

**SHARE EXCHANGE AGREEMENT RESPECTING PURCHASE OF 1521158 B.C. LTD. BY KERMODE  
RESOURCES LTD.**

**February 27, 2025**

## SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (this “Agreement”) is made effective as of the 27 day of February, 2025 (the “Effective Date”).

AMONG:

1521158 B.C. LTD., a company incorporated under the laws of the Province of British Columbia, having an office at [REDACTED]

(the “Company”)

AND:

1407535 ONTARIO LIMITED, a corporation having an address [REDACTED]

(“1407”)

AND:

1163643 B.C. LTD., a corporation having an address at [REDACTED]

(“1163”)

AND:

GOLD FUNNEL CONSULTING & INVESTING INC., a corporation having an address at [REDACTED]

(“Gold”)

AND:

CASTELLO Q DEVELOPMENT CORPORATION, a corporation having an address at [REDACTED]

(“Castello”)

AND:

2653438 ONTARIO INC., a corporation having an address at [REDACTED]

(“2653”)

AND:

1510906 B.C. LTD., a corporation having an address at [REDACTED]

("1510", and together with 1407, 1163, Gold, Castello and 2653, the "**Vendors**" and each a "**Vendor**")

**AND:**

**KERMODE RESOURCES LTD.**, a company incorporated under the laws of the Province of British Columbia, having an office at [REDACTED]

(the "**Purchaser**")

**WHEREAS:**

- A.** The Vendors legally and beneficially own the issued and outstanding class A voting shares in the capital of the Company in the amounts set out in Schedule A attached hereto (the "**Shares**") representing 100% of the issued and outstanding shares of the Company;
- B.** The Vendors wish to sell the Shares to the Purchaser and the Purchaser wishes to purchase the Shares from the Vendors; and
- C.** The Vendors and Purchaser wish to enter into this Agreement to set forth the terms and conditions upon which the purchase and sale of the Shares will take place.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. DEFINITIONS**

1.1 Definitions. For the purposes of this Agreement and the recitals and any schedules hereto, unless the context otherwise requires, the following words and phrases will have the meanings hereinafter ascribed to them:

- (a) "**Agreement**" means this Agreement including the recitals and schedules hereto, as amended and supplemented;
- (b) "**Approvals**" means any and all approvals, orders, consents, filings, licences and permits required by any applicable law, rule, regulation, order, decree, statute or otherwise, including all court, securities, regulatory, shareholder and stock exchange approvals;
- (c) "**BCBCA**" means the British Columbia *Business Corporations Act*, as amended;
- (d) "**Business Day**" means any day on which commercial banking institutions in Vancouver, British Columbia are open for the transaction of business other than Saturday, Sunday or any day which is a legal holiday in Vancouver, British Columbia;
- (e) "**Closing**" has the meaning set out in section 5.1 hereof;
- (f) "**Closing Date**" means within forty (40) business days of execution of this Agreement or such other date as the parties may agree;

- (g) **"Claims"** means the mining claims held by Brendan Stasiewicz in trust for the Company as more particularly described in Schedule "B" hereto;
- (h) **"Consideration Shares"** means 15,000,000 common shares without par value in the capital of the Purchaser at a deemed price of \$0.01 per share;
- (i) **"Constating Documents"** means the Notice of Articles, the Articles, the Articles of Arrangement, the Articles of Continuance or the Articles of Amalgamation pursuant to which a corporation is incorporated, arranged, continued or amalgamated, as the case may be, together with any amendments thereto, the by-laws of such corporation, any special rights and restrictions associated with any class of shares and any shareholders' agreement which has been executed by such corporation and which governs in whole or in part such corporation's affairs;
- (j) **"Encumbrance"** means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered) and includes a security interest, mortgage, easement, adverse ownership interest, defect on title, condition, right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, lien, hypothec, pledge, deposit by way of security, hypothecation, assignment, charge, security under section 426 or section 427 of *the Bank Act* (Canada), trust or deemed trust, voting trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive license or sole license, or any other right, option or claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof;
- (k) **"Governmental Authority"** means any federal, provincial, state, municipal, county or regional governmental or quasi-governmental authority, domestic or foreign, and bureau, board, administrative or other agency or regulatory body or instrumentality thereof;
- (l) **"Person"** means and includes an individual, a partnership, a corporation, a joint venture, a trust, an unincorporated association or other entity or government or any agency or political subdivision thereof;
- (m) **"Shares"** means all of the issued and outstanding shares in the capital of the Company;
- (n) **"Taxes"** means all income, franchise, business, property, sales, use, value added, withholding, excise, alternate minimum capital and other taxes required to be reported upon or paid to any domestic or foreign jurisdiction and all interest and penalties thereon; and
- (o) **"TSXV"** means the TSX Venture Exchange.

1.2 Schedules. The following Schedules are attached hereto and form a part hereof:

| <u>Schedule</u> | <u>Subject</u> |
|-----------------|----------------|
| "A"             | Vendors        |
| "B"             | Claims         |

## **2. PURCHASE AND SALE OF THE SHARES**

- 2.1 Purchase and Sale. Subject to the terms and conditions set forth herein, as of the moment the conditions precedent set out in section 6 are fully completed, at the Closing, the Vendors shall sell to the Purchaser, and the Purchaser shall purchase from the Vendors, the Shares, free and clear of all Encumbrances.
- 2.2 Basic Purchase Price. The aggregate consideration payable by the Purchaser to the Vendors for the Shares is as follows:
- (a) 15,000,000 common shares of the Purchaser (the “**Consideration Shares**”) to be issued to the Vendors, subject to section 2.3, in proportion to their respective ownership of the Shares as at the Effective Date.
- 2.3 Hold Periods. The Vendors acknowledge and agree that the Consideration Shares may be subject to resale restrictions and legending requirements as set out under applicable securities laws. The Vendors further acknowledge and agree that the Consideration Shares will bear a legend reflecting any such restrictions.
- 2.4 Securities Exemptions. Each Vendor acknowledges and accepts that the Consideration Shares to be issued under the terms of this Agreement are being issued pursuant to an exemption from the prospectus requirements under applicable securities laws pursuant to section 2.16 of National Instrument 45-106.
- 2.5 Deferral. The parties hereby acknowledge and declare their common intention that the transfer of the Shares contemplated herein shall take place on a fully deferred basis for the purposes of the *Income Tax Act* (Canada) pursuant to the provisions of section 85.1 of the *Income Tax Act* (Canada).

## **3. REPRESENTATIONS AND WARRANTIES**

- 3.1 Representations and Warranties of the Vendors. Each Vendor represents and warrants to the Purchaser, jointly and severally, and acknowledges that the Purchaser is relying on each of the following representations and warranties in entering into this Agreement that:
- (a) Authority - the execution and delivery of this Agreement has been duly and validly authorized by all necessary action on the part of the Vendor and this Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms subject, as to enforcement, to bankruptcy, insolvency, reorganization and other similar laws of general applicability relating to or affecting creditors’ rights and to the availability of equitable remedies;
- (b) No Authorizations - except as otherwise provided in this Agreement, no authorization, approval, order, licence, permit, consent, certificate or registration of any Governmental Authority, court, or arbitrator, and no registration, declaration or filing by the Vendor with any Governmental Authority, court or arbitrator, is required in order for the Vendor:
- (i) to duly perform and observe the terms and provisions of this Agreement;
- (ii) to execute and deliver all other documents and instruments to be delivered by the Vendor pursuant to this Agreement; or

- (iii) to render this Agreement legal, valid, binding and enforceable in accordance with its terms;
- (c) No Default/Approvals. Neither the execution and delivery of this Agreement nor the due observance and performance by the Vendor of their respective obligations contemplated herein shall:
  - (i) conflict with or result in a breach of or violate any of the terms, conditions or provisions of any agreement to which the Vendor or the Company is bound;
  - (ii) result in a breach or violation by the Vendor or the Company of any of the terms, conditions or provisions of any law, judgment, order, injunction, decree or ruling to which the Vendor, or the Company are subject; or
  - (iii) give any other Person any right of termination, cancellation, acceleration in respect of, or constitute a material breach of or material default under, any material agreement, instrument or commitment to which the Vendor or the Company is a party or by which the Claims are bound or affected;
- (d) Claims
  - (i) the Company is the sole and beneficial owner of the Claims;
  - (ii) Brendan Stasiewicz ("**Stasiewicz**") holds the Claims in trust for the Company pursuant to a bare trust agreement between Stasiewicz and the Company dated February 27, 2025, pursuant to which, upon request by the Company, Stasiewicz will transfer his legal interest in the Claims to the Company;
  - (iii) all Taxes on the Claims have been paid and title to the Claims is free of any claims, Encumbrances and liens;
  - (iv) the Company holds the right to sell, transfer and cede beneficial ownership to the Claims within the provisions of the laws of the Province of Ontario, and Canada;
  - (v) Stasiewicz and the Company are not bound by any third party with any options to purchase, or with any preferential rights to the acquisition of, the Claims;
  - (vi) the Claims were duly granted to Stasiewicz by the appropriate authority in the Province of Ontario, and the Claims have not been transferred by Stasiewicz;
  - (vii) all applicable requirements and procedures established by the laws of the Province of Ontario with regard to the granting of mining Claims have been fulfilled in all stages of the Claims and there was no opposition to the granting of the Claims to Stasiewicz;
  - (viii) the Claims are in complete and legal existence and the Company and Stasiewicz have fulfilled all obligations under the mining law and mining titles of the Claims within the time required, such mining titles are duly registered, and the Company and Stasiewicz have not given cause for the forfeiture of the Claims under the aforementioned law and the indicated mining titles;

- (ix) the Claims are not in any way or form vitiated or affected by any termination cause contemplated by the laws of the Province of Ontario and there is no legal or illegal occupation by third parties within the superficial perimeter of each of the Claims; and
  - (x) no third party has any type of rights to occupy, own or acquire the Claims as lessee or otherwise;
- (e) Status and Capacity of the Company – The Company is a corporation duly registered and validly in existence in accordance with the laws of the Province of British Columbia, and the Company:
- (i) is in good standing and up-to-date with all its corporate filings required under the laws of its incorporating jurisdiction;
  - (ii) has the corporate power and capacity to carry on the business now carried on by it and to own, lease or acquire the assets or interests in assets now owned or leased by it or proposed to be acquired by it;
  - (iii) is duly qualified to carry on business in each jurisdiction in which the conduct of its business or the ownership or leasing of its properties and assets makes such qualification necessary;
  - (iv) is not in default of any requirement under any applicable corporate, securities or taxation laws or other laws to which it is subject;
  - (v) has duly obtained all permits, licenses and authorizations, to own, to operate and to utilize its assets, including the Claims, and to carry on its business in the jurisdictions in which such business is carried on. As of this date the Company retains the sole ownership and the total and exclusive rights, without restrictions, to utilize all licenses, franchises and permits with respect to its assets. The Company has fulfilled and is fulfilling completely and totally all obligations within all laws, decrees, resolutions, and applicable government regulations with regard to its assets, the Claims and its business. All obligatory environmental permits and authorizations have been or are being obtained; and
  - (vi) has no subsidiaries and has no participation in any company, limited partnership or sole proprietorship;
- (f) Organization of the Company
- (i) the Company has an authorized capital of an unlimited number common shares, of which only the Shares are issued;
  - (ii) all of the Shares are legally and beneficially owned as set out in Schedule “A” hereto and each beneficial holder is not a U.S. Person as that term is defined in U.S. securities laws.;
  - (iii) the Shares are all validly issued and outstanding as fully paid and non-assessable shares and are free and clear of all liens, charges and Encumbrances;

(iv) no Person has any right, present or future, contingent or absolute, to require the Company to issue any share in its capital and, in particular, there are no outstanding securities of the Company which are convertible into shares in the capital of the Company and there are no outstanding options on or rights to subscribe for any of the unissued shares in the capital of the Company, or any agreements, options or understandings capable of becoming options or agreements to purchase the Shares;

(v) the directors of the Company are as follows:

| <u>Name</u>  | <u>Title</u> |
|--------------|--------------|
| Kelly Abbott | Director     |

(vi) effective upon the Closing Date no Person other than the Vendors or their nominees will have any right of any kind or nature to vote the Shares or to appoint the directors or officers of the Company; and

(vii) on the Closing Date, the Shares shall be validly issued and fully paid, and shall be shares with the right to vote. On the Closing Date, the Vendor shall have the complete and absolute right to sell, to transfer and to cede legal and beneficial title to its Shares, without the existence of preferential rights or acquisition options created by the Constatting Documents or loan agreements of the Company. As at the Closing Date, the Company shall not have any debt, whether principal or interest;

(g) Other Matters Regarding the Company.

(i) there are no legal conflicts of any nature and no investigations or legal or administrative affairs pending against the Company or in connection with the Claims or for any other cause, there is no pending decree, decision, sentence, injunction or order of any court or Governmental Authority for cause of any action, procedure, administrative or judicial investigation with regard to the Company or the Claims and to the best of its knowledge and belief, after having duly investigated, there is no fact, circumstance or condition of any kind which could reasonably cause any lawsuit, action, procedure or investigation to be established against the Company with regard to the Claims or because of any other cause;

(ii) the Company has no liabilities or obligations of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise);

(iii) to the Vendors' knowledge, after reasonable inquiry, there is no public or private litigation, arbitration, proceeding or governmental investigation pending or threatened involving the Company which may, if adversely determined, materially and adversely affect the Purchaser;

(iv) to the Vendors' knowledge, after a reasonable inquiry, the Vendors have been in material compliance with all applicable laws and permits relating to the environment, including without limitation, laws and permits relating to (a) any chemicals, pollutants, contaminants, wastes, toxic substances, hazardous



substances, petroleum or petroleum products, or asbestos-containing materials (collectively, "**Hazardous Materials**"), or protection of the air, water or land, (b) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal, transportation or remediation, (c) exposure to hazardous or toxic substances, and (d) wildlife, plants, indigenous people, cultural, archaeological or historic resources (collectively, "**Environmental Laws**");

- (v) to the Vendors' knowledge, all Hazardous Materials generated from the Company's operations on the Claims have been handled and disposed of in material compliance with applicable Environmental Laws; and
- (vi) to the Vendors' knowledge, there has been no contamination of, or releases into, groundwater, surface water, or soil on the Claims which could require remediation under applicable Environmental Laws;
- (h) Approvals and Filings - no exemption, consent, approval, order or authorization of, or resignation or filing with, any court, administrative agency or commission or other Governmental Authority or instrumentality, domestic or foreign, or any third party is required by, or with respect to the execution and delivery of this Agreement by the Vendor or the consummation by the Vendor of the transactions contemplated hereby; and
- (i) Canadian Resident. The Vendor is a resident of Canada within the meaning of the *Income Tax Act* (Canada).

3.2 Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Vendors, as representations and warranties that are true at the date hereof, and acknowledges that the Vendors are relying on each of the following representations and warranties in entering this Agreement that:

- (a) Status - the Purchaser is a corporation duly organized, validly existing and is in good standing in the jurisdiction of its incorporation;
- (b) Capacity - the Purchaser has all requisite corporate power and capacity to execute and deliver this Agreement, to carry out the transactions to which it is a party and to duly observe and perform all its covenants set out herein;
- (c) Authority - the execution and delivery of this Agreement have been duly and validly authorized by all necessary action on the part of the Purchaser and this Agreement constitutes a legal, valid and binding obligation of the Purchaser enforceable against it in accordance with its terms subject, as to enforcement, to bankruptcy, insolvency, reorganization and other similar laws of general applicability relating to or affecting creditors' rights and to the availability of equitable remedies;
- (d) No Authorizations - except as otherwise provided in this Agreement, no authorization, approval, order, licence, permit, consent, certificate or registration of any Governmental Authority, court, or arbitrator, and no registration, declaration or filing by the Purchaser with any Governmental Authority, court or arbitrator, is required in order for the Purchaser:
  - (i) to duly perform and observe the terms and provisions of this Agreement;

- (ii) to execute and deliver all other documents and instruments to be delivered by the Purchaser pursuant to this Agreement; and
    - (iii) to render this Agreement legal, valid, binding and enforceable in accordance with its terms;
  - (e) No Default/Approvals. Provided that the Purchaser has obtained the approvals in subsection 3.2(h), neither the execution and delivery of this Agreement nor the due observance and performance by the Purchaser of its obligations contemplated herein shall:
    - (i) conflict with or result in a breach of or violate any of the terms, conditions or provisions of the Constatng Documents of the Purchaser;
    - (ii) result in a breach or violation by the Purchaser of any of the terms, conditions or provisions of any law, judgment, order, injunction, decree, ruling or award to which the Purchaser is subject; or
    - (iii) give any other Person any right of termination, cancellation, acceleration in respect of, or constitute a material breach of or material default under, any material agreement, instrument or commitment to which the Purchaser is a party or by which its properties are bound or affected;
  - (f) Listing and Reporting Issuer. The Purchaser is a reporting issuer in the Provinces of British Columbia and Alberta and the Purchaser Shares are listed for trading on the TSXV.
  - (g) Authorized and Issued Capital - The authorized capital of the Purchaser consists of an unlimited number of common shares, of which 66,281,833 are outstanding as fully paid and non-assessable as of the date hereof; and
  - (h) Approvals and Filings. no exemption, consent, approval, order or authorization of, or resignation or filing with, any court, administrative agency or commission or other Governmental Authority or instrumentality, domestic or foreign, or any third party is required by, or with respect to the execution and delivery of this Agreement by the Purchaser or the consummation by the Purchaser of the transactions contemplated hereby, except, to the best of the Purchaser's knowledge, as follows:
    - (i) acceptance for filing by the TSXV of final documentation with respect to the transactions contemplated hereby; and
    - (ii) the Purchaser filing a press release pursuant to the provisions of applicable securities legislation.
- 3.3 Survival of Representations and Warranties. The representations and warranties made by any party to this Agreement herein or pursuant hereto, including any statements contained in any certificate or other instrument delivered by or on behalf of any party pursuant to this Agreement, shall not merge and shall survive the completion of the transactions contemplated hereunder regardless of any independent investigations that any other party may have made at any time.
- 3.4 The Vendors to Indemnify the Purchaser. Each Vendor shall severally and not jointly from and after Closing, indemnify and save harmless the Purchaser from and against all losses, judgments, liabilities, claims, damages and expenses arising out of or with respect to or relating to any

representation or warranty contained herein being untrue or incorrect; provided however that the Purchaser shall not be entitled to any indemnity hereunder unless written notice of a claim for indemnity and the reasons for which the indemnity is sought is provided to the Vendors before the expiration of two years from the Closing Date. This section shall survive the Closing.

- 3.5 The Purchaser to Indemnify the Vendors. The Purchaser shall from and after the Closing, indemnify and save harmless the Vendors from and against all losses, judgments, liabilities, claims, damages and expenses arising out of or with respect to or relating to any representation or warranty contained herein being untrue or incorrect; provided however that the Vendors shall not be entitled to any indemnity hereunder unless written notice of a claim for indemnity and the reasons for which the indemnity is sought is provided to the Purchaser before the expiration of two years from the Closing Date. The section shall survive the Closing.

#### **4. COVENANTS**

- 4.1 Covenants of the Vendors. The Vendors covenant and agree with the Purchaser as follows:

- (a) the Vendors will provide all necessary information regarding itself, the Company and the Claims to the Purchaser as may be required to obtain the approval of the TSXV for the transactions contemplated herein;
- (b) until the Closing Date, the Vendors will promptly discuss with the Purchaser any significant developments in or with respect to the Company or the Claims, will timely and regularly provide to the Purchaser all such information about the status of the Claims as the Purchaser may reasonably request, and will afford, or cause to be afforded, to the Purchaser and to their accountants, counsel, financial advisors and other representatives, full access during normal business hours to the Company's properties, books, contracts, commitments and records in its possession or to which they have access and to allow the Purchaser and such representatives to perform a diligent and complete examination of the Claims and of the Company's financial condition, business, affairs, property and assets during such period, to furnish at the request of the Purchaser a copy of all filings made by the Company with any regulatory authority, and all other information concerning the Company's business, properties and personnel as the Purchaser may reasonably request;
- (c) until the Closing Date, neither the Vendors and the Company will take or permit to be taken or suffer any action which would in any way impair or derogate from the right of the Purchaser to acquire on the Closing Date all right, title and interest, both real and beneficial, in and to the Shares, free of all liens, charges and encumbrances of any kind whatsoever, or would render inaccurate in any material way any of the representations and warranties set forth in section 3.1 of this Agreement as if such representations and warranties were made at a date subsequent to such act, transaction or negotiation unless such transaction or negotiation is entered into with the consent of the Purchaser;
- (d) forthwith after execution and delivery of this Agreement, the Vendors will take such steps and proceedings in good faith as may be reasonably required to obtain all Approvals required for the Purchaser to complete the transactions contemplated herein and to carry out the obligations of the Vendors thereunder, and in connection therewith, the Vendors will comply with all policy statements of the applicable regulatory authorities;

- (e) the Vendors will in good faith make reasonable efforts to cause all the conditions precedent on its part to be performed, as set out in section 6 of this Agreement, to be complied with on or before the Closing Date;
- (f) as soon as reasonably possible after the Vendors have determined that a state of facts exists which results in or will result in the non-fulfilment of any of the material conditions precedent set forth in sections 6.1 or 6.3 of this Agreement, the Vendors will notify the Purchaser of such state of facts;
- (g) provided the conditions set forth in sections 6.1 and 6.2 of this Agreement have been satisfied or waived by the Closing Date, the Vendors will execute and deliver all such documents and certificates required to carry out the transactions contemplated herein to which the Vendors are a party; and
- (h) the Vendors will indemnify and save the Purchaser harmless from and against any and all liabilities, losses, claims, damages incurred or suffered by the Purchaser by reason of, resulting from, in connection with, or arising in any manner out of the failure by the Vendors to observe or perform their respective covenants and agreements set out in this section 4.1 of this Agreement.

4.2 Covenants of the Purchaser. The Purchaser covenants and agrees with the Vendors as follows:

- (a) until the Closing Date, the Purchaser will not perform any act or enter into any transaction or negotiation which interferes or is inconsistent with the completion of the transactions contemplated herein or would render inaccurate in any material way any of the representations and warranties set forth in section 3.2 of this Agreement as if such representations and warranties were made at a date subsequent to such act, transaction or negotiation unless such transactions or negotiations are entered into with the consent of the Vendors;
- (b) forthwith after execution and delivery of this Agreement, the Purchaser will take such steps and proceedings in good faith as may be reasonably required to obtain all governmental, shareholders and stock exchange Approvals required for the Purchaser to complete the transactions contemplated herein and to carry out the obligations of the Purchaser thereunder, and in connection therewith, the Purchaser will comply with all policy statements of the British Columbia Securities Commission and the rules and policies of the TSXV;
- (c) the Purchaser will in good faith make reasonable efforts to cause all the conditions precedent on its part to be performed, as set out in sections 6.1 and 6.2 of this Agreement, to be complied with on or before the Closing Date;
- (d) as soon as reasonably possible after the Purchaser has determined that a state of facts exists which results in or will result in the non-fulfilment of any of the material conditions precedent set forth in sections 6.1 and 6.2 of this Agreement, the Purchaser will notify the Vendors of such state of facts;
- (e) provided the conditions set forth in sections 6.1 and 6.3 of this Agreement have been satisfied or waived by the Closing Date, the Purchaser will execute and deliver all such documents and certificates required to carry out the transactions contemplated herein to which the Purchaser is a party; and

- (f) the Purchaser will indemnify and save the Vendors harmless from and against any and all liabilities, losses, claims, damages incurred or suffered by the Vendors by reason of, resulting from, in connection with, or arising in any manner out of the failure by the Purchaser to observe or perform its covenants and agreements set out in this section 4.2 of this Agreement.

## 5. **CLOSING**

5.1 Time and Place of Closing. The “**Closing**” shall take place at 10:00 a.m. (PST time) on the Closing Date at the offices of the Purchaser as noted on the first page hereof, or another place as mutually agreed upon prior to the Closing Date.

5.2 Closing Documents. On the Closing Date the parties will table the following documents and instruments and take the following steps:

- (a) the Vendors will deliver to the Purchaser:
  - (i) any consents, approvals and documents required for the transfer of the Shares to the Purchaser;
  - (ii) the corporate records of the Company and all reports and technical information and all original documents relating to the Claims;
  - (iii) a resolution of the board of directors of each Vendor, if such Vendor is not an individual, approving the entry into of this Agreement and the transactions contemplated hereunder;
  - (iv) certified resolutions of the board of directors of the Company, approving the transfer of the Shares to the Purchaser;
  - (v) the share certificate representing the Shares duly executed in blank for the transfer;
  - (vi) resignations of all directors and officers of the Company; and
  - (vii) a certificate of the Company, signed on its behalf by a senior officer or director of the Company, confirming the matters set out in Sections 6.3(a) and 6.3(b) that are applicable to the Company, dated as of the Closing Date;
- (b) the Purchaser will deliver to the Vendors:
  - (i) certified resolutions of the board of directors of the Purchaser authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby;
  - (ii) evidence of ownership of the Consideration Shares for the Vendors in proportion to their ownership of the Shares as at the Effective Date, duly registered in the name of the Vendors; and
  - (iii) a certificate of the Purchaser, signed on its behalf by a senior officer or director of the Purchaser, confirming the matters set out in Sections 6.2(a) and 6.2(b) that are applicable to the Purchaser, dated as of the Closing Date; and

- (c) the Purchaser and the Vendors will execute and deliver, or cause to be executed and delivered, to the appropriate parties all such other documents and instruments reasonably required by the parties to effectively consummate the transactions hereunder.

## **6. CONDITIONS PRECEDENT**

6.1 Joint Conditions Precedent to Closing. The respective obligations of each of the parties hereto to complete the Closing shall be subject to satisfaction, on or before the Closing Date, of the following conditions, any of which may be waived by both the Purchaser and the Vendors acting together:

- (a) there shall not be in force any order or decree of a court of competent jurisdiction or any Governmental Authority restraining, interfering with or enjoining the consummation of the transactions contemplated herein;
- (b) all Approvals required for the completion of the transactions contemplated herein, including TSXV approval, shall have been obtained or received from the Persons having jurisdiction in the circumstances;
- (c) no Governmental Authority shall have enacted any statute, regulation or bylaws or announced any policy that will materially and adversely affect the value of the Claims; and
- (d) this Agreement shall not have been terminated under section 7 of this Agreement.

6.2 Conditions to Obligations of the Vendors. The obligation of the Vendors to complete the Closing is subject to the satisfaction, on or before the Closing Date, of the following conditions, any of which may be waived by it without prejudice to its rights to rely on any other or others of them:

- (a) the warranties and representations of the Purchaser contained in section 3.2 of this Agreement shall be true in all material respects on the Closing with the same effect as though made at and as of such time;
- (b) each of the covenants, agreements, acts and undertakings of the Purchaser to be performed on or before the Closing Date pursuant to the terms of this Agreement shall have been duly performed by it, including the delivery of the documents specified in section 4.2 of this Agreement;
- (c) the Purchaser will have delivered, or caused to be delivered, to the Vendors the documents and instruments set out in section 5.2(b) of this Agreement; and
- (d) the Purchaser shall have delivered to the Vendors such other documents or instruments as the Purchaser reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

6.3 Conditions to Obligations of the Purchaser. The obligation of the Purchaser to complete the Closing is subject to the satisfaction, on or before the Closing Date, of the following conditions,

any of which may be waived by it without prejudice to its right to rely on any other or others of them:

- (a) the warranties and representations of the Vendors contained in section 3.1 shall be true in all material respects on the Closing with the same effect as though made at and as of such time;
- (b) each of the covenants, agreements, acts and undertakings of the Vendors to be performed on or before the Closing Date pursuant to the terms of this Agreement shall have been duly performed by them, including the execution and delivery of the documents specified in section 4.1 of this Agreement;
- (c) the Vendors will have delivered, or caused to be delivered, to the Purchaser the documents and instruments set out in section 5.2(a) of this Agreement; and
- (d) the Vendors shall have delivered to the Purchaser such other documents or instruments as the Purchaser reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

## **7. TERMINATION**

### **7.1 Mutual Termination.**

- (a) This Agreement may, prior to the Closing Date, be terminated by the Purchaser and the Vendors by mutual written agreement notwithstanding anything contained herein.
- (b) This Agreement shall also terminate upon the failure to conclude the transactions contemplated hereby by March 15, 2025 (the “**Outside Date**”) or such other date as may be mutually agreed upon by the Purchaser and the Vendors.

### **7.2 Unilateral Termination.**

- (a) If any of the conditions contained in section 6.1 of this Agreement shall not be fulfilled or performed on or before the Outside Date and such condition has not been waived by the parties in accordance with the provisions of section 6.1 of this agreement, either of the parties may terminate this Agreement by notice to the other party and in such event both parties shall be released from all obligations under this Agreement and all rights of specific performance by either party shall terminate.
- (b) If any of the conditions contained in section 6.2 of this Agreement shall not be fulfilled or performed on or before the Closing Date, the Vendors may terminate this Agreement by notice to the Purchaser and in such event the Vendors shall be released from all obligations hereunder and all rights of specific performance by any of the parties hereto shall terminate; provided that any of the aforesaid conditions, having been inserted herein for the exclusive benefit of the Vendors, may be waived in whole or in part by the Vendors without prejudice to its rights of rescission in the event of the non-fulfilment or non-performance of any other condition.
- (c) If any of the conditions contained in section 6.3 of this Agreement shall not be fulfilled or performed on or before the Closing Date, the Purchaser may terminate this Agreement by notice to the Vendors and in such event the Purchaser shall be released from all obligations hereunder and all rights of specific performance by any of the parties hereto

shall terminate; provided that any of the aforesaid conditions, having been inserted herein for the exclusive benefit of the Purchaser, may be waived in whole or in part by the Purchaser without prejudice to its rights of rescission in the event of the non-fulfilment or non-performance of any other condition.

- 7.3 Notice of Unfulfilled Conditions. If any party hereto shall determine at any time prior to the Closing Date that it intends to terminate this Agreement because of any unfulfilled and/or unperformed condition precedent contained in this Agreement on the part of the other party to be fulfilled and/or performed, it shall so notify the other party forthwith upon making such determination to the end that such other party shall have the right and opportunity to take such steps, at its own expense, as may be necessary for the purpose of fulfilling and/or performing such condition precedent within a reasonable period of time, but in no event later than 10 Business Days after the receipt of such written notice by such other party of its intention to terminate this Agreement.

## **8. GENERAL PROVISIONS**

- 8.1 Time is and will be of the essence of each and every provision of this Agreement.
- 8.2 Each of the parties will, at their respective expense, execute and deliver all such further documents and instruments, give all such further assurances, and do all such acts and things as the other or its solicitors may, either before or after the Closing Date, reasonably require to carry out the full intent and meaning of this Agreement.
- 8.3 This Agreement contains the whole agreement between the Vendors and the Purchaser in respect of the subject matter hereof and supersedes and replaces all prior negotiations, communications and correspondence in respect of the subject matter hereof. There are no warranties, representations, terms, conditions or collateral agreements, express or implied, statutory or otherwise, other than as expressly set forth in this Agreement.
- 8.4 This Agreement will enure to the benefit of and be binding upon the parties and each of them and their respective heirs, successors, liquidators, executors and permitted assigns. No party may assign any of its right, title or interest in, to or under this Agreement, nor will any such purported assignment be valid amongst the parties hereto, except with the prior written consent of all parties hereto, such consent not to be unreasonably withheld.
- 8.5 This Agreement is being delivered in and is intended to be performed in British Columbia, and shall be construed and interpreted in accordance with the laws of British Columbia and the laws of Canada applicable therein. The parties irrevocably attorn to the jurisdiction of the arbitrators and courts of British Columbia and the venue for any actions or arbitrations arising out of this Agreement will be Vancouver, British Columbia.
- 8.6 All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by facsimile, or by email of a PDF document, with confirmation of transmission in each case. Such communications must be sent to the respective parties at the following addresses:

- (a) If to the Purchaser:

Kermode Resources Ltd.



[REDACTED]  
[REDACTED]  
Attention: Peter Bell

Email: [REDACTED]

(b) If to the Vendors or the Company:

1521158 B.C. Ltd.  
[REDACTED]  
[REDACTED]

Attention: Kelly Abbott

Email: [REDACTED]

- 8.7 No amendment, waiver, termination or variation of the terms, conditions, warranties, covenants, agreements and undertakings set out herein will be of any force or effect unless the same is reduced to writing duly executed by all parties hereto in the same manner and with the same formality as this Agreement is executed.
- 8.8 In the event that any date on which any action is required to be taken or by which notice is to be received hereunder is not a Business Day, such action shall be required to be taken on and such notice shall be required to be received by the next succeeding day which is a Business Day.
- 8.9 No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) and no waiver will constitute a continuing waiver unless otherwise expressly provided.
- 8.10 The representations, warranties, covenants and agreements contained in this Agreement shall not merge in the Closing and shall continue in full force and effect from and after the Closing Date.
- 8.11 This Agreement, and any certificates or other writing delivered in connection herewith, may be executed in any number of counterparts with the same effect as if all parties had all signed the same documents, and all such counterparts and adopting instruments will be construed together and will constitute one and the same instrument. The execution of this Agreement and any other writing by any party hereto or thereto will not become effective until counterparts hereof or thereof, as the case may be, have been executed by all the parties hereto or thereto, and executed copies delivered to each party who is a party hereto or thereto. Such delivery may be made by facsimile transmission of the execution page or pages, hereof or thereof, to each of the other parties by the party signing the particular counterpart, provided that forthwith after such facsimile transmission, an originally executed execution page or pages is forwarded by prepaid express courier to each of the other parties by the party signing the particular counterpart.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF** the parties have executed and delivered this Agreement as of the day and year first above written.

**KERMODE RESOURCES LTD.**

By its authorized signatory

[redacted]

Peter Bell

**1521158 B.C. LTD.**

By its authorized signatory

[redacted]

Kelly Abbott

**1407535 ONTARIO LIMITED**

by its authorized signatory

[redacted]

Gary Posner

**1163643 B.C. LTD.**

by its authorized signatory

[redacted]

Devan Dass

**GOLD FUNNEL CONSULTING &  
INVESTING INC.**

by its authorized signatory

[redacted]

Amanda Rose Naso

**CASTELLO Q DEVELOPMENT  
CORPORATION**

by its authorized signatory

[redacted]

Deepak Varshney

**1510906 B.C. LTD.**

by its authorized signatory

[redacted]

Kelly Abbott

**2653438 ONTARIO INC.**

by its authorized signatory

[redacted]

Adam Mogil

**SCHEDULE "A"****Vendors**

| <b>Name</b>                             | <b>Address and Email</b> | <b>No. of Shares to be sold to the Purchaser on Closing</b> | <b>No. of Consideration Shares to Receive on Closing</b> |
|-----------------------------------------|--------------------------|-------------------------------------------------------------|----------------------------------------------------------|
| 1407535 Ontario Limited                 | [redacted]               | 50                                                          | 1,500,000                                                |
| 1163643 B.C. Ltd.                       | [redacted]               | 100                                                         | 3,000,000                                                |
| Gold Funnel Consulting & Investing Inc. | [redacted]               | 100                                                         | 3,000,000                                                |
| Castello Q Development Corporation      | [redacted]               | 100                                                         | 3,000,000                                                |
| 2653438 Ontario Inc.                    | [redacted]               | 50                                                          | 1,500,000                                                |
| 1510906 B.C. Ltd.                       | [redacted]               | 100                                                         | 3,000,000                                                |
| <b>Total:</b>                           |                          | <b>500</b>                                                  | <b>15,000,000</b>                                        |

**SCHEDULE "B"**  
**CLAIMS PORTFOLIO**

| <b>Claim #</b> | <b>Due Date</b> | <b>Claim Type</b> | <b>Holder</b>      | <b>Tenure %</b> | <b>Division</b> |
|----------------|-----------------|-------------------|--------------------|-----------------|-----------------|
| 776677         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776669         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776710         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776706         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776688         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776676         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776671         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776695         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776707         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776709         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776675         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776702         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776685         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776699         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776670         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776701         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776678         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776687         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776700         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776714         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776689         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |
| 776696         | 19-Jul-2025     | Single Cell       | Brendan Stasiewicz | 100             | Thunder Bay     |

*[Schedule "B" to Share Exchange Agreement]*

Schedule "B" - 2

|        |             |             |                    |     |             |
|--------|-------------|-------------|--------------------|-----|-------------|
| 776690 | 19-Jul-2025 | Single Cell | Brendan Stasiewicz | 100 | Thunder Bay |
| 776686 | 19-Jul-2025 | Single Cell | Brendan Stasiewicz | 100 | Thunder Bay |
| 776703 | 19-Jul-2025 | Single Cell | Brendan Stasiewicz | 100 | Thunder Bay |