

ARRANGEMENT AGREEMENT

Made amongst

BENTON RESOURCES INC.
("BENTON")

- and -

SOKOMAN MINERALS CORP.
("SOKOMAN")

- and -

VINLAND LITHIUM INC.
("VINLAND")

November 18, 2024

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ARRANGEMENT AGREEMENT

This Arrangement Agreement (this “**Agreement**”) is made this 18th day of November, 2024

Amongst:

BENTON RESOURCES INC.

a corporation subsisting under the laws of the Province of British Columbia (“**Benton**”)

- and -

SOKOMAN MINERALS CORP.

a corporation existing under the laws of the Province of British Columbia (“**Sokoman**”)

- and -

VINLAND LITHIUM INC.

a corporation incorporated under the laws of the Province of British Columbia (“**Vinland**”)

RECITALS:

- A. Vinland intends to apply for a listing of its Class A common shares (“**Vinland Shares**”) on the TSX Venture Exchange (“**TSXV**”) and in order to meet the minimum initial listing requirements of the TSXV must have a minimum of 200 shareholders holding at least a board lot of 100 Vinland Shares;
- B. In order to facilitate the TSXV listing, Sokoman and Benton have each agreed to distribute to their respective shareholders (“**Sokoman Old Common Shareholders and Benton Old Common Shareholders**”) 2,025,126 Vinland Shares in lots of a minimum of 50 Vinland Shares pro rata to holders of common shares of Benton and Sokoman;
- C. Sokoman and Benton intend that the spin-out distribution of the Vinland Shares is to be effected as a tax free return of capital in Canada pursuant to a share capital reorganization section 86 of the Income Tax Act (Canada);
- D. Sokoman and Benton intend to carry out the spinout distribution by way of two more-or-less concurrently implemented statutory plans of arrangement (the “**Arrangements**”), under the provisions of the *Business Corporations Act* (British Columbia) (the “**BCBCA**”).

NOW THEREFORE in consideration of the premises and the covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless otherwise defined or expressly stated herein or something in the subject matter or the context is inconsistent therewith:

“**affiliate**” and “**associate**” have the meanings respectively ascribed thereto under the Securities Act;

“**Agreement**” means this Arrangement Agreement as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof;

“**Arrangements**” means the Sokoman Arrangement and Benton Arrangement together and Arrangement means one of them as the context requires;

“**BCBCA**” means the *Business Corporations Act* (British Columbia), S.B.C. 2002, c. 57, as amended;

“**Benton Arrangement**” means the plan of arrangement substantially in the form and content set out in Schedule C of this Agreement, made under the provisions of Section 288 of the BCBCA as it may be modified or supplemented by Benton from time to time in accordance with Section 6.1 of the Benton Arrangement at the direction of the Court or with the consent of Sokoman and Vinland, each acting reasonably;

“**Benton Arrangement Resolutions**” means the resolutions to be considered and, if thought fit, passed by the Benton Old Common Shareholders at the Benton Meeting, substantially in the form and content of Schedule D of this Agreement, to approve by special majority, the Benton Arrangement;

“**Benton Board**” means the board of directors of Benton;

“**Benton Circular**” means the notice of meeting and Benton management information circular (including all schedules, appendices and exhibits thereto) to be sent to the Benton Old Common Shareholders in connection with Benton Meeting, including any amendments or supplements thereto;

“**Benton Final Order**” means the final order of the British Columbia Court approving the Benton Arrangement;

“**Benton Interim Order**” means the interim order of the British Columbia Court relating to the Benton Arrangement and providing for, among other things, the calling and holding of the Benton Meeting, as the same may be amended, supplemented or varied by the British Columbia Court;

“**Benton Meeting**” means the annual meeting and the special meeting of the Benton Old Common Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Benton Interim Order for the purpose of considering and, if thought fit, approving the Benton Arrangement Resolution;

“**Benton Minimum Lot Accounts**” means an account holding a number of Benton Old Common Shares which would be entitled to receive, absent section 3.1(b)(iii) of the Benton Arrangement, fewer than 50 Vinland Shares and which is estimated as of November 18, 2024 to be an account which holds fewer than 5,000 Benton Old Common Shares but subject to final determination immediately

prior to the Effective Date in accordance with the Final Exchange Terms as defined in the Benton Arrangement;

“Benton Options” means options to purchase Benton Shares;

“Benton Optionholder” means a holder of Benton Options;

“Benton Securityholders” means Benton Old Common Shareholders, Benton Warrantholders and Benton Optionholders

“Benton Old Common Shareholder Approval” has the meaning ascribed thereto in Section 2.2(c) of this Agreement;

“Benton Old Common Shareholder” means a holder of one or more Benton Old Common Shares;

“Benton Old Common Shares” means common shares in the capital of Benton;

“Benton Warrantholders” means holders of Benton share purchase warrants;

“Business Day” means a day other than a Saturday, a Sunday or any other day on which commercial banking institutions in Vancouver, British Columbia are authorized or required by applicable Law to be closed;

“commercially reasonable efforts” with respect to any Party means the cooperation of such Party and the use by such Party of its reasonable efforts consistent with reasonable commercial practice without extraordinary payment or incurrence of any liability or obligation, other than reasonable expenses;

“Conditional Vinland Listing Approval” means the November 4, 2024 written confirmation of the TSXV that the Vinland Shares will be listed on TSXV subject customary final listing conditions;

“Court” means the Supreme Court of British Columbia;

“Depository” means for Benton, the Computershare Trust Company of Canada and for Sokoman means Marrelli Trust Company Limited, in each case the respective distribution of the Vinland Shares and any related matters contemplated herein;

“Dissent Rights” has the meaning ascribed thereto in the Sokoman Arrangement and the Benton Arrangement;

“Effective Date” and **“Effective Time”** have the meaning ascribed thereto in each of the Arrangements;

“Final Order(s)” means the Benton Final Order and the Sokoman Final Order as the context requires;

“Governmental Authority” means any multinational, federal, provincial, territorial, state, regional, municipal, local or other government or governmental body and any division, agent, official, agency, commission, board or authority of any government, governmental body, quasi-governmental or private body (including the TSXV or any other stock exchange) exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing and any domestic, foreign

or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel or arbitrator acting under the authority of any of the foregoing;

“**ILR**” means minimum initial listing requirements of the TSXV;

“**Killick**” means Killick Lithium Inc., a wholly owned subsidiary of Vinland;

“**Laws**” means all laws, statutes, codes, ordinances (including zoning), decrees, rules, regulations, by-laws, notices, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, settlements, writs, assessments, arbitration awards, rulings, determinations or awards, decrees or other requirements of any Governmental Authority having the force of law and any legal requirements arising under the common law or principles of law or equity and the term “applicable” with respect to such Laws and, in the context that refers to any person, means such Laws as are applicable at the relevant time or times to such person or its business, undertaking, property or securities and emanate from a Governmental Authority having jurisdiction over such person or its business, undertaking, property or securities;

“**Liens**” means any pledge, claim, lien, charge, option, hypothec, mortgage, security interest, restriction, adverse right, prior assignment, lease, sublease, royalty, levy, right to possession or any other encumbrance, easement, license, right of first refusal, covenant, voting trust or agreement, transfer restriction under any shareholder or similar agreement, right or restriction of any kind or nature whatsoever, whether contingent or absolute, direct or indirect, or any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

“**Litigation**” has the meaning ascribed thereto in Section 5.6(k) of this Agreement;

“**Material Adverse Effect**” means any fact, change, effect, event, circumstance, occurrence or development that, taken together with all other facts, changes, effects, events, circumstances, occurrences or developments, has or would reasonably be expected to have a material and adverse effect on the business, results of operations, capitalization, assets, liabilities (including any contingent liabilities), obligations (whether absolute, accrued, conditional or otherwise), or financial condition of Vinland.

“**material fact**” has the meaning attributed to such term under the Securities Act;

“**Mailing Deadline**” means November 30, 2024 or such later date as the Parties may agree;

“**Meetings**” means the Sokoman Meeting and Benton Meeting together;

“**Meetings Deadline**” means for each of Benton and Sokoman, January 31, 2025 or such later date as the Parties may agree;

“**Minimum Lot Account**” means an account holding a number of Benton Old Common Shares or Sokoman Old Common Shares which would be entitled to receive, absent section 3.1(b)(iii) of the Benton Arrangement or the Sokoman Arrangement, fewer than 50 Vinland shares;

“**misrepresentation**” has the meaning attributed to such term under the Securities Act;

“**ordinary course of business**”, or any similar reference, means, with respect to an action taken or to be taken by any person, that such action is consistent with the past practices of such person and is taken in the ordinary course of the normal day-to-day business and operations of such person and, in

any case, is not unreasonable or unusual in the circumstances of such case in the context of the provisions of this Agreement;

“**Outside Date**” means February 28, 2025 or such later date as may be agreed to in writing by the Parties;

“**Party**” means each of the corporations referenced on the first page of this Agreement and “**Parties**” means all of them;

“**Permit**” means any lease, license, permit, certificate, consent, order, grant, approval, classification, registration or other authorization of or from any Governmental Authority;

“**Person**” or “**person**” includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status;

“**Piedmont Earn-in Agreement**” means the agreement dated October 11, 2023 as amended, among Piedmont Newfoundland Holdings LLC, Benton, Sokoman, Vinland and Killick pursuant to which Piedmont Newfoundland Holdings LLC has the right to acquire up to a 62.5% interest in Killick;

“**Property**” means the Killick lithium exploration property consisting of 26 unpatented mining claims totaling 95,050 hectares located approximately 20 kilometers north-northwest of the town of Burgeon, Newfoundland;

“**Regulatory Approvals**” means the approval of the TSXV and any other rulings, consents, orders, exemptions, permits and other approvals (including the waiver or lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of any Governmental Authority;

“**Representatives**” means, collectively, with respect to a Party, that Party’s officers, directors, employees, consultants, advisors, agents or other representatives (including lawyers, accountants, investment bankers and financial advisors);

“**Returns**” means all returns, reports, declarations, elections, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required to be made, prepared or filed by Law in respect of Taxes;

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

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

“**Securities Act**” means the *Securities Act* (British Columbia) and the rules, regulations and published policies made under those statutes;

“**Securities Laws**” means, collectively, the applicable securities Laws of each relevant jurisdiction, and policies of the TSXV;

“**Sokoman Arrangement**” means the plan of arrangement substantially in the form and content set out in Schedule A of this Agreement, made under the provisions of Section 288 of the BCBCA as it may be modified or supplemented by Sokoman from time to time in accordance with Section 6.1 of the Sokoman Arrangement at the direction of the Court or with the consent of Benton and Vinland, each acting reasonably;

“**Sokoman Arrangement Resolutions**” means the resolutions to be considered and, if thought fit, passed by the Sokoman Old Common Shareholders at the Sokoman Meeting, substantially in the form and content of Schedule B of this Agreement, to approve by special majority the Sokoman Arrangement;

“**Sokoman Board**” means the board of directors of Sokoman;

“**Sokoman Circular**” means the notice of meeting and Sokoman information circular (including all schedules, appendices and exhibits thereto) to be sent to the Sokoman Old Common Shareholders in connection with Sokoman Meeting, including any amendments or supplements thereto;

“**Sokoman Final Order**” means the final order of the Court approving the Sokoman Arrangement;

“**Sokoman Interim Order**” means the interim order of the Court relating to the Arrangement and providing for, among other things, the calling and holding of the Sokoman Meeting, as the same may be amended, supplemented or varied by the Court;

“**Sokoman Minimum Lot Account**” means an account holding a number of Sokoman Old Common Shares which would be entitled to receive, absent section 3.1(b)(iii) of the Sokoman Arrangement, fewer than 50 Vinland Shares and which is estimated as of November 18, 2024 to be an account which holds fewer than 8,000 Sokoman Old Common Shares but subject to final determination immediately prior to the Effective Date in accordance with the Final Exchange Terms as defined in the Sokoman Arrangement;

“**Sokoman Options**” means options to purchase Sokoman Old Common Shares;

“**Sokoman Optionholder**” means a holder of Sokoman Options;

“**Sokoman Meeting**” means the annual meeting and the special meeting of the Sokoman Old Common Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Sokoman Interim Order for the purpose of considering and, if thought fit, approving the Sokoman Arrangement Resolutions;

“**Sokoman Old Common Shareholder Approval**” has the meaning ascribed thereto in Section 3.2(c) of this Agreement;

“**Sokoman Securityholders**” means Sokoman Old Common Shareholders, Sokoman Warrantholders and Sokoman Optionholders;

“**Sokoman Old Common Shareholder**” means the holder of one or more Sokoman Old Common Shares;

“**Sokoman Old Common Shares**” means common shares in the capital of Sokoman;

“Sokoman Warrantholders” means holders of Sokoman common share purchase warrants;

“Vinland Shares” means the Class A common shares of Vinland;

“Vinland” means Vinland Lithium Inc.;

“Vinland Subsidiary” means Killick Lithium Inc., a wholly owned subsidiary of Vinland;

“subsidiary” means, with respect to a specified entity, any:

- (a) corporation of which issued and outstanding voting securities of such corporation to which are attached more than 50% of the votes that may be cast to elect directors of the corporation (whether or not shares of any other class or classes will or might be entitled to vote upon the happening of any event or contingency) are owned by such specified entity and the votes attached to those voting securities are sufficient, if exercised, to elect a majority of the directors of such corporation;
- (b) partnership, unlimited liability company, joint venture or other similar entity in which such specified entity has more than 50% of the equity interests and the power to direct the policies, management and affairs thereof; and
- (c) a subsidiary (as defined in clauses (a) and (b) above) of any subsidiary (as so defined) of such specified entity;

“Tax” or **“Taxes”** means all taxes, dues, duties, rates, imposts, fees, levies, other assessments, tariffs, charges or obligations of the same or similar nature, however denominated, imposed, assessed or collected by any Governmental Authority, including all income taxes, including any tax on or based on net income, including any federal, provincial, state, territorial, county, municipal, local or foreign taxes, , payroll taxes, health taxes, employment taxes, withholding taxes, sales taxes, use taxes, goods and services taxes, custom duties, employment or unemployment insurance premiums, social insurance premiums and worker’s compensation premiums and pension (including Canada Pension Plan) payments, and other taxes, fees, imposts, assessments or charges of any kind whatsoever together with any interest, penalties, additional taxes, fines and other charges and additions that may become payable in respect thereof;

“Tax Act” means the *Income Tax Act* (Canada), R.S.C. 1985 (5th Supp.) c.1, and the regulations promulgated thereunder, as amended;

“TSXV” means the TSX Venture Exchange;

“United States” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

“U.S. Exchange Act” means the *United States Securities Exchange Act of 1934*, as amended and the rules and regulations promulgated thereunder;

“U.S. Securities Act” means the *United States Securities Act of 1933*, as amended and the rules and regulations promulgated thereunder;

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

1.2 Currency

Except where otherwise specified, all references to currency and use of “\$” refers to Canadian dollars.

1.3 Interpretation Not Affected by Headings

The division of this Agreement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer to this Agreement, including the Schedules hereto, and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to an Article, Section or Schedule by number or letter or both are to that Article, Section or Schedule in or to this Agreement.

1.4 Knowledge

Any reference in this Agreement to the “knowledge” of a Party, means to the knowledge and information of the Chief Executive Officer (“CFO”) and Chief Financial Officer (“CFO”) of each party after making due inquiry regarding the relevant matter.

1.5 Extended Meanings, Etc.

Unless the context otherwise requires, words importing the singular number only include the plural and *vice versa*; words importing any gender include all genders. The terms “including” or “includes” and similar terms of inclusion, unless expressly modified by the words “only” or “solely”, mean “including without limiting the generality of the foregoing” and “includes without limiting the generality of the foregoing”.

1.6 Date of any Action

In the event that any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day, such action will be required to be taken on the next succeeding day which is a Business Day.

1.7 Schedules

The following are the Schedules to this Agreement:

Schedule A - Sokoman Arrangement

Schedule B - Sokoman Arrangement Resolutions

Schedule C – Benton Arrangement

Schedule D - Benton Arrangement Resolutions

Schedule E - Representations and Warranties of Benton

Schedule F - Representations and Warranties of Sokoman

Schedule G- Representations and Warranties of Vinland

ARTICLE 2
THE BENTON ARRANGEMENT

2.1 Benton Arrangement

The Parties agree that the Benton Arrangement will be implemented in accordance with and subject to the terms and conditions contained in this Agreement and the Benton Arrangement.

2.2 Benton Interim Order

As soon as reasonably practicable following the date hereof, Benton shall apply to the British Columbia Court pursuant to Section 288 of the BCBCA and prepare, file and diligently pursue an application for the Benton Interim Order, which shall provide, among other things:

- (a) for the Persons to whom notice is to be provided in respect of the Benton Arrangement and the Benton Meeting and for the manner in which such notice is to be provided;
- (b) for confirmation of the record date for the Benton Meeting referred to in Section 1.10(a);
- (c) that the requisite approval for the Benton Arrangement Resolution shall be 66²/₃% of the votes cast on the Benton Arrangement Resolution by Benton Old Common Shareholders voting in person or by proxy at the Benton Meeting (the “**Benton Old Common Shareholder Approval**”);
- (d) that, in all other respects, the terms, conditions and restrictions of the Benton articles, including quorum requirements and other matters, shall apply in respect of the Benton Meeting;
- (e) for the grant of Dissent Rights to Benton Old Common Shareholders as contemplated in the Benton Arrangement;
- (f) for the notice requirements with respect to the presentation of the application to the Court for the Benton Final Order;
- (g) that the Benton Meeting may be adjourned from time to time by Benton, subject to the terms of this Agreement, without the need for additional approval of the Court;
- (h) that the record date for Benton Old Common Shareholders entitled to notice of and to vote at the Benton Meeting will not change in respect of any adjournment(s) of the Benton Meeting;
- (i) that it is Benton’s intention to rely upon the exemption from registration provided by Section 3(a)(10) of the *U.S. Securities Act* with respect to the distribution of the Vinland Shares; and
- (j) for such other matters as Benton may reasonably require, subject to obtaining the prior consent of Sokoman and Vinland, such consent not to be unreasonably withheld or delayed.

2.3 Benton Meeting

Subject to the terms of this Agreement:

- (a) Benton agrees to convene and conduct the Benton Meeting in accordance with the Benton Interim Order, Benton's constating documents and applicable Law as soon as reasonably practicable, and in any event on or before the Meeting Deadline. Benton agrees that it shall, in consultation with Sokoman, fix and publish a record date for the purposes of determining the Benton Old Common Shareholders entitled to receive notice of and vote at the Benton Meeting in accordance with the Benton Interim Order. Benton agrees to use its commercially reasonable efforts to schedule the Benton Meeting on the same day as the Sokoman Meeting.
- (b) Except as required for quorum purposes or otherwise permitted under this Agreement, Benton shall not adjourn (except as required by Law or by valid Benton Old Common Shareholder action), postpone or cancel (or propose or permit the adjournment (except as required by Law or by valid Benton Old Common Shareholder action) postponement or cancellation of) the Benton Meeting without Sokoman's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.
- (c) Benton will on request advise Sokoman as Sokoman may reasonably request, as to the aggregate tally of the proxies received by Benton in respect of the Benton Arrangement Resolution.
- (d) Benton will promptly advise Sokoman of any written notice of dissent or purported exercise by any Benton Old Common Shareholder of Dissent Rights received by Benton in relation to the Benton Arrangement and any withdrawal of Dissent Rights received by Benton and any written communications sent by or on behalf of Benton to any Benton Old Common Shareholder exercising or purporting to exercise Dissent Rights in relation to the Benton Arrangement.

2.4 Benton Circular

- (a) As promptly as reasonably practicable following execution of this Agreement but in any event prior to the close of business on the Mailing Deadline, Benton shall (i) prepare the Benton Circular together with any other documents required by applicable Laws, (ii) file the Benton Circular in all jurisdictions where the same is required to be filed, and (iii) mail the Benton Circular as required under applicable Laws and by the Benton Interim Order. On the date of mailing thereof, the Benton Circular shall comply in all material respects with all applicable Laws and the Benton Interim Order and shall contain sufficient detail to permit the Benton Old Common Shareholders to form a reasoned judgement concerning the matters to be placed before them at the Benton Meeting.
- (b) Benton shall ensure that the Benton Circular complies in all material respects with all applicable Laws, and, without limiting the generality of the foregoing, that the Benton Circular will not contain any misrepresentation (except that Benton shall not be responsible for any information relating to Sokoman and its affiliates, including the Sokoman Old Common Shares).
- (c) Benton shall (i) solicit proxies in favour of the Benton Arrangement Resolution, against any resolution submitted by any other Benton Old Common Shareholder, including, if so requested by Sokoman, using the services of dealers and proxy solicitation services and permitting Sokoman to otherwise assist Benton in such solicitation, and, notwithstanding any other provision in this Agreement, the cost and expenses associated with any such proxy

solicitation requested by Sokoman shall be borne by Sokoman, and take all other actions that are reasonably necessary or desirable to seek the Benton Old Common Shareholder Approval, (ii) unanimously recommend to Benton Old Common Shareholders that they vote in favour of the Benton Arrangement Resolution, (iii) include a statement that each director and executive officer of Benton intends to vote all of such Person's Benton Securities in favour of the Benton Arrangement Resolution, subject to the other terms of this Agreement.

- (d) Each of Benton and Sokoman shall each promptly notify the other if at any time before the Effective Date either becomes aware that the Benton Circular contains a misrepresentation, or that otherwise requires an amendment or supplement to the Benton Circular and the Parties shall co-operate in the preparation of any amendment or supplement to the Benton Circular as required or appropriate, and Benton shall promptly mail or otherwise publicly disseminate any amendment or supplement to the Benton Circular to Benton Old Common Shareholders and, if required by the Court or applicable Laws, file the same with any Governmental Authority and as otherwise required.

2.5 Benton Final Order

If (a) the Benton Interim Order is obtained, and (b) the Benton Arrangement Resolution are passed at the Benton Meeting by the Benton Old Common Shareholders as provided for in the Benton Interim Order and as required by applicable Law, subject to the terms of this Agreement, Benton shall diligently pursue and take all steps necessary or desirable to have the hearing before the Court of the application for the Benton Final Order pursuant to Section 288 of the BCBCA held as soon as reasonably practicable and, in any event, within three (3) Business Days following the approval of the Benton Arrangement Resolution at the Benton Meeting.

2.6 Effective Date

Benton shall implement the Benton Arrangement concurrently with the Sokoman Arrangement. Subject to obtaining the Benton Final Order and in coordination with Sokoman completing the Sokoman Arrangement, Benton and Sokoman shall seek to complete the Arrangements, more-or-less concurrently no later than the second (2nd) Business Day after the satisfaction or, and, where permitted, the waiver of the conditions (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, the waiver of those conditions as of the Effective Date) set forth in Article 7, unless another time or date is agreed to in writing by the Parties. The Benton Amended Articles shall be filed by Benton, provided that the Benton Amended Articles shall not be sent for filing, except as contemplated hereby or with Sokoman's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. From and after the Effective Time of the Benton Arrangement, the Benton Arrangement will have all of the effects provided by applicable Law, including the BCBCA. The completion of the Benton Arrangement will be deemed to take place at the Effective Time of the Benton Arrangement on the Effective Date, concurrently with the Effective Time of the Sokoman Arrangement. The completion of the Sokoman Arrangement shall be implemented on the Effective Date following confirmation by email by counsel for each of Benton and Sokoman that each of Sokoman and Benton are ready to implement the Arrangements.

2.7 Distribution of Vinland Shares to Benton Shareholders

Benton will, following receipt by Benton of the Benton Final Order and prior to the filing by Benton of the Benton Amended Articles, deposit in escrow with the Depositary the 2,025,126 Vinland Shares

to be distributed pursuant to the Benton Arrangement (other than to (i) Benton Old Common Shareholders exercising Dissent Rights and who have not withdrawn their notice of objection and (ii) accounts which are less than the Benton Minimum Lot Accounts).

2.8 Withholding Taxes

Benton and the Depositary shall be entitled to deduct or withhold from the Vinland distribution payable to a Benton Old Common Shareholder, including dissenting shareholders, pursuant to the Benton Arrangement, such Taxes or other amounts as Benton or the Depositary is required, entitled or permitted to deduct or withhold with respect to such payment under the Tax Act, the Code, or any other provisions of any applicable Laws, in each case, as amended. To the extent that Taxes or other amounts are so deducted or withheld, such deducted or withheld Taxes or other amounts shall be treated for all purposes under this Agreement as having been paid to the Benton Old Common Shareholder in respect of which such deduction or withholding was made, provided that such deducted or withheld Taxes or other amounts are actually remitted to the appropriate taxing authority.

ARTICLE 3 THE SOKOMAN ARRANGEMENT

3.1 Sokoman Arrangement

Sokoman and Benton agree that the Sokoman Arrangement will be implemented in accordance with and subject to the terms and conditions contained in this Agreement and the Sokoman Arrangement.

3.2 Sokoman Interim Order

As soon as reasonably practicable following the receipt by Vinland of Conditional Vinland Listing Approval, Sokoman shall apply to the British Columbia Court pursuant to Section 288 of the BCBCA and prepare, file and diligently pursue an application for the Sokoman Interim Order, which shall provide, among other things:

- (a) for the Persons to whom notice is to be provided in respect of the Sokoman Arrangement and the Sokoman Meeting and for the manner in which such notice is to be provided;
- (b) for confirmation of the record date for the Sokoman Meeting referred to in Section 1.18(a);
- (c) that the requisite approval for the Sokoman Arrangement Resolution shall be $66\frac{2}{3}\%$ of the votes cast on the Sokoman Arrangement Resolution by Sokoman Old Common Shareholders voting in person or by proxy at the Sokoman Meeting (the “**Sokoman Old Common Shareholder Approval**”);
- (d) that, in all other respects, the terms, conditions and restrictions of the Sokoman articles, including quorum requirements and other matters, shall apply in respect of the Sokoman Meeting;
- (e) for the grant of Dissent Rights as contemplated in the Sokoman Arrangement;
- (f) that the Sokoman Meeting may be adjourned from time to time by Sokoman, subject to the terms of this Agreement, without the need for additional approval of the Court;

- (g) for the notice requirements with respect to the presentation of the application to the Court for the Sokoman Final Order;
- (h) that the record date for Sokoman Old Common Shareholders entitled to notice of and to vote at the Sokoman Meeting will not change in respect of any adjournment(s) of the Sokoman Meeting;
- (i) for such other matters as Sokoman may reasonably require, subject to obtaining the prior written consent of Benton and Vinland, such consent not to be unreasonably withheld or delayed; and
- (j) that it is Sokoman's intention to rely upon the exemption from registration provided by Section 3(a)(10) of the *U.S. Securities Act* with respect to the distribution of the Vinland Shares.

3.3 Sokoman Meeting

Subject to the terms of this Agreement:

- (a) Sokoman agrees to convene and conduct the Sokoman Meeting in accordance with the Sokoman Interim Order, Sokoman's constating documents and applicable Law as soon as reasonably practicable, and in any event on or before the Meeting Deadline. Sokoman agrees that it shall, in consultation with Benton, fix and publish a record date for the purposes of determining the Sokoman Old Common Shareholders entitled to receive notice of and vote at the Sokoman Meeting in accordance with the Sokoman Interim Order. Sokoman agrees to use its commercially reasonable efforts to schedule the Sokoman Meeting on the same day as the Benton Meeting.
- (b) Except as required for quorum purposes or otherwise permitted under this Agreement, Sokoman shall not adjourn (except as required by Law or by valid Sokoman Old Common Shareholder action), postpone or cancel (or propose or permit the adjournment (except as required by Law or by valid Sokoman Old Common Shareholder action), postponement or cancellation of) the Sokoman Meeting without Benton's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.
- (c) Sokoman will advise Benton as Benton may reasonably request, as to the aggregate tally of the proxies received by Sokoman in respect of the Sokoman Arrangement .
- (d) Sokoman will promptly advise Benton of any written notice of dissent or purported exercise by any Sokoman Old Common Shareholder of Dissent Rights received by Sokoman in relation to the Sokoman Arrangement and any withdrawal of Dissent Rights received by Sokoman and any written communications sent by or on behalf of Sokoman to any Sokoman Old Common Shareholder exercising or purporting to exercise Dissent Rights in relation to the Sokoman Arrangement.

3.4 Sokoman Circular

- (a) As promptly as reasonably practicable following execution of this Agreement but in any event prior to the close of business on the Mailing Deadline, Sokoman shall (i) prepare the Sokoman Circular together with any other documents required by applicable Laws, (ii) file the Sokoman Circular in all jurisdictions where the same is required to be filed, and (iii) mail

the Sokoman Circular as required in accordance with all applicable Laws and the Sokoman Interim Order. On the date of mailing thereof, the Sokoman Circular shall comply in all material respects with all applicable Laws and the Sokoman Interim Order and shall contain sufficient detail to permit the Sokoman Old Common Shareholders to form a reasoned judgement concerning the matters to be placed before them at the Sokoman Meeting.

- (b) Sokoman shall ensure that the Sokoman Circular complies in all material respects with all applicable Laws, and, without limiting the generality of the foregoing, that the Sokoman Circular will not contain any misrepresentation (except that Sokoman shall not be responsible for any information relating to Benton and its affiliates, including the Benton Old Common Shares).
- (c) Sokoman shall (i) solicit proxies in favour of the Sokoman Arrangement Resolution, against any resolution submitted by any other Sokoman Old Common Shareholder, including, if so requested by Benton, using the services of dealers and proxy solicitation services and permitting Benton to otherwise assist Sokoman in such solicitation, and, notwithstanding any other provision in this Agreement, the cost and expenses associated with any such proxy solicitation requested by Benton shall be borne by Benton, and take all other actions that are reasonably necessary or desirable to seek the Sokoman Old Common Shareholder Approval, (ii) unanimously recommend to Sokoman Old Common Shareholders that they vote in favour of the Sokoman Arrangement Resolution, (iii) include a statement that each director and executive officer of Sokoman intends to vote all of such Person's Sokoman Securities in favour of the Sokoman Arrangement Resolution, subject to the other terms of this Agreement.
- (d) Each of Sokoman and Benton shall each promptly notify the other if at any time before the Effective Date either becomes aware that the Sokoman Circular contains a misrepresentation, or that otherwise requires an amendment or supplement to the Sokoman Circular and the Parties shall co-operate in the preparation of any amendment or supplement to the Sokoman Circular as required or appropriate, and Sokoman shall promptly mail or otherwise publicly disseminate any amendment or supplement to the Sokoman Circular to Sokoman Old Common Shareholders and, if required by the Court or applicable Laws, file the same with the Governmental Authorities and as otherwise required.

3.5 Sokoman Final Order

If (a) the Sokoman Interim Order is obtained, and (b) the Sokoman Arrangement Resolutions are passed at the Sokoman Meeting by the Sokoman Old Common Shareholders as provided for in the Sokoman Interim Order and as required by applicable Law, subject to the terms of this Agreement, Sokoman shall diligently pursue and take all steps necessary or desirable to have the hearing before the Court of the application for the Sokoman Final Order pursuant to Section 288 of the BCBCA held as soon as reasonably practicable, and in any event, within three (3) Business Days following the approval of the Sokoman Arrangement Resolution at the Sokoman Meeting.

3.6 Filing Sokoman Amended Articles and Effective Date

The Sokoman shall implement the Sokoman Arrangement concurrently with the Benton Arrangement. Subject to obtaining the Sokoman Final Order and in coordination with Benton completing the Benton Arrangement, Sokoman and Benton shall seek to complete the Arrangements no later than the second (2nd) Business Day after the satisfaction or, where not prohibited, the waiver

of the conditions (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, the waiver of those conditions as of the Effective Date) set forth in Article 7, unless another time or date is agreed to in writing by the Parties. The Sokoman Amended Articles shall be filed by Sokoman, provided that the Sokoman Amended Articles shall not be sent for filing, except as contemplated hereby or with Benton's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. From and after the Effective Time of the Sokoman Arrangement, the Sokoman Arrangement will have all of the effects provided by applicable Law, including the BCBCA. The completion of the Sokoman Arrangement will be deemed to take place at the Effective Time of the Sokoman Arrangement on the Effective Date, concurrently with the Effective Time of the Sokoman Arrangement. The completion of the Sokoman Arrangement shall be implemented on the Effective Date following confirmation by email by counsel for each of Benton and Sokoman that each of Sokoman and Benton are ready to implement the Arrangements.

3.7 Distribution of Vinland Shares to Sokoman Old Common Shareholders

Sokoman will, following receipt by Sokoman of the Sokoman Final Order and prior to the filing by Sokoman of the Sokoman Amended Articles, deposit in escrow with the Depositary the 2,025,126 Vinland Shares to be distributed pursuant to the Sokoman Arrangement (other than to; (i) Sokoman Old Common Shareholders exercising Dissent Rights and who have not withdrawn their notice of objection; and (ii) accounts which are less than the Sokoman Minimum Lot Accounts).

3.8 Withholding Taxes

Sokoman and the Depositary shall be entitled to deduct or withhold from the Vinland distribution payable to a Sokoman Old Common Shareholder, including dissenting shareholders, pursuant to the Sokoman Arrangement, such Taxes or other amounts as Sokoman or the Depositary is required, entitled or permitted to deduct or withhold with respect to such payment under the Tax Act, the Code, or any other provisions of any applicable Laws, in each case, as amended. To the extent that Taxes or other amounts are so deducted or withheld, such deducted or withheld Taxes or other amounts shall be treated for all purposes under this Agreement as having been paid to the Sokoman Old Common Shareholder in respect of which such deduction or withholding was made, provided that such deducted or withheld Taxes or other amounts are actually remitted to the appropriate taxing authority.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Benton

Benton represents and warrants to and in favour of Sokoman and Vinland as set forth in Schedule E and acknowledges Sokoman and Vinland are relying upon such representations and warranties in connection with the entering into of this Agreement and the completion of the transactions contemplated hereby.

4.2 Representations and Warranties of Sokoman

Sokoman represents and warrants to and in favour of Benton and Vinland as set forth in Schedule F and acknowledges Benton and Vinland are relying upon such representations and warranties in connection with the entering into of this Agreement and the completion of the transactions contemplated hereby.

4.3 Representations and Warranties of Vinland

Vinland represents and warrants to and in favour of Sokoman and Benton as set forth in Schedule G and acknowledges Sokoman and Benton are relying upon such representations and warranties in connection with the entering into of this Agreement and the completion of the transactions contemplated hereby.

4.4 Survival of Representations and Warranties

No investigation by or on behalf of any Party prior to the execution of this Agreement will mitigate, diminish or affect the representations and warranties made by the other Parties. The representations and warranties of the Parties contained in this Agreement will not survive the completion of the Arrangements and will expire and be terminated on the earlier of the Effective Time of the Benton Arrangement (being the second of the two Arrangements to be completed in accordance with this Agreement) and the date on which this Agreement is terminated in accordance with its terms. This Section 4.4 will not limit any covenant or agreement of any of the Parties, which, by its terms, contemplates performance after the Effective Time of the Arrangements or the date on which this Agreement is terminated, as the case may be.

ARTICLE 5 COVENANTS

5.1 Announcement and Shareholder Communications

Sokoman and Benton shall jointly announce the transactions contemplated hereby promptly following execution hereof. Sokoman, Vinland and Benton agree to co-operate in the preparation of presentations, if any, to Benton Old Common Shareholders or Sokoman Old Common Shareholders regarding the transactions contemplated by this Agreement, and no Party shall (i) issue any news release or otherwise make public announcements with respect to this Agreement, the Benton Arrangement or the Sokoman Arrangement without the consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed) or (ii) make any filing with any Governmental Authority with respect thereto without prior consultation with the other Party; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing required under applicable Laws or stock exchange rules, and the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other Party and reasonable opportunity to review or comment on the disclosure or filing, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing.

5.2 Preparation of Filings

Sokoman, Benton and Vinland shall co-operate and use their commercially reasonable efforts to take, or cause to be taken, all reasonable actions, including the preparation of any applications for Regulatory Approvals and other orders, registrations, consents, filings, rulings, exemptions, no-action letters, circulars and approvals required in connection with this Agreement and the Benton Arrangement and the Sokoman Arrangement and the preparation of any required documents, in each case as reasonably necessary to discharge their respective obligations under this Agreement, and to complete any of transactions contemplated by this Agreement, including their obligations under applicable Laws.

5.3 List of Shareholders

At the request of a Party, the other shall provide it with a list (in written and electronic form) of its registered Shareholders, together with their addresses and respective holdings of its Shares, with a list of the names and addresses and holdings of all Persons having rights issued to its Shares (Options and Warrants) and a list of non-objecting beneficial owners of its Shares, together with their addresses and respective holdings of Shares. Each party shall from time to time require that its registrar and transfer agent furnish the other with such additional information, including updated or additional lists of security holders and lists of holdings and other assistance as a Party may reasonably request.

5.4 Co-operation with Court Proceedings

Subject to the terms of this Agreement, Benton and Sokoman will cooperate with and assist the other in seeking the required Interim Order and Final Order, including by providing the other on a timely basis any information reasonably required in connection therewith. Each party will provide the other with reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangements and will give reasonable consideration to all such comments. Each party will ensure that all materials filed with the Court in connection with its Arrangement is consistent in all material respects with the terms of this Agreement. Each party will also oppose any proposal from any Party that the other party's Final Order contain any provision inconsistent with this Agreement.

5.5 U.S. Securities Law Matters

The parties covenant and agree that the Arrangements shall each be carried out with the intention that the distribution of Vinland Shares distributed under the Arrangements shall be distributed by Benton and Sokoman in reliance on the exemption from the registration requirements of the *U.S. Securities Act* provided by Section 3(a)(10) thereof.

5.6 Interim Covenants of Vinland Regarding the Conduct of Business

Vinland covenants and agrees that, until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, unless Sokoman and Benton otherwise consent in writing (to the extent that such consent is permitted by applicable Law), which consent will not be unreasonably withheld, conditioned or delayed, or expressly permitted or specifically contemplated by this Agreement or as is otherwise required by applicable Law:

- (a) Vinland will fully cooperate and consult through meetings with Sokoman and Benton, to make any disclosure or filing required under applicable Laws or stock exchange rules, and Vinland shall use all commercially reasonable efforts to give prior oral or written notice to Sokoman and Benton and reasonable opportunity to review or comment on the disclosure or filing, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing.
- (b) without the written consent of Benton and Sokoman Vinland will not, and will cause the Vinland Subsidiary to not, directly or indirectly:
 - (i) alter or amend the articles, charter, by-laws or other constating documents of Vinland;

- (ii) declare, set aside or pay any dividend on or make any distribution or payment or return of capital in respect of any equity securities of Vinland (other than dividends, distributions, payments or return of capital made to Vinland) (except in accordance with the Vinland Arrangement);
 - (iii) split, divide, consolidate, combine or reclassify the Vinland Shares or any other securities of Vinland;
 - (iv) issue, grant, sell or pledge or authorize or agree to issue, grant, sell or pledge any Vinland Shares or other securities of Vinland, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, Vinland Shares or other securities of Vinland, other than the issuance of Vinland Shares issuable pursuant to: (A) the terms of any Vinland dilutive securities outstanding on the date hereof; or (B) the terms of existing Vinland material contracts;
 - (v) redeem, purchase or otherwise acquire or subject to any Lien, any of its outstanding Vinland Shares or other securities or securities convertible into or exchangeable or exercisable for Vinland Shares or any such other securities;
 - (vi) amend the terms of any securities of Vinland;
 - (vii) adopt a plan of liquidation or resolution providing for the liquidation or dissolution of Vinland;
 - (viii) create any subsidiary or enter into any contracts or other arrangements regarding the control or management of the operations, or the appointment of governing bodies or enter into any joint ventures;
 - (ix) reorganize, amalgamate or merge with any other person and will not cause or permit any of its subsidiaries to reorganize, amalgamate or merge with any other person;
 - (x) make any material changes to any of its accounting policies, principles, methods, practices or procedures (including by adopting any material new accounting policies, principles, methods, practices or procedures), or
 - (xi) enter into, modify or terminate any contract with respect to any of the foregoing;
- (c) Vinland will immediately notify Sokoman and Benton orally and then promptly notify Sokoman and Benton in writing of (i) any “material change” (as defined in the Securities Act) in relation to Vinland, (ii) any event, circumstance or development that, to the knowledge of Vinland, has had or would reasonably be expected to have, individually or in the aggregate, an Vinland Material Adverse Effect, (iii) any breach of this Agreement in any material respect by Vinland (where, for the purposes of requiring notice under this subsection shall include any breach that would result in an expenditure, cash outlay, liability, claim or indebtedness of \$50,000 or more), or (iv) any event occurring after the date of this Agreement that would render a representation or warranty, if made on that date or the Effective Date, inaccurate in any material respect such that any of the conditions in Article 7 relating to Vinland would not be satisfied;

- (d) Vinland will not, directly or indirectly, except in the ordinary course of business:
 - (i) terminate, fail to renew, cancel, waive, release, grant or transfer any rights of material value;
 - (ii) except in connection with matters otherwise permitted under this Section 1.33(d) enter into any contract which would be a material contract if in existence on the date hereof, or terminate, cancel, extend, renew or amend, modify or change any material contract;
 - (iii) enter into any lease or sublease of real property (whether as a lessor, sublessor, lessee or sublessee), or modify, amend or exercise any right to renew any lease or sublease of real property or acquire any interest in real property; or
 - (iv) enter into any contract containing any provision restricting or triggered by the transactions contemplated herein;
- (e) Vinland will not, except as required by an existing contract or employment, pension, supplemental pension, termination or compensation arrangements or policies or plans in effect on the date hereof, and except as is necessary to comply with applicable Laws:
 - (i) grant to any officer, director, employee or consultant of Vinland an increase in compensation in any form;
 - (ii) grant any general salary increase, fee or pay any bonus or other material compensation to the directors, officers, employees or consultants of Vinland other than the payment of salaries, fees and benefits in the ordinary course of business;
 - (iii) take any action with respect to the grant or increase of any severance, change of control, retirement, retention or termination pay;
 - (iv) enter into or modify any employment or consulting agreement with any officer or director of Vinland;
 - (v) terminate the employment or consulting arrangement of any senior management employees, except for cause; or
 - (vi) increase any benefits payable under its current severance or termination pay policies;
- (f) Vinland will not make any loan to any officer, director, employee or consultant of Vinland or its subsidiaries;
- (g) Vinland will use its commercially reasonable efforts to cause the current insurance (or re-insurance) policies maintained by Vinland, including directors' and officers' insurance, not to be cancelled or terminated and to prevent any of the coverage thereunder from lapsing;
- (h) Vinland will use reasonable commercial efforts to retain the services of its existing employees and consultants until the Effective Date, and will promptly provide written notice to

Sokoman and Benton of the resignation or termination of any of its key employees or consultants;

- (i) neither Vinland nor its subsidiary will make an application to amend, terminate, allow to expire or lapse or otherwise modify any of their permits or take any action or fail to take any action which would result in the material loss, expiration or surrender of, or the loss of any material benefit under, or reasonably be expected to cause any Governmental Authority to institute proceedings for the suspension, revocation or limitation of rights under, any material permit necessary to conduct their businesses as now being conducted;
- (j) Vinland will (i) duly and timely file all tax returns required to be filed by it on or after the date hereof and all such tax returns will be true, complete and correct in all material respects and (ii) timely withhold, collect, remit and pay all Taxes which are to be withheld, collected, remitted or paid by it to the extent due and payable except for any Taxes contested in good faith pursuant to applicable Laws, and Vinland will not (i) change its tax accounting methods, principles or practices, except insofar as may have been required by a change in IFRS or applicable Law, (ii) settle, compromise or agree to the entry of judgment with respect to any action, claim or other proceeding relating to Taxes, (other than the payment, discharge or satisfaction of liabilities reflected or reserved against in the Vinland financial statements) (iii) enter into any tax sharing, tax allocation or tax indemnification agreement, (iv) make a request for a tax ruling to any Governmental Authority, or (v) agree to any extension or waiver of the limitation period relating to any material Tax claim or assessment or reassessment;
- (k) Vinland will not settle or compromise any action, claim or other proceeding (i) brought against it for damages or providing for the grant of injunctive relief or other non-monetary remedy (“**Litigation**”), or (ii) brought by any present, former or purported holder of its securities in connection with the transactions contemplated by this Agreement;
- (l) Vinland will not commence any Litigation (other than litigation in connection with the collection of accounts receivable, to enforce the terms of this Agreement or to enforce other obligations of Vinland or as a result of litigation commenced against Vinland);
- (m) Vinland will not enter into or renew any contract (i) containing (A) any limitation or restriction on the ability of Vinland or, following completion of the transactions contemplated hereby, the ability of Vinland, Benton or Sokoman or any of their affiliates, to engage in any type of activity or business, (B) any limitation or restriction on the manner in which, or the localities in which, all or any portion of the business of Vinland or, following consummation of the transactions contemplated hereby, all or any portion of the business of Vinland or any of its affiliates, is or would be conducted or (C) any limit or restriction on the ability of Vinland or, following completion of the transactions contemplated hereby, the ability of Vinland, Benton or Sokoman or any of their affiliates, to solicit customers or employees, or (ii) that would reasonably be expected to prevent or significantly impede or materially delay the completion of the Benton Arrangement or the Sokoman Arrangement;
- (n) Vinland will not take any action which would render, or which reasonably may be expected to render, any representation or warranty made by Vinland in this Agreement untrue or inaccurate in any material respect (disregarding for this purpose all materiality or Vinland Material Adverse Effect qualifications contained therein) at any time prior to the Effective Date if then made; and

- (o) as is applicable, Vinland will not agree, announce, resolve, authorize or commit to do any of the foregoing.

5.7 Mutual Covenants of Parties Regarding the Performance of Obligations

Subject to the terms and conditions of this Agreement, each of Benton, Sokoman Vinland agrees that it will perform all obligations required to be performed by it under this Agreement, cooperate with the others in connection therewith, and use commercially reasonable efforts to do such other acts and things as may be necessary or desirable in order to complete the Arrangements and other transactions contemplated hereby, including:

- (a) cooperating with each other in connection with, and using its commercially reasonable efforts in obtaining any required waivers, consents and approvals, provided, however, that, notwithstanding anything to the contrary in this Agreement, in connection with obtaining any waiver, consent or approval from any person (other than a Governmental Authority) with respect to any transaction contemplated by this Agreement, no party will be required to pay or commit to pay to such person whose waiver, consent or approval is being solicited any cash or other consideration, make any commitment or incur any liability or other obligation;
- (b) using its commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Authorities relating to the Arrangements required to be completed prior to the Effective Time of the Arrangements;
- (c) defending all lawsuits or other legal, regulatory or other proceedings against or relating to such party challenging or affecting this Agreement or the completion of the Arrangements;
- (d) obtaining the approvals of the holders of its securities in accordance with the terms of this Agreement;
- (e) forthwith carrying out the terms of the Court orders to the extent applicable to it and taking all necessary actions to give effect to the transactions contemplated by this Agreement.

5.8 Access to Information; Confidentiality

Subject to compliance with applicable Laws and the terms of any existing contracts, each of Benton, Vinland and Sokoman will afford to the other Parties and their Representatives until the earlier of the Effective Time or the termination of this Agreement in accordance with its terms, continuing reasonable access during normal business hours and upon reasonable notice, to the other Party's businesses, properties, books and records and such other data and information as the Party may reasonably request, as well as to its management personnel, subject however to such access not interfering with the ordinary conduct of the businesses of the other Party. Subject to compliance with applicable Laws and such requests not materially interfering with the ordinary conduct of the business of another party. Each of the Parties acknowledges that all information provided to it under this Section 1.35, or otherwise pursuant to this Agreement by a Party that can reasonably be considered confidential, is subject to confidential treatment by each receiving party.

ARTICLE 6
TERM, TERMINATION, AMENDMENT AND WAIVER

6.1 Term

This Agreement shall be effective from the date hereof until the earlier of the Effective Time of the Benton Arrangement and the Sokoman Arrangement and the termination of this Agreement in accordance with its terms.

6.2 Termination

- (a) This Agreement may be terminated at any time prior to the commencement of the implementation of the Arrangements on the Effective Date (and notwithstanding Sokoman Old Common Shareholder Approval, Benton Old Common Shareholder Approval, issuance of the Final Orders by the Court or the British Columbia Court, as applicable):
- (i) by mutual written agreement of Benton, Vinland and Sokoman;
 - (ii) by any Party, if:
 - (A) the Effective Time of the Arrangements shall not have occurred on or before the Outside Date, except that the right to terminate this Agreement under this Section 1.37 (a)(ii)(A) shall not be available to any Party whose failure to fulfill any of its obligations or breach of any of its representations and warranties under this Agreement has been the cause of, or resulted in, the failure of the Effective Time of the Arrangements to occur by such Outside Date;
 - (B) after the date hereof, there shall be enacted or made any applicable Law that makes consummation of the Benton Arrangement or the Sokoman Arrangement illegal or otherwise prohibited or enjoins Benton or Sokoman from consummating the Benton Arrangement or the Sokoman Arrangement and such applicable Law or enjoinder shall have become final or is not successfully appealed by the Outside Date;
 - (C) Benton Old Common Shareholder Approval shall not have been obtained at the Benton Meeting in accordance with the Benton Interim Order; or
 - (D) Sokoman Old Common Shareholder Approval shall not have been obtained at the Sokoman Meeting in accordance with the Sokoman Interim Order;
 - (iii) by Sokoman, if:
 - a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Benton set forth in this Agreement shall have occurred that would cause the conditions set forth in Sections 1.42 (a),(b),(c) or (d) not to be satisfied, and such conditions are incapable of being satisfied by the Outside Date, as reasonably

determined by Sokoman and provided that Sokoman is not then in breach of this Agreement so as to cause any completion condition not to be satisfied;

(iv) by Benton, if

a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Sokoman set forth in this Agreement shall have occurred that would cause the conditions set forth in Sections 1.43 (a),(b),(c) or (d) not to be satisfied, and such conditions are incapable of being satisfied by the Outside Date as reasonably determined by Benton and provided that Benton is not then in breach of this Agreement so as to cause any condition not to be satisfied;

- (b) The Party desiring to terminate this Agreement pursuant to this Section 1.37(b) (other than pursuant to Section 1.37 (a)(i) shall give notice of such termination to the other Party, specifying in reasonable detail the basis for such Party's exercise of its termination right.
- (c) If this Agreement is terminated pursuant to this Section 1.37 this Agreement shall become void and be of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party.

6.3 Expenses are for Own Account

All fees, costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such fees, costs or expenses.

6.4 Amendment

Subject to the provisions of the Benton Interim Order, the Sokoman Interim Order, the Benton Arrangement, the Sokoman Arrangement and applicable Laws, this Agreement and the Benton Arrangement and Sokoman Arrangement may, at any time and from time to time before or after the holding of the Benton Meeting or the Sokoman Meeting but not later than the Effective Time of the Benton Arrangement or the Sokoman Arrangement be amended by mutual written agreement of the Parties, without further notice to or authorization on the part of the Benton Old Common Shareholders or Sokoman Old Common Shareholders, and any such amendment may without limitation:

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

6.5 Waiver

Any Party may (a) extend the time for the performance of any of the obligations or acts of the other Party, (b) waive compliance, except as provided herein, with any of the other Party's agreements or the fulfilment of any conditions to its own obligations contained herein, or (c) waive inaccuracies in any of the other Party's representations or warranties contained herein or in any document delivered by the other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

ARTICLE 7 CONDITIONS PRECEDENT

7.1 Mutual Conditions Precedent

The respective obligations of the Parties to complete the Benton Arrangement and the Sokoman Arrangement are subject to the satisfaction, or mutual waiver by the Parties, on or before the Effective Date, of each of the following conditions, each of which are for the mutual benefit of the Parties and which may be waived, in whole or in part, by Benton and Sokoman at any time:

- (a) Vinland shall have received the final approval for listing on the TSXV;
- (b) there shall not have occurred a Vinland Material Adverse Effect or breach of the interim conduct covenants by Vinland;
- (c) the Arrangements will have been approved by Benton Old Common Shareholders and Sokoman Old Common Shareholders at their respective Meetings in accordance with the Interim Orders and applicable Laws;
- (d) no Law will have been enacted, issued, promulgated, enforced, made, entered, issued or applied and no Proceeding will otherwise have been taken under any Laws or by any Governmental Authority (whether temporary, preliminary or permanent) that makes either of the Arrangements illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of either of the Arrangements; and
- (e) this Agreement shall not have been terminated in accordance with its terms.

7.2 Additional Conditions Precedent to the Obligations of Sokoman

The obligation of Sokoman to complete the Arrangements will be subject to the satisfaction, or waiver by Sokoman, on or before the Effective Date, of each of the following conditions, each of which is for the exclusive benefit of Sokoman and which may be waived by Sokoman at any time, in whole or in part, in its sole discretion and without prejudice to any other rights that Sokoman may have:

- (a) Benton and Vinland will have complied in all material respects with their obligations, covenants and agreements in this Agreement to be performed and complied with on or before the Effective Date;
- (b) the representations and warranties of Benton and Vinland in Section 1.24 and 1.26 will be true and correct as of the Effective Date in all material respects as if made on and as of such date (except for such representations and warranties which refer to or are made as of another

specified date, in which case such representations and warranties will have been true and correct in all material respects as of that date) and except (i) as affected by transactions, changes, conditions, events or circumstances expressly permitted by this Arrangements;

- (c) Sokoman Old Common Shareholders will not have exercised Dissent Rights for more than 3% of the Sokoman Old Common Shares then outstanding; and
- (d) there shall not be pending or threatened in writing any proceeding by any Governmental Authority or any other person that is reasonably likely to result in any prohibition on the Arrangements.

7.3 Additional Conditions Precedent to the Obligations of Benton

The obligation of Benton to complete the Arrangements will be subject to the satisfaction, or waiver by Benton, on or before the Effective Date, of each of the following conditions, each of which is for the exclusive benefit of Benton and which may be waived by Benton at any time, in whole or in part, in its sole discretion and without prejudice to any other rights that Benton may have:

- (a) Sokoman and Vinland will have complied in all material respects with their obligations, covenants and agreements in this Agreement to be performed and complied with on or before the Effective Date;
- (b) the representations and warranties of Sokoman and Vinland in Section 1.25 and 1.26 will be true and correct as of the Effective Date in all material respects as if made on and as of such date (except for such representations and warranties which refer to or are made as of another specified date, in which case such representations and warranties will have been true and correct in all material respects as of that date) and except (i) as affected by transactions, changes, conditions, events or circumstances expressly permitted by this Agreement or (ii) for breaches of representations and warranties which individually or in the aggregate would not prevent or significantly impede or materially delay the completion of the Arrangements;
- (c) Benton Old Common Shareholders will not have exercised Dissent Rights for more than 3% of the Benton Old Common Shares then outstanding; and
- (d) there shall not be pending or threatened in writing any Proceeding by any Governmental Authority or any other person that is reasonably likely to result in any prohibition on the Arrangements.

ARTICLE 8 GENERAL

8.1 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery or by electronic means of communication addressed to the recipient as follows:

- (a) if to Sokoman:

with a courtesy copy to counsel (which shall not constitute or be required for effective notice hereunder) to:

Gordon J. Fretwell Law Corporation
2110, 650 West Georgia Street
Vancouver, BC V6B 4N8
Attention: Gordon Fretwell
email: Gord@Fretwell.ca

(b) if to Benton:

176, 1100 Memorial Avenue
Thunder Bay, Ontario P7B 4A3
Attention: Stephen Stares
email: sstares@bentonrecources.ca

(c) if to Vinland

1500-1055 West Georgia Street
Vancouver, BC V6E 4N7
email: cory.kent@mcmillan.ca

or to such other street address, individual or electronic communication number or address as may be designated by notice given by either Party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

8.2 Assignment

Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party without the prior written consent of the other Parties.

8.3 Benefit of Agreement

This Agreement will enure to the benefit of and be binding upon the respective successors (including any successor by reason of amalgamation or statutory arrangement) and permitted assigns of the Parties.

8.4 Time of Essence

Time is of the essence of this Agreement.

8.5 Public Announcements

No Party shall issue any press release or otherwise make written public statements with respect to this Agreement without the consent of the other Parties (which consent shall not be unreasonably withheld, conditioned or delayed). No party shall make any filing with any Governmental Authority with respect to the Vinland Conditional Listing Approval nor the Arrangements or the transactions contemplated hereby without prior consultation with the other, provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing required under

applicable Laws. The Party making the disclosure shall use commercially reasonable efforts to give prior oral or written notice to the other Party and reasonable opportunity for the other Party to review or comment on the disclosure or filing (other than with respect to confidential information contained in such disclosure or filing), and if such prior notice is not possible, to give notice immediately following the making of any such disclosure or filing.

8.6 Governing Law; Attornment; Service of Process

This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement. Each party waives, to the fullest extent possible, the defence of an inconvenient forum or any similar defence to the maintenance of proceedings in such courts to resist the foregoing attornment agreement.

8.7 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter thereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties with respect thereto except as expressly set forth in this Agreement.

8.8 Amendment

- (a) This Agreement may, at any time and from time to time before or after the holding of Sokoman Meeting or the Benton Meeting but not later than the Effective Time of the Sokoman Arrangement, be amended by written agreement of all the Parties without, subject to applicable Laws, further notice to or authorization on the part of the Sokoman Old Common Shareholders or the Benton Old Common Shareholders, and any such amendment may, without limitation:
 - (i) change the time for performance of any of the obligations or acts of the Parties;
 - (ii) waive any inaccuracies or modify any representation, term or provision contained herein or in any document delivered pursuant hereto; or
 - (iii) waive compliance with or modify any of the conditions precedent referred to herein or any of the covenants herein contained or waive or modify performance of any of the obligations of the Parties.
- (b) Notwithstanding the foregoing, each of the Arrangements may only be supplemented or amended in accordance with the provisions thereof.

8.9 Waiver and Modifications

Any Party may (i) waive, in whole or in part, any inaccuracy of, or consent to the modification of, any representation or warranty made to it hereunder or in any document to be delivered pursuant hereto, (ii) extend the time for the performance of any of the obligations or acts of the other Parties, (iii) waive or consent to the modification of any of the covenants herein contained for its benefit or waive or consent to the modification of any of the obligations of the other Parties hereto, or (iv) waive the

fulfillment of any condition to its own obligations contained herein. No waiver or consent to the modifications of any of the provisions of this Agreement will be effective or binding unless made in writing and signed by the Party or Parties purporting to give the same and, unless otherwise provided, will be limited to the specific breach or condition waived. The rights and remedies of the Parties hereunder are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects any further exercise of such right or remedy or the exercise of any other right or remedy to which that Party may be entitled. No waiver or partial waiver of any nature, in any one or more instances, will be deemed or construed a continued waiver of any condition or breach of any other term, representation or warranty in this Agreement.

8.10 No Third-Party Beneficiaries

There are no third-party beneficiaries of this Agreement.

8.11 Severability

If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated herein is not affected in any material manner or would prevent or significantly impede or materially delay the completion of the Arrangements.

8.12 Further Assurances

Subject to the provisions of this Agreement, the Parties will, from time to time, do all acts and things and execute and deliver all such further documents and instruments, as the other Parties may, either before or after the Effective Date, reasonably require to effectively carry out or better evidence or perfect the terms of this Agreement.

8.13 No Personal Liability

No director, officer or employee of a Party to this Agreement or any other document delivered in connection with this Agreement is intended to have any personal liability in connection therewith.

8.14 Counterparts

This Agreement may be executed and delivered in any number of counterparts (including by facsimile or electronic transmission), each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

[Remainder of page is intentionally blank]

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BENTON RESOURCES INC.

By: *c/s/ Stephen Stares*
Name: Stephen Stares
Title: Director, CEO

SOKOMAN MINERALS CORP.

By: *c/s/ Timothy Froude*
Name: Timothy Froude
Title: Director, CEO

VINLAND LITHIUM INC.

By: *c/s/ Stephen Stares*
Name: Stephen Stares
Title: Director, CEO

Schedule A - Sokoman Arrangement

SOKOMAN PLAN OF ARRANGEMENT PLAN OF ARRANGEMENT UNDER DIVISION 5 OF PART 9 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

ARTICLE 1 INTERPRETATION

1.1 Definitions.

In this plan of arrangement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

- (a) “**Arrangement**” means an arrangement under Division 5, Part 9, section 288 et. seq. of the BCBCA on the terms and conditions set forth in this Plan of Arrangement, subject to any amendment or variation thereto made in accordance with the terms of the Arrangement Agreement, the Plan of Arrangement, or at the direction of the Court in the Final Order and “**Arrangement Provisions**” are those made thereunder;
- (b) “**Arrangement Agreement**” means the arrangement agreement dated as of November 18, 2024 amongst Sokoman, Benton and Vinland pursuant to which this Plan of Arrangement is attached as Schedule A, as such agreement may be supplemented or amended from time to time in accordance with its terms;
- (c) “**Arrangement Resolutions**” means the special resolution of Sokoman Old Common Shareholders approving the Arrangement, to be considered at the Sokoman Meeting;
- (d) “**BCBCA**” means the *Business Corporations Act* (British Columbia) S.B.C. 2002, c. 57, as amended;
- (e) “**Benton**” means Benton Resources Inc., a corporation subsisting under the laws of British Columbia which is a Party to the Arrangement Agreement;
- (f) “**Benton Arrangement**” means the arrangement by Benton under the provisions of Section 288 of the *Business Corporations Act* (British Columbia) pursuant to which Benton will concurrently distribute Vinland Shares in a substantially similar matter as contemplated by this Sokoman Arrangement;
- (g) “**Board**” means the Board of Directors of Sokoman;
- (h) “**Business Day**” means a day other than a Saturday, a Sunday or any other day on which commercial banking institutions in Vancouver, British Columbia are authorized or required by applicable Law to be closed;
- (i) “**Class A Shares**” means the renamed and redesignated Sokoman Old Common Shares as described in Section 3.1(b) of this Plan of Arrangement;
- (j) “**Court**” means the Supreme Court of British Columbia;
- (k) “**Depositary**” means Marrelli Trust Company Limited for distribution of the Vinland Shares in connection with the Arrangement and such related matters as are contemplated by the Arrangements;
- (l) “**Dissent Rights**” means the rights of dissent in respect to the Arrangement under the BCBCA as described in Article 4;

- (m) “**Dissenting Shareholder**” means a Sokoman Old Common Shareholder, other than a Minimum Lot Shareholder, who duly exercises its Dissent Rights pursuant to Article 4 of this Plan of Arrangement and the Interim Order and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights prior to the Effective Time;
- (n) “**Dissenting Shares**” means the Sokoman Old Common Shares held by Dissenting Shareholders in respect of which such Dissenting Shareholders have given Notice of Dissent;
- (o) “**Effective Date**” means the date upon which the Arrangement becomes effective, being the date the Sokoman Final Order is implemented;
- (p) “**Ex-Arrangement Trading Date**” means a date, after the Effective Date, determined by a member notice from the TSXV, upon which trading in the Sokoman New Common Shares will commence at the opening following the delisting of Sokoman Old Common Shares the trading day prior;
- (q) “**Effective Time**” means 12.01 AM on Effective Date;
- (r) “**Fair Market Value**” with reference to the Vinland Shares shall be deemed to be CAD\$1.00 per Vinland Share;
- (s) “**Final Exchange Terms**” means the exchange of Class A Shares held immediately after the Effective Time on a one-for-one basis for Sokoman Old Common Share immediately prior to the Effective Time and immediately thereafter (ii) the exchange of each Class A Share for one Sokoman New Common Share plus a fraction of a Vinland Share estimated at approximately 0.7%, but calculated by taking the Broadridge Summary by Range Distribution Report for all outstanding Sokoman Old Common Shares (including any additional such shares issued between November 18, 2024 and the Effective Date) as of a date within 5 days before the Effective Date and deducting therefrom all Sokoman Old Common Shares held by accounts smaller than Minimum Lot Accounts, and then dividing 2,025,126 by that remainder;
- (t) “**Final Order**” means the final order of the Court approving the Arrangement;
- (u) “**Governmental Entity**” means any federal, provincial, or other government, governmental, commission, agency or entity, including the TSXV;
- (v) “**Interim Order**” means the interim order of the Court relating to the Arrangement and providing for, among other things, the calling and holding of the Sokoman Meeting, as the same may be amended, supplemented or varied by the Court;
- (w) “**Law**” or “**Laws**” means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority (including the TSXV), and the term “applicable” with respect to such Laws and in a context that refers to one or more Parties, means such Laws as are applicable to such Party or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party or Parties or its or their business, undertaking, property or securities;
- (x) “**Minimum Lot Account**” means an account holding a number of Sokoman Old Common Shares which would be entitled to receive, absent section 3.1(b)(iii) of the Arrangement, fewer than 50 Vinland Shares and which is estimated as of November 18, 2024 to be an account which holds fewer than 8,000 Sokoman Old Common Shares but subject to final determination immediately prior to the Effective Date in accordance with the Exchange Terms;

- (y) “**Notice of Dissent**” means a notice given in respect of the Dissent Rights as contemplated in the Interim Order and as described in Article 4;
- (z) “**Parties**” means Sokoman, Benton and Vinland, and “**Party**” means one of them;
- (aa) “**Person**” or “**person**” means an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor, administrator or other legal representative, government (including any Governmental Entity, as such term is defined in the Arrangement Agreement) or any other entity, whether or not having legal status;
- (bb) “**Plan of Arrangement**” means this plan of arrangement between Sokoman and the Sokoman Old Common Shareholders, as the same may be amended from time to time;
- (cc) “**Sokoman**” means Sokoman Minerals Corp., a corporation subsisting under the BCBCA;
- (dd) “**Sokoman Meeting**” means the annual and special meeting of the Sokoman Old Common Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;
- (ee) “**Sokoman New Common Shares**” means the common shares without par value in the capital of Sokoman which are created immediately after the Effective Time as described in Section 3.1(b) of this Plan of Arrangement;
- (ff) “**Sokoman Old Common Shares**” means the voting common shares without par value which Sokoman is authorized to issue as the same are constituted immediately prior to the Effective Time;
- (gg) “**Sokoman Option**” means an option to purchase Sokoman Old Common Shares;
- (hh) “**Sokoman Optionholders**” means holders of Sokoman Options;
- (ii) “**Sokoman Old Common Shareholders**” means holders of Sokoman Old Common Shares, Class A Shares, or Sokoman New Common Shares, as the context so requires;
- (jj) “**Sokoman Transfer Agent**” means Marrelli Trust Company Limited at its principal office in Toronto, Ontario;
- (kk) “**Sokoman Warrantholder**” means a holder of one or more Sokoman Warrants;
- (ll) “**Sokoman Warrants**” means the common share purchase warrants of Sokoman;
- (mm) “**Tax Act**” means the *Income Tax Act* (Canada), R.S.C. 1985 (5th Supp.) c.1, and the regulations promulgated thereunder, as amended;
- (nn) “**Taxes**” means any taxes, duties, fees, premiums, assessments, imposts, levies, expansion fees and other charges of any kind whatsoever imposed by any Governmental Entity, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, windfall, royalty, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, imposed by any Governmental Entity, and any transferee liability in respect of any of the foregoing;
- (oo) “**TSXV**” means the TSXV Venture Exchange;

(pp) **Vinland**” means Vinland Lithium Inc. a British Columbia corporation, a party to the Arrangement Agreement; and

(qq) **Vinland Shares**” means 2,025,126 Class A Common Shares of Vinland.

1.2 Sections and Headings.

The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.

1.3 Number, Gender and Persons.

In this Plan of Arrangement, unless otherwise expressly stated or the context otherwise requires, words importing the singular number shall include the plural and *vice versa*, and words importing gender shall include all genders.

1.4 Meaning.

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

1.5 Statutory References.

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

1.6 Currency.

Unless otherwise stated all references in this Plan of Arrangement to sums of money are expressed in Canadian dollars.

1.7 Business Day.

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

1.8 Governing Law.

This Plan of Arrangement 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.

1.9 Binding Effect.

This Plan of Arrangement will become effective at, and be binding at and after, the Effective Time on: (i) Sokoman; (ii) Vinland; (iii) all registered and beneficial Sokoman Old Common Shareholders; and (iv) the Dissenting Shareholders, if any.

ARTICLE 2
ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement.

This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

ARTICLE 3
THE ARRANGEMENT

3.1 The Arrangement.

On the Effective Date, commencing at the Effective Time, the following shall occur and be deemed to occur in law in the following chronological order, and notwithstanding the sequence of the actual physical implementation thereof, but subject to the provisions of Article 4:

(a) *Sokoman Dissenting Shareholders*

At the Effective Time, each Sokoman Old Common Share held by a Dissenting Shareholder shall be, and shall be deemed to have been, transferred by the holder thereof, without any further act or formality on its part, free and clear of all liens, claims and encumbrances, to Sokoman and Sokoman shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Section 4.1 hereof, and the name of each such holder shall be removed from the securities register as a holder of Sokoman Old Common Shares and such Sokoman Old Common Shares so transferred to Sokoman shall thereupon be cancelled.

(b) *Reorganization and Alteration of Sokoman Common Share Capital*

Sokoman shall undertake, and be deemed to have undertaken, a reorganization of its capital within the meaning of Section 86 of the Tax Act, with the following steps occurring in the following order:

- (i) the authorized share capital of Sokoman shall be, and be deemed to have been, reorganized by:
 - (A) renaming and redesignating all of the issued and unissued Sokoman Old Common Shares as Class A Shares;
 - (B) providing that the rights, privileges, restrictions and conditions attached to the Class A Shares are as follows:
 - (I) to one vote per Class A Share at all meetings of Sokoman Old Common Shareholders except meetings at which only holders of a specified class of shares are entitled to vote and shall be entitled to one vote for each Class A Share held;
 - (II) to receive, subject to any priority rights of the holders of another class of shares, any dividend declared by Sokoman on Class A Shares; and
 - (III) to receive, *pari passu* and subject to any priority rights of the holders of another class of shares, the remaining property of Sokoman on the liquidation, dissolution or winding up of Sokoman, whether voluntary or involuntary;
 - (C) creating a new class consisting of an unlimited number of common shares without par value referred to herein as Sokoman New Common Shares;

- (D) providing that the rights, privileges, restrictions and conditions attached to the Sokoman New Common Shares are as follows:
 - (I) they may be voted at all meetings of Sokoman Old Common Shareholders except meetings at which only holders of a specified class of shares are entitled to vote on the basis of one vote per Sokoman New Common Share;
 - (II) they shall receive, subject to the rights of the holders of any other class of shares having a priority, any dividend declared by Sokoman on the Sokoman New Common Shares; and
 - (III) they shall receive, subject to the rights of the holders of another class of shares having priority, the remaining property of Sokoman on the liquidation, dissolution or winding up of Sokoman, whether voluntary or involuntary;
- (ii) Sokoman's Notice of Articles filed with the Registrar of Companies for British Columbia and its Articles filed in its registered office shall be amended to reflect the alterations described in §3.1(b)(i) (A) through (D);
- (iii) immediately thereafter each holder of a Class A Share, (i) shall exchange, and be deemed to have exchanged, each such Class A Share for Sokoman New Common Shares and Vinland Shares in accordance with the Exchange Terms; provided that accounts smaller than the Minimum Lot Accounts shall not receive Vinland Shares (ii) shall thereupon cease to be the holder of the Class A Shares so exchanged, (iii) will be removed from the central securities register of Sokoman as a holder of Class A Shares, (iv) will be added to the central securities register of Sokoman as the holder of the number of Sokoman New Common Shares that they have received on the exchange; and (v) will be added to the Vinland central securities register as the holder of the number of Vinland Shares to which they are entitled, if any;
- (iv) immediately thereafter:
 - (A) the authorized capital of Sokoman is amended to delete the Class A Shares, none of which will be thereupon authorized or issued and outstanding, and to delete the rights, privileges, restrictions and conditions attached to the Class A Shares;
 - (B) Sokoman's Notice of Articles filed with the Registrar of Companies for British Columbia and its Articles filed in its registered office shall be amended to reflect the alterations described in §3.1(b)(iv) (A);
 - (C) from and after the Share Effective Date, each Sokoman Warrant and each Sokoman Option shall, entitle the holders to acquire the number of Sokoman New Common Shares on the adjustment terms of the instruments governing the Sokoman Warrants and Sokoman Options; and
 - (D) there shall be added to the stated capital of the Sokoman New Common Shares the aggregate dollar amount equal to the amount if any, by which (A) the aggregate paid-up capital (as that term is defined for the purposes of the Tax Act) of the Sokoman Old Common Shares (other than Sokoman Old Common Shares held by the Dissenting Shareholders) immediately prior to the Effective Time, exceeds (B) \$2,025,126.

Fractional Vinland Shares will be aggregated for each Sokoman Class A Shareholder (on a "by account" basis) and no fractional Vinland Shares will be distributed.

(c) *Determination of Effective Date*

Notwithstanding the sequencing of section 3.1(b), a holder of Sokoman Old Common Shares shall mean a holder or person entitled to become the holder upon trade settlement, of Sokoman Old Common Shares after close of trading on the Business Day before the Effective Date. The Effective Date shall be coordinated with the TSXV announcement of the delisting of Sokoman Old Common Shares and the commencement of trading in Sokoman New Common Shares as contemplated by section 3.3 below;

(d) *No Compensation for Fractional Shares*

No holders of any Sokoman Old Common Shares will have a right to any compensation or any entitlement to any adjustment on account of distribution calculation entitlement that results in a fractional Vinland Share.

3.2 Deemed Fully Paid and Non-Assessable Shares.

All Sokoman New Common Shares and Vinland Shares issued pursuant hereto shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes.

3.3 Deemed Arrangement Order and Timing; TSXV Determination of Trading Date.

The Arrangement shall become final and conclusively binding on the Sokoman Old Common Shareholders (including Dissenting Shareholders), at the Effective Time on the Effective Date. Notwithstanding the chronological order in which the transactions and events set out in §3.1(b) are deemed to occur in law, the actual exchange of Class A Shares for Sokoman New Common Shares and distribution of Vinland Shares shall be effected on the Ex-Arrangement Trading Date of trading of the Sokoman New Common Shares on the TSXV as determined by TSXV and reflected in a TSXV notice or bulletin so that trading in Sokoman Old Common Shares may continue to occur after the Effective Date with entitlement to New Sokoman Common Shares and Vinland Shares dependent on TSXV determination of the Ex-Arrangement Trading Date for such entitlements (including any period to allow for trade settlements)

3.4 Supplementary Actions.

Notwithstanding that the transactions and events set out in Section 3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Sokoman and Vinland shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in Section 3.1 including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, and any necessary additions to or deletions from central securities registers.

3.5 Withholding Rights.

Sokoman shall be entitled to deduct or withhold from the consideration or other amount payable to any Sokoman Old Common Shareholder, including Dissenting Shareholders pursuant to Article 4, such Taxes or other amounts as Sokoman is required, entitled or permitted to deduct and withhold with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986, (“Code”) or any other provisions of any applicable Laws. For greater certainty, to the extent that the exchange and /or distribution of Vinland Shares herein gives rise to a deemed dividend under the Tax Act, Sokoman shall be entitled to retain and sell that number of Vinland Shares as required to satisfy any withholding requirement under the

Tax Act or any other applicable Laws. To the extent that Taxes or other amounts are so deducted or withheld, such deducted or withheld Taxes or other amounts shall be treated for all purposes under this Plan of Arrangement as having been paid to the Person in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority and the number of Vinland Shares retained and sold by Sokoman shall be deemed to have been issued to the Sokoman Old Common Shareholder.

3.6 No Liens.

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be effected free and clear of any liens, restrictions, adverse claims or other claims of third parties of any kind nor any hold periods except as may be applicable to insiders and affiliates (as generally defined by securities laws).

ARTICLE 4 RIGHTS OF DISSENT

4.1 Dissent Right.

Holders of Sokoman Old Common Shares, excluding accounts less than Minimum Lot Accounts, may exercise rights of dissent (the “**Dissent Rights**”) in connection with the Arrangement pursuant to the Interim Order and the Final Order and in the manner set forth in Section 291 of the BCBCA, provided that the written notice setting forth the objection of such registered Sokoman Old Common Shareholders to the Arrangement and exercise of Dissent Rights must be received by Sokoman not later than 5:00 p.m. (Vancouver Time) on the Business Day that is two (2) Business Days before the Sokoman Meeting or any date to which the Sokoman Meeting may be postponed or adjourned and provided further that holders who exercise such rights of dissent and who:

- (a) are ultimately entitled to be paid fair value for their Sokoman Old Common Shares, which fair value, notwithstanding anything to the contrary contained in the BCBCA, shall be determined immediately prior to the approval of the Arrangement shall be deemed to have transferred their Sokoman Old Common Shares to Sokoman as of the Effective Time in consideration for a debt claim against Sokoman to be paid the fair value of such Sokoman Old Common Shares and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights; and
- (b) are ultimately not entitled, for any reason, to be paid fair value for their Sokoman Old Common Shares shall be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting holder of Sokoman Old Common Shares, and shall be entitled to receive only the securities contemplated herein (less any amounts withheld pursuant to Section 3.5 hereof) that such Sokoman Old Common Shareholder would have received pursuant to the Arrangement if such Sokoman Old Common Shareholder had not exercised Dissent Rights.

4.2 Recognition of Dissenting Shareholders.

In no circumstances shall Sokoman or Vinland or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is a registered holder of those Sokoman Old Common Shares in respect of which such rights are sought to be exercised. From and after the Effective Date, neither Sokoman nor Vinland nor any other Person shall be required to recognize a Dissenting Shareholder as a shareholder of Sokoman and the names of the Dissenting Shareholders shall be deleted from the register of holders of Sokoman Old Common Shares previously maintained or caused to be maintained by Sokoman.

4.3 Reservation of Vinland Shares.

If a Sokoman Old Common Shareholder that is less than a Minimum Lot Shareholder exercises the Dissent Rights, Sokoman shall on the Effective Date set aside and not transfer that portion of the Vinland Shares which is attributable to the Sokoman Old Common Shares for which Dissent Rights have been exercised. If the dissenting Sokoman Old Common Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Sokoman shall distribute to such Sokoman Old Common Shareholder his or her pro rata portion of the Vinland Shares. If a Sokoman Old Common Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Sokoman shall retain the portion of the Vinland Shares attributable to such Sokoman Old Common Shareholder and such shares will be dealt with as determined by the Board in its discretion.

ARTICLE 5 CERTIFICATES

5.1 Single Class A Shares Certificate Only.

Recognizing that the Sokoman Old Common Shares shall be renamed and redesignated as Class A Shares which shares shall then be immediately exchanged for Sokoman New Common Shares pursuant to Section 3.1(b), Sokoman shall issue a single Class A Share certificate representing all issued Class A Shares and shall in turn cancel such certificate against issuance and delivery to the Depository of the Sokoman New Common Shares Share certificates and Vinland Share certificates (or dematerialized shares of either) for the benefit of the Persons entitled thereto.

5.2 Sokoman New Common Shares Certificates

The Depository shall treat all certificates of Sokoman Old Common Shares as validly outstanding unless and until exchanged for Sokoman New Common Shares and Vinland Shares and shall only replace a Sokoman Old Common Share with a Sokoman New Common Share and (fraction of) a Vinland Share if and as Sokoman Old Common Shares are deposited with the Depository for cancellation and re-registration in the ordinary course. Sokoman shall obtain a separate CUSIP number for the Sokoman New Common Shares and ensure has obtained a CUSIP number for the Vinland Shares.

5.3 Vinland Share Certificates.

As soon as practicable following the Effective Date, Sokoman shall cause to be delivered to the Depository for the benefit of all Sokoman New Common Shareholders who are to receive Vinland Shares immediately after the Effective Time, share certificates (physical or dematerialized form) representing the Vinland Shares to be distributed and shall direct the Depository to cause such Vinland Shares to be delivered, mailed or deposited in intermediary accounts for the benefit of Sokoman Old Common Shareholders (other than Dissenting Sokoman Old Common Shareholders) in accordance with the Exchange Terms.

5.4 Continuing Validity of Untendered Sokoman Old Common Share Certificates.

From and after the Effective Date share certificates representing Sokoman Old Common Shares shall until they are tendered for re-registration and thereupon exchanged for Sokoman New Common Shares, continue to be valid as share certificates representing Sokoman New Common Shares. Any Sokoman Old Common Shares settled for trading after TSXV Ex-Arrangement Trading Date will represent Sokoman New Common Shares but shall not carry any rights to receive Vinland Shares.

5.5 Delivery of Vinland Shares.

- (a) Upon surrender to the Depository for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding Sokoman Old Common Shares, together with such share transfer instruments as would have been required to effect the transfer of the Sokoman Old Common Shares formerly represented by such certificate under the rules of the Depository, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depository shall deliver to such holder following the Effective Time, a certificate representing the applicable number of Vinland Shares and a certificate representing the applicable number of Sokoman New Common Shares that such holder is entitled to receive in accordance with Section 3.1(b) hereof.
- (b) After the Effective Time and until surrendered for cancellation, each certificate that immediately prior to the Effective Time represented one or more Sokoman Old Common Shares (other than such shares that were in an account smaller than Minimum Lot Account at the Effective Date) shall be deemed at all times to represent only the right to receive in exchange therefor a certificate representing the Sokoman New Common Shares and a certificate representing each of the Vinland Shares that the holder of such certificate is entitled to receive in accordance with Section 3.1(b) hereof.

5.6 Lost Sokoman Old Common Share Certificates.

If any certificate that immediately prior to the Effective Time represented one or more outstanding Sokoman Old Common Shares that were exchanged for Sokoman New Common Shares and Vinland Shares in accordance with Section 3.1 hereof, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depository shall deliver, in exchange for such lost, stolen or destroyed certificate, a certificate representing the Sokoman New Common Shares and a certificate representing the Vinland Shares that such holder is entitled to receive in accordance with Section 3.1 hereof. When authorizing such delivery in exchange for such lost, stolen or destroyed certificate, the holder to whom such delivery is to be made shall, as a condition precedent to such delivery, give a bond satisfactory to Sokoman, and the Depository may direct, or otherwise indemnify Sokoman, and the Depository in a manner satisfactory to Sokoman, and the Depository, against any claim that may be made against Sokoman or Vinland, or the Depository with respect to the certificate alleged to have been lost, stolen or destroyed, and shall otherwise take such actions as may be required by the articles of Sokoman.

5.7 Distributions with Respect to Unsurrendered Sokoman Old Common Share Certificates.

No dividend or other distribution declared or made after the Effective Time with respect to Sokoman New Common Shares or Vinland Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Sokoman Old Common Shares, unless and until the holder of such certificate shall have complied with the provisions of Section 5.5 or Section 5.6 hereof. Subject to applicable Law and to Section 5.8 hereof, at the time of such compliance, there shall, in addition to the delivery of a certificate representing the Sokoman New Common Shares and a certificate representing the Vinland Shares to which such holder is entitled in accordance with Section 3.1 hereof, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such Sokoman New Common Shares or Vinland Shares.

5.8 Limitation and Proscription.

To the extent that a former Sokoman Old Common Shareholder shall not have complied with the provisions of Section 5.5 or Section 5.6 hereof on or before the date that is six years after the Effective Date, then the

Vinland Shares that such former Sokoman Old Common Shareholder was entitled to receive shall be deemed automatically cancelled without any repayment of capital in respect thereof and the Depositary shall deliver the certificates representing such Vinland Shares to which such former Sokoman Old Common Shareholder was entitled, to Sokoman which shall request Vinland to cancel such share certificates, and the interest of the former Sokoman Old Common Shareholder in such Vinland Shares to which it was entitled shall be terminated. For avoidance of doubt, such former Sokoman Old Common Shareholder's Sokoman Old Common Shares shall continue to be treated as equivalent to Sokoman New Common Shares.

ARTICLE 6
AMENDMENT AND FURTHER ASSURANCES

6.1 Amendments to Plan of Arrangement.

- (a) The Arrangement Agreement and the Plan of Arrangement may be amended at any time and from time to time before or after the holding of the Sokoman Meeting but not later than the Effective Time; provided that any such amendment (i) is in writing and is agreed to in writing by the Parties; (ii) if required, is filed with the Court; and (iii) if made following the Sokoman Meeting, is approved by the Court and, if and as required by the Court, is communicated to former Sokoman Old Common Shareholders and/or consented to by former Sokoman Old Common Shareholders.
- (b) Any such amendment may, subject to the Interim Order and the Final Order and applicable Law, without limitation:
 - (i) change the time for performance of any of the obligations or acts of the Parties;
 - (ii) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant to the Arrangement Agreement;
 - (iii) waive compliance with or modify any of the covenants contained in the Arrangement Agreement or waive or modify performance of any of the obligations of the Parties; and/or
 - (iv) waive compliance with or modify any mutual conditions precedent contained in the Arrangement Agreement.
- (c) Any amendment made before the Sokoman Meeting in accordance with this Section may be made with or without any other prior notice or communication and, if accepted by the persons voting at the Sokoman Meeting (other than as may be required under the Interim Order), shall become part of this Agreement and the Plan of Arrangement for all purposes.

6.2 Further Assurances.

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur at the time and in the manner set out in this Plan of Arrangement without any further act or formality, Sokoman shall make, do and execute, or cause to be made, done or executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by it in order to further document or evidence any of the transactions or events set out herein.

Schedule B- Sokoman Arrangement Resolutions

FORM OF RESOLUTIONS OF THE SOKOMAN SECURITYHOLDERS

A. Approval of Arrangement

1. The arrangement (the “**Arrangement**”) under Section 288 *et. seq* of the *Business Corporations Act* (British Columbia) (the “**BCBCA**”) involving Sokoman as more particularly described and set forth in the management information circular (the “**Circular**”) of Sokoman accompanying the notice of this annual and special shareholders meeting, as the Arrangement may be modified or amended in accordance with its terms, is hereby authorized, approved and adopted.
2. The plan of arrangement (the “**Plan of Arrangement**”) involving Sokoman, the full text of which is set out in or as a Schedule to the Circular, as the Plan of Arrangement may be modified or amended in accordance with its terms, is hereby authorized, approved and adopted.
3. The Arrangement Agreement made as of November 18, 2024 between Benton Resources Corp. (“**Benton**”), Sokoman, and Vinland (the “**Arrangement Agreement**”), the actions of the directors of Sokoman in approving the Arrangement Agreement and the actions of the directors and officers of Sokoman in executing and delivering the Arrangement Agreement and any amendments thereto in accordance with its terms are hereby ratified and approved.
4. Notwithstanding that this resolution has been passed (and the Plan of Arrangement adopted) by the shareholders of Sokoman or that the Arrangement has been approved by the Court, the directors of Sokoman are hereby authorized and empowered without further notice to or approval of the shareholders of Sokoman (i) to amend the Arrangement Agreement or the Plan of Arrangement, to the extent permitted by the Arrangement Agreement or the Plan of Arrangement, and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement.
5. Any one director or officer of Sokoman be and is hereby authorized and directed for and on behalf of Sokoman to execute, under the corporate seal of Sokoman or otherwise, and to deliver to the Director under the BCBCA for filing articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement.
6. Any one director or officer of Sokoman be and is hereby authorized and directed for and on behalf of Sokoman to execute or cause to be executed, under the corporate seal of Sokoman or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person’s opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

Schedule C – Benton Arrangement

BENTON PLAN OF ARRANGEMENT PLAN OF ARRANGEMENT UNDER DIVISION 5 OF PART 9 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

ARTICLE 1 INTERPRETATION

1.1 Definitions.

In this plan of arrangement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

- (a) “**Arrangement**” means an arrangement under Division 5, Part 9, section 288 et. seq. of the BCBCA on the terms and conditions set forth in this Plan of Arrangement, subject to any amendment or variation thereto made in accordance with the terms of the Arrangement Agreement, the Plan of Arrangement, or at the direction of the Court in the Final Order and “**Arrangement Provisions**” are those made thereunder;
- (b) “**Arrangement Agreement**” means the arrangement agreement dated as of November 18, 2024 amongst Benton, Sokoman and Vinland pursuant to which this Plan of Arrangement is attached as Schedule C, as such agreement may be supplemented or amended from time to time in accordance with its terms;
- (c) “**Arrangement Resolutions**” means the special resolution of Benton Old Common Shareholders approving the Arrangement, to be considered at the Benton Meeting;
- (d) “**BCBCA**” means the *Business Corporations Act* (British Columbia) S.B.C. 2002, c. 57, as amended;
- (e) “**Benton**” means Benton Resources Inc., a corporation subsisting under the laws of British Columbia which is a Party to the Arrangement Agreement;
- (f) “**Benton Arrangement**” means the arrangement by Benton under the provisions of Section 288 of the *Business Corporations Act* (British Columbia) pursuant to which Sokoman will concurrently distribute Vinland Shares in a substantially similar matter as contemplated by this Benton Arrangement;
- (g) “**Board**” means the Board of Directors of Benton;
- (h) “**Business Day**” means a day other than a Saturday, a Sunday or any other day on which commercial banking institutions in Vancouver, British Columbia are authorized or required by applicable Law to be closed;
- (i) “**Class A Shares**” means the renamed and redesignated Benton Old Common Shares as described in Section 3.1(b) of this Plan of Arrangement;
- (j) “**Court**” means the Supreme Court of British Columbia;
- (k) “**Depository**” means Computershare Trust Company of Canada for distribution of the Vinland Shares in connection with the Arrangement and such related matters as are contemplated by the Arrangements;

- (l) “**Dissent Rights**” means the rights of dissent in respect to the Arrangement under the BCBCA as described in Article 4;
- (m) “**Dissenting Shareholder**” means a Benton Old Common Shareholder, other than a Minimum Lot Shareholder, who duly exercises its Dissent Rights pursuant to Article 4 of this Plan of Arrangement and the Interim Order and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights prior to the Effective Time;
- (n) “**Dissenting Shares**” means the Benton Old Common Shares held by Dissenting Shareholders in respect of which such Dissenting Shareholders have given Notice of Dissent;
- (o) “**Effective Date**” means the date upon which the Arrangement becomes effective, being the date the Benton Final Order is implemented;
- (p) “**Ex-Arrangement Trading Date**” means a date, after the Effective Date, determined by a member notice from the TSXV, upon which trading in the Benton New Common Shares will commence at the opening following the delisting of Benton Old Common Shares the trading day prior;
- (q) “**Effective Time**” means 12.01 AM on Effective Date;
- (r) “**Fair Market Value**” with reference to the Vinland Shares shall be deemed to be CAD\$1.00 per Vinland Share;
- (s) “**Final Exchange Terms**” means the exchange of Class A Shares held immediately after the Effective Time on a one-for-one basis for Benton Old Common Share immediately prior to the Effective Time and immediately thereafter (ii) the exchange of each Class A Share for one Benton New Common Share plus a fraction of a Vinland Share estimated at approximately 1.0%, but calculated by taking the Broadridge Summary by Range Distribution Report for all outstanding Benton Old Common Shares (including any additional such shares issued between November 18, 2024 and the Effective Date) as of a date within 5 days before the Effective Date and deducting therefrom all Benton Old Common Shares held by accounts smaller than Minimum Lot Accounts, and then dividing 2,025,126 by that remainder;
- (t) “**Final Order**” means the final order of the Court approving the Arrangement;
- (u) “**Governmental Entity**” means any federal, provincial, or other government, governmental, commission, agency or entity, including the TSXV;
- (v) “**Interim Order**” means the interim order of the Court relating to the Arrangement and providing for, among other things, the calling and holding of the Benton Meeting, as the same may be amended, supplemented or varied by the Court;
- (w) “**Law**” or “**Laws**” means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority (including the TSXV), and the term “applicable” with respect to such Laws and in a context that refers to one or more Parties, means such Laws as are applicable to such Party or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party or Parties or its or their business, undertaking, property or securities;
- (x) “**Minimum Lot Account**” means an account holding a number of Benton Old Common Shares which would be entitled to receive, absent section 3.1(b)(iii) of the Arrangement, fewer

than 50 Vinland Shares and which is estimated as of November 18, 2024 to be an account which holds fewer than 5,000 Benton Old Common Shares but subject to final determination immediately prior to the Effective Date in accordance with the Final Exchange Terms;

- (y) “**Notice of Dissent**” means a notice given in respect of the Dissent Rights as contemplated in the Interim Order and as described in Article 4;
- (z) “**Parties**” means Benton, Benton and Vinland, and “**Party**” means one of them;
- (aa) “**Person**” or “**person**” means an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor, administrator or other legal representative, government (including any Governmental Entity, as such term is defined in the Arrangement Agreement) or any other entity, whether or not having legal status;
- (bb) “**Plan of Arrangement**” means this plan of arrangement between Benton and the Benton Old Common Shareholders, as the same may be amended from time to time;
- (cc) “**Benton**” means Benton Resources Inc., a corporation subsisting under the BCBCA;
- (dd) “**Benton Meeting**” means the annual and special meeting of the Benton Old Common Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;
- (ee) “**Benton New Common Shares**” means the common shares without par value in the capital of Benton which are created immediately after the Effective Time as described in Section 3.1(b) of this Plan of Arrangement;
- (ff) “**Benton Old Common Shares**” means the voting common shares without par value which Benton is authorized to issue as the same are constituted immediately prior to the Effective Time;
- (gg) “**Benton Option**” means an option to purchase Benton Old Common Shares;
- (hh) “**Benton Optionholders**” means holders of Benton Options;
- (ii) “**Benton Old Common Shareholders**” means holders of Benton Old Common Shares, Class A Shares, or Benton New Common Shares, as the context so requires;
- (jj) “**Benton Transfer Agent**” means Computershare Trust Company of at its principal office in Vancouver, British Columbia;
- (kk) “**Benton Warrantholder**” means a holder of one or more Benton Warrants;
- (ll) “**Benton Warrants**” means the common share purchase warrants of Benton;
- (mm) “**Tax Act**” means the *Income Tax Act* (Canada), R.S.C. 1985 (5th Supp.) c.1, and the regulations promulgated thereunder, as amended;
- (nn) “**Taxes**” means any taxes, duties, fees, premiums, assessments, imposts, levies, expansion fees and other charges of any kind whatsoever imposed by any Governmental Entity, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, windfall, royalty, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding,

business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, imposed by any Governmental Entity, and any transferee liability in respect of any of the foregoing;

(oo) “**TSXV**” means the TSXV Venture Exchange;

(pp) “**Vinland**” means Vinland Lithium Inc. a British Columbia corporation, a party to the Arrangement Agreement; and

(qq) “**Vinland Shares**” means 2,025,126 Class A Common Shares of Vinland.

1.2 Sections and Headings.

The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.

1.3 Number, Gender and Persons.

In this Plan of Arrangement, unless otherwise expressly stated or the context otherwise requires, words importing the singular number shall include the plural and *vice versa*, and words importing gender shall include all genders.

1.4 Meaning.

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

1.5 Statutory References.

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

1.6 Currency.

Unless otherwise stated all references in this Plan of Arrangement to sums of money are expressed in Canadian dollars.

1.7 Business Day.

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

1.8 Governing Law.

This Plan of Arrangement 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.

1.9 Binding Effect.

This Plan of Arrangement will become effective at, and be binding at and after, the Effective Time on: (i) Benton; (ii) Vinland; (iii) all registered and beneficial Benton Old Common Shareholders; and (iv) the Dissenting Shareholders, if any.

ARTICLE 2 ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement.

This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

ARTICLE 3 THE ARRANGEMENT

3.1 The Arrangement.

On the Effective Date, commencing at the Effective Time, the following shall occur and be deemed to occur in law in the following chronological order, and notwithstanding the sequence of the actual physical implementation thereof, but subject to the provisions of Article 4:

(a) Benton Dissenting Shareholders

At the Effective Time, each Benton Old Common Share held by a Dissenting Shareholder shall be, and shall be deemed to have been, transferred by the holder thereof, without any further act or formality on its part, free and clear of all liens, claims and encumbrances, to Benton and Benton shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Section 4.1 hereof, and the name of each such holder shall be removed from the securities register as a holder of Benton Old Common Shares and such Benton Old Common Shares so transferred to Benton shall thereupon be cancelled.

(b) Reorganization and Alteration of Benton Common Share Capital

Benton shall undertake, and be deemed to have undertaken, a reorganization of its capital within the meaning of Section 86 of the Tax Act, with the following steps occurring in the following order:

- (i) the authorized share capital of Benton shall be, and be deemed to have been, reorganized by:
 - (A) renaming and redesignating all of the issued and unissued Benton Old Common Shares as Class A Shares;
 - (B) providing that the rights, privileges, restrictions and conditions attached to the Class A Shares are as follows:
 - (I) to one vote per Class A Share at all meetings of Benton Old Common Shareholders except meetings at which only holders of a specified class of shares are entitled to vote and shall be entitled to one vote for each Class A Share held;
 - (II) to receive, subject to any priority rights of the holders of another class of shares, any dividend declared by Benton on Class A Shares; and

- (III) to receive, *pari passu* and subject to any priority rights of the holders of another class of shares, the remaining property of Benton on the liquidation, dissolution or winding up of Benton, whether voluntary or involuntary;
- (C) creating a new class consisting of an unlimited number of common shares without par value referred to herein as Benton New Common Shares;
- (D) providing that the rights, privileges, restrictions and conditions attached to the Benton New Common Shares are as follows:
 - (I) they may be voted at all meetings of Benton Old Common Shareholders except meetings at which only holders of a specified class of shares are entitled to vote on the basis of one vote per Benton New Common Share;
 - (II) they shall receive, subject to the rights of the holders of any other class of shares having a priority, any dividend declared by Benton on the Benton New Common Shares; and
 - (III) they shall receive, subject to the rights of the holders of another class of shares having priority, the remaining property of Benton on the liquidation, dissolution or winding up of Benton, whether voluntary or involuntary;
- (ii) Benton's Notice of Articles filed with the Registrar of Companies for British Columbia and its Articles filed in its registered office shall be amended to reflect the alterations described in §3.1(b)(i) (A) through (D);
- (iii) immediately thereafter each holder of a Class A Share, (i) shall exchange, and be deemed to have exchanged, each such Class A Share for Benton New Common Shares and Vinland Shares in accordance with the Final Exchange Terms; provided that accounts smaller than the Minimum Lot Accounts shall not receive Vinland Shares (ii) shall thereupon cease to be the holder of the Class A Shares so exchanged, (iii) will be removed from the central securities register of Benton as a holder of Class A Shares, (iv) will be added to the central securities register of Benton as the holder of the number of Benton New Common Shares that they have received on the exchange; and (v) will be added to the Vinland central securities register as the holder of the number of Vinland Shares to which they are entitled, if any;
- (iv) immediately thereafter:
 - (A) the authorized capital of Benton is amended to delete the Class A Shares, none of which will be thereupon authorized or issued and outstanding, and to delete the rights, privileges, restrictions and conditions attached to the Class A Shares;
 - (B) Benton's Notice of Articles filed with the Registrar of Companies for British Columbia and its Articles filed in its registered office shall be amended to reflect the alterations described in §3.1(b)(iv) (A);
 - (C) from and after the Share Effective Date, each Benton Warrant and each Benton Option shall, entitle the holders to acquire the number of Benton New Common Shares on the adjustment terms of the instruments governing the Benton Warrants and Benton Options; and

- (D) there shall be added to the stated capital of the Benton New Common Shares the aggregate dollar amount equal to the amount if any, by which (A) the aggregate paid-up capital (as that term is defined for the purposes of the Tax Act) of the Benton Old Common Shares (other than Benton Old Common Shares held by the Dissenting Shareholders) immediately prior to the Effective Time, exceeds (B) \$2,025, 126.

Fractional Vinland Shares will be aggregated for each Benton Class A Shareholder (on a “by account” basis) and no fractional Vinland Shares will be distributed.

- (c) *Determination of Effective Date*

Notwithstanding the sequencing of section 3.1(b), a holder of Benton Old Common Shares shall mean a holder or person entitled to become the holder upon trade settlement, of Benton Old Common Shares after close of trading on the Business Day before the Effective Date. The Effective Date shall be coordinated with the TSXV announcement of the delisting of Benton Old Common Shares and the commencement of trading in Benton New Common Shares as contemplated by section 3.3 below;

- (d) *No Compensation for Fractional Shares*

No holders of any Benton Old Common Shares will have a right to any compensation or any entitlement to any adjustment on account of distribution calculation entitlement that results in a fractional Vinland Share.

3.2 Deemed Fully Paid and Non-Assessable Shares.

All Benton New Common Shares and Vinland Shares issued pursuant hereto shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes.

3.3 Deemed Arrangement Order and Timing; TSXV Determination of Trading Date.

The Arrangement shall become final and conclusively binding on the Benton Old Common Shareholders (including Dissenting Shareholders), at the Effective Time on the Effective Date. Notwithstanding the chronological order in which the transactions and events set out in §3.1(b) are deemed to occur in law, the actual exchange of Class A Shares for Benton New Common Shares and distribution of Vinland Shares shall be effected immediately following the Ex-Arrangement Trading Date of trading of the Benton New Common Shares on the TSXV as determined by TSXV and reflected in a TSXV notice or bulletin so that trading in Benton Old Common Shares may continue to occur after the Effective Date with entitlement to New Benton Common Shares and Vinland Shares dependent on TSXV determination of the Ex-Arrangement Trading Date for such entitlements (including any period to allow for trade settlements)

3.4 Supplementary Actions.

Notwithstanding that the transactions and events set out in Section 3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Benton and Vinland shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in Section 3.1 including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, and any necessary additions to or deletions from central securities registers.

3.5 Withholding Rights.

Benton shall be entitled to deduct or withhold from the consideration or other amount payable to any Benton Old Common Shareholder, including Dissenting Shareholders pursuant to Article 4, such Taxes or other amounts as Benton is required, entitled or permitted to deduct and withhold with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986, (“Code”) or any other provisions of any applicable Laws. For greater certainty, to the extent that the exchange and /or distribution of Vinland Shares herein gives rise to a deemed dividend under the Tax Act, Benton shall be entitled to retain and sell that number of Vinland Shares as required to satisfy any withholding requirement under the Tax Act or any other applicable Laws. To the extent that Taxes or other amounts are so deducted or withheld, such deducted or withheld Taxes or other amounts shall be treated for all purposes under this Plan of Arrangement as having been paid to the Person in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority and the number of Vinland Shares retained and sold by Benton shall be deemed to have been issued to the Benton Old Common Shareholder.

3.6 No Liens.

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be effected free and clear of any liens, restrictions, adverse claims or other claims of third parties of any kind nor any hold periods except as may be applicable to insiders and affiliates (as generally defined by securities laws).

ARTICLE 4 RIGHTS OF DISSENT

4.1 Dissent Right.

Holders of Benton Old Common Shares, excluding accounts less than Minimum Lot Accounts, may exercise rights of dissent (the “**Dissent Rights**”) in connection with the Arrangement pursuant to the Interim Order and the Final Order and in the manner set forth in Section 291 of the BCBCA, provided that the written notice setting forth the objection of such registered Benton Old Common Shareholders to the Arrangement and exercise of Dissent Rights must be received by Benton not later than 5:00 p.m. (Vancouver Time) on the Business Day that is two (2) Business Days before the Benton Meeting or any date to which the Benton Meeting may be postponed or adjourned and provided further that holders who exercise such rights of dissent and who:

- (a) are ultimately entitled to be paid fair value for their Benton Old Common Shares, which fair value, notwithstanding anything to the contrary contained in the BCBCA, shall be determined immediately prior to the approval of the Arrangement shall be deemed to have transferred their Benton Old Common Shares to Benton as of the Effective Time in consideration for a debt claim against Benton to be paid the fair value of such Benton Old Common Shares and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights; and
- (b) are ultimately not entitled, for any reason, to be paid fair value for their Benton Old Common Shares shall be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting holder of Benton Old Common Shares, and shall be entitled to receive only the securities contemplated herein (less any amounts withheld pursuant to Section 3.5 hereof) that such Benton Old Common Shareholder would have received pursuant to the Arrangement if such Benton Old Common Shareholder had not exercised Dissent Rights.

4.2 Recognition of Dissenting Shareholders.

In no circumstances shall Benton or Vinland or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is a registered holder of those Benton Old Common Shares in respect of

which such rights are sought to be exercised. From and after the Effective Date, neither Benton nor Vinland nor any other Person shall be required to recognize a Dissenting Shareholder as a shareholder of Benton and the names of the Dissenting Shareholders shall be deleted from the register of holders of Benton Old Common Shares previously maintained or caused to be maintained by Benton.

4.3 Reservation of Vinland Shares.

If a Benton Old Common Shareholder that is less than a Minimum Lot Shareholder exercises the Dissent Rights, Benton shall on the Effective Date set aside and not transfer that portion of the Vinland Shares which is attributable to the Benton Old Common Shares for which Dissent Rights have been exercised. If the dissenting Benton Old Common Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Benton shall distribute to such Benton Old Common Shareholder his or her pro rata portion of the Vinland Shares. If a Benton Old Common Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Benton shall retain the portion of the Vinland Shares attributable to such Benton Old Common Shareholder and such shares will be dealt with as determined by the Board in its discretion.

ARTICLE 5 CERTIFICATES

5.1 Single Class A Shares Certificate Only.

Recognizing that the Benton Old Common Shares shall be renamed and redesignated as Class A Shares which shares shall then be immediately exchanged for Benton New Common Shares pursuant to Section 3.1(b), Benton shall issue a single Class A Share certificate representing all issued Class A Shares and shall in turn cancel such certificate against issuance and delivery to the Depository of the Benton New Common Shares Share certificates and Vinland Share certificates (or dematerialized shares of either) for the benefit of the Persons entitled thereto.

5.2 Benton New Common Shares Certificates

The Depository shall treat all certificates of Benton Old Common Shares as validly outstanding unless and until exchanged for Benton New Common Shares and Vinland Shares and shall only replace a Benton Old Common Share with a Benton New Common Share and (fraction of) a Vinland Share if and as Benton Old Common Shares are deposited with the Depository for cancellation and re-registration in the ordinary course. Benton shall obtain a separate CUSIP number for the Benton New Common Shares and ensure has obtained a CUSIP number for the Vinland Shares.

5.3 Vinland Share Certificates.

As soon as practicable following the Effective Date, Benton shall cause to be delivered to the Depository for the benefit of all Benton New Common Shareholders who are to receive Vinland Shares immediately after the Effective Time, share certificates (physical or dematerialized form) representing the Vinland Shares to be distributed and shall direct the Depository to cause such Vinland Shares to be delivered, mailed or deposited in intermediary accounts for the benefit of Benton Old Common Shareholders (other than Dissenting Benton Old Common Shareholders) in accordance with the Final Exchange Terms.

5.4 Continuing Validity of Untendered Benton Old Common Share Certificates.

From and after the Effective Date share certificates representing Benton Old Common Shares shall until they are tendered for re-registration and thereupon exchanged for Benton New Common Shares, continue to be valid as share certificates representing Benton New Common Shares. Any Benton Old Common Shares settled for trading after TSXV Ex-Arrangement Trading Date will represent Benton New Common Shares but shall not carry any rights to receive Vinland Shares.

5.5 Delivery of Vinland Shares.

- (a) Upon surrender to the Depository for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding Benton Old Common Shares, together with such share transfer instruments as would have been required to effect the transfer of the Benton Old Common Shares formerly represented by such certificate under the rules of the Depository, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depository shall deliver to such holder following the Effective Time, a certificate representing the applicable number of Vinland Shares and a certificate representing the applicable number of Benton New Common Shares that such holder is entitled to receive in accordance with Section 3.1(b) hereof.
- (b) After the Effective Time and until surrendered for cancellation, each certificate that immediately prior to the Effective Time represented one or more Benton Old Common Shares (other than such shares that were in an account smaller than Minimum Lot Account at the Effective Date) shall be deemed at all times to represent only the right to receive in exchange therefor a certificate representing the Benton New Common Shares and a certificate representing each of the Vinland Shares that the holder of such certificate is entitled to receive in accordance with Section 3.1(b) hereof.

5.6 Lost Benton Old Common Share Certificates.

If any certificate that immediately prior to the Effective Time represented one or more outstanding Benton Old Common Shares that were exchanged for Benton New Common Shares and Vinland Shares in accordance with Section 3.1 hereof, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depository shall deliver, in exchange for such lost, stolen or destroyed certificate, a certificate representing the Benton New Common Shares and a certificate representing the Vinland Shares that such holder is entitled to receive in accordance with Section 3.1 hereof. When authorizing such delivery in exchange for such lost, stolen or destroyed certificate, the holder to whom such delivery is to be made shall, as a condition precedent to such delivery, give a bond satisfactory to Benton, and the Depository may direct, or otherwise indemnify Benton, and the Depository in a manner satisfactory to Benton, and the Depository, against any claim that may be made against Benton or Vinland, or the Depository with respect to the certificate alleged to have been lost, stolen or destroyed, and shall otherwise take such actions as may be required by the articles of Benton.

5.7 Distributions with Respect to Unsurrendered Benton Old Common Share Certificates.

No dividend or other distribution declared or made after the Effective Time with respect to Benton New Common Shares or Vinland Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Benton Old Common Shares, unless and until the holder of such certificate shall have complied with the provisions of Section 5.5 or Section 5.6 hereof. Subject to applicable Law and to Section 5.8 hereof, at the time of such compliance, there shall, in addition to the delivery of a certificate representing the Benton New Common Shares and a certificate representing the Vinland Shares to which such holder is entitled in accordance with Section 3.1 hereof, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such Benton New Common Shares or Vinland Shares.

5.8 Limitation and Proscription.

To the extent that a former Benton Old Common Shareholder shall not have complied with the provisions of Section 5.5 or Section 5.6 hereof on or before the date that is six years after the Effective Date, then the Vinland Shares that such former Benton Old Common Shareholder was entitled to receive shall be deemed automatically cancelled without any repayment of capital in respect thereof and the Depository shall deliver

the certificates representing such Vinland Shares to which such former Benton Old Common Shareholder was entitled, to Benton which shall request Vinland to cancel such share certificates, and the interest of the former Benton Old Common Shareholder in such Vinland Shares to which it was entitled shall be terminated. For avoidance of doubt, such former Benton Old Common Shareholder's Benton Old Common Shares shall continue to be treated as equivalent to Benton New Common Shares.

ARTICLE 6
AMENDMENT AND FURTHER ASSURANCES

6.1 Amendments to Plan of Arrangement.

- (a) The Arrangement Agreement and the Plan of Arrangement may be amended at any time and from time to time before or after the holding of the Benton Meeting but not later than the Effective Time; provided that any such amendment (i) is in writing and is agreed to in writing by the Parties; (ii) if required, is filed with the Court; and (iii) if made following the Benton Meeting, is approved by the Court and, if and as required by the Court, is communicated to former Benton Old Common Shareholders and/or consented to by former Benton Old Common Shareholders.
- (b) Any such amendment may, subject to the Interim Order and the Final Order and applicable Law, without limitation:
 - (i) change the time for performance of any of the obligations or acts of the Parties;
 - (ii) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant to the Arrangement Agreement;
 - (iii) waive compliance with or modify any of the covenants contained in the Arrangement Agreement or waive or modify performance of any of the obligations of the Parties; and/or
 - (iv) waive compliance with or modify any mutual conditions precedent contained in the Arrangement Agreement.
- (c) Any amendment made before the Benton Meeting in accordance with this Section may be made with or without any other prior notice or communication and, if accepted by the persons voting at the Benton Meeting (other than as may be required under the Interim Order), shall become part of this Agreement and the Plan of Arrangement for all purposes.

6.2 Further Assurances.

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur at the time and in the manner set out in this Plan of Arrangement without any further act or formality, Benton shall make, do and execute, or cause to be made, done or executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by it in order to further document or evidence any of the transactions or events set out herein.

Schedule D - Benton Arrangement Resolutions

FORM OF RESOLUTIONS OF THE BENTON SECURITYHOLDERS

1. The arrangement (the “Arrangement”) under Section 288 of the Business Corporations Act (British Columbia) (the “BCBCA”) involving Benton as more particularly described and set forth in the management information circular (the “Circular”) of Benton accompanying the notice of this special meeting, as the Arrangement may be modified or amended in accordance with its terms, is hereby authorized, approved and adopted.
2. The plan of arrangement (the “Plan of Arrangement”) involving Benton, the full text of which is set out in or as a Schedule to the Circular, as the Plan of Arrangement may be modified or amended in accordance with its terms, is hereby authorized, approved and adopted.
3. The Arrangement Agreement made as of November 18, 2024 among Sokoman Minerals Corp., Benton, and Vinland. (the “Arrangement Agreement”), the actions of the directors of Benton in approving the Arrangement Agreement and the actions of the directors and officers of Benton in executing and delivering the Arrangement Agreement and any amendments thereto in accordance with its terms are hereby ratified and approved.
4. Notwithstanding that this resolution has been passed (and the Plan of Arrangement adopted) by the shareholders of Benton or that the Arrangement has been approved by the Court the directors of Benton are hereby authorized and empowered without further notice to or approval of the shareholders of Benton (i) to amend the Arrangement Agreement or the Plan of Arrangement, to the extent permitted by the Arrangement Agreement or the Plan of Arrangement, and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement.
5. Any one director or officer of Benton be and is hereby authorized and directed for and on behalf of Benton to execute, under the corporate seal of Benton or otherwise, and to deliver to the Director under the BCBCA for filing articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement.
6. Any one director or officer of Benton be and is hereby authorized and directed for and on behalf of Benton to execute or cause to be executed, under the corporate seal of Benton or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person’s opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

Schedule E - Representations and Warranties of Benton

Benton represents and warrants to and in favour of Sokoman and Vinland as follows and acknowledges that Sokoman and Vinland are relying upon such representations and warranties in entering into this Agreement:

- (a) Organization and Corporate Capacity. Benton has been duly organized and is validly existing and in good standing under the BCBCA or other provincial corporate law statute and has the requisite corporate and legal power and capacity to own its assets as now owned and to carry on its business as it is now being carried on. Benton is duly qualified to carry on business in each jurisdiction in which the nature or character of its properties and assets, owned, leased or operated by it, or the nature of its business or activities, makes such qualification necessary.
- (b) Authority Relative to this Agreement. Benton has the requisite corporate power, authority and capacity to enter into and (subject to obtaining the Benton Final Order, Benton Old Common Shareholder Approval, and all requisite approvals of the TSXV) perform its obligations under this Agreement and to complete the transactions contemplated hereby. The execution and delivery of this Agreement and the performance by Benton of its obligations under this Agreement have been duly authorized by the Benton Board and no other corporate proceedings on the part of Benton are necessary to authorize the execution and delivery by it of this Agreement, subject to obtaining Benton Old Common Shareholder Approval and the Benton Final Order as and all requisite approvals of the TSXV, the completion by Benton of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Benton and constitutes a legal, valid and binding obligation of Benton enforceable by Sokoman and Vinland against Benton in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other Laws relating to or affecting the availability of equitable remedies and the enforcement of creditors' rights generally and general principles of equity and public policy and to the qualification that equitable remedies such as specific performance and injunction may be granted only in the discretion of a court of competent jurisdiction.
- (c) Required Approvals. No authorization, licence, permit, certificate, registration, consent or approval of, or filing with, or notification to, any Governmental Authority is required to be obtained or made by or with respect to Benton for the execution and delivery by Benton of this Agreement, the performance by Benton of its obligations hereunder, other than:
 - (i) the Benton Interim Order and any filings required in order to obtain, and approvals required under, the Benton Interim Order;
 - (ii) the Benton Final Order, and any filings required in order to obtain the Benton Final Order;
 - (iii) such filings and approvals required for the issuance of the Vinland Shares as a result of the Benton Arrangement required under applicable Securities Laws and the rules and policies of the TSXV; and
 - (iv) any other authorizations, licences, permits, certificates, registrations, consents, approvals and filings and notifications with respect to which the failure to obtain or make same would not reasonably be expected to prevent or

significantly impede or materially delay the completion of the Benton Arrangement or the Benton Arrangement.

- (d) No Violation. Subject to obtaining the authorizations, consents and approvals and making the filings referred to herein, the execution and delivery by Benton of this Agreement, the performance by Benton of its obligations hereunder and the completion of the Benton Arrangement do not and will not (nor will they with the giving of notice or the lapse of time or both):
 - (i) result in a contravention, breach, violation or default under any Law applicable to Benton or its properties or assets; or
 - (ii) result in a contravention, conflict, violation, breach or default under the constating documents of Benton;
- (e) Capitalization. The authorized capital of Benton consists of an unlimited number of Benton Old Common Shares. As of November 18, 2024, there are 196,085,071 Benton Old Common Shares issued. There are also 21,619,418 warrants to purchase Benton Old Common Shares issued exercisable between \$0.22 and \$0.25, and 12,325,000 options to purchase Benton Old Common Shares issued exercisable between \$0.07 and \$0.20 per Benton Old Common Share.;
- (f) Reporting Issuer Status and Securities Laws Matters. Benton is a “reporting issuer” within the meaning of applicable Securities Laws in British Columbia, Alberta and Ontario and not on the list of reporting issuers in default under applicable Securities Laws, and no securities commission or similar regulatory authority, including the SEC, has issued any order preventing or suspending trading of any securities of Benton, and Benton is not in default of any material provision of applicable Securities Laws. To the knowledge of Benton, no inquiry, review or investigation (formal or informal) of Benton by any securities commission or similar regulatory authority under applicable Securities Laws, the SEC, the TSXV is in effect or ongoing or expected to be implemented or undertaken..
- (g) Significant Shareholders. To the knowledge of Benton, as of the date hereof, no Person, beneficially owns, directly or indirectly, or exercises control or direction over, more than 10% of the votes attached to the Benton Old Common Shares except Sprott Securities Inc. which owns approximately 14.6% of the issued Benton Old Common Shares.
- (h) Board Approval. The Benton Board, at a meeting duly called and held, upon consultation with legal and financial advisors, has unanimously determined that the Benton Arrangement is fair to the Benton Old Common Shareholders and is in the best interests of Benton, has unanimously approved the execution and delivery of this Agreement and the transactions contemplated by this Agreement and has unanimously resolved to recommend that the Benton Old Common Shareholders vote in favour of the Benton Arrangement . Each director and executive officer of Benton intends to vote all Benton Old Common Shares held by him or her in favour of the Benton Arrangement and has agreed that the news release referred to in Section 5.1 may so state and that references to such intention may be made in the Benton Circular and other documents relating to the Benton Arrangement.

Schedule F - Representations and Warranties of Sokoman

Sokoman represents and warrants to and in favour of Benton and Vinland as follows and acknowledges that Benton and Vinland are relying upon such representations and warranties in entering into this Agreement:

- (a) Organization and Corporate Capacity. Sokoman has been duly organized and is validly existing and in good standing under the BCBCA or other provincial corporate law statute and has the requisite corporate and legal power and capacity to own its assets as now owned and to carry on its business as it is now being carried on. Sokoman is duly qualified to carry on business in each jurisdiction in which the nature or character of its properties and assets, owned, leased or operated by it, or the nature of its business or activities, makes such qualification necessary.
- (b) Authority Relative to this Agreement. Sokoman has the requisite corporate power, authority and capacity to enter into and (subject to obtaining the Sokoman Final Order, Sokoman Old Common Shareholder Approval, and all requisite approvals of the TSXV) perform its obligations under this Agreement and to complete the transactions contemplated hereby. The execution and delivery of this Agreement and the performance by Sokoman of its obligations under this Agreement have been duly authorized by the Sokoman Board and no other corporate proceedings on the part of Sokoman are necessary to authorize the execution and delivery by it of this Agreement, subject to obtaining Sokoman Old Common Shareholder Approval and the Sokoman Final Order as and all requisite approvals of the TSXV, the completion by Sokoman of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Sokoman and constitutes a legal, valid and binding obligation of Sokoman enforceable by Benton and Vinland against Sokoman in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other Laws relating to or affecting the availability of equitable remedies and the enforcement of creditors' rights generally and general principles of equity and public policy and to the qualification that equitable remedies such as specific performance and injunction may be granted only in the discretion of a court of competent jurisdiction.
- (c) Required Approvals. No authorization, licence, permit, certificate, registration, consent or approval of, or filing with, or notification to, any Governmental Authority is required to be obtained or made by or with respect to Sokoman for the execution and delivery by Sokoman of this Agreement, the performance by Sokoman of its obligations hereunder, the completion by Sokoman of the Benton Arrangement or the Sokoman Arrangement, other than:
 - (i) the Sokoman Interim Order and any filings required in order to obtain, and approvals required under, the Sokoman Interim Order;
 - (ii) the Sokoman Final Order, and any filings required in order to obtain the Sokoman Final Order;

- (iii) such filings and approvals required for the issuance of the Vinland Shares as a result of the Benton Arrangement required under applicable Securities Laws and the rules and policies of the TSXV; and
 - (iv) any other authorizations, licences, permits, certificates, registrations, consents, approvals and filings and notifications with respect to which the failure to obtain or make same would not reasonably be expected to prevent or significantly impede or materially delay the completion of the Benton Arrangement or the Sokoman Arrangement.
- (d) No Violation. Subject to obtaining the authorizations, consents and approvals and making the filings referred to herein, the execution and delivery by Sokoman of this Agreement, the performance by Sokoman of its obligations hereunder and the completion of the Benton Arrangement and the Sokoman Arrangement do not and will not (nor will they with the giving of notice or the lapse of time or both):
 - (i) result in a contravention, breach, violation or default under any Law applicable to Sokoman or its properties or assets; or
 - (ii) result in a contravention, conflict, violation, breach or default under the constating documents of Sokoman.
- (e) Capitalization. The authorized capital of Sokoman consists of an unlimited number of Sokoman Old Common Shares. As at June 30, 2024 there were 286,781,282 Sokoman Old Common Shares, 8,275,000 stock options and 32,812,764 share purchase warrants which were issued and outstanding;
- (f) Reporting Issuer Status and Securities Laws Matters. Sokoman is a “reporting issuer” within the meaning of applicable Securities Laws in British Columbia and Alberta and not on the list of reporting issuers in default under applicable Securities Laws, and no securities commission or similar regulatory authority, including the SEC, has issued any order preventing or suspending trading of any securities of Sokoman, and Sokoman is not in default of any material provision of applicable Securities Laws. To the knowledge of Sokoman, no inquiry, review or investigation (formal or informal) of Sokoman by any securities commission or similar regulatory authority under applicable Securities Laws, the SEC, the TSXV is in effect or ongoing or expected to be implemented or undertaken..
- (g) Significant Shareholders. To the knowledge of Sokoman, as of the date hereof, no Person, beneficially owns, directly or indirectly, or exercises control or direction over, more than 10% of the votes attached to the Sokoman Old Common Shares except Eric Sprott (2176423 Ontario Ltd.) who owns approximately 21% of the issued Sokoman Old Common Shares.
- (h) Board Approval. The Sokoman Board, at a meeting duly called and held, upon consultation with legal and financial advisors, has unanimously determined that the Sokoman Arrangement is fair to the Sokoman Old Common Shareholders and is in the best interests of Sokoman, has unanimously approved the execution and delivery of this Agreement and the transactions contemplated by this Agreement and has unanimously resolved to

recommend that the Sokoman Old Common Shareholders vote in favour of the Sokoman Arrangement . Each director and executive officer of Sokoman intends to vote all Sokoman Securities held by him or her in favour of the Sokoman Arrangement and has agreed that the news release referred to in Section 5.1 may so state and that references to such intention may be made in the Sokoman Circular and other documents relating to the Sokoman Arrangement.

Schedule G- Representations and Warranties of Vinland

Except as specifically disclosed in the Vinland Disclosure Letter (which shall make reference to the applicable section in respect of which such qualification is being made) or the Vinland Public Disclosure Record, Vinland represents and warrants to and in favour of Benton and Sokoman as follows and acknowledges that Benton and Sokoman are relying upon such representations and warranties in entering into this Agreement:

- (a) Organization and Corporate Capacity. Vinland and its sole subsidiary has been duly organized and is validly existing and in good standing and has the requisite corporate and legal power and capacity to own its assets as now owned and to carry on its business as it is now being carried on. Each of Vinland and its subsidiary is duly qualified to carry on business in each jurisdiction in which the nature or character of its properties and assets, owned, leased or operated by it, or the nature of its business or activities, makes such qualification necessary.
- (b) Authority Relative to this Agreement. Vinland has the requisite corporate power, authority and capacity to enter into and to perform its obligations under this Agreement and to complete the transactions contemplated hereby. The execution and delivery of this Agreement and the performance by Vinland of its obligations under this Agreement have been duly authorized by the Vinland Board and no other corporate proceedings on the part of Vinland are necessary to authorize the execution and delivery by it of this Agreement. This Agreement has been duly executed and delivered by Vinland and constitutes a legal, valid and binding obligation of Vinland enforceable by Benton and Sokoman against Vinland in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other Laws relating to or affecting the availability of equitable remedies and the enforcement of creditors' rights generally and general principles of equity and public policy and to the qualification that equitable remedies such as specific performance and injunction may be granted only in the discretion of a court of competent jurisdiction.
- (c) Required Approvals. No authorization, licence, permit, certificate, registration, consent or approval of, or filing with, or notification to, any Governmental Authority is required to be obtained or made by or with respect to Vinland for the execution and delivery by Vinland of this Agreement, the performance by Vinland of its obligations hereunder, the completion by Vinland of the Benton Arrangement or the Sokoman Arrangement, or the ability of Vinland to conduct operations at the Vinland Canadian Projects.
- (d) No Violation. Subject to obtaining the authorizations, consents and approvals and making the filings referred to in Paragraph (c), the execution and delivery by Vinland of this Agreement, the performance by Vinland of its obligations hereunder and the completion of the Benton Arrangement and the Vinland Arrangement do not and will not (nor will they with the giving of notice or the lapse of time or both):
 - (i) result in a contravention, breach, violation or default under any Law applicable to Vinland or the Vinland Subsidiary or to any of their respective properties or assets;
 - (ii) result in a contravention, conflict, violation, breach or default under the constating documents of Vinland or the Vinland Subsidiary;

- (iii) result in a contravention, breach or default under or termination of, or acceleration or permit the acceleration of the performance required by, or loss of any benefit under, or require any approval under, any Vinland Material Contract or material Permit to which Vinland or the Vinland Subsidiary is a Party or by which Vinland or the Vinland Subsidiary is bound or to which any of the Vinland Canadian Projects or any of its material assets is subject or give to any person any interest, benefit or right, including any right of purchase, termination, payment, modification, reimbursement, cancellation or acceleration, under any such contracts or Permits; or
 - (iv) result in the suspension or material alteration in the terms of any material Permit held by it or in the creation of any Lien upon any of the Vinland Canadian Projects or material assets.
- (e) Capitalization. The authorized capital of Vinland consists of an unlimited number of Vinland Shares As at the date hereof there were (i) unlimited Vinland Class A Shares issued and outstanding, of which 8,000,000 have been duly authorized and validly issued and are fully paid and non assessable, (ii) i) 2,000,000 Vinland Class B Shares issued and outstanding, all of which have been duly authorized and validly issued and are fully paid and non assessable,, (iii) no Vinland Options outstanding under Vinland Option Plan providing for the issuance of up to that number of Vinland Shares upon the exercise thereof, and
- (f) Subsidiaries. Vinland has only one subsidiary. Vinland is the legal, beneficial and registered owner of all of the issued and outstanding common shares of such subsidiary free and clear of all Liens
- (g) Securities Laws Matters. Vinland is not currently a “reporting issuer” within the meaning of applicable Securities Laws
- (h) Significant Shareholders. To the knowledge of Vinland, as of the date hereof, no Person, other than Sokoman, Benton and Piedmont beneficially owns, directly or indirectly, or exercises control or direction over, more than 10% of the votes attached to the Vinland Shares.