all certificates or other evidence of ownership of the Resulting Issuer Shares and the Resulting Issuer Warrants issuable on exchange of any BISP securities held by such BISP Lenders for securities of Stamper pursuant to the Transaction remain subject to the BISP Lenders’ Voluntary Pooling;
- (q) the Corporations shall use their commercially reasonable efforts to ensure the TSXV Listing Approval is obtained prior to the Escrow Release Deadline;
- (r) in the event of a Termination Event, BISP shall remit the Shortfall Amount, if any, to the Subscription Receipt Agent forthwith following provision of the termination notice in accordance with the terms of the Subscription Receipt Agreement;
- (s) the Corporations shall use their commercially reasonable efforts to have executed and delivered all such agreements and other instruments as are necessary to give effect to the Transaction (including those in respect of Stamper Subco) as soon as reasonably possible following the Closing Date;
- (t) the Corporations shall use their commercially reasonable efforts to obtain all consents, including approvals, Permits, authorizations, or filings as may be required under applicable corporate laws and Applicable Securities Laws or otherwise necessary for the execution and delivery of and the performance by the Corporations of their obligations under the Transaction Documents, as applicable; and
- (u) the Corporations shall forthwith notify the Agent of any breach of any covenant contained in the Transaction Documents by any party thereto, or upon it becoming aware that any representation or warranty of the Corporations contained in the Transaction Documents is or has become untrue or inaccurate in any material respect.

6. **Material Changes**

6.1 During the period from the date hereof to the earlier to occur of: (i) the completion of the Transaction; and (ii) the Escrow Release Deadline, the Agent will be kept fully informed of all material changes affecting the Corporations and the Corporations shall, upon becoming aware of same, promptly notify the Agent (and, if requested by the Agent, confirm such notification in writing) of:

- (a) any material change (actual, anticipated, contemplated or threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Corporations or their subsidiaries or affiliates, as the case may be, or on the market price or value of the Offered Securities or other securities of the Corporations;
- (b) any material fact which has arisen and would have been required to have been stated in the Investor Presentation in respect of the Corporations had the fact arisen on, or prior to, the date of such document or that could reasonably be expected to be relevant to potential Purchasers;

- (c) any notice by any judicial or regulatory authority requesting any information, meeting, or hearing relating to the Corporations and their respective affairs, the Offering or the Transaction, other than in those in the ordinary course relating to the Transaction; or
- (d) any change in any material fact contained in the Investor Presentation or any amendments or supplements thereto, in respect of the Corporations which change is, or may be, of such a nature as to result in a misrepresentation in the Investor Presentation or which would result in the Investor Presentation not complying (to the extent that such compliance is required) with Canadian Securities Laws.

During the period from the date hereof to the completion of the Transaction, the Corporations shall promptly, and in any event, within any applicable time limitation, comply with all applicable filing and other requirements under Canadian Securities Laws as a result of such change. The Corporations shall in good faith discuss with the Agent any fact or change in circumstances (actual, anticipated, contemplated or threatened, financial or otherwise) which is of such a nature that there is reasonable doubt as to whether notice need be given to the Agent pursuant to this Section 6. Unless advised otherwise, the Agent will be entitled to assume that there has been no material change in any information provided by the Corporations and will be entitled to rely thereon.

7. Representations and Warranties of Stamper

7.1 Stamper hereby represents and warrants to the Agent, the U.S. Affiliates, and the Purchasers, as applicable, and acknowledges that each of them is relying on such representations and warranties in connection with the purchase of the Offered Securities and the completion of the Offering, as follows:

- (a) **Corporate Existence.** Stamper is a company duly incorporated, validly existing, and in good standing under the laws of the Province of British Columbia. No proceedings have been taken or authorized by Stamper in respect of the bankruptcy, reorganization, insolvency, liquidation, dissolution, or winding up of Stamper.
- (b) **Subsidiary.** Stamper Subco is a corporation duly incorporated, validly existing, and in good standing under the laws of the Province of British Columbia and no proceedings have been taken or authorized by Stamper in respect of the bankruptcy, reorganization, insolvency, liquidation, dissolution, or winding up of Stamper Subco. Stamper is the registered and beneficial owner of all of the issued and outstanding common shares of Stamper Subco and Stamper does not otherwise own or hold, directly or indirectly, any securities of, or have any interest in, any corporation, partnership, joint venture, or other entity. Stamper Subco will not own or hold, directly or indirectly, any securities of, or have any interest in, any corporation, partnership, joint venture, or other entity.
- (c) **Private Issuer.** Stamper Subco is not, and is not expected to be, a reporting issuer in any jurisdiction in Canada and there will be no published market in respect of any securities of Stamper Subco.
- (d) **Capacity and Power.** Stamper has the requisite corporate power and authority and capacity to own or lease its assets and carry on its business as currently being conducted and as contemplated to be carried on and to enter into and perform its obligations under each of the Transaction Documents to which it is a party, including but not limited to the creation and issuance of the Resulting Issuer Securities.

- (e) **Binding Obligation.** The execution, delivery, and performance of its obligations under each of the Transaction Documents to which Stamper is a party by Stamper and the consummation by it of the transactions contemplated hereby and thereby, including but not limited to the creation and issuance of the Resulting Issuer Securities, has been duly and validly authorized by all necessary corporate action, and no further consent or authorization of the board of directors or shareholders of Stamper is, nor will be, required. Each of the Transaction Documents to which Stamper is a party constitutes a valid and binding obligation of Stamper, enforceable against Stamper in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership, or other laws of general application limiting the enforcement of creditors' rights generally and by the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.
- (f) **Definitive Agreement.** Stamper confirms that the representations and warranties of Stamper contained in this Agreement and in the Definitive Agreement, a true copy of which has been provided to the Agent, are true and correct in all material respects, as of the date given subject to the qualifications set out therein and the Agent and the Purchasers are entitled to rely on such representations and warranties as if they were a party to such agreement.
- (g) **Absence of Conflict.** None of the execution and delivery of the Transaction Documents to which it is a party, the performance of the obligations of Stamper hereby or thereby, or the completion of the Offering or the Transaction will:
- (i) result in or constitute a breach of any terms or provision of, or constitute a default under, the notice of articles or articles of Stamper, or any agreement or other commitment to which Stamper is a party or by which Stamper is bound;
 - (ii) constitute an event which would permit any party to any Material Agreement with Stamper to terminate such Material Agreement;
 - (iii) result in the creation or imposition of any Encumbrance on the Stamper Shares or the Resulting Issuer Shares; or
 - (iv) result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both): (A) any statute, rule, or regulation applicable to Stamper, including under Canadian Securities Laws, (B) the constating documents or resolutions of Stamper which are in effect at the date hereof, (C) any mortgage, note, indenture, contract, agreement, partnership, instrument, or other document to which Stamper is a party or by which it is bound, or (D) any judgment, decree, or order binding on Stamper.
- (h) **Constating Documents.** All of the constating documents of Stamper have been made available to the Agent and are in full force and effect, and no actions have been taken, and no changes are planned to further amend such constating documents.
- (i) **Description of Assets.** The description of the assets and liabilities (absolute, accrued, contingent or otherwise) of Stamper and Stamper Subco set forth in the Stamper Financial Statements fairly represents, in accordance with IFRS, applied on a basis consistent with prior periods, the financial position and condition of Stamper and

Stamper Subco (taken as a whole) at the dates thereof and reflects all known material liabilities (absolute, accrued, contingent, or otherwise) of Stamper and Stamper Subco, on a consolidated basis, as at the dates thereof and do not omit to state any material fact that is required by applicable generally accepted accounting principles or by applicable laws to be stated or reflected therein or which is necessary to make the statements contained therein not misleading.

- (j) **Regulatory Approvals.** Other than approvals required as part of the satisfaction of the Escrow Release Conditions, the Definitive Agreement, and the Rock Oil Agreement, no authorization, approval, order, consent of, or filing with, any Governmental Entity is or will be, to the best of the knowledge of Stamper, required on the part of Stamper in connection with the execution, delivery, and performance of its obligations under the Transaction Documents to which it is a party.
- (k) **Compliance with Laws.** Stamper has conducted and is conducting its business in compliance in all material respects with applicable laws (including specifically consumer protection legislation) in each jurisdiction in which Stamper carries on business and Stamper holds all material licences, registrations, and qualifications in all jurisdictions in which Stamper carries on business, which are necessary or desirable to carry on the business of Stamper, as now conducted and as presently proposed to be conducted under the Transaction Documents to which it is a party.
- (l) **Authorized and Issued Capital.** The authorized share capital of Stamper consists of an unlimited number of Stamper Shares. As of the date hereof, there are: (i) 42,847,774 Stamper Shares; (ii) 285,000 Stamper stock options (the “**Stamper Options**”); and (iii) 39,656,134 Stamper Share purchase warrants (the “**Stamper Share Purchase Warrants**”) validly issued and outstanding. Other than the Stamper Options issued pursuant to the incentive option plan of Stamper, and the Stamper Share Purchase Warrants, as noted above, and any Resulting Issuer Securities under the Transaction, there are no other warrants, conversion privileges, calls, or other rights, shareholder rights plans, agreements, arrangements, commitments, or obligations of Stamper to issue or sell any Stamper Shares or securities or obligations of any kind convertible into or exchangeable for or otherwise carrying the right or obligation to acquire any Stamper Shares, and there are no outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements, or commitments of Stamper, and no person is entitled to any pre-emptive or other similar right granted by Stamper.
- (m) **Pre-Emptive Rights.**
 - (i) No shareholder of Stamper is entitled to pre-emptive rights or registration rights;
 - (ii) Stamper is not a party to any agreement granting registration or anti-dilution rights to any person with respect to any of its equity or debt securities; and
 - (iii) Stamper is not a party to, and Stamper does not have any knowledge of, any agreement restricting the voting or transfer of any Stamper Shares, other than pursuant to the terms of this Agreement and the transactions contemplated hereby.
- (n) **Due Registration and Compliance.** Stamper is a “reporting issuer” in good standing in the provinces of British Columbia and Alberta. Stamper is in compliance with all continuous disclosure and other applicable laws and the Stamper Disclosure

Documents did not contain any misrepresentation as of the date such information included in any Stamper Disclosure Document. No securities commission or other authority of any government or self-regulatory organization has issued any order preventing the Transaction or the trading of any securities of Stamper, other than the trading halt implemented by the TSXV in connection with the Transaction.

- (o) **Prior Issuances of Securities; No Foreign Registration; No Cease Trade Orders.**
 - (i) The offer and sale of all Stamper Shares, convertible securities, rights, warrants, or options of Stamper issued and outstanding as of the date of this Agreement have been made in compliance with all Applicable Securities Laws;
 - (ii) Stamper is not required to file periodic reports with the SEC pursuant to the U.S. Exchange Act; and
 - (iii) Other than the trading halt implemented by the TSXV in connection with the Transaction, no order ceasing or suspending trading in any securities of Stamper, prohibiting the sale of securities of Stamper or the trading of Stamper's issued securities is issued and outstanding and, to the best of the knowledge of Stamper, no proceedings for such purpose are pending, threatened, or contemplated.
- (p) **No Voting Trust, Etc.** Except for any statutorily required hold periods and the voluntary pooling entered into by all securityholders of Stamper who participated in the March 7, 2025 private placement of Stamper securities (the "**Stamper Pre-Acquisition Seed Round Voluntary Pooling**") representing an aggregate of 33,777,774 Stamper Shares (the "**Stamper Pre-Acquisition Seed Round**"), none of the issued and outstanding Stamper Shares are, to the best of the knowledge of Stamper, subject to escrow restrictions, pooling arrangements, or voting trusts, whether voluntary or involuntary. All of the Resulting Issuer Shares to be issued to such Stamper Pre-Acquisition Seed Round securityholders will remain subject to the Stamper Pre-Acquisition Seed Round Voluntary Pooling and all Resulting Issuer Shares and Resulting Issuer Warrants to be issued to the BISP Lenders will be subject to the BISP Lenders' Voluntary Pooling.
- (q) **Non-Arm's Length Loans; Loan to Insiders, Etc.** Stamper has made no payment or loan to, or borrowed any funds from, or is otherwise indebted to, any officer, director, employee, shareholder, or any other person not dealing at arm's length with Stamper, other than as disclosed in the Stamper Financial Statements. Stamper is not a party to any Material Agreement with any officer, director, employee, shareholder, or any other person not dealing at arm's length with Stamper, other than as disclosed in the Stamper Financial Statements.
- (r) **Books and Records.** The Books and Records and minute books of Stamper are maintained substantially in accordance with all applicable laws and the minute books and the responses to all of the due diligence requests of the Agent in respect of the Transaction and the Offering are complete and accurate in all material respects. The data room made available to the Agent contains accurate copies of all material documents of Stamper, including the documents requested by the Agent, and there are no material omissions.
- (s) **Financial Statements.**

- (i) The Stamper Financial Statements have been prepared in accordance with IFRS and present fairly the assets and liabilities (whether accrued, absolute, contingent, or otherwise) and the financial condition of Stamper as at the respective dates of such financial statements; and
- (ii) There has not been any reportable event (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators) with the auditor of Stamper.
- (t) **Taxes.** Stamper has filed, or will file prior to the completion of the Transaction, all tax returns, and has withheld or collected and remitted or will withhold or collect and remit all amounts to be withheld or collected and remitted with respect to any Taxes as required under all applicable Tax Laws. There are no actions, suits or proceedings, in progress, pending, or, to the best of the knowledge of Stamper threatened, in connection with any Taxes. The provisions for Taxes shown on the Stamper Financial Statements are sufficient for the payment of all accrued and unpaid Taxes for all periods up to the end of the most recent financial period addressed in the Stamper Financial Statements.
- (u) **Absence of Changes.** Since the most recent balance sheet and statement of loss included in the Stamper Financial Statements, there has not been:
 - (i) any change in the financial condition, operations, results of operations, or business of Stamper that has had a Material Adverse Effect nor has there been any occurrence or circumstances which, with the passage of time, might reasonably be expected to have a Material Adverse Effect; or
 - (ii) any damage, destruction or loss, labour trouble, or other event, development, or condition of any character (whether or not covered by insurance) suffered by Stamper which has had, or may reasonably be expected to have, a Material Adverse Effect.
- (v) **Absence of Undisclosed Liabilities.** Stamper does not have any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent, or otherwise), including under any guarantee of any debt except to the extent reflected or reserved in the Stamper Financial Statements.
- (w) **Absence of Unusual Transactions.** Since the most recent balance sheet and statement of loss included in the Stamper Financial Statements:
 - (i) Stamper has conducted its business only in the usual, ordinary and regular course and consistent with past practice;
 - (ii) no liability or obligation of any nature, other than those related to the Transaction and the Offering, whether absolute, accrued, contingent, or otherwise that has had or is reasonably likely to have a Material Adverse Effect, has been incurred; and
 - (iii) no event that has had or is reasonably likely to have a Material Adverse Effect has occurred.

- (x) **Management Contracts.** Stamper is not a party to any written management contract or employment agreement, including, without limitation, any contract which provides for a right of payment in the event of a change of control of Stamper.
- (y) **Material Agreements.** Stamper is not a party to any Material Agreement other than in respect of the agreements relating to the Transaction and the Offering.
- (z) **Litigation.** There are no actions, suits, grievances, or proceedings, whether judicial, arbitral, or administrative, and whether or not purportedly on behalf of Stamper, pending, commenced, or, to the best of the knowledge of Stamper, pending, threatened, or contemplated in respect of Stamper. There is no outstanding judgment, decree, order, ruling, or injunction involving Stamper or relating in any way to the Transaction or the Offering.
- (aa) **No Expropriation.** No property or asset of Stamper has been taken or expropriated by any Governmental Entity and no notice or proceeding in respect of any such expropriation has been given or commenced nor is there any intent or proposal to give any such notice or commence any such proceeding.
- (bb) **Public Filings.** All public disclosures and filings required to be made by Stamper under Applicable Securities Laws have been made and filed by Stamper as of the date hereof. As of their respective dates, the Stamper Disclosure Documents complied in all material respects with the then applicable requirements of the Canadian Securities Laws and, at the respective times they were filed, none of the Stamper Disclosure Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make any statement therein, in light of the circumstances under which it was made, not misleading. Stamper has not filed any confidential disclosure reports which as of the date hereof are still maintained on a confidential basis or have not become public knowledge.
- (cc) **Corruption.** None of Stamper nor any director, officer, or, to the best of the knowledge of Stamper, agent, employee, or other person acting on behalf of Stamper has, in the course of its actions for, or on behalf of, Stamper: (i) used any corporate funds for any unlawful contribution, gift, entertainment, or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. *Foreign Corrupt Practices Act of 1977*, as amended or the *Corruption of Foreign Public Officials Act (Canada)*; or (iv) made other unlawful payment to any foreign or domestic government official or employee.
- (dd) **Anti-Money Laundering.** The operations of Stamper are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations, or guidelines, issued, administered, or enforced by any applicable Governmental Entity (collectively, the “**Applicable Anti-Money Laundering Laws**”) and no action, suit, or proceeding by or before any Governmental Entity involving Stamper with respect to Applicable Anti-Money Laundering Laws is pending or, to the best of the knowledge of Stamper, threatened.

- (ee) **Forward-Looking Information.** All forward-looking information and statements of Stamper contained in the Investor Presentation and the assumptions underlying such information and statements, subject to any qualifications contained therein, are or will be reasonable in the circumstances as at the date on which such statements and assumptions were made.
- (ff) **Market Data.** The market, industry and economic related data included in the Investor Presentation was derived from sources which Stamper reasonably believed to be accurate, reasonable, and reliable as of the date of such Investor Presentation, and such data was consistent with the sources from which it was derived.
- (gg) **Audit Committee:** To the best of the knowledge of Stamper, its audit committee's responsibilities and composition comply with National Instrument 52-110 – *Audit Committees* as such instrument applies to “venture issuers”.

8. Representations and Warranties of BISP

8.1 BISP hereby represents and warrants to the Agent, the U.S. Affiliates, and the Purchasers, and acknowledges that each of them is relying on such representations and warranties in connection with the purchase of the Offered Securities and the completion of the Offering, as follows:

- (a) **Corporate Existence.** BISP is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia. No proceedings have been taken or authorized by BISP in respect of the bankruptcy, reorganization, insolvency, liquidation, dissolution, or winding up of BISP.
- (b) **Subsidiaries.** BISP currently has no other subsidiaries, and holds no shares or other ownership, equity, or proprietary interests in any other person.
- (c) **Private Issuer.** BISP is not a reporting issuer in any jurisdiction in Canada and there is no published market in respect of the Subscription Receipts or the BISP Shares.
- (d) **Capacity and Power.** BISP has the requisite corporate power and authority and capacity to own or lease its assets and carry on its business as currently being conducted and as contemplated to be carried on. BISP has the requisite corporate power and authority to enter into and perform its obligations under each of the Transaction Documents to which it is a party (including but not limited to the creation and issuance of the Subscription Receipts, the Unit Shares, and the Warrants issuable upon conversion thereof, and the Broker Warrants issuable in connection with the Subscription Receipt Offering) and the Rock Oil Agreement.
- (e) **Binding Obligation.** The execution, delivery, and performance of its obligations under each of the Transaction Documents to which BISP is a party and the Rock Oil Agreement by BISP and the consummation by it of the transactions contemplated hereby and thereby, including, but not limited to the creation and issuance of the Subscription Receipts, the Unit Shares, and the Warrants issuable upon conversion thereof, and the Broker Warrants issuable in connection with the Subscription Receipt Offering, have been duly and validly authorized by all necessary corporate action, and no further consent or authorization of the board of directors or shareholders of BISP is or will be required. Each of the Transaction Documents to which BISP is a party and the Rock Oil Agreement constitutes a valid and binding obligation of BISP,

enforceable against BISP in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership, or other laws of general application limiting the enforcement of creditors' rights generally and by the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.

- (f) **Definitive Agreement.** BISP confirms that:
- (i) the representations and warranties of BISP contained in this Agreement, the Definitive Agreement, and the Rock Oil Agreement, a true copy of which has been provided to the Agent, are true and correct in all material respects, as of the date given subject to the qualifications set out therein and the Agent and Purchasers are entitled to rely on such representations and warranties as if they are a party to such agreement; and
 - (ii) to the best of the knowledge of BISP, the representations and warranties of Stamper contained in this Agreement, the Definitive Agreement, and the Rock Oil Agreement are true and correct in all material respects, as of the date given subject to the qualifications set out therein.
- (g) **Absence of Conflict.** None of the execution and delivery of the Transaction Documents to which it is a party and the Rock Oil Agreement, the performance of the obligations of BISP hereby or thereby, or the completion of the Offering or the Transaction will:
- (i) result in or constitute a breach of any terms or provision of, or constitute a default under, the notice of articles or articles of BISP, or any agreement or other commitment to which BISP is a party or by which BISP is bound;
 - (ii) constitute an event which would permit any party to any Material Agreement with BISP to terminate such Material Agreement;
 - (iii) result in the creation or imposition of any Encumbrance on the Unit Shares and the Warrants; or
 - (iv) result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both): (A) any statute, rule or regulation applicable to BISP, including under Canadian Securities Laws; (B) the constating documents or resolutions of BISP which are in effect at the date hereof; (C) any mortgage, note, indenture, contract, agreement, partnership, instrument, or other document to which BISP is a party or by which it is bound; or (D) any judgment, decree or order binding on BISP.
- (h) **No Limitations of Business Operations.** BISP is not a party to, or bound, or affected by, any Material Agreement containing any covenant expressly limiting its respective abilities to compete in any line of business, or transfer or move any of its assets or operations.
- (i) **Regulatory Approvals.** Other than approvals required as part of the satisfaction of the Escrow Release Conditions, no authorization, approval, order, consent of, or filing

with, any Governmental Entity is or will be, to the best of the knowledge of BISP, required on the part of BISP or any subsidiary in connection with the execution, delivery, and performance of its obligations under the Transaction Documents to which it is a party.

- (j) **Compliance with Laws.** BISP has conducted and is conducting its business in compliance in all material respects with applicable laws in each jurisdiction in which it carries on business and holds all material licences, registrations, and qualifications in all jurisdictions in which BISP carries on business which are necessary or desirable to carry on its business, as now conducted and as presently proposed to be conducted under the Transaction Documents.
- (k) **Consents.** There is no requirement to obtain any consent, approval or waiver of a party under any Material Agreement to which BISP is a party in order to complete the transactions contemplated by the Transaction Documents.
- (l) **Constating Documents.** The notice of articles and articles of BISP constitute all of the constating documents of BISP and are in full force and effect; no action has been taken, and no changes are planned to amend the notice of articles or articles of BISP, other than in conjunction with the Transaction.
- (m) **Jurisdictions.** BISP is duly licensed, registered, and qualified as a corporation to do business, is up-to-date in the filing of all required corporate returns and other notices and filings and is otherwise in good standing in all material respects, in each jurisdiction in which: (i) it owns or leases property; or (ii) the nature or conduct of its business or any part thereof, or the nature of the property of BISP or any part thereof, makes such qualification necessary to enable the business to be carried on as now conducted and as proposed to be conducted, to enable the property and assets of BISP to be owned, leased and operated by it, except where failure to be so licensed, registered and qualified or to make such filings would not have a Material Adverse Effect on BISP.
- (n) **Authorized and Issued Capital.** BISP is authorized to issue an unlimited number of BISP Shares. As of the date hereof 100 BISP Shares are issued and outstanding. Other than the Subscription Receipts, and the Unit Shares and Warrants issuable upon conversion thereof, the securities issuable under the Unit Offering, and the Broker Warrants, there are no other warrants, conversion privileges, calls, or other rights, shareholder rights plans, agreements, arrangements, commitments, or obligations of BISP to issue or sell any BISP Shares or securities or obligations of any kind convertible into, exchangeable for, or otherwise carrying the right or obligation to acquire any BISP Shares, and there are no outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments of BISP, and no person is entitled to any pre-emptive or other similar right granted by BISP.
- (o) **Pre-Emptive Rights.**
 - (i) No securityholder of BISP is entitled to pre-emptive rights or registration rights;
 - (ii) BISP is not a party to any agreement granting registration or anti-dilution rights to any person with respect to any of its equity or debt securities; and

- (iii) BISP is not a party to, and BISP does not have any knowledge of, any agreement restricting the voting or transfer of any BISP Shares.
- (p) **No Foreign Registration; No Cease Trade Orders.**
 - (i) BISP's securities are not registered with any securities commission or with any Securities Regulator in Canada or other foreign jurisdiction. BISP is not required to file periodic reports with the SEC pursuant to the U.S. Exchange Act.
 - (ii) No order ceasing or suspending trading in any securities of BISP, prohibiting the sale of securities of BISP or the trading of any of BISP's issued securities has been issued and, to the best of BISP's knowledge, no proceedings for such purpose are pending, threatened, or contemplated.
- (q) **No Voting Trust, Etc.** Except for any statutorily required hold periods, none of the issued and outstanding BISP Shares are, to the best of the knowledge of BISP, subject to escrow restrictions, pooling arrangements, or voting trusts, whether voluntary or involuntary.
- (r) **Non-Arm's Length Loans; Loans to Insiders, Etc.** Other than: (i) loans provided from certain insiders and potential promoters of BISP in the aggregate amounts of USD\$520,000 and CAD\$907,000, plus interest, incurred in connection with obtaining the interest in the Namibian Blocks, which aggregate amount of CAD\$1,651,511 (inclusive of principal and interest) has been repaid pursuant to the Debt Settlement Transaction and of which CAD\$3,297.75 remains outstanding and will be paid in cash upon completion of the Transaction; and (ii) liabilities and obligations incurred in the ordinary and regular course of business which do not exceed \$25,000 in the aggregate, BISP has not made any payment or loan to, or borrowed any funds from, or is otherwise indebted to, any officer, director, employee, shareholder, or any other person not dealing at arm's length with BISP. BISP is not a party to any Material Agreement with any officer, director, employee, shareholder, or any other person not dealing at arm's length with BISP.
- (s) **Debt Settlement Transaction.** The Debt Settlement Transaction has been completed in accordance with all applicable laws and, other than the loans outstanding to certain persons as disclosed in Section 8.1(r), there are no outstanding payments or loans to, or borrowed funds from, or otherwise indebtedness owing to, any officer, director, employee, shareholder, the promoter, or any other person not dealing at arm's length with BISP. Additionally, the assignment of debt from 5043891 Ontario Ltd. to Robert Dubeau was completed in accordance with all applicable laws and following such assignment on July 25, 2025, BISP had no amounts owing to 5043891 Ontario Ltd.
- (t) **Books and Records.** The Books and Records and minute books of BISP are maintained substantially in accordance with all applicable laws and the minute books and the responses to all of the due diligence requests of the Agent in respect of the Transaction and the Offering are complete and accurate in all material respects.
- (u) **Taxes.** BISP has withheld or collected and remitted all amounts to be withheld or collected and remitted with respect to any Taxes as required under all applicable Tax Laws and have established an adequate reserve for those Taxes not yet due and payable. There are no actions, suits, or proceedings, in progress, pending, or, to the best of the

knowledge of BISP, threatened against BISP, in connection with any Taxes. BISP's provisions for Taxes are sufficient for the payment of all accrued and unpaid Taxes.

- (v) **Absence of Changes.** Since the date of incorporation, there has not been:
 - (i) any change in the financial condition, operations, results of operations, or business of BISP that has had a Material Adverse Effect nor has there been any occurrence or circumstances which, with the passage of time, might reasonably be expected to have a Material Adverse Effect; or
 - (ii) any damage, destruction or loss, labour trouble, or other event, development or condition of any character (whether or not covered by insurance) suffered by BISP which has had, or may reasonably be expected to have, a Material Adverse Effect.
- (w) **Absence of Undisclosed Liabilities.** BISP does not have any material liabilities or obligations either direct or indirect, matured or unmatured, absolute, contingent, or otherwise that exceed \$20,000, which:
 - (i) have not heretofore been paid or discharged;
 - (ii) did not arise in the regular and ordinary course of business under any agreement, contract, commitment, lease, or plan; and
 - (iii) have not been incurred in amounts and pursuant to practices consistent with past business practice, in or as a result of the regular and ordinary course of its business since the date of incorporation.
- (x) **Absence of Unusual Transactions.** Since the date of incorporation, other than in respect of the Definitive Agreement and the Rock Oil Agreement:
 - (i) BISP have conducted their business only in the usual, ordinary and regular course and consistent with past practice;
 - (ii) no liability or obligation of any nature, other than those related to the Transaction and the Offering, whether absolute, accrued, contingent, or otherwise that has had or is reasonably likely to have a Material Adverse Effect, has been incurred; and
 - (iii) no event that has had or is reasonably likely to have a Material Adverse Effect has occurred.
- (y) **Material Agreements.** BISP is not a party to any Material Agreement other than in respect of the agreements relating to the Transaction, the Rock Oil Agreement, and the Offering.
- (z) **Litigation.** There are no actions, suits, grievances, or proceedings, whether judicial, arbitral, or administrative, and whether or not purportedly on behalf of BISP, pending, commenced, or, to the best of the knowledge of BISP, pending, threatened or contemplated in respect of BISP. There is no outstanding judgment, decree, order, ruling, or injunction involving BISP or relating in any way to the Transaction or the Offering.

- (aa) **No Expropriation.** To the best of the knowledge of BISP, no property or asset of BISP nor the assets contemplated to be acquired pursuant to the Rock Oil Acquisition has been taken or expropriated by any Governmental Entity and no notice or proceeding in respect of any such expropriation has been given or commenced nor is there any intent or proposal to give any such notice or commence any such proceeding.
- (bb) **Corruption.** None of BISP nor any director, officer, or, to the best of the knowledge of BISP, agent, employee or other person acting on behalf of BISP has, in the course of its actions for, or on behalf of, BISP: (i) used any corporate funds for any unlawful contribution, gift, entertainment, or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. *Foreign Corrupt Practices Act of 1977*, as amended or the *Corruption of Foreign Public Officials Act* (Canada); or (iv) made other unlawful payment to any foreign or domestic government official or employee.
- (cc) **Anti-Money Laundering.** The operations of BISP are and have been conducted at all times in compliance with Applicable Anti-Money Laundering Laws and no action, suit, or proceeding by or before any Governmental Entity involving BISP with respect to Applicable Anti-Money Laundering Laws is pending or, to the best of the knowledge of BISP, threatened.
- (dd) **Forward-Looking Information.** All forward-looking information and statements of BISP contained in the Investor Presentation and the assumptions underlying such information and statements, subject to any qualifications contained therein, are or will be reasonable in the circumstances as at the date on which such statements and assumptions were made.
- (ee) **Market Data.** The market, industry, and economic related data included in the Investor Presentation are or will be derived from sources which BISP reasonably believes to be accurate, reasonable, and reliable, and such data is or will be consistent with the sources from which it was derived.
- (ff) **Escrow Release Conditions.** to the best of the knowledge of BISP, no event has occurred which is reasonably likely to prevent the Escrow Release Conditions from being satisfied on or before the Escrow Release Deadline.
- (gg) **Public Disclosures and Filings.** BISP represents and warrants that all public disclosures and filings required to be made by BISP by applicable Canadian Securities Laws have been made and filed by BISP as of the date hereof.
- (hh) **No Restrictions on Activities.** Upon completion of the transaction contemplated in the Rock Oil Agreement, BISP does not anticipate that there will be any restrictions imposed by any applicable law or by agreement which materially conflict with the proposed operation, exploration, and/or development of the Namibian Oil Project Assets.
- (ii) **Business and Assets/Corporate Power.** To the best of the knowledge of BISP, the only business (the “**Oil Projects Business**”) carried on by Rock Oil consists of the ownership of the Namibian Oil Project Assets and the books and records appertaining thereto.

- (jj) **Rock Oil Agreement.** To the best of the knowledge of BISP, the representations and warranties of the Original Seller and Vega in the Rock Oil Agreement are true and correct in all material respects, or in all respects if already qualified by materiality, as of the date hereof, unless such a representation or warranty was provided as of a particular date, in which case it shall have been true and correct in all material respects, or in all respects if already qualified by materiality, as of such date. The Rock Oil Agreement has not been terminated or amended nor have any terms and conditions thereof been waived, in each case in a manner that would be materially adverse to the terms and conditions upon which BISP is effecting the Rock Oil Acquisition.
- (kk) **Government Relationships.** Upon completion of the Rock Oil Acquisition, BISP reasonably expects to maintain, a good relationship with all Governmental Entities in Namibia. To the best of the knowledge of BISP, there exists no condition or state of fact or circumstances in respect thereof, that, upon completion of the Rock Oil Acquisition and the Transaction, would prevent BISP from indirectly conducting the Oil Projects Business proposed to be conducted, indirectly, by the Resulting Issuer following the completion of the Rock Oil Acquisition and the Transaction.
- (ll) **Change in Legislation.** BISP is not aware of any legislation, regulation, or change in government position published or contemplated by a legislative body or Governmental Entity, which it anticipates will materially and adversely affect the business (as proposed to be carried on, indirectly, by the Resulting Issuer on completion of the Rock Oil Acquisition and the Transaction), affairs, operations, assets, liabilities (contingent or otherwise), or prospects of BISP on a consolidated basis.
- (mm) **Scientific and Technical Information.** The Namibian Report complies in all material respects with the requirements of NI 51-101, including the information contained therein relating to scientific and technical information, and, to the best of the knowledge of BISP, there have been no material adverse changes to such scientific or technical information since the date of such report. The Namibian Report is the sole “current” report with respect to the Namibian Oil Project Assets for the purposes of NI 51-101. The information set forth in the Namibian Report has been reviewed and verified by BISP or independent consultants to BISP and has been prepared in accordance with NI 51-101.

9. Representations and Warranties of the Corporations

9.1 Each of the Corporations hereby severally, and neither jointly nor jointly and severally, represents and warrants to the Agent, the U.S. Affiliates, and the Purchasers, and acknowledges that each of them is relying on such representations and warranties in connection with the purchase of the Offered Securities and the completion of the Offering, as follows:

- (a) **Finder’s Fees.** Other than as disclosed to the Agent and in respect of the Agent under the Offering, it has not retained any financial advisor, broker, agent or finder, or paid or agreed to pay any financial advisor, broker, agent or finder in connection with the Offering and the Transaction.
- (b) **Purchases and Sales.** Other than in respect of the Transaction and the Offering, it has not approved, is not contemplating and has not entered into any agreement in respect of, nor to the best of the knowledge of the Corporations (in the case of proposed or

planned dispositions of shares by any shareholder, shall refer to actual knowledge without independent investigation):

- (i) the purchase of any material property or assets or any interest therein or the sale, transfer or disposition of any material property or assets or any interest therein currently owned, directly or indirectly, whether by asset sale, transfer of shares or otherwise; or
 - (ii) the change of control, by sale or transfer of shares or sale of all or substantially all of the property and assets of such party.
- (c) **No Restrictions to Compete.** It is not a party to or bound or affected by any commitment, agreement, or document containing any covenant which expressly limits its freedom to compete in any line of business, transfer, or move any of its assets or operations.
- (d) **Insurance.** It maintains policies of insurance in amounts and in respect of such risks as are normal and usual for Corporations of a similar size and business and such policies are in full force and effect as of the date hereof and shall not be cancelled or otherwise terminated as a result of the Transaction or the Offering.
- (e) **Employment Laws.** It is in material compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment, workers' compensation, occupational health and safety, workplace laws, regulations and policies, and pay equity and wages. There are no material claims, complaints, outstanding decisions, orders, or settlements or pending claims, complaints, decisions, orders, or settlements under any applicable laws related to human rights, employment standards, workers' compensation, occupational health and safety, or similar legislation nor has any event occurred which may give rise to any of the foregoing.
- (f) **Due Diligence.** All documents and information delivered and provided by such party or on behalf of such party to the Agent as a part of their due diligence in connection with the Transaction and the Offering were complete and accurate in all material respects and no material fact or facts have been omitted therefrom which would make such information materially misleading. The Corporations have not withheld from the Agent any material facts relating to the Corporations, their respective subsidiaries, or the Offering, including any adverse material facts known to the Corporations. The responses given by the Corporations and their respective directors and officers, as applicable, in the due diligence session held prior to the date of this Agreement were true and correct where they relate to matters of fact, and the Corporations and their respective directors and officers, as applicable, have responded in as thorough and complete fashion as possible, having regard to the nature of the questions and the time period that existed to address the due diligence questions and provide responses. Where the responses reflect the opinion or view of the Corporations and their respective directors and officers, as applicable, such opinions or views were honestly held at the time they were given.
- (g) **Escrow Release Conditions.** To the best of the knowledge of each of the Corporations, no event has occurred which is reasonably likely to prevent the Escrow Release Conditions from being satisfied on or before the Escrow Release Deadline.

- (h) **Previous Acquisitions.** All previous acquisitions completed by BISP or any of its subsidiaries and, in the case of Stamper, all previous acquisitions completed by Stamper or any of its subsidiaries since January 1, 2024, of any securities, businesses, or assets, have been fully and properly disclosed in the Stamper Disclosure Documents or the documents provided by BISP, as applicable, were completed in compliance with all applicable laws, including Applicable Securities Laws, and all necessary corporate and regulatory approvals, consents, authorizations, registrations, and filings required in connection therewith were obtained and complied with; the Corporations or the Subsidiaries, as the case may be, conducted all due diligence procedures in connection with such previous acquisitions as are standard and customary for transactions of such nature.
- (i) **Insider Interest in Transactions.** To the best of the knowledge of each of the Corporations, none of the directors, executive officers, or shareholders who beneficially own, directly or indirectly, or exercise control or direction over, more than ten percent (10%) of the outstanding common shares of either of the Corporations, as applicable, or securities exchangeable for more than ten percent (10%) of any class of securities of each Corporation, as applicable, or any known Associate or affiliate of any such person, has any material interest, direct or indirect, in any transaction or any proposed transaction (including, without limitation, any loan made to or by any such person) with the Corporations which, as the case may be, materially affects, is material to or will materially affect the Corporations and their respective subsidiaries (in each case, taken as a whole). The Corporations and their respective subsidiaries do not have any loans or other indebtedness (excluding accounts payable) outstanding which has been made to any of its shareholders, officers, directors, or employees, past or present, or any person not dealing at “arm’s length” (as such term is defined in the Tax Act).
- (j) **Purchases and Sales.** None of the Corporations nor any of their respective subsidiaries has approved (in the case of Stamper and its subsidiaries, since January 1, 2024), has entered into any agreement in respect of, or has any knowledge of:
 - (i) the purchase of any of its business assets or any interest therein, or the sale, transfer or other disposition of any of its business assets or any interest therein currently owned, directly or indirectly, by the Corporations or their respective subsidiaries whether by asset sale, transfer of shares, or otherwise;
 - (ii) the change of control (by sale or transfer of common shares or sale of all or substantially all of the assets of the Corporations or their respective subsidiaries or otherwise) of the Corporations or their respective subsidiaries; or
 - (iii) a proposed or planned disposition of common shares by any shareholder who owns, directly or indirectly, ten percent (10%) or more of the outstanding common shares or common shares of their respective subsidiaries.
- (k) **Demand to Proceeds.** Other than the Corporations, the Agent and the Escrow Agent, there is no person that is or will be entitled to demand the proceeds of the Offering under the terms of any Material Agreement or otherwise.
- (l) **Insider Transactions.** To the best of the knowledge of the Corporations, no insider (as such term is defined in the Applicable Securities Laws) of the Corporations, in the fifteen (15) day period prior to the date hereof, has sold, or has engaged in any

transaction to reduce such insider's financial exposure to the price or value of, any securities of the Corporations, or has any present intention to do so.

- (m) **Full and Complete Disclosure.** None of the foregoing representations, warranties, and statements of fact and none of the due diligence documents provided by it to the Agent in respect of the Transaction and the Offering contain any untrue statement of a material fact or omit to state any material fact necessary to make such statement or representation not misleading to a prospective purchaser of Offered Securities who is seeking full information concerning the Corporations and their properties, businesses, and affairs.

10. Conditions to Agent's Obligation

10.1 The following are conditions to the completion of the Agent's obligations as contemplated in this Agreement, which conditions shall have been fulfilled by the Corporations on or prior to the Closing Time, other than as may be waived in writing in whole or in part by the Agent:

- (a) the respective board of directors of each of the Corporations will have authorized and approved the Transaction Documents (to the extent such Corporation is a party to a Transaction Document) and the Offering, as applicable, and all matters relating to the foregoing;
- (b) the Agent shall have received a certificate dated the Closing Date, signed by the Chief Executive Officer and the Chief Financial Officer or such other senior officers of BISP as may be acceptable to the Agent, acting reasonably, addressed to the Agent, with respect to: (i) the constating documents of the BISP; (ii) all resolutions of the board of directors of BISP relating to the Transaction Documents and the Offering and the transactions contemplated hereby and thereby; and (iii) the incumbency and specimen signatures of signing officers of the BISP, in the form of a certificate of incumbency, and such further certificates and other documentation as may be contemplated in this Agreement or as the Agent may reasonably require;
- (c) the Agent shall have received a certificate dated the Closing Date, signed by the Chief Executive Officer and the Chief Financial Officer or such other senior officers of Stamper as may be acceptable to the Agent, acting reasonably, addressed to the Agent, with respect to: (i) the constating documents of Stamper; (ii) all resolutions of the board of directors of Stamper relating to the applicable Transaction Documents and the transactions contemplated thereby; and (iii) the incumbency and specimen signatures of signing officers of the Stamper, in the form of a certificate of incumbency, and such further certificates and other documentation as may be contemplated in this Agreement or as the Agent may reasonably require;
- (d) the Agent shall have received a certificate dated the Closing Date, signed by the Chief Executive Officer and the Chief Financial Officer of BISP or such other senior officers of BISP as may be acceptable to the Agent, acting reasonably, addressed to the Agent, in form and content satisfactory to the Agent, acting reasonably, certifying that:
 - (i) no order, ruling or determination having the effect of suspending the sale of the Subscription Receipts or any securities of BISP (including the Units and the Resulting Issuer Securities) has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are

- pending or, to the best of the knowledge of such officers, contemplated or threatened by any regulatory authority;
- (ii) there has been no material adverse change (actual, proposed or prospective, whether financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of BISP, on a consolidated basis, since its date of incorporation to the date of this Agreement which has not been disclosed to the Agent;
 - (iii) no default or event exists and is then continuing under any of the Transaction Documents and no event exists that, but for the giving of notice, lapse of time, or both, or but for the satisfaction of any other condition after that event, would constitute a default or event of default under any of the Transaction Documents to which BISP is a party;
 - (iv) the representations and warranties of BISP contained in this Agreement are true and correct in all material respects at the Closing Time, with the same force and effect as if made by BISP as at the Closing Time, except for such representations and warranties which are in respect of a specific date in which case such representations and warranties were true and correct, in all material respects, as of such date after giving effect to the transactions contemplated hereby; and
 - (v) BISP has complied with all the covenants and satisfied all the terms and conditions of this Agreement on its part to be complied with or satisfied prior to the Closing Time, other than conditions which have been waived by the Agent;
- (e) the Agent shall have received a certificate dated the Closing Date, signed by the Chief Executive Officer and the Chief Financial Officer of Stamper or such other senior officers of Stamper as may be acceptable to the Agent, acting reasonably, addressed to the Agent, in form and content satisfactory to the Agent, acting reasonably, certifying that:
- (i) other than the trading halt instituted by the TSXV in connection with the Transaction, no order, ruling or determination having the effect of suspending the trading of any securities of Stamper (including the Resulting Issuer Securities) has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the best of the knowledge of such officers, contemplated or threatened by any regulatory authority;
 - (ii) there has been no material adverse change (actual, proposed or prospective, whether financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of Stamper, on a consolidated basis, since the date of the Stamper Financial Statements to the date of this Agreement which has not been disclosed to the Agent;
 - (iii) no default or event exists and is then continuing under any of the Transaction Documents and no event exists that, but for the giving of notice, lapse of time, or both, or but for the satisfaction of any other condition after that event, would constitute a default or event of default under any of the Transaction Documents to which Stamper is a party;

- (iv) the representations and warranties of Stamper contained in this Agreement are true and correct in all material respects at the Closing Time, with the same force and effect as if made by Stamper as at the Closing Time, except for such representations and warranties which are in respect of a specific date in which case such representations and warranties were true and correct, in all material respects, as of such date, after giving effect to the transactions contemplated hereby; and
- (v) Stamper has complied with all the covenants and satisfied all the terms and conditions of this Agreement on its part to be complied with or satisfied prior to the Closing Time, other than conditions which have been waived by the Agent;
- (f) the Agent shall have received a favourable legal opinions addressed to the Agent and the Purchasers, in form and substance satisfactory to the Agent's counsel, acting reasonably, each dated the Closing Date, as applicable, from the respective legal counsel to BISP and Stamper and where appropriate, local counsel in the other applicable jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the respective Corporations, with respect to the following matters:
 - (i) as to the incorporation and existence of the respective Corporation under the laws of its jurisdiction of incorporation and as to the respective Corporation having the requisite corporate power and capacity under the laws of its jurisdiction of incorporation to carry on its business as presently carried on and to own, lease and operate its properties and assets;
 - (ii) as to the authorized and issued capital of the respective Corporation;
 - (iii) as to the corporate power and authority of the respective Corporation to enter into and to carry out its obligations under the Transaction Documents to which it is a party;
 - (iv) all necessary corporate action has been taken by the respective Corporation to authorize the execution and delivery of the Transaction Documents to which it is a party as well as the performance of its obligations thereunder and hereunder;
 - (v) the Transaction Documents to which each respective Corporation is a party have been duly executed and delivered by the respective Corporation, and constitute legal, valid and binding obligations of the respective Corporation enforceable against it in accordance with their respective terms;
 - (vi) the execution and delivery of the Transaction Documents to which it is a party and the performance by the respective Corporation of its obligations hereunder and thereunder does not and will not result in a breach of, or constitute a default under, and does not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or constitute a default under, and do not and will not conflict with any term or provision of the constating documents of the respective Corporation, any resolutions of the shareholders or directors (including committees of the board of directors) of BISP and for Stamper from January 1, 2024, or any corporate laws of the Province of British Columbia applicable to the respective Corporation;

- (vii) in the case of BISP:
- (A) the Subscription Receipts have been duly and validly created and issued pursuant to the Subscription Receipt Agreement;
 - (B) the Unit Shares and the Warrants issuable upon satisfaction of the Escrow Release Conditions have been validly authorized and allotted for issuance and, upon the conversion of the Subscription Receipts in accordance with the terms of the Subscription Receipt Agreement: (i) the Unit Shares will be validly issued as fully paid and non-assessable BISP Shares; and (ii) the Warrants will be validly issued and created pursuant to the Warrant Indenture;
 - (C) the issuance and sale by BISP of the Subscription Receipts to the Purchasers resident in Canadian Selling Jurisdictions in accordance with the terms of this Agreement are exempt from the prospectus requirements of Canadian Securities Laws where Subscription Receipts have been sold and no prospectus or other documents are required to be filed, proceedings taken or approvals, Permits, consents, or authorizations obtained under such Canadian Securities Laws to permit such issuance and sale; it being noted, however, that BISP is required to file or cause to be filed with the applicable Securities Regulators, a report on Form 45-106F1 prepared and executed pursuant to NI 45-106, together with the prescribed filing fee, within ten (10) days of the Closing Date;
 - (D) the issuance and delivery by BISP of the Unit Shares and Warrants upon the due conversion of the Subscription Receipts in accordance with the terms and conditions of the Subscription Receipt Agreement, will be exempt from the prospectus requirements of Canadian Securities Laws in the Canadian Selling Jurisdictions and no prospectus or other documents are required to be filed, proceedings taken or approvals, Permits, consents, or authorizations obtained under Canadian Securities Laws to permit such issuance and delivery;
 - (E) the Broker Warrants issuable pursuant to the Offering have been duly and validly created and issued pursuant to the Broker Warrant Certificates;
 - (F) the issuance by BISP of the Broker Warrants issuable in connection with the Offering to the Agent in accordance with the terms of the Broker Warrant Certificates are exempt from the prospectus requirements of Canadian Securities Laws and no prospectus or other documents are required to be filed, proceedings taken or approvals, Permits, consents, or authorizations obtained under the Canadian Securities Laws to permit such issuance and sale; it being noted, however, that BISP is required to file or cause to be filed with the applicable Securities Regulators, a report on Form 45-106F1 prepared and executed pursuant to NI 45-106, together with the prescribed filing fee, within ten days of the Closing Date;
 - (G) the Subscription Receipt Agent has been duly appointed by BISP as the subscription receipt agent under the Subscription Receipt Agreement; and

- (H) the Warrant Agent has been duly appointed by BISP as the warrant agent for the Warrants under the Warrant Indenture;
- (viii) in the case of Stamper:
- (A) the Resulting Issuer Shares issuable to the former holders of the Subscription Receipts upon satisfaction of the Escrow Release Conditions have been validly authorized and allotted for issuance and will be validly issued as fully paid and non-assessable Resulting Issuer Shares at the closing time of the Transaction;
 - (B) the Resulting Issuer Warrants issuable to the former holders of the Subscription Receipts upon satisfaction of the Escrow Release Conditions have been validly authorized for issuance;
 - (C) the Resulting Issuer Warrant Shares issuable upon exercise of the Resulting Issuer Warrants have been validly authorized and allotted for issuance and, upon payment of the consideration therefor, will be validly issued as fully paid and non-assessable Resulting Issuer Shares;
 - (D) the BISP Shares and the Resulting Issuer Shares issuable upon exercise of the Broker Warrants have been validly authorized and allotted for issuance, and upon payment of the consideration therefor, will be validly issued as fully paid and non-assessable Resulting Issuer Shares;
 - (E) the issuance and the delivery by the Resulting Issuer of the Resulting Issuer Shares and Resulting Issuer Warrants upon the due exchange of the Unit Shares and Warrants therefore, in accordance with the terms of the Transaction Documents, will be exempt from the prospectus requirements of Canadian Securities Laws in the Canadian Selling Jurisdictions and no prospectus or other documents are required to be filed, proceedings taken or approvals, Permits, consents or authorizations obtained under Canadian Securities Laws to permit such issuance;
 - (F) the issuance and delivery by the Resulting Issuer of the Resulting Issuer Warrant Shares upon the exercise of the Resulting Issuer Warrants, will be exempt from the prospectus requirements of Canadian Securities Laws in the Canadian Selling Jurisdictions and no prospectus or other documents are required to be filed, proceedings taken or approvals, Permits, consents or authorizations obtained under Canadian Securities Laws to permit such issuance and delivery;
 - (G) the issuance and delivery by the Resulting Issuer of the Resulting Issuer Shares upon the due exercise of the Broker Warrants in accordance with the terms of the Broker Warrant Certificates will be exempt from the prospectus requirements of Canadian Securities Laws in the Canadian Selling Jurisdictions and no prospectus or other documents are required to be filed, proceedings taken or approvals, Permits, consents or authorizations obtained under Canadian Securities Laws to permit such issuance and delivery;

- (H) the first trade of the Resulting Issuer Shares and Resulting Issuer Warrants issued upon due exchange of the Unit Shares and the Warrants, respectively, pursuant to the Transaction, and the Resulting Issuer Warrant Shares issued upon exercise of the Resulting Issuer Warrants, by a Purchaser resident in a Canadian Selling Jurisdiction and the BISP Shares or Resulting Issuer Shares issuable upon exercise of the Broker Warrants by the Agent, other than a trade which is otherwise exempt from the prospectus requirements under the Canadian Securities Laws, will be a distribution and will be subject to the prospectus requirements of the Canadian Securities Laws, unless:
 - i) the Resulting Issuer is and has been a “reporting issuer” (as such term is defined in the Canadian Securities Laws) in a jurisdiction of Canada for the four months immediately preceding such trade;
 - ii) the trade is not a “control distribution”, as such term is defined in NI 45-102;
 - iii) no unusual effort is made to prepare the market or to create a demand for the securities that are the subject of the trade;
 - iv) no extraordinary commission or consideration is paid to a person or company in respect of the trade; and
 - v) if the selling security holder is an insider or officer of the Resulting Issuer, the selling security holder has no reasonable grounds to believe that the Resulting Issuer is in default of “securities legislation” (as such term is defined in the Canadian Securities Laws);
- (I) as to Stamper being a “reporting issuer” not on the list of defaulting reporting issuers maintained pursuant to Canadian Securities Laws in the Reporting Provinces; and
- (J) the Warrant Agent has been duly appointed by Stamper as the warrant agent in respect of the Resulting Issuer Warrants under the Warrant Indenture; and
- (ix) such other matters as the Agent or its counsel may reasonably request;
- (g) the Agent shall have received favourable legal opinions addressed to the Agent, in form and substance satisfactory to the Agent’s counsel, acting reasonably, each dated the Closing Date, as applicable, from the respective legal counsel to Stamper Subco, and where appropriate, local counsel in the other applicable jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the respective entities, with respect to the following matters:
 - (i) as to the incorporation and existence of the respective entity under the laws of its jurisdiction of incorporation;

- (ii) as to the respective entity having the requisite corporate power and capacity under the laws of its jurisdiction of incorporation to carry on its business as presently carried on and to own, lease and operate its properties and assets; and
- (iii) as to the authorized and issued capital of the respective entity, and the ownership thereof;
- (h) BISP will have caused a favourable legal opinion to be delivered by its outside legal counsel addressed to the Agent, with respect to the Title Documents in form and substance satisfactory to the Agent and its counsel acting reasonably, including in respect of those matters that are usual and customary for transactions of this nature and subject to the usual and customary assumptions, limitations and qualifications;
- (i) if any Subscription Receipts are being sold to U.S. Purchasers pursuant to this Agreement, BISP shall have caused a favourable legal opinion to be delivered by McMillan LLP, in form and substance satisfactory to the Agent, acting reasonably, to the effect that: (i) the sale of such Subscription Receipts to such U.S. Purchasers; (ii) the issuance of the Unit Shares and the Warrants upon conversion of the Subscription Receipts; and (iii) the issuance of the Resulting Issuer Shares, and Resulting Issuer Warrants upon completion of the amalgamation pursuant to the Definitive Agreement, as applicable, to such U.S. Purchasers is not required to be registered under the U.S. Securities Act, subject to the usual and customary assumptions, limitations and qualifications, it being understood that no opinion will be expressed as to the subsequent resale of any Subscription Receipts, Unit Shares, Warrants, Resulting Issuer Shares, and Resulting Issuer Warrants;
- (j) Stamper will have caused its registrar and Transfer Agent to deliver a certificate as to the issued and outstanding Stamper Shares as of the Closing Date;
- (k) BISP and Stamper, as applicable, will have caused the Subscription Receipt Agent and Warrant Agent to deliver a certificate as to its appointment as the subscription receipt agent with respect to the Subscription Receipts and as the warrant agent with respect of the Warrants;
- (l) Stamper will have caused the Warrant Agent to deliver a certificate as to its appointment as the warrant agent with respect of the Resulting Issuer Warrants;
- (m) each of the Transaction Documents shall have been executed and delivered by the parties thereto in form and substance satisfactory to the Agent and its counsel acting reasonably;
- (n) BISP having delivered to the Agent, executed lock-up agreements as contemplated by Section 5.1(o);
- (o) BISP having provided evidence satisfactory to the Agent, acting reasonably, that all the Units issued to the BISP Lenders pursuant to the Debt Settlement Transaction are subject to the BISP Lenders' Voluntary Pooling as contemplated by Section 5.1(p);
- (p) the TSXV shall not have objected to the closing of the Offering, and, the Agent shall have received evidence that all requisite approvals, consents, and acceptances of the

appropriate regulatory authorities, as applicable, required to be obtained by BISP in order to complete the Offering have been made or obtained; and

- (q) the Agent shall, in its sole discretion, acting reasonably, be satisfied with its due diligence review with respect to the business, assets, financial condition, affairs, and prospects of the Corporations.

11. Acknowledgements by the Corporations

11.1 The Corporations hereby acknowledge that: (i) the purchase and sale of the Offered Securities pursuant to this Agreement, including the determination of the Offering Price, is an arm's-length commercial transaction between the Corporations, on the one hand, and the Agent and any Affiliate through which it may be acting, on the other; (ii) the Agent is acting as principal and not as an agent or fiduciary of the Corporations or any potential promoter of either of the Corporations; (iii) the engagement by the Corporations of the Agent in connection with the offering and sale of the Offered Securities and the process leading up to the offering and sale thereof is as independent contractors and not in any other capacity; (iv) the Agent and its respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Corporations; and (v) the Agent has not provided any legal, accounting, regulatory, or tax advice with respect to the Offering and the Corporations have each consulted their legal, accounting, regulatory, and tax advisors to the extent it deemed appropriate. Furthermore, the Corporations agree that they are solely responsible for making their own judgements in connection with the offering and sale of the Offered Securities (irrespective of whether the Agent has advised or is currently advising the Corporations on related or other matters) and the Agent has no obligation to the Corporations or any potential promoter of either of the Corporations with respect to the Offering except the obligations expressly set forth in this Agreement. Each of the Corporations agree that they will not claim that the Agent has rendered advisory services of any nature or respect, or owes an agency, fiduciary or similar duty to the Corporations, in connection with the offering and sale of the Offered Securities.

11.2 5043981 Ontario Ltd. has participated in prior financings of Stamper and previously provided an unsecured loan to BISP and currently holds no securities in Stamper. 5043981 Ontario Ltd. was a material founding shareholder of Stamper and was previously a lender to BISP. The debt previously held by 5043981 Ontario Ltd. in BISP was transferred on July 25, 2025 to Robert Dubeau. The Offering includes the Unit Offering. Edwin Akit is the sole director and shareholder of 5043981 Ontario Ltd. and he is the brother of Simon Akit, who is the Managing Director and Head of Institutional Sales & Trading at the Agent. In accordance with CIRO Rule 42 and applicable securities laws relating to conflicts of interest, the Agent desires to ensure transparency, accuracy, and to address any potential perceived material conflicts of interest in connection with the Transaction. The Agent and Simon Akit have addressed any potential perceived material conflicts of interest in connection with the Offering and the Transaction through the Agent's internal compliance procedures and oversight mechanisms.

12. Closing

12.1 The Offering will be completed electronically or at the offices of BISP's counsel at the Closing Time or such other place, date or time as may be mutually agreed to, provided that if BISP has not been able to comply in any material respect with any of the covenants or conditions set out herein required to be complied with by the Closing Time or such other date and time as may be mutually agreed to or such covenant or condition has not been waived by the Agent, the respective obligations of the parties will terminate without further liability or obligation except for payment of expenses, indemnity and contribution provided for in this Agreement.

12.2 At or prior to the Closing Time:

- (a) BISP shall deliver to the Agent, in the City of Vancouver, in the Province of British Columbia, the Subscription Receipts and Broker Warrants, whether by way of electronic deposit or delivery of certificates in definitive form, as directed by the Agent; and
- (b) the Agent shall deliver to the Subscription Receipt Agent the gross proceeds of the Subscription Receipt Offering, less the Agent's Fee and the Eligible Expenses incurred up to and including the Closing Time (or as otherwise agreed to between BISP and the Agent).

13. **Rights of Termination**

13.1 The Agent shall be entitled to terminate and cancel its obligations hereunder with respect to the Offering, by written notice to that effect given to the applicable Corporations on or before the Closing, if, at any time prior to the Closing:

- (a) **Material Change.** There shall be any material change or change in a material fact, or there should be discovered any previously undisclosed material fact required to be disclosed which, in the reasonable opinion of the Agent, has or would be expected to have a Material Adverse Effect on the market price or value of the Offered Securities, the BISP Shares, the Stamper Shares, or the Resulting Issuer Shares.
- (b) **Disaster.** There should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism, disease, virus or accident) or major financial occurrence of national or international consequence or a new or change in any law or regulation which in the sole opinion of the Agent, seriously adversely affects or involves or may seriously adversely affect or involve the financial markets in Canada or the United States or the business, operations or affairs of the Corporations or the Resulting Issuer and their respective subsidiaries or the market price or value of the securities of the Corporations or the Resulting Issuer;
- (c) **Regulatory Proceedings Out.** (i) any inquiry, action, suit, proceeding or investigation (whether formal or informal) (including matters of regulatory transgression or unlawful conduct) is commenced, announced or threatened in relation to the Corporations, or any one of their respective officers, directors or any principal shareholders, including the proposed directors and officers of the Resulting Issuer, where wrong-doing is alleged or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including without limitation the TSXV or any securities regulatory authority which involves a finding of wrong doing; or (ii) any order, action, proceeding law or regulation is made, threatened, enacted or changed which cease trading or otherwise operates to prevent or restrict the trading of the Offered Securities, the BISP Shares, the Stamper Shares, the Resulting Issuer Shares, or any other securities of BISP or the Resulting Issuer.
- (d) **Market Out.** The state of the financial markets in Canada, the United States or elsewhere where the Offered Securities are marketed is such that, in the reasonable opinion of the Agent, the Offered Securities cannot be marketed profitably.

- (e) **Breach.** The Corporations are in breach of any material term, condition, or covenant of this Agreement that may not reasonably expected to be remedied prior to the Closing, or any material representation or warranty given by the Corporations in this Agreement becomes or is false.
- (f) **Market.** The state of the financial markets in Canada or elsewhere where it is planned to market the Offered Securities is such that, in the reasonable opinion of the Agent, the Offered Securities cannot be marketed profitably.
- (g) **Due Diligence.** The Agent is not satisfied, in its sole discretion, acting reasonably, with the completion of its due diligence investigations in respect of the Corporations, the Offering and the Transaction.

13.2 The rights of termination contained in this Section 13 are in addition to any other rights or remedies the Agent may have in respect of any default, act or failure to act or non-compliance by BISP or Stamper in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any termination by the Agent, there shall be no further liability on the part of the Agent to BISP or Stamper or on the part of BISP and Stamper to the Agent except in respect of any liability which may have arisen or may arise after such termination in respect of Section 14 (Indemnity) and Section 15 (Expenses) of this Agreement.

14. Indemnity

14.1 The Corporations and the Resulting Issuer (together, the “**Indemnitor**”) hereby agree to indemnify and hold the Agent, each of their subsidiaries and affiliates, and each of their directors, officers, employees and agents (hereinafter referred to as the “**Personnel**”) harmless from and against any and all expenses, losses (other than loss of profits), fees, claims, actions (including shareholder actions, derivative actions or otherwise), damages, obligations, or liabilities, whether joint or several, and the reasonable fees and expenses of their counsel, that may be incurred in advising with respect to and/or defending any actual or threatened claims, actions, suits, investigations or proceedings to which the Agent and/or their Personnel may become subject or otherwise involved in any capacity under any statute or common law, or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Indemnitor by the Agent and their Personnel hereunder, or otherwise in connection with the matters referred to in this Agreement (including the aggregate amount paid in reasonable settlement of any such actions, suits, investigations, proceedings or claims that may be made against the Agent and/or their Personnel, provided that the Indemnitor has agreed to such settlement), provided, however, that this indemnity shall not apply to the extent that:

- (a) the Agent and/or its Personnel have been grossly negligent or have committed wilful misconduct or any fraudulent act in the course of such performance or has materially breached this Agreement; and
- (b) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were primarily caused by the actions referred to in Section 13.1(a).

Without limiting the generality of the foregoing, this indemnity shall apply to all expenses (including legal expenses), losses, claims and liabilities that the Agent may incur as a result of any action or litigation that may be threatened or brought against the Agent.

14.2 If for any reason (other than the occurrence of any of the events itemized in Section 14.1(a) and 14.1(b) above), the foregoing indemnification is unavailable to the Agent or any Personnel or insufficient

to hold the Agent or any Personnel harmless, then the Indemnitor shall contribute to the amount paid or payable by the Agent or any Personnel as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Agent or any Personnel on the other hand but also the relative fault of the Indemnitor and the Agent or any Personnel, as well as any relevant equitable considerations; provided that the Indemnitor shall in any event contribute to the amount paid or payable by the Agent or any Personnel as a result of such expense, loss, claim, damage or liability and any excess of such amount over the amount of the fees received by the Agent hereunder.

14.3 The Indemnitor agrees that in case any legal proceeding shall be brought against the Indemnitor and/or the Agent by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or shall investigate the Indemnitor and/or the Agent, and/or any Personnel of the Agent shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Indemnitor by the Agent, the Agent shall have the right to employ its own counsel in connection therewith provided the Agent acts reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agent for time spent by the Agent's Personnel in connection therewith) and out-of-pocket expenses incurred by its Personnel in connection therewith shall be paid by the Indemnitor as they occur.

14.4 Promptly after receipt of notice of the commencement of any legal proceeding against the Agent or any Personnel of the Agent's or after receipt of notice of the commencement or any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, the Agent will notify the Indemnitor in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Indemnitor, will keep the Indemnitor advised of the progress thereof and will discuss with the Indemnitor all significant actions proposed. However, the failure by the Agent to notify the Indemnitor will not relieve the Indemnitor of its obligations to indemnify the Agent and/or any Personnel. The Indemnitor shall on behalf of itself and the Agent and/or any Personnel, as applicable, be entitled to (but not required) to assume the defence of any suit brought to enforce such legal proceeding; provided, however, that the defence shall be conducted through legal counsel acceptable to the Agent and/or any Personnel, as applicable, acting reasonably, that no settlement of any such legal proceeding may be made by the Indemnitor without the prior written consent of the Agent and/or any Personnel, as applicable, and none of the Agent and/or any Personnel, as applicable, shall be liable for any settlement of any such legal proceeding unless it has consented in writing to such settlement, such consent not to be unreasonably withheld. The Agent and its Personnel shall have the right to appoint its or their own separate counsel at the Indemnitor's cost provided the Agent acts reasonably in selecting such counsel.

14.5 The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability which the Indemnitor may otherwise have, shall extend upon the same terms and conditions to the Personnel of the Agent and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnitor, the Agent and any of the Personnel of the Agent. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of this Agreement.

15. Expenses

15.1 BISP will pay all reasonable expenses and fees in connection with the Offering, including without limitation: (i) all expenses of or incidental to the creation, issue, sale, distribution, and qualification of the Offered Securities; (ii) the reasonable fees and expenses of the Corporations' legal counsel; and (iii) all costs incurred in connection with the preparation of documentation relating to the Offering. In addition, BISP shall reimburse the Agent for the reasonable fees and disbursements of the Agent's legal counsel (to a maximum of [REDACTED] in respect of legal fees, exclusive of disbursement and Taxes), and all reasonable "out-of-pocket" expenses of the Agent plus applicable Taxes on the foregoing amounts (collectively, the "Eligible Expenses").

15.2 Eligible Expenses incurred by the Agent, or on its behalf, shall be paid: (i) to the Agent on the Closing Date, all Eligible Expenses incurred by the Agent up to and including the Closing Date; and (ii) on the Escrow Release all Eligible Expenses incurred by the Agent up to and including the Escrow Release.

15.3 Eligible Expenses shall be reimbursed to the Agent by BISP whether or not the Offering is completed.

16. Advertisements

16.1 The Corporations acknowledges that the Agent shall have the right, subject always to Section 2.4, at their own expense, to place such advertisement or advertisements relating to the sale of the Offered Securities contemplated herein as the Agent may consider desirable or appropriate and as may be permitted by applicable law, including Applicable Securities Laws. The Corporations and the Agent each agree that they will not make public any advertisement in any media whatsoever relating to, or otherwise publicize, the Offering provided for herein so as to result in any exemption from the prospectus or registration requirements of applicable securities legislation in any of the provinces of Canada or any other jurisdiction in which the Subscription Receipts shall be offered and sold not being available. In addition, in order to comply with applicable U.S. Securities Laws, any press release announcing or otherwise concerning the Offering shall (i) only be released outside the United States; (ii) include an appropriate notation on the face page substantially as follows: "**Not for distribution to United States Newswire Services or for dissemination in the United States.**"; and (iii) include a statement substantially in the following form in accordance with Rule 135e under the U.S. Securities Act:

"The securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons unless registered under the U.S. Securities Act or an exemption from such registration is available. This news release does not constitute an offer to sell or a solicitation of an offer to buy any of the securities in the United States or to, or for the account or benefit of, U.S. persons. "United States" and "U.S. person" are as defined in Regulation S under the U.S. Securities Act."

17. Agent's Fee

17.1 In consideration of the services to be rendered by the Agent in connection with the Offering, the Corporations shall pay to the Agent a cash fee (the "**Agent's Fee**") equal to seven percent (7.0%) of the aggregate gross proceeds of the Offering, which shall be reduced to two percent (2.0%) with respect to any subscriptions forming part of the president's list provided by BISP, such president's list not to exceed a total of \$12,000,000 in aggregate (the "**President's List**") and which shall be reduced to nil with respect to certain subscriptions as agreed by the Agent and the Corporations.

17.2 As additional compensation, the Agent will be issued that number of broker warrants (the “**Broker Warrants**”) as is equal to seven percent (7.0%) of the aggregate number of Offered Securities issued pursuant to the Offering, which shall be reduced to two percent (2.0%) with respect to any subscriptions forming part of the President’s List, and which shall be reduced to nil with respect to certain subscriptions as agreed by the Agent and the Corporations. Each Broker Warrant will be exercisable for one Resulting Issuer Share, subject to any necessary adjustments. The Broker Warrants are each exercisable at the Offering Price for a period of thirty-six (36) months following the closing date of the Transaction, and in the event the Transaction does not complete, the Broker Warrants will expire on September 3, 2028.

17.3 The Agent’s Fee shall be paid and all of the Broker Warrants shall be issued to the Agent at the Closing Time. The Agent’s Fee plus any interest earned thereon and the remaining Eligible Expenses shall be payable to the Agent on the Escrow Release. If the Escrow Release Conditions are not satisfied on or before the Escrow Release Deadline and the Escrowed Funds are refunded to Purchasers, the unpaid balance of the Agent’s Fee (which forms part of the Escrowed Funds) will not be earned and will not be payable by BISP.

18. **Agent’s Business**

18.1 The Corporations acknowledge that the Agent may be engaged in securities trading and brokerage activities, and providing investment banking, investment management, financial, and financial advisory services. In the ordinary course of its trading, brokerage, investment and asset management, and financial activities, the Agent and its Affiliates may hold long or short positions, and may trade or otherwise effect or recommend transactions, for its own account or the accounts of its customers, in debt or equity securities or loans of the Corporations or any other company that may be involved in any transaction with the Corporations. The Agent and its Affiliates may also provide a broad range of normal course financial products and services to its customers (including, but not limited to banking, credit derivative, hedging and foreign exchange products and services), including Corporations that may be involved in any transaction with the Corporations.

19. **Survival of Warranties, Representations, Covenants, and Agreements**

19.1 All representations, warranties, covenants, and agreements of the Corporations herein contained or contained in any documents submitted pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the Closing and, notwithstanding such closing or any investigation made by or on behalf of the Agent or the Purchasers with respect thereto, shall continue in full force and effect for the benefit of the Agent and the Purchasers, as applicable for a period of two (2) years following the Closing Date. For greater certainty, and without limiting the generality of the foregoing, the provisions contained in this Agreement in any way related to the indemnification of the Agent by the Corporations or the contribution obligations of the Agent or those of the Corporations shall survive and continue in full force and effect, indefinitely, subject only to the applicable limitation period prescribed by law.

20. **General Contract Provisions**

20.1 **Notices.** Any notice or other communication to be given hereunder shall be in writing and shall be given by physical delivery or by email, as follows:

if to BISP:

BISP Exploration Inc.
1055 West Georgia Street, 1500 Royal Centre, PO Box 11117
Vancouver, British Columbia

V6E 4N7

Attention: Grayson Andersen, Chief Executive Officer
Email: [REDACTED] [personal contact information redacted]

with a copy (not to constitute notice) to:

McMillan LLP
1055 West Georgia Street, 1500 Royal Centre
Vancouver, British Columbia
V6E 4N7

Attention: Barbara Collins
Email: [REDACTED] [personal contact information redacted]

if to Stamper:

Stamper Oil & Gas Corp.
1055 West Georgia Street, 1500 Royal Centre, PO Box 11117
Vancouver, British Columbia
V6E 4N7

Attention: Bryson Goodwin, President & Chief Executive Officer
Email: [REDACTED] [personal contact information redacted]

with a copy (not to constitute notice) to:

Koffman Kalef LLP
885 West Georgia Street
Vancouver, British Columbia
V6C 3H4

Attention: Jeff Sheremeta
Email: [REDACTED] [personal contact information redacted]

or if to the Agent:

Ventum Financial Corp.
181 Bay Street, Suite 2500
Toronto, Ontario
M5J 2T3

Attention: Ryan Mooney, Managing Director
Email: [REDACTED] [personal contact information redacted]

Attention: Jennifer Leung, Managing Director & Head of Equity Capital
Markets
Email: [REDACTED] [personal contact information redacted]

with a copy (not to constitute notice to the Agent) to:

Cassels Brock & Blackwell LLP
Bankers Hall West
888 3 Street SW, Suite 3810
Calgary, Alberta
T2P 5C5

Attention: Jason Wang
Email: [REDACTED] [personal contact information redacted]

and if so given, shall be deemed to have been given and received upon receipt by the addressee or a responsible officer of the addressee if physically delivered, or four (4) hours after being electronically transmitted and receipt confirmed during normal business hours, as the case may be. Any party may, at any time, give notice in writing to the others in the manner provided for above of any change of address or email address.

20.2 Singular and Plural, Etc. Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine, and neuter genders.

20.3 No Fiduciary Duty. The Corporations hereby acknowledges that the Agent is acting solely as agent in connection with the purchase and sale of the Offered Securities. The Corporations further acknowledges that the Agent is acting pursuant to a contractual relationship created solely by this Agreement entered into on an arm's length basis, and in no event do the parties intend that the Agent acts or be responsible as a fiduciary to the Corporations or their respective management, shareholders, or creditors or any other person in connection with any activity that the Agent may undertake or have undertaken in furtherance of such purchase and sale of any of the Corporations' securities, either before or after the date hereof. The Agent hereby expressly disclaims any fiduciary or similar obligations to the Corporations, either in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions, and the Corporations each hereby confirms its understanding and agreement to that effect. The Corporations and the Agent agrees that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Agent to the Corporations regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the securities of BISP, Stamper, and the Resulting Issuer, do not constitute advice or recommendations to the Corporations, do not constitute advice or recommendations to the Corporations.

20.4 Entire Agreement. This Agreement constitutes the entire agreement between the Agent and the Corporations relating to the subject matter of this Agreement.

20.5 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

20.6 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporations and the Agent and its respective executors, heirs, successors, and permitted assigns; provided that, except as provided herein or in the Subscription Agreements, this Agreement shall not be assignable by any party without the written consent of the others.

20.7 Further Assurances. Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements, and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

20.8 **Time of the Essence.** Time shall be of the essence for all provisions of this Agreement.

20.9 **Language.** The parties hereby acknowledge that they have expressly required this Agreement and all notices, statements of account, and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. Les parties reconnaissent avoir expressément demandé que la présente Convention ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.

20.10 **Effective Date.** This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

20.11 **Counterparts.** This Agreement may be executed and delivered by email or other electronic transmission in one or more counterparts which, together, shall constitute an original copy of this Agreement as of the date first noted above.

[Rest of Page Intentionally Left Blank; Signature Page Follows]

If this Agreement accurately reflects the terms of the transaction which we are to enter into and if such terms are agreed to by BISP and Stamper, please communicate your acceptance by executing where indicated below.

Yours very truly,

VENTUM FINANCIAL CORP.

Per: "*Ryan Mooney*"
Name: Ryan Mooney
Title: Managing Director

Per: "*Jennifer Leung*"
Name: Jennifer Leung
Title: Managing Director & Head of Equity Capital Markets

The foregoing accurately reflects the terms of the transaction which we are to enter into and such terms are agreed to with effect as of the date provided at the top of the first page of this Agreement.

BISP EXPLORATION INC.

Per: "Grayson Andersen"
Name: Grayson Andersen
Title: Chief Executive Officer

STAMPER OIL & GAS CORP.

Per: "Bryson Goodwin"
Name: Bryson Goodwin
Title: President & Chief Executive Officer

SCHEDULE "A"

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

This is Schedule "A" to the Agency Agreement dated as of September 3, 2025 among BISP, Stamper, and the Agent.

As used in this Schedule "A", capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Agency Agreement to which this Schedule is annexed and the following terms shall have the meanings indicated:

1. **"Directed Selling Efforts"** means "directed selling efforts" as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Securities or the Underlying Securities and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the Offering;
2. **"Foreign Issuer"** shall have the meaning ascribed thereto in Regulation S. Without limiting the foregoing, but for greater clarity, it means any issuer which is (a) the government of any country other than the United States, of any political subdivision thereof or a national of any country other than the United States; or (b) a corporation or other organization incorporated under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last day of the most recently completed second quarter: (1) more than fifty percent (50%) of the outstanding voting securities of such issuer are held of record either directly or indirectly by residents of the United States; and (2) any of the following: (i) the majority of the executive officers or directors are United States citizens or residents, (ii) more than fifty percent (50%) of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;
3. **"General Solicitation"** and **"General Advertising"** means **"general solicitation"** and **"general advertising"**, respectively, as used in Rule 502(c) of Regulation D, including, but not limited to, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the internet or broadcast over radio or television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising; and
4. **"Substantial U.S. Market Interest"** means "substantial U.S. market interest" as that term is defined in Regulation S.

Representations, Warranties and Covenants of the Agent

The Agent acknowledges that the Offered Securities and the Underlying Securities have not been and will not be registered under the U.S. Securities Act or any U.S. Securities Laws, and the Offered Securities may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and U.S. Securities Laws. Accordingly, the Agent, on behalf of itself and its U.S. Affiliate, represents, warrants and covenants to BISP that:

1. It has not offered and sold, and will not offer and sell, any Offered Securities or Underlying Securities forming part of its allotment or otherwise as a part of the distribution except (a) to non-U.S. Purchasers in an "offshore transaction", as such term is defined in Regulation S, in accordance with Rule 903 of Regulation S, or (b) to, or for the account or benefit of, U.S. Purchasers, except as provided in paragraphs 2 through 14 below. Accordingly, except as provided in paragraphs 2

through 14 below, none of the Agent, its U.S. Affiliates or any person acting on its or their behalf, has engaged or will engage in: (i) any offer to sell or any solicitation of an offer to buy, any Offered Securities to, or for the account or benefit of, any person in the United States, or (ii) any sale of Offered Securities to, any Purchaser unless, at the time the buy order was or will have been originated, the Purchaser was outside the United States, or such Agent, U.S. Affiliate or person acting on behalf of either reasonably believed that such Purchaser was outside the United States, (iii) any Directed Selling Efforts, or (iv) any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Securities or the Underlying Securities.

2. The Agent represents that none of (i) the Agent or its U.S. Affiliate, (ii) the Agent or its U.S. Affiliate's general partners or managing members, (iii) any of the Agent's or its U.S. Affiliate's directors, executive officers or other officers participating in the offering of the Offered Securities, (iv) any of the Agent's or its U.S. Affiliate's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Offered Securities or (v) any other person associated with any of the above persons that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with sale of Subscription Receipts (each, a "**Dealer Covered Person**" and, collectively, the "**Dealer Covered Persons**"), is subject to any disqualifications described under Rule 506(d)(1)(i) to (viii) of Regulation D (a "**Disqualification Event**"), except for a Disqualification Event (i) covered by Rule 506(d)(2)(i) of Regulation D and (ii) a description of which has been furnished in writing to the Corporations prior to the date hereof. The Agent is not aware of any person (other than the Agent, its U.S. Affiliates and any selling person that has made in writing, in favour of BISP, the representations set forth in this paragraph as if it were the Agent) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Offered Securities.
3. It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Securities, except with its U.S. Affiliate, any selling group members or with the prior written consent of BISP. It shall require each selling group member to agree in writing, for the benefit of BISP, to comply with, and shall use its best efforts to ensure that each selling group member complies with, the same provisions of this Schedule "A" shall apply to the Agent as if such provisions applied to such selling group member.
4. All offers and sales of Offered Securities to, or for the account or benefit of, U.S. Purchasers have been and will be made through its U.S. Affiliate in compliance with all applicable U.S. federal and state broker-dealer requirements and all applicable U.S. Securities Laws.
5. Its U.S. Affiliate is, and as of the Closing Date shall be, registered as a broker or dealer under the U.S. Exchange Act and under the securities laws of each state where offers and sales of Offered Securities was or will be made (unless exempted from such state's broker-dealer registration requirements), and is a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc.
6. Offers and sales of Offered Securities and the Underlying Securities to, or for the account or benefit of, U.S. Purchasers have not been and will not be made by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.
7. Offers and sales of Offered Securities to, or for the account or benefit of, U.S. Purchasers may be made on behalf of BISP or Stamper, pursuant to the provisions of Rule 506(b) of Regulation D to persons who are or are reasonably believed by them to be U.S. Accredited Investors that are exempt, or in transactions that are exempt, from registration under applicable U.S. Securities Laws.
8. All U.S. Purchasers of the Offered Securities shall be informed that the Offered Securities and the Underlying Securities have not been and will not be registered under the U.S. Securities Act or any other U.S. Securities Laws, and that the Offered Securities are being offered and sold to such

Purchasers in reliance on the exemption from the registration requirements of the U.S. Securities Act and applicable U.S. Securities Laws.

9. The Agent acting through its U.S. Affiliate may offer the Offered Securities to, or for the account or benefit of, U.S. Purchasers only to offerees with which they had a pre-existing business relationship and, immediately prior to making such offer, had reasonable grounds to believe and did believe were U.S. Accredited Investors, and on the date hereof, they continue to believe that each U.S. Purchaser is a U.S. Accredited Investor.
10. Prior to the sale of any Offered Securities by the Agent acting through its U.S. Affiliate to, or for the account or benefit of, a U.S. Purchaser, it will cause each such U.S. Purchaser to execute and deliver a Subscription Agreement including Schedule “C” thereto.
11. Prior to the Closing Date, it will provide BISP with a list of all U.S. Purchasers of the Offered Securities and the state or other jurisdiction in which the Offered Securities were offered or sold to such U.S. Purchaser. Prior to the Closing Time, it will provide BISP with copies of all executed Subscription Agreements and schedules and exhibits attached thereto.
12. None of the Agent, any of its affiliates (including, the U.S. Affiliate) or any person acting on any of their behalf will: (i) take an action that would cause the exemption provided by Section 3(a)(9) of the U.S. Securities Act to be unavailable for the exchange of Offered Securities for the Underlying Securities; or (ii) receive any commission or other remuneration, directly or indirectly, for soliciting the exchange of Offered Securities for the Underlying Securities.
13. At the Closing Time, the Agent will together with its U.S. Affiliate provide to BISP a certificate in the form of Exhibit “I” to this Schedule “A” relating to the manner of the offer and sale of the Offered Securities to, or for the account or benefit of, U.S. Purchasers or will be deemed to have represented and warranted that none of it, its affiliates or any persons acting on its or their behalf offered or sold Offered Securities to, or for the account or benefit of, U.S. Purchasers.
14. As of the Closing Date, the Agent represents that it is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Offered Securities.

Representations, Warranties, and Covenants of BISP

BISP represents, warrants, covenants, and agrees that:

1. BISP is a Foreign Issuer and reasonably believes (a) that as of the date hereof and on the Closing Date, there is no Substantial U.S. Market Interest in the Offered Securities and the Underlying Securities, (b) it is not now, and as a result of the sale of Subscription Receipts contemplated hereby will not be, registered or required to be registered as an “**investment company**” as such term is defined under the United States Investment Company Act of 1940, as amended, and (c) neither BISP nor any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.
2. The Offering of the Offered Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States by the U.S. Affiliates, if applicable, is not prohibited pursuant to a court order issued pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated thereunder.
3. During the period that the Offered Securities are, or were offered for sale, none of BISP nor any of its affiliates, nor any person acting on its or their behalf (other than the Agent, its U.S. Affiliates and any persons acting on any of their behalf, in respect of which no representation is made) (i) has made or will make any Directed Selling Efforts, (ii) has engaged in or will engage in any form of

General Solicitation or General Advertising or any matter involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act with respect to offers or sales of the any of the Offered Securities to, or for the account or benefit of U.S. Purchasers, or (iii) has taken or will take any other action that would cause the exclusion from registration provided by Regulation S or the exemptions from registration provided by Section 4(a)(2) and Rule 506(b) of Regulation D to be unavailable with respect to offers and sales of the Subscription Receipts pursuant to this Schedule “A”.

4. BISP has not and will not, during the period beginning thirty (30) days prior to the start of the offering of Offered Securities and ending thirty (30) days after the completion of the offering of Offered Securities sell, offer for sale or solicit any offer to buy any of its securities in the United States in a manner that would be integrated with and would cause the exemption from registration provided by Regulation D to be unavailable with respect to offers and sales of the Offered Securities pursuant to this Schedule “A”.
5. BISP will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable U.S. Securities Laws in connection with the offer and sale of the Offered Securities.
6. Except with respect to offers and sales to U.S. Accredited Investors who are U.S. Purchasers or who are acting for the account or benefit of U.S. Purchasers, in reliance upon an exemption from registration under Rule 506 of Regulation D and Section 4(a)(2) of the U.S. Securities Act, none of BISP, its affiliates or any person acting on its or their behalf (other than the Agent, its U.S. Affiliates or any person acting on any of their behalf, in respect of which no representation is made) has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Offered Securities to, or for the account or benefit of, any U.S. Purchaser; or (B) any sale of Offered Securities unless, at the time the buy order was or will have been originated, the Purchaser was outside the United States or BISP, its affiliates, and any person acting on its or their behalf reasonably believes that such Purchaser was outside the United States.
7. None of BISP, any of its affiliates or any person acting on any of their behalf (other than the Agent, its U.S. Affiliates, or any person acting on any of their behalf, in respect of which no representation is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Securities.
8. BISP covenants and agrees that it, its affiliates and any person acting on its or their behalf (other than the Agent, its U.S. Affiliates or any person acting on any of their behalf, in respect of which no representation is made) will not pay or give any commission or other remuneration, directly or indirectly, for soliciting the exchange of the Offered Securities for the Underlying Securities and is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Subscription Receipts.
9. As of the Closing Date, with respect to the offer and sale of the Offered Securities sold in reliance on Rule 506 of Regulation D, none of BISP, any of its predecessors, any affiliated issuer, any director, executive officer or other officer of BISP participating in the offering, any beneficial owner of twenty percent (20%) or more of BISP’s outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with BISP in any capacity at the time of sale of the Offered Securities (but excluding the Agent, its U.S. Affiliates and any selling group member, as to whom no representation, warranty or covenant is made) (each, an “**BISP Covered Person**”) is subject to any Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under Regulation D. BISP has exercised reasonable care to determine whether any BISP Covered Person is subject to a Disqualification Event. If applicable, BISP has complied with its disclosure obligations under Rule 506(e) of Regulation D, and has furnished to the Agent and its U.S. Affiliates a copy of any disclosures provided thereunder.

10. None of BISP, its affiliates or any person acting on any of their behalf (other than the Agent, its U.S. Affiliates, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) will (i) take any action that would cause the exemption provided by Section 3(a)(9) of the U.S. Securities Act to be unavailable for the exchange of Offered Securities for the Underlying Securities, (ii) take any action that would cause the exemption provided by Rule 506 of Regulation D and Section 4(a)(2) of the U.S. Securities Act to be unavailable for the offer and sale of the Offered Securities and the issuance and delivery of the Resulting Issuer Shares and Resulting Issuer Warrants, or (iii) pay or give any commission or other remuneration, directly or indirectly, for soliciting the exchange of Offered Securities for the Underlying Securities or the exchange of the Offered Securities for the Resulting Issuer Shares and Resulting Issuer Warrants.

Representations, Warranties and Covenants of Stamper

Stamper represents, warrants, covenants, and agrees that:

1. Stamper is a Foreign Issuer and reasonably believes (a) that as of the date hereof and on the Closing Date, there is no Substantial U.S. Market Interest in its common shares, (b) it is not now, and as a result of the Transaction will not be, registered or required to be registered as an “**investment company**” as such term is defined under the United States Investment Company Act of 1940, as amended under such act; and (c) neither Stamper nor any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.
2. The indirect primary offering of the Resulting Issuer Shares and Resulting Issuer Warrants in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States by the U.S. Affiliates, if applicable, is not prohibited pursuant to a court order issued pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated thereunder.
3. During the period that the Resulting Issuer Shares and Resulting Issuer Warrants are, or were offered for sale, none of Stamper nor any of its affiliates, nor any person acting on its or their behalf (other than the Agents, their U.S. Affiliates and any persons acting on any of their behalf, in respect of which no representation is made) (i) has made or will make any Directed Selling Efforts, (ii) has engaged in or will engage in any form of General Solicitation or General Advertising or any matter involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act with respect to offers or sales of the any of the Resulting Issuer Shares and Resulting Issuer Warrants or the Underlying Securities to, or for the account or benefit of U.S. Purchasers, or (iii) has taken or will take any other action that would cause the exclusion from registration provided by Regulation S or the exemptions from registration provided by Section 4(a)(2) and Rule 506(b) of Regulation D to be unavailable with respect to offers and sales of the Resulting Issuer Shares and Resulting Issuer Warrants in connection with the Transaction.
4. Stamper has not and will not, during the period beginning thirty (30) days prior to the start of the offering of the Resulting Issuer Shares and Resulting Issuer Warrants and ending thirty (30) days after the completion of the offering of the Resulting Issuer Shares and Resulting Issuer Warrants sell, offer for sale or solicit any offer to buy any of its securities in the United States in a manner that would be integrated with and would cause the exemption from registration provided by Regulation D to be unavailable with respect to offers and sales of the Resulting Issuer Shares and Resulting Issuer Warrants in connection with the Transaction.
5. Stamper will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable U.S. Securities Laws in connection with the offer and sale of the Resulting Issuer Shares and Resulting Issuer Warrants.

6. Except with respect to offers and sales to U.S. Accredited Investors who are U.S. Purchasers or who are acting for the account or benefit of U.S. Purchasers, in reliance upon an exemption from registration under Rule 506 of Regulation D and Section 4(a)(2) of the U.S. Securities Act, none of Stamper, its affiliates or any person acting on its or their behalf (other than the Agent, its U.S. Affiliates or any person acting on any of their behalf, in respect of which no representation is made) has made or will make: (A) any offer to sell, or any solicitation of an offer to buy any Resulting Issuer Shares and Resulting Issuer Warrants to, or for the account or benefit of, any U.S. Purchaser; or (B) any sale of Resulting Issuer Shares and Resulting Issuer Warrants unless, at the time the buy order was or will have been originated, the Purchaser was outside the United States or Stamper, its affiliates, and any person acting on its or their behalf reasonably believes that such Purchaser was outside the United States.
7. None of Stamper, any of its affiliates or any person acting on any of their behalf (other than the Agent, its U.S. Affiliates, or any person acting on any of their behalf, in respect of which no representation is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Subscription Receipts or the Resulting Issuer Shares and Resulting Issuer Warrants.
8. Stamper covenants and agrees that it, its affiliates and any person acting on its or their behalf (other than the Agent, its U.S. Affiliates or any person acting on any of their behalf, in respect of which no representation is made) will not pay or give any commission or other remuneration, directly or indirectly, for soliciting the exchange of the Resulting Issuer Shares and Resulting Issuer Warrants and is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Subscription Receipts.
9. As of the date hereof and on the Closing Date, with respect to the offer and sale of the Resulting Issuer Shares and Resulting Issuer Warrants in reliance on Rule 506(b) of Regulation D, none of Stamper, any of its predecessors, any affiliated issuer, any director, executive officer or other officer of Stamper participating in the offering, any beneficial owner of twenty percent (20%) or more of Stamper's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with Stamper in any capacity at the time of sale of the Stamper Units (but excluding the Agents, their U.S. Affiliates and any selling group member, as to whom no representation, warranty or covenant is made) (each, a "**Stamper Covered Person**") is subject to any Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under Regulation D. Stamper has exercised reasonable care to determine whether any Stamper Covered Person is subject to a Disqualification Event. If applicable, Stamper has complied with its disclosure obligations under Rule 506(e) of Regulation D, and has furnished to the Agents and their U.S. Affiliates a copy of any disclosures provided thereunder.
10. None of Stamper, its affiliates or any person acting on any of their behalf (other than the Agents, their U.S. Affiliates, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) will take any action that would cause the exemption provided by Rule 506(b) of Regulation D and Section 4(a)(2) of the U.S. Securities Act to be unavailable for the issuance of the Resulting Issuer Shares and Resulting Issuer Warrants.

EXHIBIT “I” TO SCHEDULE “A”

AGENT’S CERTIFICATE

In connection with the private placement to, or for the account or benefit of, persons in the United States and U.S. Persons of Subscription Receipts of BISP Exploration Inc. pursuant to the Agency Agreement dated September 3, 2025 among BISP, Stamper, and the Agent (the “**Agency Agreement**”), each of the undersigned does hereby certify as follows:

- (i) each U.S. affiliate of the undersigned Agent (the “**U.S. Affiliate**”) is a duly registered broker or dealer under the U.S. Exchange Act and under the securities laws of all applicable states where the offers and sales of Offered Securities were made (unless otherwise exempted from such state’s broker-dealer registration requirements) and a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc. on the date hereof;
- (ii) all offers and sales of the Offered Securities to, or for the account or benefit of, U.S. Purchasers were made to U.S. Accredited Investors;
- (iii) all offers and sales of Offered Securities to, or for the account or benefit of, U.S. Purchasers have been effected in accordance with all applicable U.S. federal and state broker dealer requirements;
- (iv) we have provided each offeree of Offered Securities that is a U.S. Accredited Investor with a Subscription Agreement, including any schedules and exhibits attached thereto, and no other written material was used in connection with the offer and sale of the Offered Securities to U.S. Purchasers.
- (v) immediately prior to offering Offered Securities to an offeree that was in the United States, we had a pre-existing business relationship with and had reasonable grounds to believe and did believe that each offeree was a U.S. Accredited Investor and, on the date hereof, we continue to believe that each U.S. Purchaser purchasing the Offered Securities from BISP is a U.S. Accredited Investor;
- (vi) no form of General Solicitation or General Advertising was used by us in connection with the offer or sale of the Offered Securities and the Underlying Securities to, or for the account or benefit of, U.S. Purchasers;
- (vii) prior to any sale of Offered Securities by BISP to a U.S. Purchaser, we caused each U.S. Purchaser that is a U.S. Accredited Investor to execute and deliver the applicable Subscription Agreement (including, in each case, any applicable schedules and exhibits attached thereto);
- (viii) none of us, any member of the selling group, or any of our or their affiliates, have taken or will take any action which would constitute a violation of Regulation M under the U.S. Exchange Act in connection with the offer or sale of the Offered Securities or the Underlying Securities; and
- (ix) the offer and sale of the Offered Securities has been conducted by us in accordance with the terms of the Agency Agreement, including Schedule “A” thereto.

Capitalized terms used in this certificate have the meanings given to them in the Agency Agreement, including Schedule “A” thereto, unless otherwise defined herein.

DATED this __ day of _____, 2025.

[AGENT]

[U.S. AFFILIATE]

By: _____
Name:
Title:

By: _____
Name:
Title

SCHEDULE "B"

This is Schedule "B" to the Agency Agreement dated as of September 3, 2025 among BISP, Stamper, and the Agent.

FORM OF LOCK-UP AGREEMENT

TO: VENTUM FINANCIAL CORP.
(the "Agent")

WHEREAS the undersigned is currently or could become: (a) the registered or beneficial holder of common shares (the "**BISP Shares**") in the issued and outstanding capital of BISP Exploration Inc. ("**BISP**") or of common shares in the issued and outstanding capital of Stamper Oil & Gas Corp. ("**Stamper**") (including for certainty any Resulting Issuer Shares, Resulting Issuer Warrants, or other securities of the Resulting Issuer that may be issued in exchange and replacement for any Unit Shares, Warrants, or other securities of BISP held by the undersigned in connection with the Transaction and in accordance with the terms of the Definitive Agreement); (b) a director or officer of BISP; or (c) a director or officer of the Resulting Issuer.

AND WHEREAS the undersigned understands that the Agent has entered into an agency agreement dated September 3, 2025 (the "**Agency Agreement**") with the Corporations providing for the private placement of the Subscription Receipts and Units (the "**Offering**");

AND WHEREAS in accordance with the terms of the Agency Agreement, it is desirable that the Locked-Up Securities (as defined herein) be subject to certain restrictions for a limited period of time;

NOW THEREFORE in consideration for the Agent completing the Offering on the terms set out in the Agency Agreement and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby enters into this lock-up agreement and agrees as follows:

1. All capitalized terms used herein but not otherwise defined herein have the meaning given to them in the Agency Agreement.
2. The undersigned agrees not to, directly or indirectly, offer, sell, contract to sell, grant any option to purchase, make any short sale, or otherwise dispose of, or transfer, or announce any intention to do so, any Resulting Issuer Shares held by the undersigned, whether now owned or hereinafter acquired, directly or indirectly, or under their control or direction, or with respect to which each has beneficial ownership (the "**Locked-Up Securities**"), or enter into any transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of the Locked-Up Securities, whether such transaction is settled by the delivery of Resulting Issuer Shares, other securities, cash or otherwise, for a period (the "**Lock-Up Period**") of ninety (90) days from the closing of the Transaction without the prior express written consent of the Agent, such consent to be granted or withheld in the Agent's sole discretion.
3. Section 2 shall not apply to: (a) any sale, transfer or tender of any of the Locked-Up Securities to a take-over bid or in connection with a merger, business combination, arrangement, restructuring, or similar transaction involving the Resulting Issuer, provided that in the event such transaction is not completed, the Locked-Up Securities shall continue to be subject to this lock-up agreement; (b) the exercise of any options, warrants, or other securities held by the undersigned convertible into Resulting Issuer Shares outstanding as of the date hereof; (c) transfers to affiliates of the undersigned, any family members of the undersigned, or any company, trust, or other entity owned by or maintained for the benefit of the undersigned; or (d) transfers occurring by operation of law or in connection with transactions arising as a result of the death of the undersigned, provided that in each of (c) and (d) any such transferee shall first enter into an agreement in substantially similar

form to this lock-up agreement, which shall remain in full force and effect until the expiry of the Lock-Up Period.

4. The undersigned authorizes BISP, Stamper, and the Resulting Issuer to cause its transfer agent during the Lock-Up Period to decline to transfer and/or to note stop transfer restrictions on the transfer books and records of BISP, Stamper, and the Resulting Issuer with respect to any Locked-Up Securities for which the undersigned is the record holder and, in the case of any such Locked-Up Securities for which the undersigned is the beneficial but not the record holder, agrees to cause the record holder to cause the transfer agent to decline to transfer and/or to note stop transfer restrictions on such books and records with respect to such securities;
5. Notwithstanding anything to the contrary contained herein and for certainty, upon completion of the Transaction, all references to BISP and securities of BISP, and Stamper and securities of Stamper (including as such securities relate to the Locked-Up Securities) contained in this lock-up agreement shall be deemed to be and shall be interpreted as references to the Resulting Issuer and securities of the Resulting Issuer, respectively, and this lock-up agreement and the restrictions set out herein will apply in all respects with respect to such securities of the Resulting Issuer.
6. For clarity, this lock-up agreement shall not preclude the undersigned from converting or exercising any convertible securities of the Resulting Issuer the undersigned may hold into the underlying securities of the Resulting Issuer, whereupon the securities issued to the undersigned upon conversion or exercise shall be deemed Locked-Up Securities pursuant to this lock-up agreement.
7. The undersigned hereby represents and warrants that the undersigned: (a) has full power and authority to enter into this lock-up agreement, and that, upon the reasonable request of the Agent, the undersigned will execute any additional documents necessary or desirable in connection with the enforcement hereof; (b) understands that the Corporations and the Agent is relying upon this lock-up agreement in proceeding towards consummation of the Offering, and (c) understands that it is a condition of the completion of the Offering that certain persons enter into an agreement in the form or substantially in the form hereof. The undersigned further understands that this lock-up agreement is irrevocable and shall be binding upon the undersigned's legal representatives, successors and permitted assigns, and shall enure to the benefit of the Corporations, the Agent, and their successors and assigns for the duration of the Lock-Up Period. All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned; and
8. This lock-up agreement shall enure to the benefit of the addressees and their successors and assigns and shall be governed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

[Rest of Page Intentionally Left Blank; Signature Page Follows]

This agreement may be executed by electronic signatures which shall be effective as original signatures.

DATED as of this 3rd day of September, 2025.

SIGNED in the presence of:)

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_____))

Witness

_____))

Signature

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_____))

Name of Witness (please type or print)

_____))

Name (please type or print)

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