DEPOSITARY AGREEMENT

THIS AGREEMENT is made as of the 9th day of May, 2025,

BETWEEN:

ENDEAVOR TRUST CORPORATION, a trust company authorized in British Columbia, Alberta, Manitoba and Saskatchewan and incorporated under the laws of British Columbia (the "**Depositary**")

- and -

VALORE METALS CORP., a corporation incorporated under the laws of British Columbia ("**ValOre**")

- and –

1529317 B.C. LTD., a corporation incorporated under the laws of British Columbia ("**Subco**")

- and -

SOUTH ATLANTIC GOLD INC., a corporation incorporated under the laws of British Columbia ("**South Atlantic**")

WHEREAS ValOre, Subco and South Atlantic (collectively, the "**Companies**") have entered into an amalgamation agreement dated March 26, 2025 (the "**Amalgamation Agreement**") whereby, subject to, among other things, the approval of the shareholders of South Atlantic, certain regulatory approvals and the satisfaction of customary closing conditions, ValOre will, indirectly, acquire all of the issued and outstanding common shares of South Atlantic (the "**South Atlantic Shares**") in exchange for common shares of ValOre (the "**Exchange Consideration**"), by way of an amalgamation of Subco, a wholly-owned subsidiary of ValOre, and South Atlantic under the section 269 of the *Business Corporations Act* (British Columbia) (the "**Amalgamation**"), all as more fully described in South Atlantic's management information circular (the "**Circular**") dated May 13, 2025. Closing of Amalgamation is expected to take place on or about June 19, 2025 (the actual date of closing being, the "**Effective Date**");

AND WHEREAS the Companies wish to confirm the terms of Endeavor Trust Corporation's appointment as depositary under the Amalgamation Agreement pursuant to the terms of this depositary agreement (the "**Agreement**");

AND WHEREAS the foregoing statements of fact and recitals are made by the parties hereto other than the Depositary;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1:
INTERPRETATION

1.1 Terms used herein without definition but with initial capital letters have the same meaning herein as in the accompanying Circular, Letters of Transmittal (in the form attached hereto as **Schedule**

"B" or as such may be amended with the Depositary's consent, such consent not to be unreasonably withheld) (the "**Letters of Transmittal**"), and any other documents related to the Amalgamation (collectively, the "**Amalgamation Documents**"). Any reference herein to the Amalgamation Agreement includes any amendment or modification thereof.

SECTION 2:
APPOINTMENT

2.1 The Companies hereby appoint Endeavor Trust Corporation to act as depositary in connection with the Amalgamation Agreement in accordance with the terms and conditions of this Agreement, and the Depositary hereby accepts such appointment.

SECTION 3:
MAILING AND SHAREHOLDER LISTS

3.1 The Depositary is to satisfy the oral or written requests of brokers, bankers and other persons for copies of the Circular and the Letter of Transmittal for the registered holders of South Atlantic Shares (the "**Registered Shareholders**"). The Companies will supply the Depositary with sufficient copies of the Circular and the Letter of Transmittal for the purposes set out herein. The Depositary is not authorized to offer, or to pay, any concessions or commissions to brokers, bankers or other persons, except as expressly provided in this Agreement, or to engage or request any persons to solicit deposits.

3.2 As soon as reasonably practicable, South Atlantic will provide the Depositary and ValOre with a spreadsheet in a form reasonably acceptable to the Depositary and ValOre, setting forth the following information as of immediately prior to the Effective Time a list of all Registered Shareholders and setting forth each such Registered Shareholder's (a) name, (b) mailing address, (c) electronic contact information, to the extent available, (d) the number of South Atlantic Shares held by such Registered Shareholder, (e) the aggregate amount of Exchange Consideration payable to such Registered Shareholder, and (f) such other information as the Depositary may reasonably request for the purpose of facilitating and accounting for issuance of the Exchange Consideration on Closing and complying with any reporting or other obligations with respect thereto (such spreadsheet, the "**Consideration Spreadsheet**").

3.3 After the sixth (6th) month anniversary of the Effective Date, the Depositary shall mail to each former Registered Shareholder who has not deposited his, her or its South Atlantic Shares under the Amalgamation at the time of such mailing: (a) a letter from ValOre reminding the former Registered Shareholder of the Amalgamation, (b) a revised applicable Letter of Transmittal, and (c) a self-addressed envelope for use by such former Registered Shareholder (collectively, the "**Reminder Notice**"). The Reminder Notice will be sent by first class mail to the address of each applicable former Registered Shareholder as it appeared on the register of Registered Shareholders maintained by South Atlantic or its transfer agent and registrar as at the Effective Date.

SECTION 4:
DEPOSIT OF VALORE SHARES

4.1 As depositary under the Amalgamation, the Depositary is hereby authorized to receive deposits of South Atlantic Shares subject to the terms and conditions set forth herein. In doing so, the Depositary will:

(a) hold all South Atlantic Shares and Letters of Transmittal properly deposited under the

Amalgamation until such South Atlantic Shares are either exchanged in accordance with the Amalgamation Agreement and the instructions of each Registered Shareholder in its Letter of Transmittal, or until ValOre or South Atlantic gives the Depositary written notice that the Amalgamation will not be completed;

(b) ascertain that all deposits of South Atlantic Shares under the Amalgamation are accompanied by a properly signed and completed Letter of Transmittal, with signature(s) guaranteed, as applicable, and all other documents that may be required in connection therewith; and

(c) in event that the Depositary receives a South Atlantic Share after the sixth anniversary of the Effective Date, treat such South Atlantic Share in accordance with Section 7.6 of this Agreement.

4.2 All deposits of South Atlantic Shares under the Amalgamation must be accompanied by a signed and completed Letter of Transmittal, with signatures guaranteed, as applicable, and by the certificates or Direct Registration System ("**DRS**") advices, if applicable, representing such South Atlantic Shares. The Depositary will be entitled to treat as issued and outstanding the South Atlantic Shares represented by any certificate, or DRS advice, if applicable, for South Atlantic Shares tendered with a deposit under the Amalgamation, if the name on such certificate, or DRS advice, if applicable, conforms to the name of a Registered Shareholder as it appears on the register of Registered Shareholders maintained by South Atlantic or its transfer agent and registrar.

4.3 All Letters of Transmittal shall be dated and time stamped by the Depositary when received in duly completed form (together with all other required documentation including certificates or DRS advices for the South Atlantic Shares).

4.4 The Companies hereby authorize and direct the Depositary to use the clearing and settlement system ("**CDSX**") currently utilized by The Canadian Depositary for Securities Limited ("**CDS**") and its participants (each, a "**CDS Participant**").

4.5 The Companies each acknowledge and accept that the use of CDSX by a CDS Participant (in accordance with the provisions of the CDS Participant Rules) shall satisfy the terms of the Amalgamation as to the execution and delivery of a Letter of Transmittal by the CDS Participant, without such CDS Participant physically completing and surrendering such Letter of Transmittal.

4.6 The Companies hereby authorize and direct the Depositary to use the Automated Tender Offer Program ("**ATOP**") currently utilized by The Depository Trust Company ("**DTC**") and its participants (each, a "**DTC Participant**"). It is hereby understood and agreed by the Companies that the use of ATOP requires that the Depositary execute an online Letter of Agreement with DTC. In the event the Depositary uses the ATOP, the Companies hereby authorize and direct the Depositary to execute the Letter of Agreement online with DTC.

4.7 The Companies each acknowledge and accept that the use of ATOP by a DTC Participant, including the delivery by DTC of an Agent's Message to the Depositary, (in accordance with the provisions of the ATOP Agents Procedures) shall satisfy the terms of the Amalgamation Agreement as to the execution and delivery of a Letter of Transmittal by the DTC Participant identified in such Agent's Message, without such DTC Participant physically completing and surrendering such Letter of Transmittal.

SECTION 5:
IMPROPER DEPOSITS

5.1 If a Letter of Transmittal or other required document has been improperly completed or signed, or the certificates or DRS advices representing South Atlantic Shares accompanying a Letter of Transmittal are not in proper form for transfer or some other irregularity in connection with a deposit exists, the Depositary will make reasonable efforts, at no additional cost to the Companies, to contact such Registered Shareholder to cause such irregularity to be corrected.

5.2 If the Depositary has any doubt whether any South Atlantic Shares have been properly deposited under the Amalgamation, the Depositary will seek the advice of ValOre's legal counsel, Bennett Jones LLP, 2500 Park Place, 666 Burrard Street, Vancouver, BC V6C 2X8, Attention: Jeff Taylor ([…***…][1]) ("**ValOre's Counsel**") as to the acceptability of the deposit. If reasonable efforts to correct an improper deposit prove to be unsuccessful, the Depositary will seek the advice of ValOre's Counsel with respect to the procedures to be followed. The Depositary will reject any deposit if, in the opinion of ValOre's Counsel, the deposit has been made improperly and the Depositary will take such action as directed by ValOre's Counsel or as otherwise specified in this Section 5.

5.3 If the name of a member of the Canadian Investment Regulatory Organization or a recognized Canadian stock exchange is indicated on a Letter of Transmittal for a deposit which has been judged improper, the Depositary will make reasonable efforts to contact such member with a view to obtaining a proper deposit.

5.4 The Depositary will direct any Registered Shareholder whose certificate for South Atlantic Shares has been lost or destroyed to submit a Letter of Transmittal completed to the best of its ability and to submit a letter describing the loss. The Depositary will supply a declaration of loss and indemnity bond in the forms supplied by the Companies from time to time as applicable for South Atlantic to, or otherwise inform any Registered Shareholder inquiring as to the procedures to be followed to obtain a replacement certificate for South Atlantic Shares lost or destroyed and instruct such Registered Shareholder as to the procedures to be followed to properly complete and deposit such documents. Any fees required by an insurance company for the issuance of a lost securities bond will be paid by the Registered Shareholder.

5.5 Notwithstanding any other provision of this Agreement, in the case of the loss, theft or destruction of a certificate for South Atlantic Shares, the holder of such certificate must deliver to ValOre, South Atlantic and the Depositary (a) evidence satisfactory to ValOre, South Atlantic and the Depositary of the loss, theft or destruction of such certificate and (b) an indemnity bond issued by an insurance company authorized to do business in Canada and otherwise satisfactory to ValOre, South Atlantic and the Depositary, before such South Atlantic Shares will be considered properly deposited under the Amalgamation.

5.6 Subject to Section 5.2 above, if reasonable efforts to correct an improper or defective deposit prove to be unsuccessful, the Depositary will, as soon as reasonably practicable, return to the depositing Registered Shareholder, the certificate(s) representing such South Atlantic Shares which are the subject of the improper or defective deposit.

5.7 Notwithstanding the foregoing paragraphs, ValOre shall have full discretion to determine whether any tender is complete and proper and ValOre has the absolute right to determine whether to accept

[1] Personal Information – Contact Information

or reject any or all tenders not in proper form.

SECTION 6:
DETERMINATION OF ENTITLEMENT OF REGISTERED SECURITYHOLDERS

6.1 If the Amalgamation is implemented, each South Atlantic Share properly deposited with the Depositary by a Registered Shareholder (other than ValOre and its affiliates (the "**Affiliates**")) under the Amalgamation shall be exchanged for the following Exchange Consideration:

(a) each Registered Shareholder (other than ValOre and its Affiliates or Registered Shareholders in respect of which Dissent Rights (as defined in the Amalgamation Agreement) have been validly exercised and not withdrawn), shall be entitled to receive, for each South Atlantic Share, that number of ValOre Shares equal to the Exchange Ratio (as defined in the Amalgamation Agreement); and

(b) where the aggregate number of ValOre Shares to be issued to a person as Exchange Consideration would result in a fraction of a ValOre Share being issuable, the number of ValOre Shares to be received by such person shall be rounded down to the nearest whole ValOre Shares and no person will be entitled to any compensation in respect of a fractional ValOre Share,

to be delivered by the Depositary to each such Registered Shareholder in accordance with the terms of this Agreement.

SECTION 7:
DELIVERY OF EXCHANGE CONSIDERATION

7.1 If the Amalgamation is to be completed on the Effective Date, ValOre will deposit with the Depositary at or prior to the Effective Time, the Exchange Consideration issuable to the Registered Shareholders as the Exchange Consideration pursuant to the Amalgamation Agreement. All securities deposited and delivered to the Depositary under this Section 7.1 shall be held by the Depositary as depositary and released to Registered Shareholders only in accordance with the provisions of this Agreement.

7.2 For properly deposited South Atlantic Shares received prior to the Effective Date, the Depositary will, as soon as reasonably practicable upon its receipt of a properly executed treasury direction from ValOre with respect to the ValOre Shares to be issued in connection with the Amalgamation (such treasury direction to include any applicable legends that will need to be affixed to any particular ValOre Shares) and written notice from ValOre that the Amalgamation is effective, arrange for the delivery of the Exchange Consideration due in exchange for the South Atlantic Shares in accordance with the terms and conditions of the Amalgamation Agreement and the instructions in the Letters of Transmittal and in accordance with Section 7.4. The Depositary will not arrange for delivery of the Exchange Consideration until the certificate(s), DRS advice(s), Letter(s) of Transmittal and all required documents are received by it, unless the Depositary is otherwise instructed in writing by ValOre.

7.3 For valid deposits of South Atlantic Shares received by the Depositary on or after the Effective Date but on or prior to the sixth anniversary of the Effective Date, delivery of the Exchange Consideration to the holders of such deposited South Atlantic Shares will be arranged by the Depositary in accordance with the terms and conditions of the Amalgamation Agreement and the instructions in the Letters of Transmittal and in accordance with Section 7.4 as soon as reasonably

practicable after the Depositary receives from such Registered Shareholder the certificate(s) and/or DRS advice(s) representing such South Atlantic Shares together with a properly completed Letter of Transmittal.

7.4 Following the later of the Effective Date and the date a Registered Shareholder surrenders a duly completed Letter of Transmittal and the certificates and/or DRS advice(s) representing the South Atlantic Shares to the Depositary, as the case may be, together with such other additional documents and instruments as provided for in the Letter of Transmittal duly executed and completed as the Depositary and ValOre may reasonably require, as soon as reasonably practicable after the Effective Date, the Depositary shall:

(a) forward or cause to be forwarded by email or mail (postage prepaid) to the relevant Registered Shareholder at the address specified in the Letter of Transmittal;

(b) if requested by the Registered Shareholder in the Letter of Transmittal, make available at the Depositary's office for pick-up by the holder; or

(c) if the Letter of Transmittal neither specifies an address nor contains a request as described in (b), forward or cause to be forwarded by first class mail (postage prepaid) or in accordance with the Depositary's standard mail insurance policy, to the relevant Registered Shareholder at the address of such Registered Shareholder as shown on the register of Registered Shareholders maintained by South Atlantic or its transfer agent and registrar,

the Exchange Consideration, being the certificate(s) or DRS advice(s) representing ValOre Shares which such Registered Shareholder has the right to receive in accordance with the Amalgamation, and the certificate or DRS advice so surrendered as part of a valid tender shall forthwith be cancelled.

7.5 Notwithstanding the foregoing, if the Companies determine that delivery of the Exchange Consideration by mail may be delayed and advise the Depositary of same, the Depositary will make arrangements for Registered Shareholders entitled to receive the Exchange Consideration to take delivery of the Exchange Consideration to which they are entitled at the Depositary's offices at which the South Atlantic Shares were deposited until the Companies determine that delivery by mail will no longer be delayed. Any additional costs associated therewith shall be paid by the Companies.

7.6 Notwithstanding the foregoing, in accordance with the Amalgamation, subject to any applicable escheat laws, any certificates or DRS advices representing South Atlantic Shares not duly surrendered on or prior to the sixth anniversary of the Effective Date shall cease to represent a claim or interest of any kind or nature, including a claim for dividends or other distributions, against ValOre by a former Registered Shareholder. On such date, upon written request of ValOre, the Depositary shall return to ValOre any remaining ValOre Shares that the Depositary holds for such Registered Shareholders at such time in respect of such former holders and return any unclaimed distributions or dividends according to the written request of ValOre.

7.7 South Atlantic shall provide the Depositary and ValOre with a list, as part of the South Atlantic register, of all Registered Shareholders who have properly delivered and not withdrawn dissent notices demanding the repurchase of their South Atlantic Shares ("**Dissenting Securityholders**"), if any. The Depositary shall inform the Companies, as applicable, in writing promptly upon receipt of any Letters of Transmittal representing South Atlantic Shares from any Dissenting Securityholders, if received, and provide such further information about South Atlantic Share

certificate(s) or DRS advice(s) surrendered by a Dissenting Securityholder and the documents accompanying such surrender as ValOre or South Atlantic may request. The Depositary shall not act on the receipt of Letters of Transmittal and any accompanying certificate(s) or DRS advice(s) representing South Atlantic Shares from any Dissenting Securityholders, unless provided with joint written instructions from the Companies.

SECTION 8:
TAXES

8.1 The Companies, as applicable, shall be solely responsible for all tax processing relating to or arising from the duties or actions contemplated by this Agreement, including inquiry, evaluation, reporting, remittance, filing, and issuance of tax slips, summaries and reports, except: (a) as is specifically delegated to the Depositary pursuant to this Section 8, or (b) as may be agreed subsequently, as jointly confirmed in writing by the Companies.

8.2 The Depositary shall process only such tax matters as have been specifically delegated to it pursuant to Section 8.1 above, and, in so doing, the Depositary does not undertake to carry out any inquiry, evaluation, reporting, remittance, filing or issuance of tax slips, summaries and reports necessarily incidental thereto, which will remain the sole responsibility of the Companies, as applicable. The Depositary will be entitled to rely upon and assume, without further inquiry or verification, the accuracy and completeness of any tax processing information, documentation or instructions received by the Depositary, directly or indirectly, from or on behalf of the Companies, as applicable. It is agreed that any such direction must be supplied to the Depositary prior to processing any deposits of the South Atlantic Shares.

8.3 If any issue arises regarding United States federal income tax reporting or withholding, the Depositary will take such reasonable action as the Companies may jointly request in writing. Such action may be subject to additional fees.

SECTION 9:
RETURN OF DEPOSITED SOUTH ATLANTIC SHARES

9.1 If ValOre or South Atlantic gives the Depositary written notice that the Amalgamation will not be completed, the Depositary will arrange, as soon as reasonably practicable after receipt of such written notice, for the return to Registered Shareholders of the South Atlantic Shares deposited with the Depositary in accordance with the terms and conditions of the Amalgamation and the instructions of the depositing Registered Shareholders as set forth in the Letters of Transmittal.

SECTION 10:
FEES

10.1 The Depositary's fees for acting hereunder will be those set forth in Schedule "C" attached hereto. ValOre will pay all the Depositary's fees and reasonable out-of-pocket expenses in connection with the Depositary's duties hereunder (including, without limitation, overtime expenses, postage, courier, long distance calls, applicable taxes, mailing insurance, photocopying, and expert consultant and counsel fees and disbursements). All fees and out-of pocket expenses will be paid by ValOre on demand but in any event within thirty days from the date of invoice, and ValOre acknowledges that late payment may be subject to reasonable interest charges as indicated on the invoice. The Companies acknowledge and agree that the Depositary's fees are confidential information. As such, the Companies agree not to disclose any such fees to any third party without the Depositary's prior written consent, save and except for disclosure (a) to professional advisors,

held to strict confidence; and (b) as required or otherwise compelled by law.

SECTION 11:
OFFICES

11.1 The Depositary agrees to maintain its principal office in each of the cities set out in the Letter of Transmittal to which deposits of the South Atlantic Shares may be sent or delivered and at which payment for the South Atlantic Shares may be picked up at all times during the currency of the Amalgamation.

SECTION 12:
CONCERNING THE DEPOSITARY

12.1 In acting as depositary, the Depositary:

(a) shall have no duties or obligations other than those set forth herein or as may subsequently be agreed to by the Depositary and the Companies;

(b) shall retain the right not to act and shall not be liable for refusing to act if, it is due to a lack of information or instructions or the Depositary, in the Depositary's sole judgment, acting reasonably, determines that such act is conflicting with or contrary to the terms of this Agreement or the law or regulation of any jurisdiction or any order or directive of any court, governmental agency or other regulatory body;

(c) shall not be obliged to take any legal action that might in the Depositary's reasonable judgment involve any expense or liability unless the Depositary shall have been furnished with reasonable funding and indemnity;

(d) may rely on and shall be protected from liability in acting and relying upon the written instructions of the authorized representative of ValOre or South Atlantic or ValOre's Counsel in accordance with Section 4.2 herein;

(e) with prior notification to ValOre and acting reasonably, may retain and consult counsel satisfactory to the Depositary (including ValOre's Counsel) at ValOre's expense and the advice or opinion of such counsel shall be full and complete authorization or protection in respect of any action or omission taken by the Depositary thereunder, in good faith, in accordance with the advice or opinion of such counsel;

(f) shall not be called upon at any time to advise any person depositing or considering depositing South Atlantic Shares under the terms of the Amalgamation as to the wisdom in making such deposit or as to the increase or decrease in the market value of the South Atlantic Shares;

(g) may employ or retain such counsel, accountants, or other experts or advisers as the Depositary may reasonably require for the purpose of determining its rights and discharging the Depositary's rights and duties hereunder and may pay reasonable remuneration for all services so performed by any of them and shall not be responsible for any misconduct or negligence on the part of any of them. ValOre shall pay or reimburse the Depositary for any reasonable fees of such counsel, accountants, or other experts or

advisers; provided that, any fees in excess of $ […***…][2], individually or in the aggregate, shall require the prior written consent of ValOre, such consent not to be unreasonably withheld. The Depositary may act and rely and shall be protected in acting and relying in good faith on the opinion or advice of or information obtained from any counsel, accountant or other expert or advisor, whether retained or employed by the Companies or by the Depositary, in relation to any matter arising under this Agreement; and

(h) may act and rely upon and will be fully protected in acting and relying upon any notice, direction, instructions, instrument, order, certificate, confirmation, request, waiver, consent, receipt, statutory declaration, statement, opinion, report or other paper or document (each a "**Document**") furnished to the Depositary and believed by the Depositary to be genuine and to have purportedly been signed or presented by the proper person(s) required to or entitled to execute and deliver to the Depositary any such Document in connection with this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which the Depositary believes to be genuine, acting in good faith, and the Depositary shall be under no duty to make any investigation or inquiry as to any signature or statement contained therein, but may accept the same as having been properly given and as conclusive evidence of the truth and accuracy of any statements therein contained.

12.2 It is agreed that, except as expressly stated to the contrary in the Circular or the Amalgamation Agreement, the Depositary and the Companies shall treat all holders of South Atlantic Shares in the same manner and shall not provide preferential treatment to any holder of South Atlantic Shares in connection with deposits, deficiency of such deposits and payment.

12.3 The Depositary may provide further services to, or on behalf of, ValOre, Subco or South Atlantic as may be agreed upon between ValOre, Subco or South Atlantic (as applicable) and the Depositary. Should the Depositary so elect, the Depositary or one of its successors, assigns or affiliates shall be entitled to provide services to reunite Registered Shareholders with their assets, provided that ValOre incurs no additional charge for such services.

12.4 The Depositary shall not be liable for any error in judgment or for any act or omission or for any mistake of fact or law except by reason of the Depositary's gross negligence, bad faith or willful misconduct. The Depositary shall not be answerable for the default or misconduct of any agent or counsel provided that any such party selected by the Depositary was chosen with reasonable care.

12.5 Without limitation, ValOre and South Atlantic jointly and severally agree to indemnify the Depositary, the Depositary's successors and assigns, and each of its and their respective directors, officers, employees, affiliates and agents (collectively, the "**Indemnified Parties**" and each an "**Indemnified Party**"), and save them harmless from and against any and all claims, demands, assessments, interest, penalties, actions, suits, proceedings, liabilities, losses, damages, judgments, debts, costs and expenses, including, without limiting the foregoing, expert, consultant and counsel fees and disbursements on a solicitor and client basis, arising directly or indirectly from or in connection with this Agreement including, without limitation, those arising out of or related to actions taken or omitted to be taken by the Indemnified Parties and expenses incurred in connection with the enforcement of this indemnity, which the Indemnified Parties, or any of them, may suffer or incur, whether at law or in equity, in any way caused by or arising, directly or indirectly, in respect of any act, deed, matter or thing whatsoever made, done, acquiesced in or omitted in or

[2] Competitive Information – Commercially Sensitive Terms

about or in relation to the execution of the Depositary's duties, and including any services that the Depostiary may provide in connection with or in any way relating to this Agreement (unless arising from the Depositary's gross negligence, wilful misconduct or bad faith) and including any action or liability brought against or incurred by the Indemnified Parties in relation to or arising out of any breach by the Companies. For greater certainty, ValOre and South Atlantic jointly and severally agree to indemnify and save harmless the Indemnified Parties against and from any present and future taxes (other than income taxes), duties, assessments or other charges imposed or levied on behalf of any governmental authority having the power to tax in connection with the Depositary's duties hereunder. In addition, ValOre and South Atlantic agree to jointly and severally reimburse, indemnify and save harmless the Indemnified Parties for, against and from all legal fees and disbursements (on a substantial indemnity, or solicitor and client, basis) incurred by an Indemnified Party if ValOre or South Atlantic commences an action, or cross claim or counterclaim, against the Indemnified Party and the Indemnified Party is successful in defending such claim. None of the provisions contained in this Agreement shall require the Depositary to expend or to risk the Depositary's own funds or otherwise to incur liability, financial or otherwise, in the performance of any of the Depositary's duties or in the exercise of any of the Depositary's rights or powers unless indemnified as aforesaid. Notwithstanding any other provision hereof, the Companies agrees that its liability hereunder shall be absolute and unconditional regardless of the correctness of any representations of any third parties and regardless of any liability of third parties to the Indemnified Parties, and shall accrue and become enforceable without prior demand or any other precedent action or proceeding.

12.6 Notwithstanding any other provision of this Agreement, and whether such losses or damages are foreseeable or unforeseeable, except to the extent arising from the Depositary's bad faith, wilful misconduct or gross negligence, the Depositary shall not be liable under any circumstances whatsoever for any (a) breach by any other party of securities law or other rule of any securities regulatory authority, (b) lost profits or (c) special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages.

12.7 Notwithstanding any other provision of this Agreement, except to the extent arising from the Depositary's bad faith, wilful misconduct or gross negligence, the Depositary's liability shall be limited, in the aggregate, to the amount of fees paid to the Depositary for acting as depositary hereunder.

12.8 In the event of any claim, action or proceeding brought or commenced against the Depositary, the Depositary shall notify the Companies promptly after the Depositary has received written assertion of such claim or shall have been served with a summons or other legal process, giving information as to the nature and basis of the claim, action or proceeding. ValOre and/or South Atlantic shall undertake the investigation and defence of any such claim, action or proceeding and the Depositary shall have the right to retain other counsel, at the Depositary's own expense, to act on the Depositary's behalf, provided that, if the Depositary reasonably determines, on the advice of external legal counsel (the fees of which, in respect of such advice, will be paid by the Companies), that a conflict of interest or other circumstances wherein the Depositary's best interests would not be adequately represented exist that make representation by counsel chosen by ValOre and/or South Atlantic not advisable, the fees and disbursements of such other counsel shall be paid by the Companies.

12.9 The Depositary shall retain the right not to act and shall not be liable for refusing to act under this Agreement if, due to a lack of information or for any other reason whatsoever, the Depositary, in its reasonable judgment, determines that such act might cause it to be in non-compliance with any sanctions legislation or regulation or applicable anti-money laundering or anti-terrorist legislation,

regulation or guideline. Further, should the Depositary, in its reasonable judgment, determine at any time that its acting under this Agreement has resulted in it being in non-compliance with any sanctions legislation or regulation or applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, then the Depositary shall have the right to resign on 10 days written notice to the Companies, provided (i) that the Depositary's written notice shall describe the circumstances of such non-compliance to the extent permitted under any sanctions legislation or regulation or applicable anti-money laundering or anti-terrorist financing legislation; and (ii) that if such circumstances are rectified to the Depositary's reasonable satisfaction within such 10 day period, then such resignation shall not be effective.

12.10 Notwithstanding any other provision in this Agreement, the provisions of this Section 12 shall survive the termination of this Agreement or the removal or resignation of the Depositary in connection with any and all of the Depositary's duties and obligations under this Agreement.

SECTION 13:
NOTICES

13.1 Notices required to be delivered to ValOre or Subco pursuant to this Agreement are to be sent to:

ValOre Metals Corp.
1020-800 W. Pender Street
Vancouver, British Columbia V6C 2V6

Attention: James R. Paterson
Email: […***…][3]

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

Bennett Jones LLP
2500 Park Place
666 Burrard Street
Vancouver, British Columbia V6C 2X8

Attention: Jeff Taylor
Email: […***…][4]

13.2 Notices required to be delivered to South Atlantic pursuant to this Agreement are to be sent to:

South Atlantic Gold Inc.
301-1665, Ellis Street
Kelowna, British Columbia V1Y 2B3

Attention: Douglas Meirelles
Email: […***…][5]

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

Pushor Mitchell LLP

[3] Personal Information – Contact Information
[4] Personal Information – Contact Information
[5] Personal Information – Contact Information

301-1665, Ellis Street
Kelowna, British Columbia V1Y 2B3

Attention: Keith Inman
Email: […***…][6]

13.3 Notices required to be delivered to the Depositary pursuant to this Agreement are to be sent to:

Endeavor Trust Corporation
702 – 777 Hornby Street
Vancouver, British Columbia V6Z 1S4

Attention: Corporate Action
Email: […***…][7]

13.4 Any demand, notice or communication required or contemplated by this Agreement shall be in writing and sent by personal delivery, courier, mail or email transmission addressed to the Depositary or ValOre or Subco or South Atlantic as indicated above, or to such other address, individual, email address or facsimile number as may be designated by notice provided by either party to the other. In the event of actual or anticipated postal disruption, courier service, personal delivery or email transmission shall be used. Any demand, notice or other communication shall be deemed conclusively to have been received by the addressee (i) if sent by mail, five business days after posting; (ii) if sent by courier service or personal delivery, upon actual delivery; and (iii) if sent by email transmission, on the same business day if given during the ordinary business hours of the addressee, or the next following business day if given outside of such hours.

SECTION 14:
TERMINATION

14.1 This Agreement shall come into force and effect as of the date set forth on the first page of this Agreement, and shall continue in effect unless and until terminated in accordance with this Section 14.

14.2 Any party may terminate this Agreement for any reason whatsoever upon thirty-five (35) days' written notice to the other parties or such other shorter period as the parties may agree to in writing. This Agreement will automatically terminate upon the earlier of (a) all Exchange Consideration for the South Atlantic Shares being distributed in accordance with the provisions hereof and all payments contemplated in Section 6 and Section 7 having been made or (b) the termination of the Amalgamation Agreement in accordance with the terms thereof.

Unless automatically terminated as set forth in this Section 14.2, where this Agreement is terminated, a successor depositary must be appointed by ValOre to carry out the duties and responsibilities of the Depositary set out in the Amalgamation Agreement in accordance with the terms thereof.

14.3 Upon any termination set forth in this Section 14, the Depositary shall be relieved and discharged of any further responsibilities with respect to the Depositary's duties hereunder and shall promptly forward to ValOre (or as it shall otherwise direct in writing) any certificates representing South

[6] Personal Information – Contact Information
[7] Personal Information – Contact Information

Atlantic Shares, Letters of Transmittal or other documents which are held by the Depositary as of termination of its appointment or which the Depositary may receive after its appointment has so terminated.

SECTION 15:
GENERAL

15.1 This Agreement shall not be assigned by any of the parties hereto without the prior written consent of the other parties; provided, however, that this Agreement may be assigned by South Atlantic or Subco to an Affiliate. Any corporation succeeding to the Depositary's transfer agency and corporate trust business shall be the successor depositary hereunder without any further act on its part or any of the parties hereto.

15.2 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

15.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

15.4 This Agreement may be executed (including electronically) in any number of counterparts and may be delivered by email in PDF format. Each counterpart, when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

15.5 Time shall be of the essence of this Agreement.

15.6 All dollar references in this Agreement are in Canadian dollars unless otherwise specified.

15.7 Any inconsistency between this Agreement and Amalgamation Agreement of the Circular, as they may from time to time be amended, shall be resolved in favour of the Amalgamation Agreement of the Circular, except with respect to the duties, liabilities and indemnifications of the Depositary as depositary, which shall be resolved in favour of this Agreement.

15.8 No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

15.9 This Agreement and the schedules attached hereto represent the entire agreement between the parties with respect to the subject matter hereof and cancels, replaces and supersedes all existing and prior and contemporaneous agreements, understandings and negotiations relating to its subject matter and there are no warranties, representations or agreements among the parties in connection with the subject matter hereof except as specifically set forth and referred to herein.

15.10 The use of headings and division of sections and paragraphs is for convenience of reference only and does not affect the construction or interpretation of this Agreement.

15.11 The Depositary shall not be liable, or held in breach of this Agreement, if prevented, hindered or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, acts of war, pandemics, epidemics, governmental action or judicial order, earthquakes or any other similar causes. Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section 15.11. This Section 15.11 shall survive the termination of this Agreement.

15.12 The Companies each hereby represent that any account to be opened by the Depositary, and any money, securities or other assets to be held by the Depositary, in connection with this Agreement, for or to the credit of ValOre, Subco and/or South Atlantic, is not intended to be used by or on behalf of any party other than ValOre, Subco or South Atlantic, as applicable.

15.13 The parties hereto confirm that it is their wish that this Agreement as well as all other documents relating hereto, including notices, have been and shall be drawn up in English. *Les parties aux présentes confirment leur consentement à ce que cette convention de même que tous les documents, ainsi que tout avis s'y rattachant, soient rédigés en anglais*.

[signature page follows]

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

VALORE METALS CORP.

Per: *(signed) "James R. Paterson"*
Name: James R. Paterson
Title: Chief Executive Officer

1529317 B.C. LTD.

Per: *(signed) "James R. Paterson"*
Name: James R. Paterson
Title: Chief Executive Officer

SOUTH ATLANTIC GOLD INC.

Per: *(signed) "Douglas Meirelles"*
Name: Douglas Meirelles
Title: Chief Executive Officer

ENDEAVOR TRUST CORPORATION

Per: *(signed) "David Eppert"*
Name: David Eppert
Title: Chief Executive Officer

Per: *(signed) "Catherine Wang"*
Name: Catherine Wang
Title: Chief Financial Officer

SCHEDULE "A"
AMALGAMATION AGREEMENT

[see attached]

Execution Version

VALORE METALS CORP.

AND

1529317 B.C. LTD.

AND

SOUTH ATLANTIC GOLD INC.

AMALGAMATION AGREEMENT

MARCH 26, 2025

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

Page

AMALGAMATION AGREEMENT

THIS AGREEMENT is made as of March 26, 2025,

BETWEEN:

VALORE METALS CORP., a company existing under the laws of the Province of British Columbia

(the "**Purchaser**")

- and –

1529317 B.C. LTD., a company existing under the laws of the Province of British Columbia

("**Subco**")

- and -

SOUTH ATLANTIC GOLD INC., a company existing under the laws of the Province of British Columbia

(the "**Company**")

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

ARTICLE 1
INTERPRETATION

Section 1.1 Defined Terms

As used in this Agreement, the following terms have the following meanings:

"**1933 Act**" means the United States *Securities Act of 1933*, as amended, and the rules and regulations promulgated from time to time thereunder.

"**Acquisition Proposal**" means, other than the transactions contemplated by this Agreement, any offer, proposal or inquiry (written or oral) from any Person or group of Persons other than the Purchaser (or any affiliate of the Purchaser) after the date of this Agreement relating to: (i) any direct or indirect acquisition, sale, disposition (or any lease or other arrangement having the same economic effect as a sale or disposition), in a single transaction or a series of related transactions, of assets representing 20% or more of the consolidated assets or contributing 20% or more of the consolidated revenue of the Company and its Subsidiaries or of 20% or more of the voting, equity or other securities of the Company or any of its Subsidiaries (or rights or interests therein or thereto); (ii) any direct or indirect take-over bid, tender offer, exchange offer, treasury issuance or other transaction that, if consummated, would result in a Person or group of Persons beneficially owning 20% or more of any class of voting, equity or other securities or any other equity interests (including securities convertible into or exercisable or exchangeable for securities or equity interests) of the Company or any of its Subsidiaries; (iii) any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, joint

venture, partnership, liquidation, dissolution, winding up or exclusive license involving the Company or any of its Subsidiaries; (iv) any other similar transaction or series of transactions involving the Company or any of its Subsidiaries; or (v) any other transaction, the consummation of which would reasonably be expected to impede, prevent or delay the transactions contemplated by this Agreement or the Amalgamation.

"**affiliate**" has the meaning specified in National Instrument 45-106 – *Prospectus Exemptions*.

"**Agreement**" means this amalgamation agreement (including the Schedules hereto) as it may be amended, modified or supplemented from time to time in accordance with its terms.

"**Applicable Canadian Securities Laws**" the applicable securities legislation of each of the provinces and territories of Canada, and all rules, regulations, instruments, notices, blanket orders and policies published and/or promulgated thereunder, as amended from time to time prior to the Effective Date.

"**Amalco**" means the corporation resulting from the Amalgamation.

"**Amalco Shares**" means the common shares in the capital of Amalco.

"**Amalgamating Companies**" means the Company and Subco.

"**Amalgamation**" means the amalgamation of the Amalgamating Companies pursuant to Section 269 of the BCBCA on the terms and conditions set forth in this Agreement.

"**Amalgamation Application**" means the amalgamation application, substantially in the form attached hereto as Schedule A, required to be filed with the Registrar pursuant to Section 275(1) of the BCBCA in respect of the Amalgamation

"**Amalgamation Resolution**" means the special resolution to be considered and, if thought fit, passed by the Company Shareholders approving the Amalgamation at the Company Meeting substantially on the terms and in the form set out in Schedule B.

"**Articles of Amalgamation**" means the articles of Amalco, substantially in the form attached hereto as Schedule A, required to be filed with the Registrar pursuant to Section 275(1) of the BCBCA in respect of the Amalgamation.

"**associate**" has the meaning specified in the *Securities Act* (British Columbia).

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person.

"**BCBCA**" means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

"**Board**" means the board of directors of the Company as constituted from time to time.

"**Board Recommendation**" has the meaning ascribed thereto in Section 2.5(2).

"**Breaching Party**" has the meaning ascribed thereto in Section 5.8(3).

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any other day when banks in Vancouver, British Columbia are not generally open for business.

"**Certificate of Amalgamation**" means the certificate issued by the Registrar pursuant to Section 281 of the BCBCA to evidence the Amalgamation.

"**Change in Recommendation**" means the circumstances where, prior to the Company Shareholder having approved the Amalgamation Resolution, the Board (i) fails to unanimously recommend or withdraws, amends, modifies, qualifies, or changes in a manner adverse to the Purchaser, or publicly proposes to or publicly state that it intends to withdraw, amend, modify, qualify or change in a manner adverse to the Purchaser, its approval or recommendation of the Amalgamation; (ii) fails to approve or recommend or reaffirm its approval or recommendation of the Amalgamation within five (5) Business Days (and in any case prior to the Company Meeting) after having been requested in writing by the Purchaser to do so; or (iii) in the event of a publicly announced Acquisition Proposal, fails to approve or recommend or reaffirm its approval or recommendation of the Amalgamation within five (5) Business Days after any such announcement of an Acquisition Proposal (it being understood that the taking of a neutral position or no position with respect to an Acquisition Proposal beyond a period of five (5) Business Days after any such announcement of an Acquisition Proposal (or beyond the date which is two days prior to the Company Meeting, if sooner) shall be considered an adverse modification);

"**Closing Certificate**" means a certificate in form acceptable to both the Company and the Purchaser which, when signed by an authorized representative of both the Company and the Purchaser, will constitute their acknowledgement that the conditions precedent to the implementation of Amalgamation pursuant to the Amalgamation Agreement have been satisfied to their respective satisfaction or waived.

"**Collective Agreements**" means collective agreements and related documents including benefit agreements, letters of understanding, letters of intent and other written communications (including arbitration awards) by which the Company or the Purchaser (as applicable) and any of its Subsidiaries are bound.

"**Company**" has the meaning ascribed thereto in the Preamble.

"**Company Assets**" means all of the assets, properties, permits, rights or other privileges (whether contractual or otherwise) of the Company and its Subsidiaries.

"**Company Circular**" means the notice of the Company Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to Company Shareholders in connection with the Company Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

"**Company Disclosure Letter**" means the disclosure letter of the Company dated as of the date hereof, executed by the Company and delivered to the Purchaser.

"**Company DSU**" means a deferred share unit issued pursuant to the Company Long Term Incentive Plan.

"**Company Employees**" means the officers and employees of the Company and its Subsidiaries.

"**Company Interim Financial Statements**" means the unaudited condensed interim financial statements of the Company for the period ended November 30, 2024, together with the notes thereto.

"**Company Long Term Incentive Plan**" means the Company's long term incentive plan most recently approved by Company Shareholders on January 5, 2024.

"**Company Material Contract**" means (1) any partnership agreement, limited liability company agreement, joint venture agreement or similar agreement or arrangement relating to the formation, creation or operation of any partnership, limited liability company or joint venture in which the Company and/or its Subsidiaries have an interest; (2) any Contract: (i) that if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Material Adverse Effect on the Company; (ii) relating directly or indirectly to the guarantee of any liabilities or obligations or to indebtedness (currently outstanding or which may become outstanding) for borrowed money in excess of $[…***…][1] in the aggregate; (iii) restricting the incurrence of indebtedness by the Company or any of its Subsidiaries or (including by requiring the granting of an equal and rateable Lien) the incurrence of any Liens on any properties or assets of the Company or any of its Subsidiaries, or restricting the payment of dividends by the Company or by any of its Subsidiaries; (iv) under which the Company or any of its Subsidiaries is obligated to make or expects to receive payments on an annual basis in excess of $[…***…][2] or in excess of $[…***…][3] over the remaining term; (v) that creates an exclusive dealing arrangement, right of first offer or refusal or "most favoured nation" obligation; (vi) that is a Collective Agreement or other agreement with a union; (vii) providing for employment, severance or change in control payments; (viii) providing for the purchase, sale or exchange of, or option to purchase, sell or exchange, any property or asset where the purchase or sale price or agreed value or fair market value of such property or asset exceeds $[…***…][4]; (ix) that limits or restricts in any material respect (A) the ability of the Company or any Subsidiary to engage in any line of business or carry on business in any geographic area, or (B) the scope of Persons to whom the Company or any of its Subsidiaries may sell products or deliver services; (x) that requires the consent of any other party to the Contract to a change in control of the Company or any of its Subsidiaries; or (xi) that is otherwise material to the Company and its Subsidiaries, taken as a whole; and (3) any lease.

"**Company Meeting**" means the annual and special meeting of Company Shareholders, held to consider and, if thought fit, approve, among other things, the Amalgamation Resolution.

"**Company Optionholders**" means the holders of the Company Options.

"**Company Option In-The Money Amount**" means, in respect of a Company Option, the amount, if any, by which the total fair market value (determined immediately before the Effective Time) of the Company Shares subject to such Company Option exceeds the aggregate exercise price payable to acquire such Company Shares under such Company Option.

"**Company Options**" means options to acquire Company Shares granted under the Company Stock Option Plan.

"**Company Property**" means the Company's Pedra Branca project located in Ceará State, Brazil.

"**Company Public Record**" means all documents publicly filed by or on behalf of the Company on SEDAR since February 28, 2021.

"**Company Reporting Provinces**" means, collectively, the provinces of British Columbia and Alberta.

"**Company RSU**" means a restricted share unit issued pursuant to the Company Long Term Incentive Plan.

---

[1] Competitive Information – Commercially Sensitive Terms.

[2] Competitive Information – Commercially Sensitive Terms

[3] Competitive Information – Commercially Sensitive Terms

[4] Competitive Information – Commercially Sensitive Terms

"**Company Securities**" means the Company DSUs, Company RSUs, Company Options and Company Shares.

"**Company Securityholders**" means the holders of one or more Company Securities.

"**Company Shares**" means the common shares in the capital of the Company.

"**Company Shareholders**" means the holders of the Company Shares.

"**Company Stock Option Plan**" means the Company's stock option plan, which was most recently approved by the Company Shareholders on January 5, 2024.

"**Company Subsidiaries**" means South Atlantic Gold Brasil Exploracao Minteral LTDA.

"**Company's Constating Documents**" means the notice of articles of the Company and articles of the Company and all amendments thereto.

"**Concession**" means any mining concession, claim, lease, licence, permit or other right to explore for, exploit, develop, mine or produce minerals or any interest therein which a Party or any of its Subsidiaries owns or has a right or option to acquire or use.

"**Confidentiality Agreement**" means the confidentiality agreement between the Parties dated February 15, 2024.

"**Consideration Securities**" means, collectively, the Consideration Shares and the Replacement Options.

"**Consideration Shares**" means the Purchaser Shares to be issued in exchange for Company Shares pursuant to the Amalgamation.

"**Contract**" means any agreement, commitment, engagement, contract, franchise, licence, lease, obligation, undertaking or joint venture (written or oral) to which a Party or any of its Subsidiaries is a party or by which it or any of its Subsidiaries is bound or affected or to which any of their respective properties or assets is subject.

"**Depositary**" means such Person as the Company may appoint to act as depositary for the Company Shares in relation to the Amalgamation, with the approval of the Purchaser, acting reasonably.

"**Depositary Agreement**" means a depositary agreement to be entered into on or prior to the Effective Date between the Company, the Purchaser and the Depositary, pursuant to which the Depositary agrees to act in the capacity of Depositary for purposes of the Amalgamation, and to undertake the actions of the Depositary provided for therein.

"**Disclosing Party**" has the meaning ascribed thereto in Section 5.5(4).

"**Dissent Rights**" means the rights of dissent provided by Section 272 of the BCBCA.

"**Dissenting Shareholder**" means a registered Company Shareholder as of the record date of the Company Meeting who has duly and validly exercised its Dissent Rights in strict compliance with Sections 242 to 247 of the BCBCA, and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights.

"**Effective Date**" has the meaning ascribed thereto in Section 2.8(1).

"**Effective Time**" means the time on the Effective Date that the Amalgamation becomes effective, which the Parties agree shall be 12:01 a.m. (Vancouver time) on the Effective Date or such other time on the Effective Date as may be determined by the Parties and confirmed by them in writing.

"**Employee Plans**" means all employee benefit, fringe benefit, health, welfare, medical, dental, life insurance, supplemental unemployment benefit, bonus, commissions, profit sharing, option, phantom stock, stock appreciation, savings, insurance, incentive, incentive compensation, deferred compensation, termination, severance, change of control, share purchase, share compensation, disability, retirement, pension, supplemental retirement plans and similar employee or director compensation or benefit plans, policies, trusts, funds, agreements or arrangements for the benefit of directors or former directors of the Company or any of its Subsidiaries, Company Employees or former Company Employees, which are maintained, sponsored or funded by or binding upon the Company or any of its Subsidiaries, whether written or oral, funded or unfunded, insured or self-insured, registered or unregistered, in respect of which the Company or any of its Subsidiaries may have any liability (contingent or otherwise), other than benefit plans established pursuant to statute.

"**Environmental Laws**" means all applicable federal, provincial, state, local and foreign Laws, imposing liability or standards of conduct for, or relating to, the regulation of activities, materials, substances or wastes in connection with, or for, or to, the protection of human health, safety, the environment or natural resources (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation).

"**Environmental Liabilities**" means, with respect to any person, all liabilities, remedial and removal costs, investigation costs, capital costs, operation and maintenance costs, losses, damages, costs and expenses, fines, penalties and sanctions incurred as a result of, or related to, any claim, suit, action, administrative order, closure plan, investigation, proceeding or demand by any person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law arising under, or related to, any Environmental Laws, Environmental Permits, or in connection with any Release or threatened Release originating from any real or personal property.

"**Environmental Permits**" means all permits, licenses, written authorizations, certificates, approvals, program participation requirements, sign-offs or registrations required by any Governmental Entity under applicable Environmental Laws.

"**Exchange**" means the TSX Venture Exchange.

"**Exchange Ratio**" has the meaning ascribed thereto in Section 2.3(iv).

"**GAAP**" means those accounting principles which are recognized as being generally accepted in the United States from time to time at the relevant time applied on a consistent basis.

"**Governmental Entity**" means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, commissioner, minister, cabinet, governor in council, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange, including the Exchange.

"**GST/HST**" means taxes imposed under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder and shall include the provincial component of any harmonized sales tax.

"**Hazardous Substance**" means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous or deleterious substance, waste or material, including petroleum, polychlorinated biphenyls, asbestos and urea-formaldehyde insulation, and any other material or contaminant regulated by Environmental Law.

"**Intellectual Property**" means any and all intellectual property (whether foreign or domestic, registered or unregistered) including: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof; (b) all trademarks, trade-names, trade dress, logos, business names, corporate names, domain names, uniform resource locators (URL's) and the internet websites related thereto, and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith; (c) all copyrightable works of authorship, all copyrights and all applications, registrations and renewals in connection therewith; (d) all designs, industrial designs, design patents and all applications, registrations and renewals in connection therewith; (e) all proprietary, technical or confidential information, including all trade secrets, processes, procedures, know-how, show-how, formulae, methods, data, compilations, databases and the information contained therein, together with all business and financial information relating to the respective company; and (f) all computer software (including all source code, object code and related documentation), together with: (i) all copies and tangible embodiments of the foregoing referred to in subsections (a) to (f) (in whatever form or medium); (ii) all improvements, modifications, translations, adaptations, refinements, derivations and combinations thereof; and (iii) all rights and protections, whether registered or not, relating to all intellectual property.

"**Key Consents**" means any third party consents, waivers, permits, orders and approvals that are necessary, proper or advisable to consummate the transactions contemplated by this Agreement, as set out in the Company Disclosure Letter.

"**Law**" means, with respect to any Person, any and all applicable law (statutory, civil, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise.

"**Letter of Transmittal**" means the letter of transmittal delivered to registered holders of Company Shares for use in connection with the Amalgamation;

"**Lien**" means any mortgage, charge, pledge, hypothec, security interest, prior claim, encroachments, option, right of first refusal or first offer, occupancy right, covenant, assignment, lien (statutory or otherwise), defect of title, or restriction or adverse right or claim, or other third party interest or encumbrance of any kind, in each case, whether contingent or absolute.

"**Material Adverse Effect**" means, in respect of any Party, any change, event, occurrence, effect, state of facts or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, state of facts or circumstances is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, condition (financial or otherwise), or liabilities (contingent or otherwise) of that Party and its Subsidiaries, taken as a whole or would, or would reasonably be expected to, prevent or materially delay that Party from consummating the transactions contemplated by this Agreement by the Outside Date, except any such change, event, occurrence, effect, state of facts or circumstances resulting from: (i) any change in global, national or regional political conditions (including the outbreak or escalation of war or acts of terrorism) or in general economic, political, regulatory or market

conditions or in national or global financial or capital markets; (ii) any adoption, proposal, implementation or change in Law, or in any interpretation of Law, by any Governmental Entity; (iii) any change in GAAP; (iv) any natural or man-made disaster or act of God (including epidemics, pandemics, disease outbreak other health crisis or public health event, or otherwise); (v) any actions taken (or omitted to be taken) by that Party pursuant to this Agreement or upon the request of the other Party; (vi) the announcement of this Agreement or the transactions contemplated hereby; or (vii) any change in the market price or trading volume of any securities of that Party (it being understood that the causes underlying such change in market price or trading volume may be taken into account in determining whether a Material Adverse Effect has occurred), provided, however, that such matter does not have a materially disproportionate effect on the current or future business, operations, results of operations, assets, properties, capitalization, condition (financial or otherwise), liabilities (contingent or otherwise), prospects or privileges (whether contractual or otherwise) of that Party and its Subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the same industry or jurisdictions in which that Party and its Subsidiaries operate.

"**Meirelles Agreement**" means the agreement to be entered into between the Purchaser and Douglas Meirelles ("**Meirelles**") in respect of the payment and settlement of any change of control fees that may be payable to Meirelles in connection with the Amalgamation.

"**MI 61-101**" means Multilateral Instrument 61-101 - *Protection of Minority Shareholders in Special Transactions*.

"**Misrepresentation**" has the meaning ascribed thereto under Securities Laws.

"**NI 43-101**" means National Instrument 43 -101 – *Standards of Disclosure for Mineral Projects*.

"**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations*.

"**officer**" has the meaning ascribed thereto in the *Securities Act* (British Columbia).

"**Ordinary Course**" means, with respect to an action taken by the Company or the Purchaser, as the case may be, that such action is consistent with the past practices of the Company or the Purchaser and is taken in the ordinary course of the normal day-to-day operations of the business of the Company or the Purchaser, as applicable.

"**Outside Date**" means June 30, 2025 or such later date as may be agreed to in writing by the Parties.

"**Parties**" means the Company, the Purchaser and Subco and "**Party**" means any one of them.

"**Payor**" has the meaning ascribed thereto in Section 2.10.

"**Permit**" means any license, permit, certificate, consent, order, grant, approval, classification, registration or other authorization of and from any Governmental Entity including Environmental Permits.

"**Person**" includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

"**Proceeding**" means any action, cause of action, claim (including, without limitation, any claim for indemnification), demand, litigation, suit, investigation, grievance, citation, summons, subpoena, inquiry, audit, hearing, originating application to a tribunal, arbitration or other similar proceeding of any nature, whether in equity in law, in contract, in tort or otherwise.

"**Purchaser**" has the meaning ascribed thereto in the Preamble.

"**Purchaser Disclosure Letter**" means the disclosure letter of the Purchaser dated as of the date hereof, executed by the Purchaser and delivered to the Company.

"**Purchaser Financial Statements**" means the audited condensed interim financial statements of the Company for the year ended September 30, 2024, together with the notes thereto.

"**Purchaser Information**" has the meaning ascribed thereto in Section 2.4.

"**Purchaser Material Contract**" means (1) any partnership agreement, limited liability company agreement, joint venture agreement or similar agreement or arrangement relating to the formation, creation or operation of any partnership, limited liability company or joint venture in which the Purchaser and/or its Subsidiaries have an interest; (2) any Contract: (i) that if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Material Adverse Effect on the Purchaser; (ii) relating directly or indirectly to the guarantee of any liabilities or obligations or to indebtedness (currently outstanding or which may become outstanding) for borrowed money in excess of $[…***…][5] in the aggregate; (iii) restricting the incurrence of indebtedness by the Purchaser or any of its Subsidiaries or (including by requiring the granting of an equal and rateable Lien) the incurrence of any Liens on any properties or assets of the Purchaser or any of its Subsidiaries, or restricting the payment of dividends by the Purchaser or by any of its Subsidiaries; (iv) under which the Purchaser or any of its Subsidiaries is obligated to make or expects to receive payments on an annual basis in excess of $[…***…][6] or in excess of $[…***…][7] over the remaining term; (v) that creates an exclusive dealing arrangement, right of first offer or refusal or "most favoured nation" obligation; (vi) that is a Collective Agreement or other agreement with a union; (vii) providing for employment, severance or change in control payments; (viii) providing for the purchase, sale or exchange of, or option to purchase, sell or exchange, any property or asset where the purchase or sale price or agreed value or fair market value of such property or asset exceeds $[…***…][8]; (ix) that limits or restricts in any material respect (A) the ability of the Purchaser or any Subsidiary to engage in any line of business or carry on business in any geographic area, or (B) the scope of Persons to whom the Purchaser or any of its Subsidiaries may sell products or deliver services; (x) that requires the consent of any other party to the Contract to a change in control of the Purchaser or any of its Subsidiaries; or (xi) that is otherwise material to the Purchaser and its Subsidiaries, taken as a whole; and (3) any lease.

"**Purchaser Options**" means the options to acquire Purchaser Shares granted under the Purchaser Stock Option Plan.

"**Purchaser Properties**" means the Pedra Branca Platinum Group Elements project, comprising of 45 exploration licenses covering a total area of 51,096 hectares in northeastern Brazil.

"**Purchaser Public Records**" means all documents publicly filed by or on behalf of the Purchaser on SEDAR since September 30, 2021.

"**Purchaser Reporting Provinces**" means, collectively, the provinces of British Columbia and Alberta.

"**Purchaser Shares**" means common shares in the capital of the Purchaser.

---

[5] Competitive Information – Commercially Sensitive Terms

[6] Competitive Information – Commercially Sensitive Terms

[7] Competitive Information – Commercially Sensitive Terms

[8] Competitive Information – Commercially Sensitive Terms

"**Purchaser Stock Option Plan**" means the stock option plan of the Purchaser which was most recently approved by the Purchaser's shareholders on May 27, 2024.

"**Purchaser Subsidiaries**" means PBBM Holdings Ltd.

"**Qualified Person**" shall have the meaning ascribed to such term in NI 43-101.

"**Receiving Party**" has the meaning ascribed thereto in Section 5.5(4).

"**Registrar**" means the Registrar of Companies appointed pursuant to Section 400 of the BCBCA.

"**Regulation D**" means Regulation D promulgated under the 1933 Act.

"**Regulation S**" means Regulation S promulgated under the 1933 Act.

"**Reimbursement Fee**" means $35,000.

"**Release**" means any release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Substance in the indoor or outdoor environment, including the movement of Hazardous Substance through or in the air, soil, surface water, ground water or property.

"**Replacement Option In-The Money Amount**" means, in respect of a Replacement Option, the amount, if any, by which the total fair market value (determined at the Effective Time) of the Purchaser Shares subject to such Replacement Option exceeds the aggregate exercise price payable to acquire such Purchaser Shares under such Replacement Option.

"**Replacement Options**" has the meaning ascribed thereto in Section 2.3(vii).

"**Representative**" means, collectively, any officer, director, employee, representative (including any financial or other adviser) or agent of the Company or of any of its Subsidiaries.

"**Sanctioned Country**" means a country, region, or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, Cuba, Iran, North Korea, Syria, the Crimea, so-called Donetsk People's Republic and Luhansk People's Republic regions of Ukraine, and the Kherson and Zaporizhzhia oblasts of Ukraine).

"**Sanctioned Person**" means (i) any Person identified in any list of designated Persons maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the U.S. Department of State, the government of Canada (including Global Affairs Canada and Public Safety Canada), the United Nations Security Council, His Majesty's Treasury of the United Kingdom, the European Union, or any European Union member state; (ii) any Person located, organized, resident in, or a Governmental Entity or government instrumentality of, any Sanctioned Country, (iii) any person 50% or more owned or controlled by, or acting on behalf of any Person described in (i) or (ii); (iv) any person deemed under Canadian Sanctions to be controlled by, or whose property is deemed under Canadian Sanctions to be owned by, any Person described in clause (i); or (v) any Person otherwise a target of Sanctions.

"**Sanctions**" means all economic or financial sanctions, including trade embargoes and restrictions imposed, administered or enforced from time to time by OFAC, the United States Department of State, the government of Canada (including Global Affairs Canada and Public Safety Canada), the United Nations

Security Council, the European Union, His Majesty's Treasury of the United Kingdom, or any other relevant sanctions authority.

"**Securities Authority**" means the British Columbia Securities Commission and the applicable securities commissions or securities regulatory authority of a province or territory of Canada.

"**Securities Laws**" means the *Securities Act* (British Columbia) and any other applicable Canadian provincial and territorial securities laws, rules and regulations and published policies thereunder.

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval (and includes, for greater certainty, SEDAR+).

"**Subco**" has the meaning ascribed thereto in the Preamble.

"**Subco Shares**" means the common shares in the capital of Subco.

"**Subsidiary**" means, with respect to a Person, any entity, whether incorporated or unincorporated: (i) of which such Person or any other Subsidiary of such Person is a general partner; or (ii) at least a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person and/or by any one or more of its Subsidiaries; and shall include any body corporate, partnership, joint venture or other entity over which it exercises direction or control. For purposes of this definition, "**control**" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"**Superior Proposal**" means any unsolicited *bona fide* written Acquisition Proposal from a Person or Persons: (i) to acquire not less than all of the outstanding Company Shares not owned by the Person(s) making such Acquisition Proposal or its affiliates or all or substantially all of the assets of the Company on a consolidated basis; (ii) that complies with Securities Laws; (iii) that is reasonably capable of being completed without undue delay, taking into account, all financial, legal, regulatory and other aspects of such Acquisition Proposal and the Person(s) making such Acquisition Proposal; and (iv) in respect of which the Board and any relevant committee thereof determines, in its good faith judgment, after receiving the advice of its outside legal counsel and financial advisors (if any) and after taking into account all the terms and conditions of the Acquisition Proposal, including all legal, financial, regulatory and other aspects of such Acquisition Proposal and the party making such Acquisition Proposal, would, if consummated in accordance with its terms, but without assuming away the risk of non-completion, result in a transaction which is more favourable, from a financial point of view, to Company Shareholders than the Amalgamation.

"**Superior Proposal Notice**" has the meaning specified in Section 6.2(1)(c).

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations promulgated thereunder, as amended from time to time.

"**Tax Returns**" means any and all returns, reports, declarations, elections, notices, forms, designations, filings, and statements (including estimated tax returns and reports, withholding tax returns and reports, and information returns and reports) filed, prepared or required to be filed or prepared in respect of Taxes.

"**Taxes**" means (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or

described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, GST/HST , use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

"**Terminating Party**" has the meaning specified in Section 5.8(3).

"**Termination Fee**" means $150,000.

"**Termination Notice**" has the meaning specified in Section 5.8(3).

Section 1.2 Certain Rules of Interpretation.

In this Agreement, unless otherwise specified:

(1) **Headings, etc.** The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Agreement.

(2) **Currency.** All references to dollars or to $ are references to Canadian dollars unless otherwise specified.

(3) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(4) **Certain Phrases, etc.** The words (i) "including", "includes" and "include" mean "including (or includes or include) without limitation," (ii) "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of," and (iii) unless stated otherwise, "Article", "Section", and "Schedule" followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Agreement. The term "Agreement" and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it.

(5) **Capitalized Terms.** All capitalized terms used in any Schedule have the meanings ascribed to them in this Agreement.

(6) **Knowledge.** Where any representation or warranty is expressly qualified by reference to the knowledge of the Company, it is deemed to refer to the knowledge of the Company or any of its officers and directors, after reasonable and diligent inquiry. Where any representation or warranty

is expressly qualified by reference to the knowledge of the Purchaser, it is deemed to refer to the knowledge of the Purchaser or any of its officers and directors, after reasonable and diligent inquiry.

(7) **Accounting Terms.** All accounting terms are to be interpreted in accordance with GAAP and all determinations of an accounting nature in respect of the Company required to be made shall be made in a manner consistent with GAAP.

(8) **Statutes.** Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

(9) **Computation of Time.** A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day.

(10) **Time References.** References to time are to local time, Vancouver, British Columbia.

(11) **Subsidiaries.** To the extent any covenants or agreements relate, directly or indirectly, to a Subsidiary of the Company, each such provision shall be construed as a covenant by the Company to cause (to the fullest extent to which it is legally capable) such Subsidiary to perform the required action. To the extent any covenants or agreements relate, directly or indirectly, to a Subsidiary of the Purchaser, each such provision shall be construed as a covenant by the Purchaser to cause (to the fullest extent to which it is legally capable) such Subsidiary to perform the required action.

(12) **Consent.** If any provision requires approval or consent of a Party and such approval or consent is not delivered within the specified time limit, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

(13) **Schedules.** The schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

ARTICLE 2
THE AMALGAMATION

Section 2.1 Agreement to Amalgamate

(1) The Parties hereby agree, subject to the terms and conditions of this Agreement, that the Amalgamating Companies shall amalgamate under section 269 of the BCBCA effective as of the Effective Time and shall continue as one corporation on the terms and conditions set out in this Agreement.

(2) Forthwith on the Effective Date, the Amalgamating Companies shall jointly file with the Registrar the Amalgamation Application and Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation. The Amalgamation shall become effective at the Effective Time.

Section 2.2 Effect of Amalgamation

Effective as of the Effective Time, the Amalgamating Companies shall amalgamate to form Amalco and shall continue as one corporation under the BCBCA with the effect set out in section 282 of

the BCBCA. For greater certainty, upon the Amalgamation becoming effective, the following shall occur and shall be deemed to occur, without any further act or formality:

(i) the Amalgamating Companies shall be amalgamated and continue as Amalco;

(ii) the Amalgamating Companies shall cease to exist as separate entities from Amalco;

(iii) immediately following the Effective Time, Amalco will be a direct wholly-owned subsidiary of the Purchaser;

(iv) Amalco shall possess all the property, rights, privileges and franchises, and be subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts, of each of the Amalgamating Companies;

(v) a conviction against, or ruling, order or judgment in favour of or against, an Amalgamating Company may be enforced by or against Amalco;

(vi) the Articles of Amalgamation shall be deemed to be the articles of incorporation of Amalco and the Certificate of Amalgamation shall be deemed to be the certificate of incorporation of Amalco; and

(vii) Amalco shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against an Amalgamating Company before the Effective Time.

Section 2.3 Exchange of Securities Pursuant to Amalgamation

Pursuant to the Amalgamation, Company Shares and Subco Shares, and the outstanding rights to acquire such shares (including the Company RSUs, Company DSUs and Company Options), issued and outstanding immediately prior to the Effective Time shall, be exchanged or cancelled as follows:

(i) at the Effective Time, each Company Share held by a Dissenting Shareholder in respect of which Dissent Rights have been validly exercised shall be cancelled by the Company, without any further act or formality, the name of such Dissenting Shareholder shall be removed from the shareholder register maintained by the Company, and such Dissenting Shareholder shall be entitled to be paid the fair value of such share by the Company;

(ii) immediately prior to the Effective Time, each Company RSU outstanding shall immediately vest, and upon such vesting each vested Company RSU shall immediately be redeemed, and be deemed to be redeemed, by the Company and cancelled in consideration for the issue by the Company from treasury to the holder of such Company RSU of one fully paid and non-assessable Company Share for each Company RSU so redeemed, and upon such redemption:

(A) the holders of such Company RSUs shall cease to be the holders thereof and to have any rights as holders of such Company RSUs, other than the right to receive the Company Shares to which they are entitled under this Section 2.3(ii);

(B) such holders' names shall be removed from the register of the Company RSUs maintained by or on behalf of the Company;

(C) such holders' shall be entered as the registered holder of such Company Shares in the register of the Company Shares maintained by or on behalf of the Company; and

(D) all agreements relating to Company RSUs shall be terminated and shall be of no further force and effect;

(iii) each Company DSU outstanding immediately prior to the Effective Time shall immediately be redeemed, and be deemed to be redeemed, by the Company and cancelled in consideration for the issue by the Company from treasury to the holder of such Company DSU of one fully paid and non-assessable Company Share for each Company DSU so redeemed, and upon such redemption:

(A) the holders of such Company DSUs shall cease to be the holders thereof and to have any rights as holders of such Company DSUs, other than the right to receive the Company Shares to which they are entitled under this Section 2.3(iii);

(B) such holders' names shall be removed from the register of the Company DSUs maintained by or on behalf of the Company;

(C) such holders' shall be entered as the registered holder of such Company Shares in the register of the Company Shares maintained by or on behalf of the Company; and

(D) the Company Long Term Incentive Plan and all agreements relating to Company DSUs shall be terminated and shall be of no further force and effect;

(iv) each Company Share outstanding immediately prior to the Effective Time and after giving effect to the share issuances contemplated in Section 2.3(ii) and Section 2.3(iii), other than Company Shares held by the Purchaser or any Dissenting Shareholder who has validly exercised such holder's Dissent Right, shall without any further action by or on behalf of a holder of Company Shares, be cancelled, and in consideration therefore the Purchaser shall deliver (or cause to be delivered) to the holder thereof that number of Purchaser Shares as is equal to the quotient obtained by dividing (A) 38,500,000, by (B) the number of Company Shares issued and outstanding immediately prior to the Effective Time (after giving effect to the share issuances contemplated in subsections Section 2.3(ii) and Section 2.3(iii)) for each Company Share held (such ratio being, the "**Exchange Ratio**");

(v) each Subco Share issued and outstanding immediately prior to the Effective Time shall be converted into one fully paid and non-assessable Amalco Share;

(vi) as consideration for the issuance by Purchaser of Purchaser Shares to Company Shareholders pursuant to Section 2.3(iv) to effect the Amalgamation, Amalco will issue to the Purchaser one Amalco Share for each Purchaser Share so issued;

(vii) each Company Option outstanding immediately prior to the Effective Time, whether or not vested, shall be cancelled and, in consideration therefor, the holder of such Company Option shall receive an option issued by the Purchaser (a "**Replacement Option**") to acquire (on the same terms and conditions as were applicable to such Company Option immediately before the Effective Time under the Company Stock Option Plan and the agreement evidencing the grant), the number (rounded down to the nearest whole number) of Purchaser Shares equal to the product of: (A) the number of Company Shares subject to such Company Option immediately prior to the Effective Time; and (B) the Exchange Ratio, provided that the exchange of Company Options for Replacement Options shall not become effective prior to the issuance of the Purchaser Shares to Company Shareholders pursuant to Section 2.3(iv). The exercise price per Purchaser Share subject to any such Replacement Option shall be the amount (rounded up to the nearest one-hundredth of a cent) equal to the quotient of (A) the exercise price per Company Share subject to such Company Option immediately before the Effective Time, divided by (B) the Exchange Ratio. Replacement Options held by Directors, Employees, Management Company Employees and Consultants (as such terms are defined in the Company Stock Option Plan) of the Company (collectively, "**Eligible Persons**") shall be fully vested (notwithstanding any vesting conditions currently attached to such Company Options). The expiry date of any Replacement Option held by an existing Eligible Person who ceases to be an Eligible Persons concurrently with the closing of the Amalgamation or within a period of twelve (12) months after the Effective Date shall be the date that is 12 months after the date such person ceased to be an Eligible Person. Except as set out above, the terms of each Replacement Option shall be the same as the terms of the Company Stock Option for which it was exchanged and shall be governed by the terms of the Company Option Plan and any certificate or agreement previously evidencing the Company Option shall thereafter evidence and be deemed to evidence such Replacement Option. It is intended that subsection 7(1.4) of the Tax Act apply to the exchange of Company Options for Replacement Options under this Section 2.3(vii). Therefore, in the event that the Replacement Option In-The Money Amount in respect of a Replacement Option exceeds the Company Option In-The Money Amount in respect of the Company Option for which it is exchanged, the number of Purchaser Shares which may be acquired on exercise of the Replacement Option at and after the Effective Time will be adjusted accordingly with effect at and from the Effective Time to ensure that the Replacement Option In-The Money Amount in respect of the Replacement Option is the maximum amount that does not exceed the Company Option In-The Money Amount in respect of the Company Option and the ratio of the amount payable to acquire such shares to the value of such shares to be acquired shall be unchanged. The obligations of the Company under the Company Stock Option Plan in respect of the Company Options will be assumed by the Purchaser as at the Effective Time. The Replacement Options will not be exercisable in the United States or by or on behalf of a U.S. Person unless an exemption from registration under the U.S. Securities Act and applicable state securities laws is available.

Section 2.4 The Company Meeting

(1) The Company shall:

(a) convene and conduct the Company Meeting in accordance with the Company's Constating Documents and Law on or before the date that is 45 days following the date the Exchange has provided its conditional acceptance for the transactions contemplated in this Agreement (or such later date as may be consented to by the Purchaser in writing or as required as a result of a delay by the Purchaser), for the purpose of considering the Amalgamation Resolution and for any other proper purpose as may be set out in the Company Circular and agreed to by the Purchaser, and not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Company Meeting without the prior written consent of the Purchaser, except as required by Law or Governmental Entity or as required or permitted under Section 2.4(1)(k), Section 5.8(3) or Section 6.2(4).

(b) subject to the terms of this Agreement, use its commercially reasonable efforts to solicit proxies in favour of the approval of the Amalgamation Resolution and against any resolution submitted by any Person that is inconsistent with the Amalgamation Resolution and the completion of any of the transactions contemplated by this Agreement, including, if so requested by, and at the expense of, the Purchaser, acting reasonably, using dealer and proxy solicitation services firms and cooperating with any Persons engaged by the Purchaser to solicit proxies in favour of the approval of the Amalgamation Resolution;

(c) provide the Purchaser with copies of or access to information regarding the Company Meeting generated by any dealer or proxy solicitation services firm, as requested from time to time by the Purchaser;

(d) permit the Purchaser to, at its own expense, on behalf of the management of the Company, directly or through a proxy solicitation services firm, actively solicit proxies in favour of the Amalgamation Resolution on behalf of management of the Company in compliance with Law and disclose in the Company Circular that the Purchaser may make such solicitations;

(e) consult with the Purchaser in fixing and publishing the date of the Company Meeting and the record date for the purposes of determining the Company Shareholders entitled to receive notice of and vote at the Company Meeting, give notice to the Purchaser of the Company Meeting and allow the Purchaser's representatives and legal counsel to attend the Company Meeting;

(f) not change the record date for the Company Shareholders entitled to receive notice of and vote at the Company Meeting or in connection with any adjournment or postponement of the Company Meeting unless required by Law or approved by the Purchaser;

(g) promptly advise the Purchaser, at such times as the Purchaser may reasonably request and at least on a daily basis on each of the last 10 Business Days prior to the date of the Company Meeting, as to the aggregate tally of the proxies received by the Company in respect of the Amalgamation Resolution;

(h) promptly advise the Purchaser of any communication (written or oral) from or claims brought by (or threatened to be brought by) any Person in opposition to the Amalgamation and/or purported exercise or withdrawal of Dissent Rights by Company Shareholders. The

Company shall not settle or compromise, or agree to settle or compromise, any such claims without the prior written consent of the Purchaser;

(i) subject to Law, promptly advise the Purchaser of any material oral communications, and shall furnish promptly to the Purchaser a copy of each material notice, report, schedule or other document or communication delivered, filed or received by the Company from the Exchange, any of the Securities Authorities or any other Governmental Entity in connection with, or in any way affecting, the Company Meeting, the Amalgamation or the transactions contemplated herein;

(j) at the request of the Purchaser from time to time, provide the Purchaser with a list (in both written and electronic form) of (i) the Company Shareholders, together with their addresses and respective holdings of Company Shares, (ii) the names, addresses and holdings of all Persons having rights issued by the Company to acquire Company Shares, and (iii) participants and book-based nominee registrants such as CDS & Co., and DTC, as applicable, and non-objecting beneficial owners of Company Shares, together with their addresses and respective holdings of Company Shares. The Company shall from time to time require that its registrar and transfer agent furnish the Purchaser with such additional information, including updated or additional lists of Company Shareholders, and lists of securities positions and other assistance as the Purchaser may reasonably request in order to be able to communicate with respect to the Amalgamation with the Company Shareholders and with such other Persons as are entitled to vote on the Amalgamation Resolution; and

(k) at the request of the Purchaser, adjourn or postpone the Company Meeting to a date specified by the Purchaser that is not later than 15 Business Days after the date on which the Company Meeting was originally scheduled and in any event to a date that is not later than five Business Days prior to the Outside Date.

Section 2.5 The Company Circular

(1) The Company shall, as promptly as reasonably practicable, prepare and complete, in consultation with the Purchaser, the Company Circular together with any other documents required by Law in connection with the Company Meeting and the Amalgamation, and the Company shall promptly cause the Company Circular and such other documents to be filed and sent to each Company Shareholder and other Person as required by Law, in each case so as to permit the Company Meeting to be held by the date specified in Section 2.4(1)(a).

(2) The Company shall ensure that the Company Circular complies in all material respects with Law, does not contain any Misrepresentation (except that the Company shall not be responsible for any information included in the Company Circular relating to the Purchaser and its affiliates that was provided by the Purchaser expressly for inclusion in the Company Circular pursuant to Section 2.5(5)) and provides the Company Shareholders with sufficient information to permit them to form a reasoned judgement concerning the matters to be placed before the Company Meeting. Without limiting the generality of the foregoing, the Company Circular must include: (i) a statement that the Board has, after consulting with its outside legal and its financial advisors (if any) unanimously determined that the Amalgamation is in the best interests of the Company and recommends that the Company Shareholders vote their Company Shares in favour of the Amalgamation Resolution (the "**Board Recommendation**"), and (ii) a statement that, except to the extent prohibited by Applicable Canadian Securities Laws, each director and senior officer of the

Company intends to vote all of such individual's Company Shares in favour of the Amalgamation Resolution.

(3) Subject to applicable Law, the Company Circular shall provide that the required level of approval for the Amalgamation Resolution shall be the affirmative vote of:

(a) 66⅔% of the votes cast on the Amalgamation Resolution by Company Shareholders present in person or represented by proxy at the Company Meeting; and

(b) the extent required by MI 61-101, a majority of the votes cast on the Amalgamation Resolution by Company Shareholders present in person or represented by proxy at the Company Meeting, excluding for this purpose votes cast by or on behalf of persons described in items (a) through (d) of section 8.1(2) of MI 61-101;

(4) The Company shall give the Purchaser and its legal counsel a reasonable opportunity to review and comment on drafts of the Company Circular and other related documents, and shall give reasonable consideration to any comments made by the Purchaser and its counsel, and agrees that all information relating solely to the Purchaser included in the Company Circular must be in a form and content satisfactory to the Purchaser, acting reasonably.

(5) The Purchaser shall provide all necessary information concerning the Purchaser and the Purchaser Shares that is required by Law to be included in the Company Circular or other related documents to the Company in writing ("**Purchaser Information**") and shall ensure that such information does not contain any Misrepresentation.

(6) Each Party shall promptly notify the other Party if it becomes aware that the Company Circular contains a Misrepresentation, or otherwise requires an amendment or supplement. The Parties shall cooperate in the preparation of any such amendment or supplement as required or appropriate, and the Company shall promptly mail, file or otherwise publicly disseminate any such amendment or supplement to the Company Shareholders and, if required by Law, file the same with the Securities Authorities or any other Governmental Entity as required.

(7) The Purchaser and the Company shall use their commercially reasonable efforts to obtain any necessary consents from any of their respective auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the Company Circular and to the identification in the Company Circular of each such advisor.

Section 2.6 Subco Shareholder Approval

On or prior to the Effective Date, Subco shall obtain, by unanimous written resolution of the Subco shareholders, the approval of the Amalgamation.

Section 2.7 U.S. Securities Matters

(1) The Parties intend for the issuances and exchanges of the securities contemplated herein to be exempt from the registration requirements of the 1933 Act and applicable state securities laws pursuant to (i) Rule 506(b) of Regulation D for the issuance and exchange of securities to persons in the United States, and (ii) pursuant to Regulation S for the issuance and exchange of securities to persons outside the United States. Each Party agrees to take such further actions (including the execution and delivery of such further instruments and documents) as any other Party may reasonably request with regards to establishing the availability of and maintaining such exemptions.

(2) The securities to be issued and exchanged hereunder have not been and will not be registered under the 1933 Act or any state securities laws, and the securities issued to and exchanged with persons in the United States will be "restricted securities" as such term is defined in Rule 144(a)(3) under the 1933 Act. Certificates representing Purchaser Shares being issued, exchanged and/or delivered to persons in the United States (including those issuable upon exercise of the Replacement Options issued in the United States) shall bear on the face thereof the following legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE 1933 ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT PROVIDED BY (i) RULE 144 THEREUNDER, IF AVAILABLE, OR (ii) RULE 144A THEREUNDER, IF AVAILABLE, AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES, OR (D) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND APPLICABLE STATE SECURITIES LAWS; PROVIDED IN THE CASE OF AN OFFER, SALE, PLEDGE OR OTHER TRANSFER PURSUANT TO (C)(i) OR (D), THE HOLDER SHALL HAVE PROVIDED TO THE COMPANY AND THE TRANSFER AGENT AN OPINION OF COUNSEL TO THE EFFECT THAT THE PROPOSED TRANSFER MAY BE EFFECTED WITHOUT REGISTRATION UNDER THE 1933 ACT AND APPLICABLE STATE SECURITIES LAWS, WHICH OPINION AND COUNSEL MUST BE SATISFACTORY TO THE COMPANY AND THE TRANSFER AGENT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA OR ELSEWHERE".

(3) Notwithstanding anything to the contrary in this Agreement, no Purchaser Shares shall be issued or delivered to any person in the United States if the Purchaser determines, in its sole discretion, that doing so may result in any contravention of the U.S. securities laws and the Purchaser may instead, in the case of the Purchaser Shares, appoint an agent to sell the Purchaser Shares of such person on behalf of that person and deliver an amount of cash representing the proceeds of the sale of such Purchaser Shares, net of expenses of sale.

Section 2.8 Effective Date

(1) The Amalgamation shall be effective at the Effective Time on the date that is the earlier of: (i) the date that is two Business Days after the satisfaction or waiver (subject to applicable Laws) of the conditions set forth in Article 7 (other than the delivery of items to be delivered on the Effective Date and the satisfaction of those conditions that, by their terms, cannot be satisfied until the Effective Date); and (ii) such date as is mutually agreed to in writing by the Parties (the "**Effective Date**"), and the Parties shall execute the Closing Certificate confirming the Effective Date.

(2) The closing of the Amalgamation will take place, to the extent practicable, via electronic document exchange and otherwise at the offices of Bennett Jones LLP, Vancouver, British Columbia or at such other location as may be agreed upon by the Parties.

Section 2.9 Capital Additions

Upon the Amalgamation and the issuance of shares contemplated by Section 2.3(iv), Section 2.3(v) and Section 2.3(vi):

(a) there shall be added to the capital account maintained by the Purchaser for the Purchaser Shares, in respect of the Purchaser Shares issued to the former holders of Company Shares in accordance with Section 2.3(iv), an amount equal to the "paid-up capital" (as defined in the Tax Act) of the Company Shares (other than Company Shares held by Dissenting Shareholders) outstanding immediately prior to the Effective Time; and

(b) the stated capital account maintained by Amalco for the Amalco Shares, in respect of the Amalco Shares issued to the Purchaser in accordance with Section 2.3(v) and Section 2.3(vi), shall be increased to equal the aggregate of (i) the "paid-up capital" (as defined in the Tax Act) of the Subco Shares immediately prior to the Effective Date, and (ii) the "paid-up capital" (as defined in the Tax Act) of the Company Shares (other than Company Shares held by Dissenting Shareholders) immediately prior to the Effective Date.

Section 2.10 Initial Amalco Corporate Matters

At the Effective Time, and thereafter subject to such changes as may be properly effected under the BCBCA and the Articles of Amalgamation, as the case may be:

(1) **Name.** The name of Amalco shall be "South Atlantic Gold Inc.", or such other name as the Purchaser and the Company agree.

(2) **Registered Office.** Until changed in accordance with the BCBCA, the registered office of Amalco shall be 2500, 666 Burrard Street, Vancouver, B.C. V6C 2X8.

(3) **Directors.** Until changed in accordance with the BCBCA, the board of directors of Amalco shall consist of a minimum of one and a maximum of ten directors.

(4) **First Director.** The number of directors of Amalco shall initially be set at one. Jim Paterson shall be the first director of Amalco and shall hold office from the Effective Date until the first annual meeting of the shareholders of Amalco, or until his successor is duly elected or appointed.

(5) **Business and Powers.** There shall be no restrictions on the business that Amalco may carry on, or on the powers that Amalco may exercise, subject to the provisions of the BCBCA.

(6) **Authorized Capital.** The authorized capital of Amalco shall consist of an unlimited number of common shares (being the Amalco Shares). The Amalco Shares shall have the rights, privileges, restrictions and conditions set out in the Articles of Amalgamation.

(7) **Notice of Articles.** Upon the Articles of Amalgamation becoming effective, the notice of articles of Amalco shall be those of Subco, until repealed, amended, altered or added to in accordance with the BCBCA. A copy of such articles may be examined at the registered office of Amalco.

(8) **Fiscal Year.** The fiscal year end of Amalco shall be September 30th of each calendar year.

Section 2.11 Share Purchases

Notwithstanding any share purchase restrictions set out in this Agreement or any other agreement between the Parties including the Confidentiality Agreement, the Parties agree that the Purchaser is permitted to trade Company Shares through the facilities of the TSXV, provided that the Purchaser will not hold greater than […***…][9] % of the total issued and outstanding Company Shares at any time after the execution date of this Agreement and the public announcement of this Agreement, and further provided that disclosure of any such trade is made in accordance with applicable Securities Laws.

Section 2.12 Dissenting Shareholders

(1) Registered Company Shareholders as of the record date of the Company Meeting may exercise Dissent Rights with respect to the Company Shares held by such Company Shareholder in connection with the Amalgamation and in the manner set forth in sections 237 to 247 of the BCBCA. The Company shall give the Purchaser notice of any written notice of a dissent, withdrawal of such notice, and any other instruments served pursuant to such Dissent Rights and received by the Company and shall provide the Purchaser with copies of such notices and written objections. Company Shares which are held by a Dissenting Shareholder shall not be exchanged for Purchaser Shares pursuant to the Amalgamation. However, if a Dissenting Shareholder fails to perfect or effectively withdraws their claim under the BCBCA or forfeits their right to make a claim under the BCBCA, or if such Dissenting Shareholder's rights as a Company Shareholder are otherwise reinstated, such Company Shareholder's Company Shares shall thereupon be deemed to have been exchanged for Purchaser Shares as of the Effective Time as prescribed herein.

(2) The Purchaser, being the sole shareholder of Subco and having full notice and knowledge of the Dissent Rights and the details of the Amalgamation, hereby waives its Dissent Rights in respect of the Amalgamation.

Section 2.13 Tax Treatments

(1) The Parties acknowledge and agree that, for Canadian income tax purposes, it is their mutual intention that: (a) the Amalgamation occur on a tax-deferred basis under subsections 87(1) and 87(9) of the Tax Act; and (b) subsection 7(1.4) of the Tax Act apply to the exchange of Company Options for Replacement Options.

(2) For greater certainty, neither Company nor Purchaser shall have any responsibility or liability to any Company Shareholder or any holder of Company Options in the event that: (a) subsections 87(1) and 87(9) of the Tax Act are determined not to apply to the Amalgamation; or (b) subsection 7(1.4) is determined not to apply to the exchange of a holder's Company Options for Replacement Options.

ARTICLE 3
CERTIFICATES AND DELIVERY

Section 3.1 Right to Certificates

(1) Prior to the Effective Time, the Purchaser shall deposit, or arrange to be deposited, with the Depositary, for the benefit of the Company Shareholders (other than Dissenting Shareholders) certificates or DRS statements representing that number of Purchaser Shares

[9] Competitive Information – Commercially Sensitive Terms

to be delivered pursuant to Section 2.3(iv) hereof upon the exchange of the Company Shares, which certificates and DRS statements shall be held by the Depositary as agent and nominee for such former Company Shareholders for distribution to such persons in accordance with the terms of this Article 3.

(2) As soon as practicable following the later of the Effective Time and the date of deposit with the Depositary of a duly completed Letter of Transmittal, the certificates or DRS statements which immediately prior to the Effective Time represented the Company Shares, and such other documents and instruments as the Depositary may reasonably require, the Purchaser shall cause the Depositary:

(a) to forward or cause to be forwarded by first class mail (postage prepaid) to each Company Shareholder (other than Dissenting Shareholders) at the address specified in the Letter of Transmittal;

(b) if requested by such Company Shareholder in the Letter of Transmittal, to make available at the Depositary for pick-up by such Company Shareholder; or

(c) if the Letter of Transmittal neither specifies an address nor contains a request for pick-up, to forward or cause to be forwarded to such Company Shareholder at the address of such Company Shareholder on the share register of the Company, by first class mail (postage prepaid),

certificates or DRS statements representing that number of Consideration Shares and which such Company Shareholder has the right to receive and the certificate or DRS statement representing the Company Shares so surrendered shall be cancelled.

(3) After the Effective Time, each certificate formerly representing Company Options will be deemed to represent options to acquire Purchaser Shares as provided in Article 2, provided that upon any transfer of such certificate formerly representing Company Options after the Effective Time, the Purchaser shall issue a new certificate representing the relevant Replacement Options of the Purchaser and such certificate formerly representing Company Options shall be deemed to be cancelled.

(4) After the Effective Time, until surrendered as contemplated by this Section 3.1, each certificate and DRS statement which immediately prior to the Effective Time represented Company Shares that were exchanged pursuant to Article 2 shall be deemed at all times after the Effective Time to represent only the right to receive upon such surrender, subject to Section 3.3, the entitlements described in this Article 3.

Section 3.2 Withholding and Sale Rights

The Purchaser and the Depositary, as the case may be, will be entitled to deduct and withhold from any consideration payable to any person hereunder all amounts that the Purchaser or the Depositary, as the case may be, is required to deduct and withhold with respect to that payment under the Tax Act, the United States Internal Revenue Code of 1986, in each case as amended, or any applicable provision of federal, provincial, territorial, state, local or foreign tax law, and to remit such withheld amounts to the relevant taxation authorities. To the extent that amounts are so withheld, those withheld amounts will be treated for all purposes as having been paid to such person in respect of which that deduction and withholding was made, provided that those withheld amounts are actually remitted to the appropriate taxation authority. Either of the Purchaser and the Depositary is hereby authorized to sell or otherwise dispose of, at such times

and at such prices as it determines, in its sole discretion, such portion of the Purchaser Shares otherwise issuable or payable to such holder as is necessary to provide sufficient funds to the Purchaser or the Depositary, as the case may be, to enable it to comply with such deduction or withholding requirement, and shall notify the holder thereof and remit to such holder any unapplied balance of the net proceeds of such sale or disposition (after deducting applicable sale commissions and any other reasonable expenses relating thereto) in lieu of the Purchaser Shares or other consideration so sold or disposed of. To the extent that Purchaser Shares or other consideration are so sold or disposed of, such withheld amounts or shares or other consideration so sold or disposed of, shall be treated for all purposes as having been paid to the holder of the shares in respect of which such deduction, withholding, sale or disposition was made, provided that such withheld amounts, or the net proceeds of such sale or disposition, as the case may be, are actually remitted to the appropriate taxing authority. Neither of the Purchaser nor the Depositary, as the case may be, shall be obligated to seek or obtain a minimum price for any of the Purchaser Shares or other consideration sold or disposed of by it hereunder, nor shall any of them be liable for any loss arising out of any such sale or disposition.

Section 3.3 No Fractional Shares

No certificates representing fractional Purchaser Shares shall be issued upon the surrender for exchange pursuant to Section 3.1 of certificates representing Company Shares. The aggregate number of Purchaser Shares to be received by a Company Shareholder will be rounded down to the nearest whole Purchaser Share.

Section 3.4 Distributions with Respect to Unsurrendered Certificates

No dividends or other distributions declared or made effective after the Effective Time with respect to Purchaser Shares with a record date after the Effective Time shall be paid to the holder of any unsurrendered certificate which immediately prior to the Effective Time represented outstanding Company Shares that were exchanged pursuant to Section 2.3 unless and until the holder of such certificate shall surrender such certificate in accordance with Section 3.1. Subject to applicable Law, at the time of such surrender of any such certificate (or, in the case of clause (ii) below, at the appropriate payment date), there shall be paid to the holder of record of those certificates formerly representing Company Shares, without interest: (i) the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to the Purchaser Shares, to which such registered holder is entitled; and (ii) on the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to surrender and a payment date subsequent to surrender, payable with respect to the Purchaser Shares, to which such holder is entitled.

Section 3.5 Extinguishment of Rights

Notwithstanding any of the other provisions hereof, any certificate which immediately prior to the Effective Time represented outstanding Company Shares that were exchanged pursuant to Section 2.3, if it has not been surrendered with all other instruments required by this Section 3.5 on or prior to the sixth anniversary of the Effective Date, shall cease to represent a claim or interest of any kind or nature against any party. In such circumstances, the Purchaser Shares to which such former registered holder of the Company Shares was ultimately entitled to receive hereunder shall be deemed to have been surrendered to the Purchaser, together with all entitlement to dividends, distributions and cash thereon held for such former Company Shareholder, for no consideration.

Section 3.6 Adjustment to the Exchange Ratio

The Exchange Ratio shall be adjusted to reflect fully the effect of any stock split, reverse split, stock dividend (including any dividend or distribution of securities convertible into Purchaser Shares, other than stock dividends paid in lieu of ordinary dividends), consolidation, reorganization, recapitalization or any other like change with respect to the Purchaser Shares or the Company Shares occurring after the date of this Agreement and prior to the Effective Time.

Section 3.7 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Company Shares that were to be exchanged pursuant to Section 2.3 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 Depositary will issue in exchange for such lost, stolen or destroyed certificate, any certificates pursuant to this Section 3.7 deliverable in accordance with such holder's Letter of Transmittal. When authorizing such issuance in exchange for any lost, stolen or destroyed certificate, the holder to whom certificates are to be delivered and issued shall, as a condition precedent to the delivery and issuance thereof, give a bond satisfactory to the Purchaser, or its respective successor entities, and their respective transfer agents in such sum as the Purchaser, or its respective successor entities, may direct, or otherwise indemnify the Purchaser and its respective successor entities, in a manner satisfactory to the Purchaser and its respective successor entities, against any claim that may be made against the Purchaser, or its respective successor entities, with respect to the certificate alleged to have been lost, stolen or destroyed.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of the Company

(1) The Company represents and warrants to the Purchaser as set forth in Schedule C and acknowledges and agrees that the Purchaser is relying upon such representations and warranties in connection with the entering into of this Agreement.

(2) The representations and warranties of the Company contained in this Agreement shall not survive the completion of the Amalgamation and shall expire and be terminated at the Effective Time.

Section 4.2 Representations and Warranties of the Purchaser

(1) The Purchaser represents and warrants to the Company as set forth in Schedule D and acknowledges and agrees that the Company is relying upon such representations and warranties in connection with the entering into of this Agreement.

(2) The representations and warranties of the Purchaser contained in this Agreement shall not survive the completion of the Amalgamation and shall expire and be terminated at the Effective Time.

ARTICLE 5
COVENANTS

Section 5.1 Conduct of Business of the Company.

(1) The Company covenants and agrees that, subject to applicable Law, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is

terminated in accordance with its terms, except with the prior written consent of the Purchaser or as required or permitted by this Agreement, the Company shall, and shall cause each of its Subsidiaries to, conduct its business in the Ordinary Course and in accordance with applicable Law.

(2) Without limiting the generality of Section 5.1(1), subject to applicable Law, the Company covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except with the prior written consent of the Purchaser or as required or permitted by this Agreement, the Company shall use its reasonable commercial efforts to maintain and preserve intact the current business organization, assets and properties of the Company and its Subsidiaries, keep available the services of the present employees and agents of the Company and its Subsidiaries and maintain good relations with, and the goodwill of, landlords, creditors and all other Persons having business relationships with the Company and its Subsidiaries and, except with the prior written consent of the Purchaser or as contemplated herein, the Company shall not, and shall not permit any of its Subsidiaries to, directly or indirectly:

(a) amend its articles or, in the case of any Subsidiary which is not a corporation, its similar organizational documents;

(b) split, combine or reclassify any shares of the Company or of any Subsidiary;

(c) redeem, repurchase, or otherwise acquire or offer to redeem, repurchase or otherwise acquire any shares of the Company or any of its Subsidiaries;

(d) issue, grant, deliver, sell, pledge or otherwise encumber, or authorize the issuance, grant, delivery, sale, pledge or other encumbrance of any shares, securities, options, warrants or similar rights exercisable or exchangeable for or convertible into shares of the Company or any of its Subsidiaries other that pursuant to the exercise of outstanding Company Options, or as required by Law or existing agreement;

(e) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, in one transaction or in a series of related transactions, assets, securities, properties, interests or businesses;

(f) reorganize, amalgamate or merge the Company or any Subsidiary;

(g) reduce the capital of the shares of the Company or any of its Subsidiaries;

(h) declare, set aside or pay any dividend or other distribution or payment (whether in cash, securities or property or any combination thereof) in respect of any of Company Shares or the securities of any of its Subsidiaries, other than any dividends payable by a Subsidiary to the Company or any wholly-owned Subsidiary of the Company;

(i) sell, pledge, lease, dispose of, surrender, lose the right to use, mortgage, license, encumber or otherwise dispose of or transfer any assets of the Company or its Subsidiaries or any interest in any assets of the Company or its Subsidiaries having a value greater than $[…***…][10] in the aggregate, other than in the Ordinary Course;

[10] Competitive Information – Commercially Sensitive Terms

(j) make any capital expenditure or commitment to do so which individually or in the aggregate exceeds $[…***…][11];

(k) take any action or knowingly permit any inaction or enter into any transaction that would have the effect of preventing the Purchaser from obtaining a tax cost "bump" pursuant to paragraphs 88(1)(c) and (d) of the Tax Act in respect of the non-depreciable capital property owned by the Company or a Subsidiary of the Company for the purposes of the Tax Act upon an amalgamation with the Company or such Subsidiary or a winding up of the Company or such Subsidiary into the Purchaser (or successor by amalgamation);

(l) make any material Tax election, information schedule, return or designation, except as required by Law or in a manner consistent with past practice, settle or compromise any material Tax claim, assessment, reassessment or liability, file any amended Tax Return, enter into any material agreement with a Governmental Entity with respect to Taxes, surrender any right to claim a material Tax abatement, reduction, deduction, exemption, credit or refund, consent to the extension or waiver of the limitation period applicable to any material Tax matter or materially amend or change any of its methods or reporting income, deductions or accounting for income Tax purposes except as may be required by Law;

(m) make any loan or advance to, or any capital contribution or investment in, or assume, guarantee or otherwise become liable with respect to the liabilities or obligations of, any Person;

(n) prepay any long-term indebtedness before its scheduled maturity or increase, create, incur, assume or otherwise become liable, in one transaction or in a series of related transactions, with respect to any indebtedness for borrowed money or guarantees thereof in an amount, on a per transaction or series of related transactions basis, in excess of $[…***…][12] other than indebtedness prepaid or entered into in the Ordinary Course;

(o) enter into any interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts or similar financial instruments;

(p) make any bonus or profit sharing distribution or similar payment of any kind, except to the extent that any such bonus, distribution, or payment has been disclosed to the Purchaser prior to the date of this Agreement;

(q) make any change in the Company's methods of accounting, except as required by concurrent changes in GAAP;

(r) grant any increase in the rate of wages, salaries, bonuses, "change of control" or termination payments or other remuneration of any employees or contractors, except to the extent that any such increase, payment or other remuneration has been disclosed to the Purchaser prior to the date of this Agreement;

(s) except as required by Law: (i) adopt, enter into or amend any Employee Plan (other than entering into an employment agreement in the Ordinary Course with a new employee who was not employed by the Company or a Subsidiary on the date of this Agreement); (ii) pay

[11] Competitive Information – Commercially Sensitive Terms

[12] Competitive Information – Commercially Sensitive Terms

any benefit to any director or officer of the Company or any of its Subsidiaries or to any Company Employee that is not required under the terms of any Employee Plan in effect on the date of this Agreement; (iii) grant, accelerate, increase or otherwise amend any payment, award or other benefit payable to, or for the benefit of, any director or officer of the Company or any of its Subsidiaries or to any Company Employee; (iv) make any material determination under any Employee Plan that is not in the Ordinary Course; or (v) take or propose any action to effect any of the foregoing;

(t) cancel, waive, release, assign, settle or compromise any material claims or rights;

(u) commence, waive, release, assign, settle or compromise any litigation, proceedings or governmental investigations in excess of an amount of $[…***…][13] individually or $[…***…][14] in the aggregate or which would reasonably be expected to impede, prevent or delay the consummation of the transactions contemplated by this Agreement;

(v) amend or modify or terminate or waive or assign any right under any Company Material Contract or enter into any contract or agreement that would be a Company Material Contract if in effect on the date hereof;

(w) enter into, amend or modify any union recognition agreement, Collective Agreement or similar agreement with any trade union or representative body;

(x) except as contemplated in Section 5.9, amend, modify, terminate, cancel or let lapse any material insurance (or re-insurance) policy of the Company or any Subsidiary in effect on the date of this Agreement, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the terminated, cancelled or lapsed policies for substantially similar premiums are in full force and effect;

(y) in respect of any Company Assets, waive, release, surrender, let lapse, grant or transfer any material right or value or amend, modify or change, or agree to modify or change, in any material respect any existing material Authorization, right to use, lease, contract, production sharing agreement, or other material document;

(z) abandon or fail to diligently pursue any application for any material Authorizations, licenses, leases, or registrations or take any action, or fail to take any action, that could lead to the termination of any material Authorizations, licenses, leases or registrations;

(aa) enter into or amend any Contract with any broker, finder or investment banker; or

(bb) authorize, agree, resolve or otherwise commit, whether or not in writing, to do any of the foregoing.

Section 5.2 Covenants of the Company Relating to the Amalgamation

(1) The Company shall perform, and shall cause its Subsidiaries to perform, all obligations required or desirable to be performed by the Company or any of its Subsidiaries under this Agreement,

[13] Competitive Information – Commercially Sensitive Terms

[14] Competitive Information – Commercially Sensitive Terms

cooperate with the Purchaser in connection therewith, and do all such other commercially reasonable acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing, the Company shall and, where appropriate, shall cause each of its Subsidiaries to:

(a) use its commercially reasonable efforts to satisfy all conditions precedent in this Agreement;

(b) use its commercially reasonable efforts to obtain and maintain all third party or other consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations that are (A) necessary or advisable to be obtained under the Company Material Contracts in connection with the Amalgamation or (B) required in order to maintain the Company Material Contracts in full force and effect following completion of the Amalgamation (including the Key Consents), in each case, on terms that are reasonably satisfactory to the Purchaser, and without paying, and without committing itself or the Purchaser to pay, any consideration or incur any liability or obligation without the prior written consent of the Purchaser;

(c) use its commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities from the Company and its Subsidiaries relating to the Amalgamation;

(d) use its commercially reasonable efforts to, upon reasonable consultation with the Purchaser, oppose, lift or rescind any injunction, restraining or other order, decree, judgment or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Amalgamation and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Amalgamation or this Agreement;

(e) not take any action, or refrain from taking any commercially reasonable action, or permit any action to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the Amalgamation or the transactions contemplated by this Agreement;

(f) effect the vesting and settlement (as applicable) of the Company RSUs, Company DSUs and Company Options as contemplated in Section 2.3(ii), Section 2.3(iii) and Section 2.3(vii);

(g) obtain resignations (in a form satisfactory to the Purchaser, acting reasonably) from each holder of Company DSUs from the Company Board and the board of directors of any affiliate of the Company, effective immediately prior to the vesting and settlement of the Company DSUs contemplated in Section 2.3(iii); and

(h) if requested by the Purchaser, assist in obtaining the resignations and releases (in a form satisfactory to the Purchaser, acting reasonably) of each member of the Board and each member of the board of directors of the Company's Subsidiaries, and causing them to be replaced by Persons nominated by the Purchaser effective as of the Effective Time.

(2) The Company shall promptly notify the Purchaser in writing of:

(a) any Material Adverse Effect on the Company or any change, effect, event, development, occurrence, circumstance or state of facts which would reasonably be expected to have a Material Adverse Effect on the Company;

(b) any event occurring prior to the Effective Time that, to the knowledge of Company, would render any representation or warranty of the Company untrue in any material respect if made on and as of the Effective Date;

(c) any breach by the Company of its material obligations under this Agreement;

(d) any notice or other communication from any Governmental Entity in connection with the Agreement (and contemporaneously provide a copy of any such written notice or communication to the Purchaser); or

(e) any filing, actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting the Company, its Subsidiaries or the Company Assets.

(3) The Company will, in all material respects, subject to applicable law, conduct itself so as to keep the Purchaser fully informed as to the material decisions required to be made or actions required to be taken with respect to the operation of its business.

Section 5.3 Conduct of Business of the Purchaser

(1) The Purchaser covenants and agrees that, subject to applicable Law or as disclosed in the Purchaser Disclosure Letter, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except with the prior written consent of the Company or as required or permitted by this Agreement, the Purchaser shall, and shall cause each of its Subsidiaries to, conduct its business in the Ordinary Course and in accordance with applicable Law.

(2) Without limiting the generality of Section 5.3(1), subject to applicable Law, the Purchaser covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except with the prior written consent of the Company, or as required or permitted by this Agreement, the Purchaser shall use its reasonable commercial efforts to maintain and preserve intact the current business organization, assets and properties of the Purchaser and its Subsidiaries, keep available the services of the present employees and agents of the Purchaser and its Subsidiaries and maintain good relations with, and the goodwill of, landlords, creditors and all other Persons having business relationships with the Purchaser and its Subsidiaries and, except with the prior written consent of the Company or as contemplated herein or in the Purchaser Disclosure Letter, the Purchaser shall not, and shall not permit any of its Subsidiaries to, directly or indirectly:

(a) split, combine or reclassify any shares of the Purchaser or of any Subsidiary;

(b) issue, grant, deliver or sell, or authorize the issuance, grant, delivery or sale of any Purchaser Shares, securities, options, warrants or similar rights exercisable or

exchangeable for or convertible into Purchaser Shares other than (i) […***…][15], (ii) pursuant to the exercise of outstanding Purchaser Options, warrants to purchase Purchaser Shares, or Purchaser Options granted after the date hereof in the ordinary course of business consistent with past practice under the Purchaser Stock Option Plan, (iii) pursuant to transactions in the ordinary course of business consistent with past practice between two or more Purchaser Subsidiaries or between the Purchaser and one or more Purchaser Subsidiary, or (iv) as required under applicable Law or any existing agreement;

(c) reorganize, amalgamate or merge the Purchaser or any Subsidiary; or

(d) authorized, agree, resolve or otherwise commit, whether or not in writing, to do any of the foregoing.

Section 5.4 Covenants of the Purchaser Relating to the Amalgamation

(1) The Purchaser shall perform all obligations required or desirable to be performed by it under this Agreement, cooperate with the Company in connection therewith, and do all such other commercially reasonable acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing, the Purchaser shall:

(a) use its commercially reasonable efforts to satisfy all conditions precedent in this Agreement;

(b) use its commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities from it relating to the Amalgamation;

(c) following reasonable consultation with the Company, use its commercially reasonable efforts to oppose, lift or rescind any injunction, restraining or other order, decree, judgment or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Amalgamation and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Amalgamation or this Agreement;

(d) not take any action, or refrain from taking any commercially reasonable action, or permit any action to be taken or not taken, which is inconsistent with this Agreement or the Amalgamation or which would reasonably be expected to prevent, delay or otherwise impede the consummation of the Amalgamation or the transactions contemplated by this Agreement, provided that nothing in this Agreement prevents the Purchaser and all of its affiliates from conducting business in the ordinary course or as contemplated in the Purchaser Disclosure Letter;

(e) at or prior to the Effective Time, allot and reserve for issuance a sufficient number of Purchaser Shares to meet the obligations of the Purchaser under the Amalgamation (including upon the exercise of the Replacement Options) set forth in Section 2.3;

[15] Competitive Information – Commercially Sensitive Terms

(f) at or prior to the Effective Time, create and grant a sufficient number of Replacement Options to meet the obligations of the Purchaser set forth in Section 2.3(vii);

(g) take all necessary actions to have the Purchaser Shares issued in connection with the Amalgamation and listed and posted for trading on the Exchange.

(2) The Purchaser shall promptly notify the Company in writing of:

(a) any Material Adverse Effect on the Purchaser or any change, effect, event, development, occurrence, circumstance or state of facts which would reasonably be expected to have a Material Adverse Effect on the Purchaser;

(b) any event occurring prior to the Effective Time that, to the knowledge of the Purchaser, would render any representation or warranty of the Purchaser untrue in any material respect if made on and as of the Effective Date;

(c) any breach by the Purchaser of its material obligations under this Agreement;

(d) any notice or other communication from any Governmental Entity in connection with the Agreement (and contemporaneously provide a copy of any such written notice or communication to the Company); and

(e) any filing, actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting the Purchaser, its Subsidiaries or their material assets.

Section 5.5 Authorizations

(1) As soon as reasonably practicable after the date hereof until the Effective Time, each of the Company and the Purchaser will cooperate with each other and use (and will cause their respective affiliates to use) commercially reasonable efforts to (i) promptly make all filings with, give all notices to, and obtain all Authorizations from, Governmental Entities that are required for the lawful completion of the transactions contemplated by this Agreement and the Amalgamation, and (ii) take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary, proper or advisable, to obtain as promptly as practicable all such Authorizations from Governmental Entities.

(2) The Parties shall cooperate with one another in connection with obtaining any Authorizations including providing or submitting on a timely basis, and as promptly as practicable, all documentation and information that is required, or in the opinion of the Purchaser, acting reasonably, advisable, and shall cooperate in the preparation and submission of all applications, notices, filings, and submissions to Governmental Entities.

(3) Subject to Section 5.5(4), each Party will:

(a) promptly inform the other Party of any material communication received by that Party in respect of obtaining or concluding any Authorizations;

(b) use commercially reasonable efforts to respond promptly to any request or notice from any Governmental Entity requiring the Parties, or any one of them, to supply additional

information that is relevant to the review of the transactions contemplated by this Agreement in respect of obtaining or concluding any Authorizations;

(c) permit the other Party to review in advance any proposed applications, notices, filings and submissions to Governmental Entities (including responses to requests for information and inquiries from any Governmental Entity) in respect of obtaining or concluding any Authorizations, and will provide the other Parties a reasonable opportunity to comment thereon and consider those comments in good faith;

(d) promptly provide the other Party with any filed copies of applications, notices, filings and submissions, (including responses to requests for information and inquiries from any Governmental Entity) that were submitted to a Governmental Entity in respect of obtaining or concluding any Authorizations;

(e) not participate in any substantive meeting or discussion (whether in person, by telephone or otherwise) with Governmental Entities in respect of obtaining or concluding the Authorizations unless it consults with the other Party in advance and gives the other Party or its legal counsel the opportunity to attend and participate thereat, unless a Governmental Entity requests otherwise; and

(f) keep the other Party promptly informed of the status of discussions relating to obtaining or concluding any Authorizations.

(4) Notwithstanding any other requirement in this Section 5.5 where a Party (a "**Disclosing Party**") is required under this Section 5.5 to provide information to another Party (a "**Receiving Party**") that the Disclosing Party reasonably determines in respect thereof that disclosure should be restricted, the Disclosing Party may restrict the provision of such information only to external legal counsel of the Receiving Party, provided that the Disclosing Party also provides the Receiving Party a redacted version of such information which does not contain any such restricted information.

Section 5.6 Access to Information; Confidentiality

(1) From the date hereof until the earlier of the Effective time and the termination of this Agreement, subject to applicable law, each of the Parties shall, and shall cause its Subsidiaries to, give the other Party and its officers, employees, agents, advisors, representatives, lenders and potential lenders: (a) upon reasonable notice, access during normal business hours to its and its Subsidiaries' (i) premises, (ii) property and assets (including all books and records, whether retained internally or otherwise), (iii) Contracts, and (iv) officers, employees, independent auditors, advisors, representatives and agents; and (b) such financial and operating data or other information with respect to its assets or business as the other Party from time to time reasonably requests.

(2) Investigations made by or on behalf of a Party, whether under this Section 5.6 or otherwise, will not waive, diminish the scope of, or otherwise affect any representation or warranty made by such other Party in this Agreement.

(3) The Parties acknowledge that the Confidentiality Agreement continues to apply and that any information provided under this Section 5.6 that is non-public and/or proprietary in nature shall be subject to the terms of the Confidentiality Agreement. If this Agreement is terminated in accordance with its terms, the obligations under the Confidentiality Agreement shall survive the termination of this Agreement.

Section 5.7 Public Communications

The Parties shall cooperate in the preparation of presentations, if any, to the Company Shareholders regarding the Amalgamation. A Party must not issue any press release or make any other public statement or disclosure with respect to this Agreement or the Amalgamation without the consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), and a Party must not make any filing with any Governmental Entity with respect to this Agreement or the Amalgamation without the consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed); provided that any Party that, in the opinion of its outside legal counsel, is required to make disclosure by Law may do so and shall use its best efforts to give the other Parties prior oral or written notice and a reasonable opportunity to review or comment on the disclosure or filing (other than with respect to confidential information contained in such disclosure or filing). The Party making such disclosure shall give reasonable consideration to any comments made by the other Parties or their counsel, and if such prior notice is not possible, shall give such notice immediately following the making of such disclosure or filing.

Section 5.8 Notice and Cure Provisions

(1) Each Party shall promptly notify the other Party of the occurrence, or failure to occur, of any event or state of facts which occurrence or failure would, or would be reasonably likely to:

(a) cause any of the representations or warranties of such Party contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date of this Agreement to the Effective Time; or

(b) result in the failure, in any material respect, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party under this Agreement; or

(c) result in the failure to satisfy any of the conditions precedent in favour of such Party contained in Section 7.1, Section 7.2, or Section 7.3, as the case may be.

(2) Notification provided under this Section 5.8 will not affect the representations, warranties, covenants, agreements or obligations of the Parties (or remedies with respect thereto) or the conditions to the obligations of the Parties under this Agreement.

(3) The Purchaser may not elect to exercise its right to terminate this Agreement pursuant to Section 8.2(1)(d)(i) and the Company may not elect to exercise its right to terminate this Agreement pursuant to Section 8.2(1)(c)(i), unless the Party seeking to terminate the Agreement (the "**Terminating Party**") has delivered a written notice ("**Termination Notice**") to the other Party (the "**Breaching Party**") specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Terminating Party asserts as the basis for termination. After delivering a Termination Notice, provided the Breaching Party is proceeding diligently to cure such matter and such matter is reasonably capable of being cured prior to the Outside Date, the Terminating Party may not exercise such termination right until the earlier of (a) the Outside Date, and (b) the date that is 10 Business Days following receipt of such Termination Notice by Breaching Party, if such matter has not been cured by such date. If the Terminating Party delivers a Termination Notice within the 10 Business Days immediately prior to the date of the Company Meeting, unless the Purchaser agrees otherwise, the Company shall, unless prohibited by Law, postpone or adjourn the Company Meeting to the earlier of (a) five Business Days prior to the Outside Date and (b) the date that is 10 Business Days following receipt of such Termination Notice by the Breaching Party.

Section 5.9 Insurance and Indemnification

(1) Prior to the Effective Date the Company shall, and shall cause its Subsidiaries to, obtain at the Company's expense, customary "tail" or "run off" directors' and officers' liability insurance providing protection no less favourable to the protection provided by the policies maintained by the Company and its Subsidiaries which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date for a period of six years from the Effective Date and the Purchaser shall cause the Company and the Company Subsidiaries to maintain such policies in effect without any reduction in scope or coverage for six years following the Effective Date.

(2) Amalco shall directly honour all rights to indemnification or exculpation now existing in favour of all present and former officers and directors (together with their respective heirs, executors or administrators) of the Company and its Subsidiaries and the Purchaser and the Company acknowledge and agree that all such rights shall survive the completion of the Amalgamation and shall continue in full force and effect in accordance with their terms without modification.

(3) This Section 5.9 shall survive the consummation of the Amalgamation and is intended to be for the benefit of, and shall be enforceable by, each insured or indemnified person and their respective heirs, executors, administrators and personal representatives and shall be binding on the Purchaser, the Company and their respective successors and assigns, and, the Company hereby confirms that it is acting as agent and trustee on behalf of the persons described above.

Section 5.10 Pre-Acquisition Reorganization

(1) The Company shall use its commercially reasonable efforts to effect such reorganization of its business, operations, subsidiaries and assets or such other transactions (each, a "**Pre-Acquisition Reorganization**") as the Purchaser may reasonably request prior to the Effective Date, and this Agreement, if required, shall be modified accordingly; provided, however, that the Company need not effect a Pre-Acquisition Reorganization if (i) it receives written notice from the Purchaser of any proposed Pre-Acquisition Reorganization less than 10 Business Days prior to the Effective Date setting out the steps to be taken pursuant to the Pre-Acquisition Reorganization in reasonable detail, or (ii) in the opinion of the Company such Pre-Acquisition Reorganization: (A) would require the Company to obtain the prior approval of the Company Securityholders in respect of such Pre-Acquisition Reorganization; (B) would materially impede, delay or prevent the consummation of the Amalgamation (including giving rise to litigation by third parties); (C) could be prejudicial to the Company or Company Securityholders in any respect, or (D) cannot be readily unwound in the event the Amalgamation is not consummated.

(2) Without limiting the foregoing and other than as set forth in Section 5.10(1) above, the Company shall use its commercially reasonable efforts to obtain all necessary consents, approvals or waivers from any Persons to effect each Pre-Acquisition Reorganization, and the Company shall cooperate with the Purchaser in structuring, planning and implementing any such Pre-Acquisition Reorganization. In addition:

(a) the Purchaser agrees that it will be responsible for all costs and expenses associated with any Pre-Acquisition Reorganization to be carried out at its request and shall indemnify and save harmless the Company, its Subsidiaries and their respective Representatives from and against any and all liabilities, losses, damages, claims, costs, reasonable expenses (including actual out-of-pocket costs and expenses for filing fees and external counsel), interest awards, judgments and penalties suffered or incurred by any of them in connection

with or as a result of any Pre-Acquisition Reorganization that was effected at the Purchaser's request prior to termination of this Agreement or as a result of the reversal (where such reversal is determined by such Party to be necessary, acting reasonably) of all or any part of the Pre-Acquisition Reorganization steps that was effected at the Purchaser's request prior to termination of this Agreement, in the event the Amalgamation does not proceed;

(b) any Pre-Acquisition Reorganization shall not unreasonably interfere with the Company's material operations prior to the Effective Time;

(c) any Pre-Acquisition Reorganization shall not require the Company to contravene any applicable Laws, its organizational documents or any Company Material Contract;

(d) the Company shall not be obligated to take any action that could result in any Taxes being imposed on, or any adverse Tax or other consequences to the Company, its Subsidiaries or any Company Shareholder incrementally greater than the Taxes or other consequences to such party in connection with the consummation of the Amalgamation in the absence of any Pre-Acquisition Reorganization; and

(e) such cooperation does not require the directors, officers or employees of the Company to take any action in any capacity other than as a director, officer or employee, as applicable.

(3) The Purchaser acknowledges and agrees that any action or omission by the Company, including the planning for and implementation of any Pre-Acquisition Reorganization, shall be deemed not to be a breach of any covenant under this Agreement and shall not be considered in determining whether a representation or warranty of the Company hereunder has been breached or is otherwise untrue or incorrect. The Purchaser and the Company shall work cooperatively and use commercially reasonable efforts to prepare prior to the Effective Time all documentation necessary and do such other acts and things as are necessary to give effect to such Pre-Acquisition Reorganization. For greater certainty, the Company shall not be liable for any Taxes or other costs as a result of, or the failure of the Purchaser to benefit from any anticipated Tax efficiency as a result of, a Pre-Acquisition Reorganization

ARTICLE 6
NON-SOLICITATION, RIGHT TO MATCH AND TERMINATION FEE

Section 6.1 Non-Solicitation

(1) Except as expressly provided in this Article 6, the Company agrees that it shall not, directly or indirectly, through any Representative, or otherwise, and shall not permit any such Representative to:

(a) solicit, assist, initiate, encourage or otherwise facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any information, permitting any visit to any facilities or properties of the Company or any Company Subsidiary, including any material mineral properties, or entering into any form of written or oral agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal or potential Acquisition Proposal;

(b) enter into or otherwise engage or participate in any discussions or negotiations with any person (other than the Purchaser and its affiliates) regarding any inquiry, proposal or offer

that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal or potential Acquisition Proposal;

(c) make a Change in Recommendation; or

(d) accept, approve, endorse or recommend, or propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal for a period of no more than five (5) Business Days following the formal announcement of such Acquisition Proposal shall not be considered to be in violation of this Section 6.1 provided the Board has rejected such Acquisition Proposal and affirmed its recommendation in favour of the Amalgamation before the end of such five (5) Business Day period).

(2) The Company shall, and shall cause its Subsidiaries and its Representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any person with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal or potential Acquisition Proposal, and in connection therewith shall:

(a) discontinue access to and disclosure of all information, including any data room and any non-public or confidential information, properties, facilities, books and records of the Company or any Company Subsidiary;

(b) if requested in writing by the Purchaser, request and exercise all rights it has to require: (A) the return or destruction of copies of any information regarding the Company or any Company Subsidiary provided to any person other than the Purchaser, and (B) the destruction of all material including or incorporating or otherwise reflecting such information regarding the Company or any Company Subsidiary, using all necessary efforts to ensure that such requests are fully complied with in accordance with the terms of such rights or entitlements.

(3) The Company represents and warrants that it has not waived any confidentiality, standstill or similar agreement or restriction to which it or any of its Subsidiaries is a party, except to permit submissions of expressions of interest prior to the date of this Agreement, and further covenants and agrees: (i) that the Company shall take all necessary action to enforce each confidentiality, standstill or similar agreement or restriction to which the Company or any of its Subsidiaries is a party, and (ii) that neither the Company nor any of the Company Subsidiaries or any of their respective Representatives have or will, without the prior written consent of the Purchaser (which may be withheld, conditioned or delayed in the Purchaser's sole and absolute discretion), release any person from, or waive, amend, suspend or otherwise modify such person's obligations respecting the Company or any of its Subsidiaries under any confidentiality, standstill or similar agreement or restriction to which the Company or any of its Subsidiaries is a party.

(4) Notwithstanding Section 6.2(1)(a) hereof and any other provision of this Agreement, if at any time following the date of this Agreement and prior to obtaining the approval of the Amalgamation Resolution by the Company Shareholders at the Company Meeting, the Company or any of its Subsidiaries receives a request for material non-public information, or to enter into discussions, from a Person that proposes an unsolicited bona fide written Acquisition Proposal that did not result from a breach of this Article 6 and the Board determines in good faith that such Acquisition

Proposal constitutes or would reasonably be expected to constitute a Superior Proposal, then the Company may: (i) provide the Person making such Acquisition Proposal with access to material non-public information regarding the Company and its Subsidiaries; and/or (ii) enter into, participate, facilitate and maintain discussions or negotiations with, and otherwise cooperate with or assist, the Person making such Acquisition Proposal, provided that the Company shall not, and shall not allow any of its Subsidiaries or Representatives to disclosure any non-public information without having (A) entered into a confidentiality and standstill agreement on substantially the same terms as the Confidentiality Agreement, including a standstill provision at least as stringent as contained in the Confidentiality Agreement, provided, however that such confidentiality and standstill agreement shall not preclude such Person from making a Superior Proposal; and (B) provided to the Purchaser a list of and access to the information made or to be made available to such Person. Any such confidentiality and standstill agreement may not include any provision calling for an exclusive right to negotiate with the Company and may not restrict the Company or any of its Subsidiaries from complying with Article 6.

(5) If the Company or any of its Subsidiaries or Representatives receives an Acquisition Proposal, the Company shall promptly notify the Purchaser, at first orally, and then as soon as practicable and in any event within 24 hours in writing, of such Acquisition Proposal, including a description of its material terms and conditions, the identity of all Persons making the Acquisition Proposal and shall provide the Purchaser with copies of all written documents, material or substantive correspondence or other material received in respect of, from or on behalf of any such Person. The Company shall keep the Purchaser fully informed on a current basis of the status of developments and negotiations with respect to any Acquisition Proposal including any changes, modifications or other amendments to any such Acquisition Proposal and shall provide to the Purchaser copies of all material or substantive correspondence if in writing or electronic form, and if not in writing or electronic form, a description of the material terms of such correspondence communicated to the Company by or on behalf of any Person making any such Acquisition Proposal.

(6) The Company shall ensure that its Subsidiaries and Representatives are aware of the provisions of this Section 6.1 and it shall be responsible for any breach of such provisions by any of such persons.

Section 6.2 Superior Proposals and Right to Match

(1) If the Company receives an Acquisition Proposal that constitutes a Superior Proposal prior to the approval of the Amalgamation Resolution by the Company Shareholders, the Company may, subject to compliance with Article 8, enter into a definitive agreement with respect to such Superior Proposal, if and only if:

(a) the person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing standstill or similar restriction;

(b) the Company has been, and continues to be, in compliance with its obligations under this Section 6.2;

(c) the Company has delivered to the Purchaser a written notice setting out the Board's determination that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Board to enter into such definitive agreement with respect to such Superior Proposal, together with a written notice from the Board regarding the value and financial terms that the Board has determined should be ascribed to any non-cash consideration offered under such Superior Proposal (the "**Superior Proposal Notice**");

(d) the Company has provided the Purchaser a copy of the proposed definitive agreement for the Superior Proposal and all supporting materials, including any financing documents supplied to the Company in connection therewith;

(e) at least five (5) Business Days (the "**Matching Period**") have elapsed from the date that is the later of: (A) the date on which the Purchaser received the Superior Proposal Notice; and (B) the date on which Purchaser received a copy of such Superior Proposal from the Company;

(f) if the Purchaser has offered to amend this Agreement and the Amalgamation under Section 6.2(2), the Board has determined in good faith that such Acquisition Proposal continues to constitute a Superior Proposal compared to the terms of the Amalgamation as proposed to be amended by the Purchaser under Section 6.2(2); and

(g) prior to or concurrently with entering into such definitive agreement the Company terminates this Agreement pursuant to Section 8.2(1)(c)(ii) and pays the Termination Fee in accordance with Section 6.3.

(2) During the Matching Period, or such longer period as the Company may approve in writing for such purpose, the Purchaser shall have the right, but not the obligation, to offer to amend the terms of this Agreement and the Amalgamation. The Board shall review any proposal made by the Purchaser to amend the terms of this Agreement and the Amalgamation in good faith in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal. If the Board determines that such Acquisition Proposal would cease to be a Superior Proposal, then the Company shall promptly so advise the Purchaser and the Parties shall amend this Agreement to reflect such proposal made by the Purchaser, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing and to reaffirm its recommendation of the Amalgamation by the prompt issuance of a press release to that effect.

(3) Each successive amendment to any Acquisition Proposal that results in an increase in the consideration to be received by the holders of the Company's securities shall constitute a new Acquisition Proposal for the purposes of this Section 6.2, and the Purchaser shall be afforded a new five (5) Business Day Matching Period from the later of the date on which the Purchaser received the Superior Proposal Notice and the date the Purchaser received a copy of the Acquisition Proposal in respect of each such new Acquisition Proposal.

(4) If the Company provides a Superior Proposal Notice to the Purchaser on a date that is less than ten (10) Business Days before the Company Meeting, the Company shall either proceed with or shall postpone the Company Meeting, as directed by the Purchaser.

(5) Nothing in this Agreement shall prevent the Board from complying with Section 2.17 of MI 62-104 and similar provisions under Securities Laws relating to the provision of a directors' circular in respect of an Acquisition Proposal for the Company.

Section 6.3 Termination Fee

(1) If:

(a) the Company terminates this Agreement pursuant to Section 8.2(1)(c)(ii) in order to enter into a definitive written agreement with respect to a Superior Proposal;

(b) the Purchaser terminates this Agreement pursuant to Section 8.2(1)(d)(ii); or

(c) either Party terminates this Agreement pursuant to Section 8.2(1)(b)(i), but only if prior to the Company Meeting, a bona fide Acquisition Proposal, or the intention to make a bona fide Acquisition Proposal with respect to the Company, has been publicly announced and not withdrawn and within 12 months of the date of such termination: (A) such Acquisition Proposal is consummated by the Company; or (B) the Company and/or one or more of its Subsidiaries enters into a definitive agreement in respect of, or the Board approves or recommends, such Acquisition Proposal,

then, in any such case, the Company shall pay the Termination Fee to the Purchaser by wire transfer in immediately available funds to an account designated by the Purchaser.

(2) For greater certainty, the Company shall not be obligated to make more than one payment pursuant to Section 6.3(1).

(3) Each Party acknowledges that the amount of the Termination Fee represents liquidated damages which are a genuine pre-estimate of the damages, including opportunity costs, which the Purchaser shall suffer or incur as a result of the event giving rise to such damages and resultant termination of this Agreement, and is not a penalty. The Company irrevocably waives any respective rights it may have to raise as a defence that any such liquidated damages are excessive or punitive.

Section 6.4 Reimbursement Fees

(1) If the Company fails to convene and conduct the Company Meeting in accordance with this Agreement, the Company's Constating Documents and Law on or before the dated determined in accordance with Section 2.4(1)(a), the Company shall pay the Reimbursement Fee to the Purchaser by wire transfer in immediately available funds to an account designated by the Purchaser.

(2) If the Company terminates this Agreement pursuant to Section 8.2(1)(c)(i), the Purchaser shall timely reimburse the Company for the Company’s reasonable and documented out-of-pocket expenses, up to $65,000 in the aggregate, incurred in connection with the transactions contemplated by this Agreement, including all legal, accounting, taxation, technical and engineering and investment banking fees and disbursements by wire transfer in immediately available fund to an account designated by the Company.

(3) Each Party acknowledges that the amount of the Reimbursement Fee and any amount payable pursuant to Section 6.4(2) represent liquidated damages which are a genuine pre-estimate of the damages, including opportunity costs, which the Purchaser or the Company, as applicable, shall suffer or incur as a result of the event giving rise to such damages and is not a penalty. Each Party irrevocably waives any respective rights it may have to raise as a defence that any such liquidated damages are excessive or punitive.

ARTICLE 7
CONDITIONS

Section 7.1 Mutual Conditions Precedent

The Parties are not required to complete the Amalgamation unless each of the following conditions is satisfied on or prior to the Effective Time, which conditions may only be waived, in whole or in part, by the mutual consent of each of the Parties:

(1) the Amalgamation Resolution shall have been approved and adopted by the Company Shareholders at the Company Meeting in accordance with this Agreement;

(2) no Law is in effect that makes the consummation of the Amalgamation illegal or otherwise prohibits or enjoins the Company or the Purchaser from consummating the Amalgamation;

(3) the Exchange shall have conditionally approved the listing thereon of the Purchaser Shares to be issued to Company Shareholders pursuant to the Amalgamation and the Purchaser Shares issuable pursuant to the Replacement Options, subject only to such conditions, including the filing of documentation, as are acceptable to the Purchaser and the Company, acting reasonably;

(4) any approval from the Exchange which is required to complete the Amalgamation or the other transactions contemplated herein shall have been obtained, subject only to such conditions, including the filing of documentation, as are acceptable to the Purchaser and the Company, acting reasonably; and

(5) the distribution of the Consideration Securities pursuant to the Amalgamation shall (i) be exempt from registration and prospectus requirements of applicable Canadian Securities Laws, and (ii) except with respect to persons deemed to be "control persons" of the Purchaser or the equivalent under Canadian Securities Laws, the Purchaser Shares to be distributed in Canada pursuant to the Amalgamation shall not be subject to any resale restrictions under applicable Canadian Securities Laws.

Section 7.2 Additional Conditions Precedent to the Obligations of the Purchaser

The Purchaser is not required to complete the Amalgamation unless each of the following conditions is satisfied on or before the Effective Time, which conditions are for the exclusive benefit of the Purchaser and may only be waived, in whole or in part, by the Purchaser in its sole discretion:

(1) the representations and warranties of the Company set forth in Schedule C of this Agreement shall be true and correct in all respects as of the date hereof, and shall be true and correct in all material respects as of the Effective Time, as though made at and as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), provided that any such representation and warranty that is qualified by a reference to materiality or Material Adverse Effect shall be true and correct in all respects as of the Effective Time, as though made on and as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), and the Company has delivered a certificate confirming same to the Purchaser, executed by a senior officer of the Company (in each case without personal liability) addressed to the Purchaser and dated the Effective Date;

(2) the Company has fulfilled or complied in all material respects with each of the covenants of the Company contained in this Agreement to be fulfilled or complied with by it on or prior to the Effective Time, and the Company has delivered a certificate confirming same to the Purchaser, executed by a senior officer of the Company (in each case without personal liability) addressed to the Purchaser and dated the Effective Date;

(3) there is no action or proceeding (whether, for greater certainty, by a Governmental Entity or any other Person) pending or threatened in any jurisdiction to:

(a) cease trade, enjoin, prohibit, or impose any limitations, damages or conditions on, the Purchaser's ability to acquire, hold, or exercise full rights of ownership over, any Company Shares, including the right to vote the Company Shares;

(b) prohibit, restrict or impose terms or conditions (beyond those terms and conditions which the Purchaser is required to accept pursuant to Section 5.5) of the Amalgamation or the ownership or operation by the Purchaser of the business or assets of the Purchaser, its affiliates and related entities, the Company or any of the Company's Subsidiaries and related entities, or compel the Purchaser to dispose of or hold separate any of the business or assets of the Purchaser, its affiliates and related entities, the Company or any of the Company's Subsidiaries and related entities as a result of the Amalgamation; or

(c) prevent or materially delay the consummation of the Amalgamation, or if the Amalgamation were to be consummated, have a Material Adverse Effect;

(4) the distribution of the Consideration Securities pursuant to the Amalgamation shall be exempt from the registration requirements of the U.S. Securities Act;

(5) Dissent Rights have not been exercised with respect to more than 5% of the issued and outstanding Company Shares;

(6) each of the Key Consents has been given or obtained on terms acceptable to the Purchaser, acting reasonably;

(7) Meirelles shall not have terminated the Meirelles Agreement; and

(8) since the date of this Agreement, there shall not have been or occurred a Material Adverse Effect in respect of the Company.

Section 7.3 Additional Conditions Precedent to the Obligations of the Company

The Company is not required to complete the Amalgamation unless each of the following conditions is satisfied on or before the Effective Time, which conditions are for the exclusive benefit of the Company and may only be waived, in whole or in part, by the Company in its sole discretion:

(1) the representations and warranties of the Purchaser set forth in Schedule D of this Agreement shall be true and correct in all respects as of the date hereof, and shall be true and correct in all material respects as of the Effective Time, as though made at and as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), provided that any such representation and warranty that is qualified by a reference to materiality or Material Adverse Effect shall be true and correct in all respects as of the Effective Time, as though made on and as of the Effective Time (except for

representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), and the Purchaser has delivered a certificate confirming same to the Company, executed by a senior officer of the Purchaser (without personal liability) addressed to the Company and dated the Effective Date;

(2) the Purchaser has fulfilled or complied in all material respects with each of the covenants of the Purchaser contained in this Agreement to be fulfilled or complied with by it on or prior to the Effective Time, except where the failure to comply with such covenants, individually or in the aggregate, would not materially impede completion of the Amalgamation, and the Purchaser has delivered a certificate confirming same to the Company, executed by a senior officer of the Purchaser (without personal liability) addressed to the Company and dated the Effective Date;

(3) the Purchaser will have allotted and issued the Purchaser Shares to be exchanged for Company Shares pursuant to the Amalgamation and delivered duly executed and countersigned certificates or other evidence representing such Purchaser Shares to the Depositary in accordance with the terms hereof and the Depositary Agreement;

(4) the Purchaser will have granted the Replacement Options in exchange for the Company Options as at the Effective Time pursuant to the Amalgamation;

(5) since the date of this Agreement, there shall not have been or occurred a Material Adverse Effect in respect of the Purchaser; and

(6) the Purchaser shall have complied with its obligations under Section 2.11

Section 7.4 Satisfaction of Conditions

The conditions precedent set out in Section 7.1, Section 7.2 and Section 7.3 will be conclusively deemed to have been satisfied, waived or released at the Effective Time.

Section 7.5 Frustration of Conditions

Neither the Purchaser nor the Company may rely on the failure of any condition set forth in Section 6.1, Section 6.2 or Section 6.3, as applicable, to be satisfied if such failure was caused by such Party's breach in any material respect of any provision of this Agreement or failure in any material respect to use the standard of efforts required from such Party to consummate the transactions contemplated hereby.

ARTICLE 8
TERM AND TERMINATION

Section 8.1 Term

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

Section 8.2 Termination

(1) This Agreement may be terminated prior to the Effective Time by:

(a) the mutual written agreement of the Parties; or

(b) either the Company, on the one hand, or the Purchaser, on the other hand, if:

(i) the Amalgamation Resolution is not approved by the Company Shareholders at the Company Meeting in accordance with this Agreement; provided that a Party may not terminate this Agreement pursuant to this Section 8.2(1)(b)(i) if the failure to obtain the approval of the Company Shareholders has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;

(ii) after the date of this Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the Amalgamation illegal or otherwise permanently prohibits or enjoins the Company or the Purchaser from consummating the Amalgamation, and such Law has, if applicable, become final and non-appealable; or

(iii) the Effective Time does not occur on or prior to the Outside Date, provided that a Party may not terminate this Agreement pursuant to this Section 8.2(1)(b)(iii) if the failure of the Effective Time to so occur has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement; or

(c) the Company if:

(i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Purchaser under this Agreement occurs that would cause any condition in Section 7.3(1) or Section 7.3(2) not to be satisfied, and such breach or failure is incapable of being cured on or prior to the Outside Date or is not cured in accordance with the terms of Section 5.8(3); provided the Company is not then in breach of this Agreement so as to cause any condition in Section 7.2(1) or Section 7.2(2) not to be satisfied;

(ii) prior to the approval by the Company Shareholders of the Amalgamation Resolution, the Board authorizes the Company to enter into a written agreement (other than a confidentiality agreement) with respect to a Superior Proposal in accordance with Section 6.1 and Section 6.2 provided that the Company has paid the Termination Fee; or

(iii) since the date of this Agreement, there has occurred and is continuing, in respect of the Purchaser, a Material Adverse Effect, which is incapable of being cured on or prior to the Outside Date.

(d) the Purchaser if:

(i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Company under this Agreement occurs that would cause any condition in Section 7.2(1) or Section 7.2(2) not to be satisfied, and such breach or failure is incapable of being cured on or prior to the Outside Date or is not cured in accordance with the terms of Section 5.8(3); provided the Purchaser is not then in breach of this Agreement so as to cause any condition in Section 7.3(1) or Section 7.3(2) not to be satisfied;

(ii) (A) the Board or any committee of the Board fails to unanimously (other than directors who have abstained from voting in accordance with the BCBCA, if applicable) recommend or withdraws, amends, modifies or qualifies, or publicly proposes or states an intention to withdraw, amend, modify or qualify, the Board Recommendation, (B) the Board or any committee of the Board accepts, approves, endorses or recommends, or publicly proposes to accept, approve, endorse or recommend an Acquisition Proposal, (C) the Board makes a Change in Recommendation, or (D) the Company breaches Article 6 in any material respect;

(iii) the conditions set forth in Section 7.2(4) or Section 7.2(6) are not capable of being satisfied by the Outside Date; or

(iv) there has occurred and is continuing, in respect of the Company, a Material Adverse Effect which is not capable of being cured prior to the Outside Date.

(2) The Party desiring to terminate this Agreement pursuant to this Section 8.2 (other than pursuant to Section 8.2(1)(a)) 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.

Section 8.3 Effect of Termination/Survival

(1) If this Agreement is terminated pursuant to Section 8.2, this Agreement shall become void and 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 to this Agreement, except that: (a) in the event of termination under Section 8.1 as a result of the Effective Time occurring, Section 5.9 shall survive for a period of six (6) years following such termination; and (b) in the event of termination under Section 8.2, this Section 8.3 and Section 9.2 through to and including Section 9.14 shall survive, and provided further that no Party shall be relieved of any liability for any willful breach by it of this Agreement. A "willful" breach means a material breach that is a consequence of an act or omission undertaken by the Breaching Party with the actual knowledge that the taking of such act or failure to act would, or would be reasonably expected to, cause a material breach of this Agreement.

ARTICLE 9
GENERAL PROVISIONS

Section 9.1 Amendments

Subject to applicable Laws, this Agreement may, at any time and from time to time before or after the holding of the Company Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, without further notice to or authorization on the part of the Company 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) modify any representation or warranty contained in this Agreement or in any document delivered pursuant to this Agreement;

(c) modify any of the covenants contained in this Agreement and waive or modify performance of any of the obligations of the Parties; and/or

(d) modify any mutual conditions contained in this Agreement.

Section 9.2 Expenses and Expense Reimbursement.

(1) Except as otherwise provided in this Agreement and subject to Section 9.2(2), all out-of-pocket third party transaction expenses incurred in connection with this Agreement and the Amalgamation, including all costs, expenses and fees of the Company incurred prior to or after the Effective Time in connection with, or incidental to, the Amalgamation, shall be paid by the Party incurring such expenses, whether or not the Amalgamation is consummated.

(2) The Purchaser shall pay and be responsible for all filing fees payable to the Exchange in respect of the Amalgamation.

Section 9.3 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or email and addressed:

(a) to the Purchaser or Subco, c/o:

ValOre Metals Corp.
1020-800 W. Pender Street
Vancouver, BC V6C 2V6

Attention: James R. Paterson
Title: Chairman & CEO
Email: […***…][16]

with a copy to:

Bennett Jones LLP
2500 Park Place
666 Burrard Street
Vancouver, BC V6C 2X8

Attention: Jeff Taylor
Email: […***…][17]

(b) to the Company, at:

South Atlantic Gold Inc.
301-1665, Ellis Street
Kelowna, BC V1Y 2B3

[16] Personal Information – Contact Information

[17] Personal Information – Contact Information

Attention: Douglas Meirelles
Title: President & CEO
Email: […***…][18]

with a copy to:

Pushor Mitchell LLP
301-1665 Ellis Street
Kelowna, BC V1Y 2B3

Attention: Keith Inman
Email: […***…][19]

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, (ii) if sent by overnight courier, on the next Business Day, (iii) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile or (iv) if sent by email, the Business Day after the email was sent. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

Section 9.4 Time of the Essence.

Time is of the essence in this Agreement.

Section 9.5 Injunctive Relief.

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at Law or in equity.

Section 9.6 Third Party Beneficiaries.

Except as provided in Section 5.9 which, without limiting its terms, is intended as stipulations for the benefit of the third Persons mentioned in such provision, this Agreement is not intended to benefit or create any right or cause of action in favour of any Person, other than the Parties. No Person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

[18] Personal Information – Contact Information

[19] Personal Information – Contact Information

Section 9.7 Waiver.

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

Section 9.8 Entire Agreement.

This Agreement, including the Schedules hereto, the Company Disclosure Letter, the Purchaser Disclosure Letter and the Confidentiality Agreement (collectively, the "**Agreed Documents**"), constitutes the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, including the binding letter of intent dated February 14, 2025. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in the Agreed Documents. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

Section 9.9 Successors and Assigns.

(1) This Agreement becomes effective only when executed by the Company and the Purchaser. After that time, it will be binding upon and enure to the benefit of the Company and the Purchaser and their respective successors and permitted assigns.

(2) Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Party.

Section 9.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 9.11 Governing Law.

(1) This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia.

(2) Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the British Columbia courts situated in the City of Vancouver and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

Section 9.12 Rules of Construction.

The Parties to this Agreement waive the application of any Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the party drafting such agreement or other document.

Section 9.13 No Liability.

No director or officer of the Purchaser shall have any personal liability whatsoever to the Company under this Agreement or any other document delivered in connection with the transactions contemplated hereby on behalf of the Purchaser. No director or officer of the Company or any of its Subsidiaries shall have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered in connection with the transactions contemplated hereby on behalf of the Company or any of its Subsidiaries.

Section 9.14 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts by electronic transmission) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of page intentionally left blank - Signature page immediately follows]

IN WITNESS WHEREOF the Parties have executed this Amalgamation Agreement on the date first written above.

VALORE METALS CORP.

Per: *Signed "James R. Paterson"*
James R. Paterson
Chief Executive Officer

1529317 B.C. LTD.

Per: *Signed "James R. Paterson"*
James R. Paterson
Chief Executive Officer

SOUTH ATLANTIC GOLD INC.

Per: *Signed "Douglas Meirelles"*
Douglas Meirelles
Chief Executive Officer

Per: *Signed "Terese Giselman"*
Terese Gieselman
Chief Financial Officer

SCHEDULE A

AMALGAMATION APPLICATION AND ARTICLES OF AMALGAMATION

SCHEDULE B
AMALGAMATION RESOLUTION

BE IT RESOLVED THAT:

1. The amalgamation (the "**Amalgamation**") under Section 269 of the *Business Corporations Act* (British Columbia) of South Atlantic Gold Inc. (the "**Company**") and 1529317 B.C. Ltd. ("**Subco**"), pursuant to the amalgamation agreement (the "**Amalgamation Agreement**") between the Company, ValOre Metals Corp. and Subco dated March 26, 2025, all as more particularly described and set forth in the Company's information circular dated [●] (the "**Circular**"), pursuant to Section 14.2 of Form 51-102F5 – *Information Circular* of National Instrument 51-102 – *Continuous Disclosure Obligations*, accompanying this notice of meeting (as the Amalgamation may be modified or amended in accordance with its terms) is hereby authorized, approved and adopted.

2. The (i) Amalgamation Agreement and related transactions, (ii) actions of the directors of the Company in approving the Amalgamation Agreement, and (iii) the actions of the directors and officers of the Company in executing and delivering the Amalgamation Agreement, and any amendments, modifications or supplements thereto, are hereby ratified and approved.

3. Notwithstanding that this resolution has been passed (and the Amalgamation adopted) by the Company Shareholders (as defined in the Amalgamation Agreement), the directors of the Company are hereby authorized and empowered, at their discretion, without notice to or approval of the Company Shareholders: (i) to amend, modify or supplement the Amalgamation Agreement to the extent permitted by the Amalgamation Agreement; and (ii) subject to the terms of the Amalgamation Agreement, not to proceed with the Amalgamation.

4. Any officer or director of the Company be and is hereby authorized for and on behalf of the Company to execute, under corporate seal or otherwise, and to deliver or cause to be delivered, an amalgamation application, articles of amalgamation and all such other documents, affidavits, and instruments as are necessary or desirable to give effect to the Amalgamation in accordance with the Amalgamation Agreement, such determination to be conclusively evidenced by the execution and delivery of such amalgamation application, articles of amalgamation or any such other document, affidavit or instrument.

5. Any officer or director of the Company is hereby authorized and directed for and on behalf of the Company to execute or cause to be executed 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 force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such other document or instrument or the doing of any other such act or thing.

SCHEDULE C
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as qualified in the Company Disclosure Letter, the Company hereby makes the representations and warranties set forth in this Schedule C to and in favour of the Purchaser and acknowledges that the Purchaser is relying upon such representations and warranties in connection with the matters contemplated by this Agreement.

(a) The Company and each of its Subsidiaries is a legal entity duly organized and validly subsisting under the applicable Laws of its jurisdiction of existence and the Company and each of its Subsidiaries has the requisite power and authority to carry on its business as it is now being conducted and to own, lease and operate its properties and assets.

(b) The Company and each of its Subsidiaries is duly registered to do business and is in good standing in each jurisdiction in which the character of its properties, owned, leased, operated, licensed or otherwise held, or the nature of its activities make such registration necessary under applicable Laws, except where the failure to be so registered or in good standing would not, individually or in the aggregate, have a Material Adverse Effect.

(c) The Company has the requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation by the Company of the transactions contemplated by this Agreement have been duly authorized by the Board, other than approval by the Company Shareholders of the Amalgamation Resolution in the manner required by this Agreement and applicable Law, and no other corporate proceedings on the part of the Company are or shall be necessary to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other applicable Laws relating to or affecting creditors' rights generally and to general principles of equity.

(d) Subject to the approval of the Company Shareholders of the Amalgamation Resolution, neither the execution and delivery of this Agreement by the Company, the consummation by the Company of the Amalgamation nor compliance by the Company with any of the provisions hereof will:

(i) require any consent or other actions by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which the Company or any of its Subsidiaries is entitled under any provision of any Company Material Contract or any material Authorization to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound;

(ii) result in the creation or imposition of any Lien upon any of the properties or assets of the Company or its Subsidiaries;

(iii) contravene, conflict with, or result in any violation or breach of the articles, bylaws or other constating documents of the Company or any of its Subsidiaries; or

(iv) violate any judgment, ruling, order, writ, injunction, determination, award, decree, statute, ordinance, rule, regulation or applicable Law applicable to the Company or any of its Subsidiaries.

(e) Other than in connection with or in compliance with the provisions of applicable Laws in relation to the completion of the Amalgamation or which are required to be fulfilled post-Amalgamation, there is no legal impediment to the Company's consummation of the transactions contemplated by this Agreement.

(f) The execution, delivery and performance by the Company of its obligations under this Agreement and the consummation of the Amalgamation do not require any Authorization or other action by or in respect of, or filing with, or notification to, any Governmental Entity by the Company other than: (i) filings with the Securities Authorities; (ii) approval of the Amalgamation Resolution; and (iii) any Authorizations which, if not obtained, or any other actions by or in respect of, or filings with, or notifications to, any Governmental Entity which, if not taken or made, would not, individually or in the aggregate, materially impede the ability of the Company to consummate the Amalgamation.

(g) All information in the Company Circular (other than the Purchaser Information, in respect of which the Company makes no representation or warranty) shall, as of the respective dates of such information, be true and complete in all material respects and shall not contain any Misrepresentation.

(h) There are no Proceedings pending or, to the knowledge of the Company, threatened, against the Company, any of its Subsidiaries or any of their respective properties or assets, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and to the Company's knowledge there are no grounds or conditions which exist on which any Proceeding might be commenced with any reasonable likelihood of success or with the passage of time, or the delivery of notice or both, would give rise.

(i) None of the Company or any Company Subsidiary is in default of any material term, covenant or condition under or in respect of any judgement, order, agreement or instrument to which it is a party or to which it or any of the property or assets thereof are or may be subject, and no event has occurred and is continuing, and no circumstances exists which has not been waived, which constitutes a default in respect of any commitment, agreement, document or other instrument to which the Company or any Company Subsidiary is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any material amount owing thereunder or which could have a Material Adverse Effect

(j) The Company is a "reporting issuer" in each of the Company Reporting Provinces and is in material compliance with all Applicable Canadian Securities Laws therein and the Company Shares are listed and posted for trading on the Exchange. Except as disclosed in the Company Disclosure Letter, the Company is not in material default of any material requirements of any Applicable Canadian Securities Laws or any rules or regulations of, or agreement with, the Exchange. Except as provided for in this Agreement, no delisting, suspension of trading in or cease trading order with respect to the Company Shares is pending or, to the knowledge of the Company, threatened. To the knowledge of the Company, none of its officers or directors are subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public entity or of an entity listed on a particular stock exchange. The

documents and information comprising the Company Public Record did not at the respective times they were filed with the relevant Securities Authorities, contain any Misrepresentation, unless such document or information was subsequently corrected or superseded in the Company Public Record prior to the date hereof. The Company has not filed any confidential material change report that, as of the date hereof, remains confidential.

(k) The corporate records of the Company and the Company Subsidiaries contain: (i) the articles, notice of articles, amendments thereto and other constating documents; (ii) all of the directors and shareholders' written resolutions passed since the date of incorporation and all of the minutes from directors and shareholders' meetings held since the date of incorporation; and (iii) all share certificates and registers of securities, share transfers, shareholders and directors (collectively, the "**Company Corporate Records**"). The Company has provided the Purchaser with the Company Corporate Records and they are complete and accurate in all material respects.

(l) The Company's financial statements included in the Company Public Record (i) comply as to form in all material respects with GAAP and with the published rules and regulations of applicable Securities Authorities, (ii) have been prepared in accordance with GAAP applied on a consistent basis, (iii) present fairly in all material respects the financial position and shareholders' equity of the Company as of the dates thereof and its income and cash flows for the periods then ended (subject to normal year-end adjustments in the case of the Company Interim Financial Statements), and (iv) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Company, and there has been no material change in accounting policies or practices of the Company since February 28, 2021, expect as disclosed in such financial statements.

(m) Subsequent to February 28, 2024, neither Company nor any of its Subsidiaries has incurred liabilities of any kind whatsoever other than: (i) liabilities disclosed or provided for in the Company Interim Financial Statements, (ii) current liabilities incurred since May 31, 2024, which were incurred in the Ordinary Course, or (iii) liabilities disclosed in the Company Disclosure Letter.

(n) To the knowledge of the Company, no creditor of the Company will be materially prejudiced by the Amalgamation.

(o) Subsequent to February 28, 2024, the Company and its Subsidiaries have conducted businesses only in the Ordinary Course.

(p) Subsequent to February 28, 2024, none of the Company or any of its Subsidiaries has: (i) paid or declared any dividend or incurred any material capital expenditure or made any commitment therefore, or (ii) entered into any material transaction or made a significant acquisition.

(q) Subsequent to February 28, 2024, there has not been any Material Adverse Effect and there has been no event or occurrence that would reasonably be expected to result in a Material Adverse Effect.

(r) The auditor of the Company is an independent public accountant as required by Applicable Canadian Securities Laws and there is not now, and there has never been, any "reportable event" (as defined in NI 51-102) with the present or any former auditor of the Company.

(s) The Company is authorized to issue an unlimited number of Company Shares of which, as of the date of this Agreement, there are 109,625,666 Company Shares issued and outstanding as fully paid and non-assessable shares.

(t) Other than as disclosed in the Company Disclosure Letter, there are no convertible securities or other rights, shareholder rights plans, agreements or commitments of any character whatsoever (pre-emptive, contingent or otherwise) requiring or which may require the issuance, sale or transfer by the Company of any of securities of the Company (including the Company Shares) or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to subscribe for or acquire, any securities of or other equity or voting interests in the Company (including the Company Shares).

(u) No warrants to acquire securities of the Company will be outstanding at the Effective Time.

(v) The Company Subsidiaries are the only subsidiaries of the Company. The Company does not beneficially own or exercise control or direction over 10% or more of the outstanding voting shares of any company that holds any assets or conducts any operations other than the Company Subsidiaries and the Company beneficially owns, directly or indirectly, all of the issued and outstanding shares in the capital of the Company Subsidiaries, all of such shares are free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands of any kind whatsoever, all of such shares have been duly authorized and are validly issued and are outstanding as fully paid and non-assessable shares and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase from the Company of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of any of the Company Subsidiaries or any other security convertible into or exchangeable for any such shares.

(w) Company is in compliance in all material respects with all its disclosure obligations under the Canadian Securities Laws of the Company Reporting Provinces. The Company Public Records are, as of the date thereof, in compliance in all material respects with the Canadian Securities Laws of the Company Reporting Provinces and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and such documents collectively constitute full, true and plain disclosure of all material facts relating to the Company and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, as of the date thereof. There is no fact known to the Company which the Company has not publicly disclosed which results in a Material Adverse Effect, or so far as the Company can reasonably foresee, will have a Material Adverse Effect or materially adversely affect the ability of the Company to perform its obligations under this Agreement.

(x) All Company Material Contracts have been disclosed in the Company Disclosure Letter and the Company has provided the Purchaser with complete and up to date copies of all Company Material Contracts.

(y) The Company and its Subsidiaries and, to the Company's knowledge, the directors, officers and promoters of the Company and its Subsidiaries, respectively, have conducted and are conducting the Company's and its Subsidiaries' respective businesses in compliance in all

material respects with all applicable laws, regulations and statutes in the jurisdictions in which they carry on business and which would reasonably be expected to materially affect the Company or any of its Subsidiaries, taken as a whole.

(z) The Company and each of its Subsidiaries has obtained and is in compliance in all material respects with all material Permits required by applicable Laws, necessary to conduct its current business as now being conducted, except where such non-compliance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and all such Permits have been provided to the Purchaser. To the knowledge of the Company, there are no facts, events or circumstances that would reasonably be expected to result in a failure to obtain or be in compliance with such material Permits as are necessary to conduct its business as it is currently being conducted as set forth in the Company Public Record.

(aa)

(i) The Company Property is accurately described in the Company Public Record.

(ii) The Company Public Record discloses all material real and immoveable property legally or beneficially owned, licensed, or leased by the Company or its Subsidiaries, or in respect of which the Company or its Subsidiaries enjoy the benefit of rights of way, surface rights, easements and permits for the use of real and immoveable property, and there is no other real and immoveable property in respect of which the Company or its Subsidiaries has any interest.

(iii) The Concessions relating to the Company Property, are the only mining concessions, claims, leases, licenses, permits or other rights that are required to conduct the activities of the Company or its Subsidiaries as currently conducted.

(iv) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, each Concession relating to the Company Property is in full force and effect and in good standing. The interests of the Company or its Subsidiaries in each Concession relating to the Company Property is held free and clear of all Liens. The Company Public Record accurately describes, in all material respects: (A) the interests of the Company and its Subsidiaries in each of the material Concessions relating to the Company Property; (B) the agreement or document pursuant to which the Company or its Subsidiaries holds its interest in each material Concession relating to the Company Property. The Company or its Subsidiaries are lawfully authorized to hold its interest in the material Concessions relating to the Company Property.

(v) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect and except as disclosed in Schedule (aa)(v) of the Company Disclosure Letter:

(A) each Concession relating to the Company Property comprises a valid and subsisting mineral claim, license or lease in each case in all material respects, and the Company or its applicable Subsidiary enjoys legally enforceable access over and to the Company Property and the Concessions relating to the Company Property as may be required to conduct the activities of the Company or its subsidiaries as currently conducted;

(B) any and all assessment work required to be performed and filed in respect of the Company Property or under the Concessions relating to the Company Property has been performed and filed;

(C) any and all Taxes and other payments required to be paid in respect of the Company Property and the Concessions relating to the Company Property and all rental or royalty payments required to be paid in respect of the Concessions relating to the Company Property have been paid;

(D) any and all filings required to be filed in respect of the Company Property and the Concessions relating to the Company Property have been filed;

(E) the Company or its Subsidiaries have the exclusive right to deal with the Company Property and the Concessions relating to the Company Property;

(F) no other person has any material right, title or interest in the Company Property or the Concessions relating to the Company Property or any right to acquire any such right, title or interest;

(G) there are no back-in rights, joint venture or partnership rights, earn-in rights, rights of first refusal, trust provisions, beneficial ownership rights, royalty rights or similar provisions which would materially affect the Company's or any of its Subsidiaries' interests in the Company Property or the Concessions relating to the Company Property; and

(H) neither the Company nor any of its Subsidiaries have received any notice, whether written or oral from any Governmental Entity or any person with jurisdiction or applicable authority of any revocation or intention to revoke the Company's or any of its Subsidiaries' interests in the Company Property or the Concessions relating to the Company Property.

(vi) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, all work and activities carried out on the Company Property and the Concessions relating to the Company Property by the Company or its Subsidiaries or, to the knowledge of the Company, by any other person appointed by the Company or any of its Subsidiaries have been carried out in all material respects in compliance with all applicable Laws, and neither the Company nor any of its Subsidiaries has, and to the knowledge of the Company no other person has, received any notice of any material breach of any such applicable Laws.

(bb) The estimated proven and probable mineral reserves and estimated indicated, measured and inferred mineral resources disclosed in the Company Public Record have been prepared and disclosed in all material respects in accordance with all applicable Laws, including Securities Laws and NI 43-101. The information provided by the Company to the Qualified Persons in connection with the preparation of such estimates was complete and accurate at the time such information was furnished. There has been no material reduction in the aggregate amount of estimated mineral reserves or estimated mineral resources of the Company and its Subsidiaries, taken as a whole, from the amounts disclosed in the Company Public Record (except as a result of mining operations in the

ordinary course of business) nor has there been a change in any economic assumptions upon which such mineral reserves are based.

(cc)

(i) All royalties, overriding royalty interests, production payments, net profits and interest burdens, and all material rentals, payments and obligations due and payable, or performable, as the case may be, on or prior to the date hereof under, with respect to, or on account of, any direct or indirect assets of the Company or any of its Subsidiaries, have been: (A) duly paid; (B) duly performed; or (C) provided for prior for the date hereof.

(ii) All material costs, expenses, and liabilities payable on or prior to the date hereof under the terms of any contracts and agreements to which the Company or any of its Subsidiaries is directly or indirectly bound are being or have been properly and timely paid in the ordinary course of business.

(dd) No material property or asset of the Company or its Subsidiaries has been taken or expropriated by any Governmental Entity in the previous five years nor has any notice or proceeding in respect thereof been given or commenced that remains outstanding nor, to the knowledge of the Company, is there any intent or proposal to give any such notice or to commence any such proceeding.

(ee) Each of the Company and its Subsidiaries and their respective businesses and operations:

(i) in material compliance with all Environmental Laws and all terms and conditions of all Environmental Permits;

(ii) has not received any order, request or notice from any person alleging a violation of any Environmental Law;

(iii) (A) is not a party to any litigation or administrative proceeding, nor is any litigation or administrative proceeding threatened against it or its property or assets, which in either case (1) asserts or alleges that it violated any Environmental Laws, (2) asserts or alleges that it is required to clean up, remove or take remedial or other response action due to the Release of any Hazardous Substances, or (3) asserts or alleges that it is required to pay all or a portion of the cost of any past, present or future cleanup, removal or remedial or other response action which arises out of or is related to the Release of any Hazardous Substances, and (B) is not subject to any judgment, decree, order or citation related to or arising out of applicable Environmental Law and has not been named or listed as a potentially responsible party by any Governmental Entity in a matter arising under any Environmental Laws; and

(iv) is not involved in remediation, reclamation or other environmental operations and does not know of any facts, circumstances or conditions, including any Release of Hazardous Substance, that would reasonably be expected to result in any Environmental Liabilities,

except, in each case, as disclosed in the Company Public Record or where it would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ff) Schedule (ff) of the Company Disclosure Letter contains the following:

(i) a complete and accurate list of all employees of the Company and its Subsidiaries as of the date of this Agreement, which indicates for each employee: (i) the employee's name; (ii) status (as full-time or part-time); (iii) length of service; (iv) job title or classification; (v) salary or hourly wage; (vi) eligibility to receive incentive compensation (including commissions, bonuses, equity incentives and any other variable pay) and the employee's incentive payment history over the past three years; and (vii) all employment benefits the employee is entitled to receive;

(ii) a complete and accurate list of all employees who are now on disability, maternity or other authorized or unauthorized leave of absence which indicates for each employee: (i) the reason for such absence; (ii) expected date of return; and (iii) the aggregate financial obligation of the Company and its Subsidiaries with respect to providing benefits to such employee.

(gg) Schedule (gg) of the Company Disclosure Letter contains a complete and accurate list of all consultants and contractors of the Company and its Subsidiaries, and indicates for each consultant or contractor: (a) their name; (b) description of engagement, including whether the contractor is permitted to do work for others and sub-contract work; (c) location of engagement; (d) engagement date; (e) term of engagement; (f) a summary of the fees and other compensation paid in the current year and the previous year; (g) whether the contractor is providing services pursuant to a written consulting agreement; and (h) whether the contractor is incorporated or a sole proprietor. The Company has provided the Purchaser with true and complete copies of all written agreements with the contractors and consultants disclosed in this Section (gg) that have annual fees or compensation in excess of $[…***…][20].

(hh) Except as disclosed in Schedule (hh) of the Company Disclosure Letter:

(i) neither the Company nor any of its Subsidiaries is a party to any oral or written contract for the employment of any individual;

(ii) neither the Company nor any of its Subsidiaries has paid nor will it be required to pay any severance, retention bonus, change of control or other payment to any current or former employee, consultant or contractor as a result of the Amalgamation;

(iii) the Company has provided the Purchaser with complete and accurate copies of all written employment agreements disclosed in Schedule (hh) of the Company Disclosure Letter.

(ii) Neither the Company nor any of its Subsidiaries is subject to any collective bargaining agreement or other similar agreement with any labour union, employee association or similar organization, and neither the Company nor any of its Subsidiaries has made any commitment to or conducted negotiations with or voluntarily recognized any labour union, employee association or similar organization with respect to any future agreement. There are no existing or, to the knowledge of the Company, threatened strikes, labour disputes, work slow-downs or stoppages, grievances, controversies or other labour relations

[20] Competitive Information – Commercially Sensitive Terms

difficulties affecting the Company. The Company and its Subsidiaries have complied with all Laws relating to the employment of its current and former employees, including all Laws concerning statutory employment standards (including the payment of wages, hours of work and overtime), human rights, privacy, occupational health and safety, hazardous materials, fair employment practices, pay equity, employment equity, employment immigration and workers' compensation. Neither the Company nor any of its Subsidiaries is subject to any complaints or legal proceedings filed or commenced against it pursuant to any labour or employment Laws, or any complaints or legal proceedings by current or former employees of the Company or its Subsidiaries or their dependents. All amounts due and payable by the Company or its Subsidiaries to its former and current employees, consultants and contractors have been paid in full and all amounts accruing due to same have been reflected in the financial records of the Company. To the knowledge of the Company, no audit of the Company or any of its Subsidiaries is currently being performed pursuant to any workers' compensation or other legislation.

(jj) Neither the Company nor any of its Subsidiaries is a party to, contributes to, or is required to contribute to any Employee Plan.

(kk) Neither the Company nor any of the Company Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or other person associated with or acting on behalf of the Company or any of its Subsidiaries, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of the *Corruption of Foreign Officials Act* (Canada) or the *Foreign Corrupt Practices Act* (United States), or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(ll) The operations of the Company and the Company Subsidiaries are and have been conducted, at all times, in material compliance with all applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the jurisdictions in which the Company and the Company Subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of the Company Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to knowledge of the Company, threatened.

(mm) The Company and each Company Subsidiary, their respective directors, officers or employees, and, to the knowledge of the Company their respective agents and other third parties that act for or on behalf of the Company or any Company Subsidiary, are not Sanctioned Persons. None of the Company or any Company Subsidiary is or has within the applicable statute of limitations period engaged in direct or indirect dealings or transactions with any Sanctioned Person or in any Sanctioned Country in violation of applicable Sanctions Law, has within the applicable statute of limitations period violated, or knowingly engaged in any conduct that would reasonably be expected to result in the Company or any Company Subsidiary being designated as a Sanctioned Person, or has been the subject of an investigation or allegation of such a violation. Notwithstanding anything in this Agreement, the representations, warranties and covenants in this Agreement shall not apply to the Company or any Company Subsidiary, or to any director,

trustee, officer, agent or employee of any of the foregoing, to the extent that they would result in a violation of or conflict with the *Foreign Extraterritorial Measures (United States) Order, 1992* (Canada), or any similar applicable anti-boycott law or regulation.

(nn) The Company or a Company Subsidiary owns or possesses adequate enforceable rights to use all Intellectual Property used or proposed to be used in the conduct of the business thereof. No proceedings have been settled, are in progress or to the Company's knowledge, are threatened, that challenge the validity or ownership or use by the Company or any Company Subsidiary of any Intellectual Property owned or used by the Company or the Company Subsidiary. The Company does not have any knowledge of the infringing use of any of such Intellectual Property or the infringement of any of such Intellectual Property by any other Person, and neither the Company nor any Company Subsidiary has received any notice of conflict with the asserted rights of others.

(oo) The Company maintains customary commercial general liability insurance and all of the policies in respect of such insurance are in amounts and on terms that in the view of the Company's management are reasonable for companies of a similar size operating in the mining industry and are in good standing in all material respects and not in default in any material respect.

(pp) Taxes.

(i) The Company Shares do not constitute "taxable Canadian property" for purposes of the Tax Act to any Company Shareholder.

(ii) The Company and each of its Subsidiaries has, duly and on a timely basis prepared and filed all Tax Returns required to be filed by it prior to the Effective Date in respect of Taxes and such Tax Returns are true, complete and correct in all material respects.

(iii) The Company and each of its Subsidiaries has paid on a timely basis all Taxes which are due and payable by it on or before the Effective Date, including installments on account of Taxes.

(iv) There are no audits or legal proceedings now in progress, pending or, to the Company's knowledge, threatened against the Company or any of its Subsidiaries in respect of any Taxes. No Tax Return of the Company or a Subsidiary has ever been audited, examined, in dispute with, or investigated by any Governmental Entity. Neither the Company nor any of its Subsidiaries has received from any Governmental Entity any written (or to Company's knowledge, oral) (i) notice indicating an intent to open an audit, examination, investigation, or other review with respect to any Taxes or Tax Return of the Company or any of its Subsidiaries; (ii) request for information related to Tax matters pertaining to the Company or any of its Subsidiaries; or (iii) notice of deficiency or similar document proposing an adjustment to the amount of any Tax of the Company or any of its Subsidiaries.

(v) There are no jurisdictions in which the Company or any of its Subsidiaries are required to file a Tax Return other than the jurisdictions in which the Company or any of its Subsidiaries has filed Tax Returns. Neither the Company nor any of its Subsidiaries is subject to income Tax in any country other than its country of formation or incorporation by virtue of having a permanent establishment or other

place of business in that country. No claim has ever been made by a Governmental Entity in a jurisdiction where the Company or any of its Subsidiaries does not file Tax Returns that the Company or any of its Subsidiaries is or may be subject to taxation by that jurisdiction.

(vi) The Company and each of its Subsidiaries has duly and timely collected all amounts of any value added, sales, use or transfer Taxes, including GST/HST and provincial or territorial sales taxes required to be collected by it and has duly and timely remitted to the appropriate Governmental Entity any amounts required to be remitted by it.

(vii) Neither the Company nor any of its Subsidiaries is a party to any Tax indemnification, Tax allocation or Tax sharing agreement that could give rise to a payment or indemnification obligation after the Effective Date.

(viii) Neither the Company nor any of its Subsidiaries has participated in any transaction that is a "reportable transaction" for purposes of section 237.3 of the Tax Act (or any substantially similar provision of any applicable Laws) or that is a "notifiable transaction" for purposes of section 237.4 of the Tax Act (or any substantially similar provision of any applicable Laws).

(qq) Except as disclosed in the Company Disclosure Letter, there is no person acting or purporting to act at the request or on behalf of the Company that is entitled to any brokerage or finder's fee in connection with the transactions contemplated by this Agreement.

SCHEDULE D
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Except as qualified in the Purchaser Disclosure Letter, the Purchaser hereby makes the representations and warranties set forth in this Schedule D to and in favour of the Company and acknowledges that the Company is relying upon such representations and warranties in connection with the matters contemplated by this Agreement.

(a) The Purchaser and each of its Subsidiaries is a legal entity duly organized and validly subsisting under the applicable Laws of its jurisdiction of existence and the Purchaser and each of its Subsidiaries has the requisite power and authority to carry on its business as it is now being conducted and to own, lease and operate its properties and assets.

(b) The Purchaser and each of its Subsidiaries is duly registered to do business and is in good standing in each jurisdiction in which the character of its properties, owned, leased, operated, licensed or otherwise held, or the nature of its activities make such registration necessary under applicable Laws, except where the failure to be so registered or in good standing would not, individually or in the aggregate, have a Material Adverse Effect.

(c) The Purchaser and Subco have the requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation by the Purchaser and Subco of the transactions contemplated by this Agreement have been duly authorized by the Board and no other corporate proceedings on the part of the Purchaser or Subco are or shall be necessary to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by the Purchaser and Subco and constitutes a legal, valid and binding obligation of the Purchaser and Subco enforceable against the Purchaser and Subco in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other applicable Laws relating to or affecting creditors' rights generally and to general principles of equity.

(d) Neither the execution and delivery of this Agreement by the Purchaser nor compliance by the Purchaser with any of the provisions hereof will:

(i) require any consent or other actions by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which the Purchaser or any of its Subsidiaries is entitled under any provision of any Purchaser Material Contract or any material Authorization to which the Purchaser or any of its Subsidiaries is a party or by which the Purchaser or any of its Subsidiaries is bound;

(ii) result in the creation or imposition of any Lien upon any of the properties or assets of the Purchaser or its Subsidiaries;

(iii) contravene, conflict with, or result in any violation or breach of the articles, bylaws or other constating documents of the Purchaser or any of its Subsidiaries; or

(iv) violate any judgment, ruling, order, writ, injunction, determination, award, decree, statute, ordinance, rule, regulation or applicable Law applicable to the Purchaser or any of its Subsidiaries.

(e) Other than in connection with or in compliance with the provisions of applicable Laws in relation to the completion of the Amalgamation or which are required to be fulfilled post-Amalgamation, there is no legal impediment to the Purchaser's or Subco's consummation of the transactions contemplated by this Agreement.

(f) The execution, delivery and performance by the Purchaser and Subco of their respective obligations under this Agreement and the consummation of the Amalgamation do not require any Authorization or other action by or in respect of, or filing with, or notification to, any Governmental Entity by the Purchaser or Subco other than: (i) filings with the Securities Authorities and the Exchange; and (ii) any Authorizations which, if not obtained, or any other actions by or in respect of, or filings with, or notifications to, any Governmental Entity which, if not taken or made, would not, individually or in the aggregate, materially impede the ability of the Purchaser or Subco to consummate the Amalgamation.

(g) All Purchaser Information provided by the Purchaser to the Company for inclusion in the Company Circular shall, as of the respective dates of such information, be true and complete in all material respects and shall not contain any Misrepresentation.

(h) There are no Proceedings pending or, to the knowledge of the Purchaser, threatened, against the Purchaser, any of its Subsidiaries or any of their respective properties or assets, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and to the Purchaser's knowledge there are no grounds or conditions which exist on which any Proceeding might be commenced with any reasonable likelihood of success or with the passage of time, or the delivery of notice or both, would give rise.

(i) None of the Purchaser or any of its Subsidiaries is in default of any material term, covenant or condition under or in respect of any judgement, order, agreement or instrument to which it is a party or to which it or any of the property or assets thereof are or may be subject, and no event has occurred and is continuing, and no circumstances exists which has not been waived, which constitutes a default in respect of any commitment, agreement, document or other instrument to which the Purchaser or any of its Subsidiaries is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any material amount owing thereunder or which could have a Material Adverse Effect

(j) The Purchaser is a "reporting issuer" in each of the Purchaser Reporting Provinces and is in material compliance with all Applicable Canadian Securities Laws therein and the Purchaser Shares are listed and posted for trading on the Exchange. The Purchaser is not in material default of any material requirements of any Applicable Canadian Securities Laws or any rules or regulations of, or agreement with, the Exchange. Except as provided for in this Agreement, no delisting, suspension of trading in or cease trading order with respect to the Purchaser Shares is pending or, to the knowledge of the Purchaser, threatened. To the knowledge of the Purchaser, none of its officers or directors are subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public entity or of an entity listed on a particular stock exchange. The documents and information comprising the Purchaser

Public Record did not at the respective times they were filed with the relevant Securities Authorities, contain any Misrepresentation, unless such document or information was subsequently corrected or superseded in the Purchaser Public Record prior to the date hereof. The Purchaser has not filed any confidential material change report that, as of the date hereof, remains confidential.

(k) The corporate records of the Purchaser, Subco and the Purchaser Subsidiaries contain: (i) the articles, notice of articles, amendments thereto and other constating documents; (ii) all of the directors and shareholders' written resolutions passed since the date of incorporation and all of the minutes from directors and shareholders' meetings held since the date of incorporation; and (iii) all share certificates and registers of securities, share transfers, shareholders and directors (collectively, the "**Purchaser Corporate Records**"). The Purchaser has provided the Company with the Purchaser Corporate Records and they are complete and accurate in all material respects.

(l) The Purchaser's financial statements included in the Purchaser Public Record (i) comply as to form in all material respects with GAAP and with the published rules and regulations of applicable Securities Authorities, (ii) have been prepared in accordance with GAAP applied on a consistent basis, (iii) present fairly in all material respects the financial position and shareholders' equity of the Purchaser as of the dates thereof and its income and cash flows for the periods then ended, and (iv) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Purchaser, and there has been no material change in accounting policies or practices of the Purchaser since September 30, 2022, expect as disclosed such financial statements.

(m) Subsequent to September 30, 2024, neither Purchaser nor any of its Subsidiaries has incurred liabilities of any kind whatsoever other than current liabilities which were incurred in the Ordinary Course.

(n) Subsequent to September 30, 2024, the Purchaser and its Subsidiaries have conducted businesses only in the Ordinary Course.

(o) Subsequent to September 30, 2024, there has not been any Material Adverse Effect and there has been no event or occurrence that would reasonably be expected to result in a Material Adverse Effect.

(p) The auditor of the Purchaser is an independent public accountant as required by Applicable Canadian Securities Laws and there is not now, and there has never been, any "reportable event" (as defined in NI 51-102) with the present or any former auditor of the Purchaser.

(q) The Purchaser is authorized to issue an unlimited number of Purchaser Shares of which, as of the date of this Agreement, there are 229,060,439 Purchaser Shares issued and outstanding as fully paid and non-assessable shares.

(r) Subco is authorized to issue an unlimited number of Subco Shares of which, as of the date of this Agreement, there is one Subco Shares issued and outstanding as fully paid and non-assessable shares.

(s) Other than as disclosed in the Purchaser Disclosure Letter, there are no convertible securities or other rights, shareholder rights plans, agreements or commitments of any character whatsoever (pre-emptive, contingent or otherwise) requiring or which may

require the issuance, sale or transfer by the Purchaser of any of securities of the Purchaser (including the Purchaser Shares) or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to subscribe for or acquire, any securities of or other equity or voting interests in the Purchaser (including the Purchaser Shares).

(t) Other than as disclosed in the Purchaser Disclosure Letter, Subco and the Purchaser Subsidiaries are the only subsidiaries of the Purchaser. Other than as disclosed in the Purchaser Disclosure Letter, the Purchaser does not beneficially own or exercise control or direction over 10% or more of the outstanding voting shares of any company that holds any assets or conducts any operations other than Subco and the Purchaser Subsidiaries and the Purchaser beneficially owns, directly or indirectly, all of the issued and outstanding shares in the capital of Subco and the Purchaser Subsidiaries, all of such shares are free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands of any kind whatsoever, all of such shares have been duly authorized and are validly issued and are outstanding as fully paid and non-assessable shares and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase from the Purchaser of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of any of Subco or the Purchaser Subsidiaries or any other security convertible into or exchangeable for any such shares.

(u) Purchaser is in compliance in all material respects with all its disclosure obligations under the Canadian Securities Laws of the Purchaser Reporting Provinces. The Purchaser Public Records are, as of the date thereof, in compliance in all material respects with the Canadian Securities Laws of the Purchaser Reporting Provinces and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and such documents collectively constitute full, true and plain disclosure of all material facts relating to the Purchaser and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, as of the date thereof. There is no fact known to the Purchaser which the Purchaser has not publicly disclosed which results in a Material Adverse Effect, or so far as the Purchaser can reasonably foresee, will have a Material Adverse Effect or materially adversely affect the ability of the Purchaser to perform its obligations under this Agreement.

(v) The Purchaser and its Subsidiaries and, to the Purchaser's knowledge, the directors, officers and promoters of the Purchaser and its Subsidiaries, respectively, have conducted and are conducting the Purchaser's and its Subsidiaries' respective businesses in compliance in all material respects with all applicable laws, regulations and statutes in the jurisdictions in which they carry on business and which would reasonably be expected to materially affect the Purchaser or any of its Subsidiaries, taken as a whole.

(w) The Purchaser and each of its Subsidiaries has obtained and is in compliance in all material respects with all material Permits required by applicable Laws, necessary to conduct its current business as now being conducted, except where such non-compliance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and all such Permits have been provided to the Company. To the knowledge of the Purchaser, there are no facts, events or circumstances that would reasonably be expected to result in a failure to obtain or be in compliance with such material Permits as are

necessary to conduct its business as it is currently being conducted as set forth in the Purchaser Public Record.

(x)

(i) The Purchaser Properties are accurately described in the Purchaser Public Record.

(ii) Except as disclosed in Schedule (x) of the Purchaser Disclosure Letter, the Purchaser Public Record discloses all material real and immoveable property legally or beneficially owned, licensed, or leased by the Purchaser or its Subsidiaries, or in respect of which the Purchaser or its Subsidiaries enjoy the benefit of rights of way, surface rights, easements and permits for the use of real and immoveable property, and there is no other real and immoveable property in respect of which the Purchaser or its Subsidiaries has any interest.

(iii) Except as disclosed in Schedule (x) of the Purchaser Disclosure Letter, the Concessions relating to the Purchaser Properties, are the only mining concessions, claims, leases, licenses, permits or other rights that are required to conduct the activities of the Purchaser or its Subsidiaries as currently conducted.

(iv) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, each Concession relating to the Purchaser Properties is in full force and effect and in good standing. The interests of the Purchaser or its Subsidiaries in each Concession relating to the Purchaser Properties is held free and clear of all Liens. The Purchaser Public Record accurately describes, in all material respects: (A) the interests of the Purchaser and its Subsidiaries in each of the material Concessions relating to the Purchaser Properties; (B) the agreement or document pursuant to which the Purchaser or its Subsidiaries holds its interest in each material Concession relating to the Purchaser Properties. The Purchaser or its Subsidiaries are lawfully authorized to hold its interest in the material Concessions relating to the Purchaser Properties.

(v) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect and except as disclosed in Schedule (x)(v) of the Purchaser Disclosure Letter:

(A) each Concession relating to the Purchaser Properties comprises a valid and subsisting mineral claim, license or lease in each case in all material respects, and the Purchaser or its applicable Subsidiary enjoys legally enforceable access over and to the Purchaser Properties and the Concessions relating to the Purchaser Properties as may be required to conduct the activities of the Purchaser or its subsidiaries as currently conducted;

(B) any and all assessment work required to be performed and filed in respect of the Purchaser Properties or under the Concessions relating to the Purchaser Properties has been performed and filed;

(C) any and all Taxes and other payments required to be paid in respect of the Purchaser Properties and the Concessions relating to the Purchaser

Properties and all rental or royalty payments required to be paid in respect of the Concessions relating to the Purchaser Properties have been paid;

(D) any and all filings required to be filed in respect of the Purchaser Properties and the Concessions relating to the Purchaser Properties have been filed;

(E) the Purchaser or its Subsidiaries have the exclusive right to deal with the Purchaser Properties and the Concessions relating to the Purchaser Properties;

(F) no other person has any material right, title or interest in the Purchaser Properties or the Concessions relating to the Purchaser Properties or any right to acquire any such right, title or interest;

(G) there are no back-in rights, joint venture or partnership rights, earn-in rights, rights of first refusal, trust provisions, beneficial ownership rights, royalty rights or similar provisions which would materially affect the Purchaser's or any of its Subsidiaries' interests in the Purchaser Properties or the Concessions relating to the Purchaser Properties; and

(H) neither the Purchaser nor any of its Subsidiaries have received any notice, whether written or oral from any Governmental Entity or any person with jurisdiction or applicable authority of any revocation or intention to revoke the Purchaser's or any of its Subsidiaries' interests in the Purchaser Properties or the Concessions relating to the Purchaser Properties.

(vi) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, all work and activities carried out on the Purchaser Properties and the Concessions relating to the Purchaser Properties by the Purchaser or its Subsidiaries or, to the knowledge of the Purchaser, by any other person appointed by the Purchaser or any of its Subsidiaries have been carried out in all material respects in compliance with all applicable Laws, and neither the Purchaser nor any of its Subsidiaries has, and to the knowledge of the Purchaser no other person has, received any notice of any material breach of any such applicable Laws.

(y) The estimated proven and probable mineral reserves and estimated indicated, measured and inferred mineral resources disclosed in the Purchaser Public Record have been prepared and disclosed in all material respects in accordance with all applicable Laws, including Securities Laws and NI 43-101. The information provided by the Purchaser to the Qualified Persons in connection with the preparation of such estimates was complete and accurate at the time such information was furnished. There has been no material reduction in the aggregate amount of estimated mineral reserves or estimated mineral resources of the Purchaser and its Subsidiaries, taken as a whole, from the amounts disclosed in the Purchaser Public Record (except as a result of mining operations in the ordinary course of business) nor has there been a change in any economic assumptions upon which such mineral reserves are based.

(z)

(i) All royalties, overriding royalty interests, production payments, net profits and interest burdens, and all material rentals, payments and obligations due and payable, or performable, as the case may be, on or prior to the date hereof under, with respect to, or on account of, any direct or indirect assets of the Purchaser or any of its Subsidiaries, have been: (A) duly paid; (B) duly performed; or (C) provided for prior for the date hereof.

(ii) All material costs, expenses, and liabilities payable on or prior to the date hereof under the terms of any contracts and agreements to which the Purchaser or any of its Subsidiaries is directly or indirectly bound are being or have been properly and timely paid in the ordinary course of business.

(aa) No material property or asset of the Purchaser or its Subsidiaries has been taken or expropriated by any Governmental Entity in the previous five years nor has any notice or proceeding in respect thereof been given or commenced that remains outstanding nor, to the knowledge of the Purchaser, is there any intent or proposal to give any such notice or to commence any such proceeding.

(bb) Each of the Purchaser and its Subsidiaries and their respective businesses and operations:

(i) in material compliance with all Environmental Laws and all terms and conditions of all Environmental Permits;

(ii) has not received any order, request or notice from any person alleging a violation of any Environmental Law;

(iii) (A) is not a party to any litigation or administrative proceeding, nor is any litigation or administrative proceeding threatened against it or its property or assets, which in either case (1) asserts or alleges that it violated any Environmental Laws, (2) asserts or alleges that it is required to clean up, remove or take remedial or other response action due to the Release of any Hazardous Substances, or (3) asserts or alleges that it is required to pay all or a portion of the cost of any past, present or future cleanup, removal or remedial or other response action which arises out of or is related to the Release of any Hazardous Substances, and (B) is not subject to any judgment, decree, order or citation related to or arising out of applicable Environmental Law and has not been named or listed as a potentially responsible party by any Governmental Entity in a matter arising under any Environmental Laws; and

(iv) is not involved in remediation, reclamation or other environmental operations and does not know of any facts, circumstances or conditions, including any Release of Hazardous Substance, that would reasonably be expected to result in any Environmental Liabilities,

except, in each case, as disclosed in the Purchaser Public Record or where it would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(cc) Neither the Purchaser nor any of the Purchaser Subsidiaries nor, to the knowledge of the Purchaser, any director, officer, agent, employee or other person associated with or acting

on behalf of the Purchaser or any of its Subsidiaries, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of the *Corruption of Foreign Officials Act* (Canada) or the *Foreign Corrupt Practices Act* (United States), or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(dd) The operations of the Purchaser and the Purchaser Subsidiaries are and have been conducted, at all times, in material compliance with all applicable Anti-Money Laundering Laws, and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Purchaser or any of the Purchaser Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to knowledge of the Purchaser, threatened.

(ee) The Purchaser and each Purchaser Subsidiary, their respective directors, officers or employees, and, to the knowledge of the Purchaser their respective agents and other third parties that act for or on behalf of the Purchaser or any Purchaser Subsidiary, are not Sanctioned Persons. None of the Purchaser or any Purchaser Subsidiary is or has within the applicable statute of limitations period engaged in direct or indirect dealings or transactions with any Sanctioned Person or in any Sanctioned Country in violation of applicable Sanctions Law, has within the applicable statute of limitations period violated, or knowingly engaged in any conduct that would reasonably be expected to result in the Purchaser or any Purchaser Subsidiary being designated as a Sanctioned Person, or has been the subject of an investigation or allegation of such a violation. Notwithstanding anything in this Agreement, the representations, warranties and covenants in this Agreement shall not apply to the Purchaser or any Purchaser Subsidiary, or to any director, trustee, officer, agent or employee of any of the foregoing, to the extent that they would result in a violation of or conflict with the *Foreign Extraterritorial Measures (United States) Order, 1992* (Canada), or any similar applicable anti-boycott law or regulation.

(ff) The Purchaser or a Purchaser Subsidiary owns or possesses adequate enforceable rights to use all Intellectual Property used or proposed to be used in the conduct of the business thereof. No proceedings have been settled, are in progress or to the Purchaser's knowledge, are threatened, that challenge the validity or ownership or use by the Purchaser or any Purchaser Subsidiary of any Intellectual Property owned or used by the Purchaser or the Purchaser Subsidiary. The Purchaser does not have any knowledge of the infringing use of any of such Intellectual Property or the infringement of any of such Intellectual Property by any other Person, and neither the Purchaser nor any Purchaser Subsidiary has received any notice of conflict with the asserted rights of others.

(gg) The Purchaser maintains customary commercial general liability insurance and all of the policies in respect of such insurance are in amounts and on terms that in the view of the Purchaser's management are reasonable for companies of a similar size operating in the mining industry and are in good standing in all material respects and not in default in any material respect.

(hh) The Purchaser is a taxable Canadian corporation for purposes of the Tax Act.

(ii) The Purchaser and each of its Subsidiaries has filed in a timely manner all necessary tax returns and notices that are due and has paid all applicable taxes of whatsoever nature for

all tax years prior to the date hereof to the extent that such taxes have become due or have been alleged to be due and none of the Purchaser or any of its Subsidiaries is aware of any tax deficiencies or interest or penalties accrued or accruing, or alleged to be accrued or accruing, thereon where, in any of the above cases, it might reasonably be expected to have a Material Adverse Effect and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by any of them or the payment of any material tax, governmental charge, penalty, interest or fine against any of them. There are no material actions, suits, proceedings, investigations or claims now threatened or, to the knowledge of the Purchaser, pending against the Purchaser or any of its Subsidiaries which could result in a material liability in respect of taxes, charges or levies of any governmental authority, penalties, interest, fines, assessments or reassessments or any matters under discussion with any governmental authority relating to taxes, governmental charges, penalties, interest, fines, assessments or reassessments asserted by any such authority and the Purchaser and each of its Subsidiaries has withheld (where applicable) from each payment to each of the present and former officers, directors, employees and consultants thereof the amount of all taxes and other amounts, including, but not limited to, income tax and other deductions, required to be withheld therefrom, and has paid the same or will pay the same when due to the proper tax or other receiving authority within the time required under applicable tax legislation.

(jj) There is no person acting or purporting to act at the request or on behalf of the Purchaser that is entitled to any brokerage or finder's fee in connection with the transactions contemplated by this Agreement.

SCHEDULE "B"
LETTER OF TRANSMITTAL

[see attached]

LETTER OF TRANSMITTAL
WITH RESPECT TO THE COMMON SHARES OF
SOUTH ATLANTIC GOLD INC.

This Letter of Transmittal is for use by registered holders ("**South Atlantic Shareholders**") of common shares (the "**South Atlantic Shares**") of South Atlantic Gold Inc. ("**South Atlantic**") in connection with the proposed amalgamation of South Atlantic and 1529317 B.C. Ltd. (the "**Amalgamation**") resulting in the indirect acquisition of all of the outstanding South Atlantic Shares by ValOre Metals Corp. ("**ValOre**"), which is to be considered at the annual general and special meeting of South Atlantic Shareholders to be held on June 13, 2025, or any adjournment(s) or postponement(s) thereof (the "**Meeting**").

South Atlantic Shareholders are referred to the Notice of Annual General and Special Meeting and Management Information Circular (the "**Circular**") dated May 13, 2025 prepared in connection with the Meeting that accompanies this Letter of Transmittal. The terms and conditions of the Amalgamation are incorporated by reference in this Letter of Transmittal and capitalized terms used but not defined in this Letter of Transmittal that are defined in the Circular have the meaning set out in the Circular. You should carefully review the Circular in its entirety.

ENDEAVOR TRUST CORPORATION (THE "DEPOSITARY")
(SEE BELOW FOR ADDRESS AND TELEPHONE NUMBER)
OR YOUR BROKER OR OTHER FINANCIAL ADVISOR WILL BE ABLE
TO ASSIST YOU IN COMPLETING THIS LETTER OF TRANSMITTAL

This Letter of Transmittal is for use by South Atlantic Shareholders only and is not to be used by beneficial holders of South Atlantic Shares ("Beneficial Shareholders"). A Beneficial Shareholder does not have South Atlantic Shares registered in its name; rather, such South Atlantic Shares are held by a broker, investment dealer, bank, trust company, nominee or other intermediary (each, an "Intermediary") through which the Beneficial Shareholder purchased the shares or in the name of a clearing agency (such as CDS Clearing and Depository Services Inc.) of which the Intermediary is a participant. If you are a Beneficial Shareholder, you should contact your Intermediary for instructions and assistance in receiving the ValOre Shares (as defined below) for such South Atlantic Shares owned.

On the Effective Date, all right, title and interest of the South Atlantic Shareholders in the South Atlantic Shares will be transferred to ValOre and the South Atlantic Shareholders (other than Dissenting Shareholders) who have properly completed, duly executed and delivered this Letter of Transmittal and all other required documents to the Depositary will receive, in exchange for each of their South Atlantic Shares, that number of ValOre Shares equal to the Exchange Ratio (as defined in the Amalgamation Agreement), all as set forth in further detail in the Circular. Subject to the approval of the Amalgamation by the South Atlantic Shareholders and certain other conditions described in the Circular, the Effective Date is anticipated to be shortly after the Meeting. See the Circular for details.

In no event shall any South Atlantic Shareholder be entitled to receive a fractional ValOre Share in connection with the Amalgamation. Where the aggregate number of ValOre Shares to be issued to a South Atlantic Shareholder under the Amalgamation would result in a fraction of a ValOre Share being issuable, the number of ValOre Shares to be received by such South Atlantic Shareholder shall be rounded down to the nearest whole ValOre Share, without any additional compensation.

In order for South Atlantic Shareholders to receive ValOre Shares for their South Atlantic Shares, South Atlantic Shareholders are required to deposit the certificate(s) and/or Direct Registration System advice(s) (each, a "**DRS Advice**") representing the South Atlantic Shares held by them with the Depositary. This Letter of Transmittal properly completed and duly executed, together with all other required documents, must accompany all certificate(s) and/or DRS Advice(s) for South Atlantic Shares deposited for ValOre Shares (the "**Deposited Shares**") pursuant to the Amalgamation.

Whether or not the undersigned delivers the required documentation to the Depositary, as of the

Effective Time, the undersigned will cease to be a holder of South Atlantic Shares and, subject to the ultimate expiry deadline identified below, will only be entitled to receive the ValOre Shares to which the undersigned is entitled under the Amalgamation. REGISTERED SHAREHOLDERS WHO DO NOT DELIVER CERTIFICATES AND/OR DRS ADVICES REPRESENTING THEIR SOUTH ATLANTIC SHARES AND ALL OTHER REQUIRED DOCUMENTS TO THE DEPOSITARY ON OR BEFORE THE DAY THAT IS SIX YEARS FROM THE EFFECTIVE DATE WILL LOSE THEIR RIGHT TO RECEIVE ANY CONSIDERATION FOR THEIR SOUTH ATLANTIC SHARES AND ANY CLAIM OR INTEREST OF ANY KIND OR NATURE AGAINST VALORE, SUBCO, SOUTH ATLANTIC OR THE DEPOSITARY.

Delivery of this Letter of Transmittal to an address other than as set forth herein will not constitute a valid delivery. If South Atlantic Shares are registered in different names, a separate Letter of Transmittal must be submitted for each different registered owner.

Please note that the delivery of this Letter of Transmittal, together with your South Atlantic Share certificate(s) and/or DRS Advice(s), does not constitute a vote in favour of the Amalgamation. To exercise your right to vote at the Meeting you must attend the Meeting in person or complete and return the form of proxy that accompanied the Circular to South Atlantic's transfer agent and registrar, Computershare Investor Services Inc. (the "Transfer Agent"), all in accordance with the directions set forth in the Circular.

DIRECTION

TO: **ENDEAVOR TRUST CORPORATION at the office set out herein**
AND TO: **SOUTH ATLANTIC GOLD INC.**
AND TO: **VALORE METALS CORP.**

In connection with the Amalgamation being considered for approval at the Meeting, the undersigned hereby deposits with the Depositary the enclosed certificate(s) and/or DRS Advice(s) representing the Deposited Shares, details of which are as follows:

Certificate Number(s) or DRS Advice Account Number(s)	Name(s) of Registered Shareholder [*Please fill in exactly as name(s) appear(s) on certificate(s) or DRS Advice(s)*]	Number of South Atlantic Shares
	TOTAL	

(Please print or type. If space is insufficient, please attach a list to this Letter of Transmittal in the above form.)

□ Check here if some or all of your South Atlantic Share certificate(s) have been lost, stolen or destroyed. Please review Instruction 6 for the procedure to replace lost, stolen or destroyed certificates.

REPRESENTATIONS AND WARRANTIES

The undersigned hereby represents and warrants to South Atlantic, the Depositary and ValOre that:

- the undersigned is the registered owner of the Deposited Shares and has full power and authority to deposit, sell, assign and transfer such Deposited Shares and has not sold, assigned or transferred or agreed to sell, assign or transfer any of such Deposited Shares, or any interest therein, to any other person;
- the undersigned, or the person on whose behalf the Deposited Shares are being deposited, has good title to and is the beneficial owner of the Deposited Shares, free and clear of all liens, restrictions, charges, encumbrances, claims and rights of others;
- the undersigned has the full power and authority to execute and deliver this Letter of Transmittal and all information inserted into this Letter of Transmittal by the undersigned is complete and accurate;
- the delivery of South Atlantic Shares by the undersigned under this Letter of Transmittal does not violate any laws applicable to the undersigned; and
- unless the undersigned shall have revoked this Letter of Transmittal by notice in writing given to the Depositary prior to the Effective Date, the undersigned will not, prior to such time, transfer or permit to be transferred any of its South Atlantic Shares or any of its interest therein.

The above-listed share certificate(s) and/or DRS Advice(s) are hereby surrendered in exchange for certificate(s) and/or DRS Advice(s) representing ValOre Shares based on the Exchange Ratio (no fractional ValOre Shares shall be issued).

South Atlantic Shareholders who do not deliver their certificate(s) and/or DRS Advice(s) representing South Atlantic Shares and all other documents required by the Depositary on or before the sixth anniversary of the Effective Date shall lose their right to receive ValOre Shares and will not be paid any cash or other compensation.

The undersigned hereby covenants to execute, upon request, any additional documents, transfers and other assurances as may be necessary or desirable to complete the deposit of the Deposited Shares.

The undersigned revokes any and all authority, other than as granted in this Letter of Transmittal, whether as agent, attorney-in-fact, attorney, proxy or otherwise, previously conferred or agreed to be conferred by the undersigned at any time with respect to the South Atlantic Shares being transmitted. No subsequent authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise, will be granted with respect to the transmitted South Atlantic Shares.

If the Amalgamation is not completed or proceeded with, the enclosed certificate(s) and/or DRS Advice(s) in respect of the Deposited Shares and all other ancillary documents will be returned forthwith to the undersigned at the address set out below or, if no instructions are given, to the address if any, of the undersigned as appears on the share register maintained by the Transfer Agent.

Each authority conferred or agreed to be conferred by the undersigned in this Letter of Transmittal shall survive the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

By reason of the use by the undersigned of an English language Letter of Transmittal, the undersigned and each of you shall be deemed to have required that any contract in connection with the delivery of the ValOre Shares pursuant to the Amalgamation through this Letter of Transmittal, as well as all documents related thereto, be drawn exclusively in the English language. En raison de l'utilisation d'une lettre d'envoi en langue anglaise par le soussigné, le soussigné et les destinataires sont présumés avoir requis que tout contrat attesté par ceci et son acceptation au moyen de la présente letter d'envoi, de même que tous les documents qui s'y rapportent, soient rédigés exclusivement en langue anglaise.

BOX A – REGISTRATION AND DELIVERY INSTRUCTIONS

Issue the ValOre Shares in the name of:

Name: _____

Address: _____

_____

Postal/Zip Code: _____

Telephone No.: _____

Email Address:(1) _____

□ Share Certificate

□ DRS Advice

BOX B – SPECIAL DELIVERY INSTRUCTIONS:(2)

To be completed ONLY if the ValOre Shares to which the undersigned is entitled pursuant to the Amalgamation are to be sent to someone other than the person shown in Box A or to an address other than the address shown in Box A.

Name: _____

Address: _____

_____

Postal/Zip Code: _____

Telephone No.: _____

Email Address: _____

Notes:

(1) If an email address is provided, the Depositary will email the new DRS Advice(s) to the email address provided above and the DRS Advice(s) will not be mailed.

(2) If this name or address is different from your registration, please provide supporting transfer requirements (see Instruction 2)

BOX C – SPECIAL PICK-UP INSTRUCTIONS

☐ Mark here if the share certificate or DRS Advice representing the ValOre Shares issuable in exchange for the South Atlantic Shares (in accordance with the issuance instructions provided in Box A above) is to be held for pick-up at the office of the Depositary where the Letter of Transmittal is deposited.

BOX D – SIGNATURE GUARANTEE

Signature guaranteed by
(if required under Instruction 3):

_____
Authorized Signature

_____
Name of Guarantor *(please print or type)*

_____
Address *(please print or type)*

_____
Area Code and Telephone Number

BOX E – SIGNATURE

Dated: _____

_____
(Signature of South Atlantic Shareholder or authorized representative)

_____
(Street Address and Number)

_____
(Signature of any joint holder)

_____
(Name of South Atlantic Shareholder)

_____
(Name of authorized representative)

NOTE: The instructions on the following pages should be read carefully before completing this Letter of Transmittal. The Depositary (see below for address and telephone number) or your broker or other financial advisor will be able to assist you in completing this Letter of Transmittal.

INSTRUCTIONS

1. Use of Letter of Transmittal

(a) South Atlantic Shareholders should read the accompanying Circular prior to completing this Letter of Transmittal.

(b) This Letter of Transmittal duly completed and signed (or an originally signed facsimile copy thereof) together with accompanying certificate(s) and/or DRS Advice(s) representing the South Atlantic Shares and all other required documents must be sent or delivered to the Depositary at the address set out on the back of this Letter of Transmittal.

(c) The method used to deliver this Letter of Transmittal and any accompanying certificate(s) and/or DRS Advice(s) representing South Atlantic Shares and all other required documents is at the option and risk of the South Atlantic Shareholder, and delivery will be deemed effective only when such documents are actually received by the Depositary. South Atlantic recommends that the necessary documentation be hand delivered to the Depositary at the address set out on the back of this Letter of Transmittal, and a receipt obtained; otherwise, the use of registered mail with return receipt requested, properly insured, is recommended. South Atlantic Shareholders whose South Atlantic Shares are registered in the name of an Intermediary, such as a broker, investment dealer, bank, trust company or other nominee should contact that nominee for assistance in depositing those South Atlantic Shares. Delivery to an address other than to the specified address does not constitute delivery for this purpose.

(d) ValOre reserves the right if it so elects in its absolute discretion to instruct the Depositary to waive any defect or irregularity contained in any Letter of Transmittal received by it.

2. Signatures

(a) This Letter of Transmittal must be completed and signed by the holder of South Atlantic Shares or by such holder's duly authorized representative.

(b) If this Letter of Transmittal is signed by the registered owner(s) of the accompanying certificate(s) and/or DRS Advice(s), such signature(s) on this Letter of Transmittal must correspond with the name(s) as registered or as written on the face of such certificate(s) and/or DRS Advice(s) without any change whatsoever, and the certificate(s) and/or DRS Advice(s) need not be endorsed. If such deposited certificate(s) and/or DRS Advice(s) are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

(c) If this Letter of Transmittal is signed by a person other than the registered owner(s) of the accompanying certificate(s) and/or DRS Advice(s) or certificate(s) and/or DRS Advice(s) representing ValOre Shares are to be issued to a person other than the registered owner(s):

(i) such deposited certificate(s) and/or DRS Advice(s) must be endorsed or be accompanied by an appropriate share transfer power of attorney duly and properly completed by the registered owner(s); and

(ii) the signature(s) on such endorsement or share transfer power of attorney must correspond exactly to the name(s) of the registered owner(s) as registered or as appearing on the certificate(s) and/or DRS Advice(s) and must be guaranteed as noted in paragraph 3 below of these Instructions.

3. Guarantee of Signatures

If this Letter of Transmittal is signed by a person other than the registered owner(s) of the South Atlantic Shares, or if the Amalgamation is not completed and the accompanying certificate(s) and/or DRS Advice(s) are to be returned to a person other than such registered owner(s), or sent to an address other than the address of the registered owner(s) as shown on the registers of the Transfer Agent, or if the ValOre Shares are to be issued in a name other than the registered owner(s), such signature must be guaranteed by an Eligible Institution (see below), or in some other manner satisfactory to the Depositary (except that no guarantee is required if the signature is that of an Eligible Institution).

An "Eligible Institution" means a Canadian Schedule I chartered bank, a member of the Securities Transfer Association Medallion Program (STAMP), a member of the Stock Exchange Medallion Program (SEMP) or a member of the New York Stock Exchange, Inc. Medallion Signature Program (MSP). Members of these programs are usually members of a recognized stock exchange in Canada or the United States, members of the Investment Industry Regulatory Organization of Canada, members of the Financial Industry Regulatory Authority, Inc. or banks and trust companies in the United States.

4. Fiduciaries, Representatives and Authorizations

Where this Letter of Transmittal is executed by a person as an executor, administrator, trustee or guardian, or on behalf of a corporation, partnership or association or is executed by any other person acting in a representative capacity, this Letter of Transmittal must be accompanied by satisfactory evidence of the authority to act. ValOre or the Depositary, at their discretion, may require additional evidence of authority or additional documentation.

5. Delivery Instructions

All certificate(s) and/or DRS Advice(s) to be issued in exchange for the Deposited Shares will be issued in the name of the person indicated in Box A and delivered to the address indicated in Box A (unless another name and/or address has been provided in Box B). If any certificate(s) and/or DRS Advice(s) are to be held for pick-up at the offices of the Depositary, complete Box C. If neither Box A nor Box B is completed, any new certificate(s) and/or DRS Advice(s) issued in exchange for the Deposited Shares will be issued in the name of the registered holder of the Deposited Shares and, unless Box C is completed, will be mailed to the address of the registered holder of the Deposited Shares as it appears

on the register of South Atlantic. Any certificate(s) and/or DRS Advice(s) mailed in accordance with this Letter of Transmittal will be deemed to be delivered at the time of mailing.

6. Lost Certificates

If a certificate representing South Atlantic Shares has been lost, stolen or destroyed, this Letter of Transmittal should be completed as fully as possible and forwarded, together with a letter describing the loss, theft or destruction, to the Depositary. The Depositary and/or the Transfer Agent will respond with replacement requirements (which may include bonding requirement) for payment of the consideration in accordance with the Amalgamation. If a certificate representing South Atlantic Shares has been lost, stolen or destroyed, the foregoing action must be taken sufficiently in advance of the sixth anniversary of the Effective Date in order to satisfy the replacement requirements in sufficient time to permit the South Atlantic Shares to be deposited with the Depositary at or prior to the sixth anniversary of the Effective Date.

7. Return of Certificates and/or DRS Advices

If the Amalgamation does not proceed for any reason, any certificate(s) and/or DRS Advice(s) for South Atlantic Shares received by the Depositary will be returned to you forthwith in accordance with the delivery instructions given pursuant to Box A, Box B or Box C, as applicable, or failing such address being specified, to the undersigned at the last address of the undersigned as it appears on the securities register of South Atlantic.

8. Direct Registration System

ValOre Shares to be issued pursuant to the Amalgamation may be issued, at the election of the undersigned in Box A of this Letter of Transmittal, in the Direct Registration System, or DRS. The DRS is a system that allows you to hold your ValOre Shares in "book-entry" form without having a physical share certificate issued as evidence of ownership. Instead, your ValOre Shares will be held in your name and registered electronically in ValOre's records, which will be maintained by its transfer agent, Endeavor Trust Corporation. The DRS eliminates the need for shareholders to safeguard and store certificates, it avoids the significant cost of a surety bond for the replacement of, and the effort involved in replacing, physical certificate(s) that might be lost, stolen or destroyed and it permits/enables electronic share transactions.

Upon completion of the Amalgamation you will receive an initial DRS Advice acknowledging the number of ValOre Shares you hold in your DRS account. Each time you have any movement of ValOre Shares into or out of your DRS account, you will be mailed an updated DRS Advice. You may request a DRS Advice at any time by contacting ValOre's transfer agent, Endeavor Trust Corporation.

No charge will be made for one new replacement certificate or DRS Statement. If a certificate is being requested, the holder must bear the cost for the delivery of such certificate. Where more than one certificate is requested, a charge of $20 (plus GST) will be levied for each additional certificate to the holder.

You may request a share certificate for all or a portion of the ValOre Shares held in your DRS account at any time. Simply contact the VaOre's transfer agent, Endeavor Trust Corporation, with your request. A share certificate for the requested number of ValOre Shares will be sent to you by first class mail upon receipt of your instructions, at no cost to you.

For more information about DRS, please contact Endeavor Trust Corporation at 1-604-559-8880 or you can email Endeavor Trust Corporation at admin@endeavortrust.com.

9. Miscellaneous

(a) If the space on this Letter of Transmittal is insufficient to list all certificates or DRS Advices for South Atlantic Shares, additional certificate numbers or DRS Advice account numbers and number of South Atlantic Shares may be included on a separate signed list affixed to this Letter of Transmittal.

(b) If South Atlantic Shares are registered in different forms (e.g., "John Doe" and "J. Doe") a separate Letter of Transmittal should be signed for each different registration.

(c) No alternative, conditional or contingent deposits of South Atlantic Shares will be accepted and no fractional ValOre Shares will be issued. Additional copies of the Letter of Transmittal may be obtained from the Depositary at the address set out on the back of this Letter of Transmittal.

(d) This Letter of Transmittal will be construed in accordance with and governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.

(e) Before completing this Letter of Transmittal, you are urged to read the accompanying Circular and discuss any questions with financial, legal and/or tax advisors.

10. Privacy Notice

Endeavor Trust Corporation, the Depositary, is committed to protecting your personal information. In the course of providing services to you and its corporate clients, the Depositary receives non-public personal information about you – from transactions they perform for you, forms you send to them, other communications they have with you or your representatives, etc. This information could include your name, address, social insurance number, securities holdings and other financial information. The Depositary uses this to administer your account, to better serve your and its clients' needs and for other lawful purposes relating to its services. Some of your information may be transferred to servicers in the U.S.A. for data processing and/or storage. Endeavor will use the information you are providing in order to process your request and will treat your signature(s) as your consent to us so doing.

SCHEDULE "C"
FEE SCHEDULE

Endeavor Trust Corporation	
Fee Schedule	
Depository Agreement	$3,500
Any Processing/Certificate Exchange	Hourly ($150/hour)
Certificates/DRS Advice	$20 each
Courier/Postage Cost	Reimbursement
Lost Securities Bond	Paid by shareholder to insurance company
All fees are subject to applicable taxes.	