SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT is made effective November 29, 2023

AMONG:

TRIGON METALS INC.,
a corporation existing under the laws of the Province of Ontario, having an office at 130 Queens Quay East, Suite 1224, Toronto, Ontario M5A 0P6

(hereinafter referred to as the "**Purchaser**")

- and –

BASE METAL INVESTMENT AND SERVICES, a private limited liability company existing under the laws of Mauritius with registration number C201333, having registered office at Suite 005 Grand Baie Business Park Grand Baie

(hereinafter referred to as "**Base Metal**")

-and-

The common shareholder of Base Metal listed in the attached Schedule "A" (the "**Shareholder**")

WHEREAS:

A. The Shareholders are collectively the legal and beneficial owners of 100%, on a fully diluted basis, of the issued common shares (the "**Base Metal Shares**") in the capital of Base Metal;

B. The Purchaser has agreed to purchase 100% of the total issued Base Metal Shares, which will, at the date of closing, be 1,000 Base Metal Shares (the "**Transaction**") on the terms and conditions set forth in this Agreement on pro rata basis from the Shareholders; and

C. The Shareholders who have executed this Agreement have agreed to the Transaction.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I
INTERPRETATION

1.01 Definitions

In this Agreement, unless otherwise defined, capitalized words and terms shall have the following meanings:

(a) "**Agreement**" means this share exchange agreement as the same may be supplemented or amended from time to time;

(b) "**Applicable Laws**" means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority having jurisdiction over the transactions contemplated hereby;

(c) "**Base Metal Shares**" has the meaning set forth in the recitals of this Agreement;

(d) "**Base Metal Material Contracts**" has the meaning set forth in Section 5.03(o);

(e) "**Books and Records**" means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;

(f) "**Business Day**" means a day which is not a Saturday, Sunday or a statutory holiday in the Province of Ontario;

(g) "**Closing**" means the completion of the Transaction in accordance with the terms and conditions of this Agreement;

(h) "**Closing Date**" means the date of Closing, which shall be the third Business Day following the satisfaction or waiver of all conditions to the obligations of the parties to consummate the Transaction (other than conditions that are satisfied with respect to actions the respective parties will take at the Closing itself), or earlier or later date as the Purchaser and Base Metal may mutually determine;

(i) "**Contracts**" (individually, a "**Contract**") means all written or oral outstanding contracts and agreements, leases (including the real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares;

(j) "**Copperbelt**" means Copperbelt Exploration (PTY) Ltd.;

(k) "**Corporate Records**" means the corporate records of a corporation, including (i) its articles, notice of articles or other constating documents, any unanimous shareholders agreement and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; (iii) the share certificate books, register of shareholders, register of transfers and registers of directors and officers; and (iv) all accounting records;

(l) "**Governmental Authority**" means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, domestic or foreign, or (b) regulatory authority, including any securities commission, or stock exchange, including the TSXV;

(m) "**laws**" means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used; and "**law**" means any one of them;

(n) "**Lien**" means any mortgage, encumbrance, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition, which, in substance, secures payment, or performance of an obligation;

(o) "**Lock-Up Agreement**" means the lock-up agreement in the form attached as Schedule "D" hereto;

(p) "**Material Adverse Effect**" means (i) any change, effect, fact, circumstance or event which, individually or when taken together with any other changes, effects, facts, circumstances or events, could reasonably be expected to be materially adverse to the assets, liabilities, condition (financial or otherwise), business, properties or results of operation of the Purchaser or Base Metal, as applicable, or (ii) a material impairment of or delay in the ability of the parties (or any one of them) to perform their obligations hereunder or consummate the Transaction;

(q) "**Material Contract**" means any Contract to which a person is a party and which is material to such person, including any Contract: (i) the termination of which would have a Material Adverse Effect on such person; (ii) any contract which would result in payments to or from such person or its subsidiaries (if any) in excess of $10,000, whether payable in one payment or in successive payments; (iii) any agreement or commitment relating to the borrowing of money or to capital expenditures; and (iv) any agreement or commitment not entered into in the ordinary course of business;

(r) "**material fact**" shall have the meaning ascribed to it in the *Securities Act* (Ontario);

(s) “**New Subscription Agreement**” means the share purchase and subscription agreement dated November __ 2023 between Base Metal Investments and Services, Copperbelt Exploration (PTY) Ltd., KCB Minerals (PTY) Ltd. and Ongwe Minerals (PTY) Ltd.;

(t) “**Original Subscription Agreement**” means the share purchase and subscription agreement dated July 5 2023 between Forbes & Manhattan Resources Inc., Copperbelt Exploration (PTY) Ltd., KCB Minerals (PTY) Ltd. and Ongwe Minerals (PTY) Ltd.;

(u) “**person**” includes an individual, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate, trust, trustee, executor, administrator, legal representative of the Crown or any agency or instrumentality thereof;

(v) “**Purchased Shares**” means all of the Base Metal Shares purchased by the Purchaser pursuant to this Agreement;

(w) “**Primary EPLs**” has the meaning set forth in Schedule “B” hereto;

(x) “**Securities Laws**” means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;

(y) “**Shareholders**” and “**Shareholder**” have the respective meanings set forth in the first page of this Agreement;

(z) “**Tax**” means any tax, impost, levy, withholding, duty, fee, premium, assessment and other charge of any kind, however denominated and any instalment or advance payment in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Authority, including for greater certainty any income, gain or profit tax (including federal, state, provincial and territorial income tax), payroll and employee withholding tax, employment or payroll tax, unemployment insurance, disability tax, social insurance tax, social security contribution, sales and use tax, consumption tax, customs tax, ad valorem tax, excise tax, goods and services tax, harmonized sales tax, franchise tax, gross receipts tax, capital tax, business license tax, alternative minimum tax, estimated tax, abandoned or unclaimed (escheat) tax, occupation tax, real and personal property tax, stamp tax, environmental tax, transfer tax, severance tax, workers’ compensation, Canada and other government pension plan premium or contribution and other governmental charge, and other obligations of the same or of a similar nature to any of the foregoing, together with any interest, penalties or other additions to tax that may become payable in respect of such tax, and any interest in respect of such interest, penalties and additions whether disputed or not, and "**Taxes**" has a corresponding meaning;

(aa) "**Tax Return**" means all returns, declarations, designations, forms, schedules, reports, elections, notices, filings, statements (including withholding tax returns and reports and information returns and reports) and other documents of every nature whatsoever filed or required to be filed with any Governmental Authority with respect to any Tax together with all amendments and supplements thereto;

(bb) "**Termination Date**" means December 31, 2023 or such later date as may be agreed in writing between the Purchaser and Base Metal;

(cc) "**Time of Closing**" means 10:00 a.m. (Toronto time) on the Closing Date, or such other time as the parties may mutually determine;

(dd) "**Transaction**" has the meaning set forth in the recitals of this Agreement;

(ee) "**TSXV**" means the TSX Venture Exchange;

(ff) "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

(gg) "**U.S. Person**" means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act; and

(hh) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended.

1.02 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.03 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule or Exhibit refers to the specified Article or Section of, or Schedule or Exhibit to this Agreement.

1.04 Number, etc.

Unless the subject matter or context requires the contrary, words importing the singular number only shall include the plural and vice versa; words importing the use of any gender shall include all genders and words importing persons shall include natural persons, firms, trusts, partnerships and corporations.

1.05 Date for Any Action

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.06 Statutory References

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

1.07 Accounting Principles

Wherever in this Agreement reference is made to generally accepted accounting principles, such reference shall be deemed to be the International Financial Reporting Standards, as the case may be, or any successor thereto, applicable as at the date on which a calculation is made or required to be made in accordance with generally accepted accounting principles.

1.08 Knowledge

(a) Any reference herein to "the knowledge of the Purchaser" (or similar expressions) will be deemed to mean the actual knowledge of Jed Richardson, the Chief Executive Officer of the Purchaser, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.

(b) Any reference herein to "the knowledge of Base Metal" (or similar expressions) will be deemed to mean the actual knowledge of the directors and officers of Base Metal, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.

(c) Any reference herein to "the knowledge of the Shareholder" (or similar expressions) will be deemed to mean the actual knowledge of the applicable Shareholder, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.

1.09 Schedules

The schedules to this Agreement, listed below, are an integral part of this Agreement, and must be completed and attached before the Closing Date for this Agreement to be fully-integrated and thereafter enforceable by or against either Party:

Schedule	**Description**
Schedule A	Shareholders of Base Metal

Schedule B	Description of the Project
Schedule C	Base Metal Material Contracts
Schedule D	Lock-Up Agreement

ARTICLE II
PURCHASE AND SALE OF PURCHASED SHARES

2.01 Purchase and Sale

Subject to the terms and conditions hereof, each of the Shareholders covenants and agrees, on its own behalf, to sell, assign and transfer to the Purchaser and the Purchaser covenants and agrees to purchase from the Shareholders, 100% of the Purchased Shares which are beneficially owned by such Shareholder at the Time of Closing. As of the date of closing, the number of Purchased Shares which are beneficially owned by each Shareholder is the number set forth opposite the name of such Shareholder as set out in Schedule "A" attached hereto.

2.02 Purchase Price

In consideration for the acquisition of the Purchased Shares, the Purchaser shall issue an aggregate of 20,000,000 common shares in the capital of the Purchaser to be registered as directed in writing by the Shareholder at Closing on the following schedule:

i. 13,600,000 Purchaser common shares on the Closing Date;

ii. 1,600,000 Purchaser common shares on such date that is six (6) months from the Closing Date;

iii. 1,600,000 Purchaser common shares on such date that is 12 months from the Closing Date;

iv. 1,600,000 Purchaser common shares on such date that is 18 months from the Closing Date; and

v. 1,600,000 Purchaser common shares on such date that is 24 months from the Closing Date.

The issuances of Purchaser common shares in subsection 2.02 (ii) – (v) (the "**Conditional Shares**") are subject to the Shareholder providing the Purchaser with the services (the "**Services**") of each of Rennie Morkel as Chief Operating Officer, Andy Rompel as VP Exploration and Grant Sboros as Technical Advisor (collectively, the "**Consultants**"). If any of the Shareholder and/or the Consultants ceases to provide the Services, the Purchaser shall have the right, subject to any other agreement between the Shareholder and the Purchaser, to terminate its obligation to issue any unissued Conditional Shares and the

Shareholder shall have no recourse against the Purchaser for any unissued Conditional Shares.

If and whenever at any time prior to the issuance of the Conditional Shares, the Purchaser shall (A) subdivide, redivide or change the outstanding Purchaser common shares into a greater number of Purchaser common shares, or (B) consolidate, combine or reduce the outstanding Purchaser common shares into a lesser number of Purchaser common shares, then, in each such event, the number of unissued Conditional Shares to be issued to the Shareholder pursuant to this Agreement shall be adjusted accordingly. Such adjustment shall be made successively whenever any such event shall occur.

ARTICLE III
CONDITIONS OF CLOSING

3.01 <u>Mutual Conditions of Closing</u>

The obligations to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

(a) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the Purchaser or Base Metal or that could reason-ably be expected to impose any condition or restriction upon the Purchaser or Base Metal which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction;

(b) there shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the Purchaser, acting reasonably, materially adversely affects or is reasonable likely to materially adversely affect the Transaction;

(c) receipt of all required regulatory, corporate and third party approvals including TSXV approval, and compliance with all applicable regulatory requirements and conditions necessary to complete the Transaction;

(d) neither party shall be subject to unresolved litigation or court proceedings;

(e) there being no prohibition at law against the completion of the Transaction;

(f) the New Subscription Agreement has been executed by the applicable parties;

(g) the Closing Date shall be on or before the Termination Date; and

The foregoing conditions precedent are for the benefit of all parties and may be waived by Base Metal (on its own behalf and on behalf of the Shareholders) and the Purchaser, in whole or in part, without prejudice to any party's right to rely on any other condition in favour of any party.

3.02 <u>Conditions of Closing in Favour of the Purchaser</u>

The obligations of the Purchaser to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

(a) the Shareholders and Base Metal shall have tendered all closing deliveries set forth in Sections 4.03 and 4.04, respectively, including delivery of the Purchased Shares, by way of a in blank share transfer form, accompanied by duly executed share transfer powers, irrevocable proxy forms, or other evidence of authorizing transfer of the Purchased Shares to the Purchaser acceptable to the Purchaser, acting reasonably;

(b) the Original Subscription Agreement has been terminated and Copperbelt Exploration (PTY) Ltd. has been released from any and all liabilities and obligations related to the Original Subscription Agreement;

(c) Copperbelt is the registered owner of the Primary EPLs;

(d) the representations and warranties of Base Metal set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of an officer or director of Base Metal to this effect shall have been delivered to the Purchaser;

(e) all of the terms, covenants and conditions of this Agreement to be complied with or performed by Base Metal at or before the Time of Closing will have been complied with or performed and a certificate of an officer or director of Base Metal to this effect shall have been delivered to the Purchaser;

(f) the representations and warranties of the Shareholders set forth in this Agreement shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the Time of Closing and delivery by each Shareholders of the documents described in Section 4.04 required to be delivered by such Shareholders shall constitute a reaffirmation and confirmation by such Shareholders of such representations and warranties;

(g) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Shareholders at or before the Time of Closing will have been complied with or performed and delivery of the documents described in Section 4.04 shall constitute confirmation of such compliance and performance;

(h) all consents, assignments, waivers, permits, orders and approvals of all Governmental Authorities (including the TSXV) or other persons, including, if applicable, all those party to Base Metal Material Contracts necessary to permit the completion of the Transaction shall have been obtained;

(i) there being no inquiry or investigation (whether formal or informal) in relation to Base Metal or its respective directors or officers commenced or threatened by any securities commission or official of the TSXV or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a Material Adverse Effect on, Base Metal, its business, assets or financial condition; and

(j) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to Base Metal.

The foregoing conditions precedent are for the benefit of the Purchaser and may be waived by the Purchaser, in whole or in part, without prejudice to the Purchaser's right to rely on any other condition in favour of the Purchaser.

3.03 Conditions of Closing in Favour of Base Metal and the Shareholders

The obligations of Base Metal and the Shareholders to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

(a) all consents, waivers, permits, orders and approvals of all Governmental Authorities (including the TSXV) or other persons, including, if applicable, all those party to the Purchaser Material Contracts necessary to permit the completion of the Transaction shall have been obtained;

(b) the representations and warranties of the Purchaser set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Shareholders;

(c) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Shareholders and Base Metal;

(d) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to the Purchaser;

(e) there being no inquiry or investigation (whether formal or informal) in relation to the Purchaser or its respective directors or officers commenced or threatened by any securities commission or official of the TSXV or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on, the Purchaser, its business, assets or financial condition.

The foregoing conditions precedent are for the benefit of Base Metal and the Shareholders and may be waived by Base Metal (on its own behalf and on behalf of the Shareholders) and the Shareholders, in whole or in part, without prejudice to Base Metal's and the Shareholders' right to rely on any other condition in favour of Base Metal and the Shareholders.

ARTICLE IV
CLOSING AND POST CLOSING ARRANGEMENTS

4.01 Time and Place of Closing

Closing of the Transaction shall take place at the Time of Closing at the offices of the Purchaser at 130 Queens Quay East, Suite 1224, Toronto, Ontario M5A 0P6, or by such other electronic means as the parties may agree.

4.02 Closing Deliveries of the Purchaser

At the Time of Closing, the Purchaser will deliver or cause to be delivered:

(a) a certificate of one of the Purchaser's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the notice of articles and articles of the Purchaser (and all amendments thereto as in effect as on such date); and (ii) all resolutions of the board of directors of the Purchaser approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction;

(b) the officer's certificates referred to in Sections 3.03(b) and 3.03(c);

(c) a certificate of good standing for the Purchaser;

(d) such other documents as may be required by the Purchaser, acting reasonably; and

(e) Issuance of the 20,000,000 Purchaser common shares pursuant to Clause 2.02.

4.03 Closing Deliveries of Base Metal

At the Time of Closing, Base Metal will deliver or cause to be delivered:

(a) a certificate of a director or officer of Base Metal, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the articles and by-laws of Base Metal (and all amendments thereto as in effect as on such date); and (ii) all resolutions of the board of directors of Base Metal approving the entering into of this Agreement and the completion of the Transaction;

(b) the officer certificates referred to in Sections 3.02(d) and 3.02(e);

(c) resignation of all of the directors of Base Metal (including a statement certifying that all directors do not have any claim in any respect against Base Metal) and resolutions consented to in writing by the directors of Base Metal (and if applicable, the shareholders of Base Metal) appointing nominees of the Purchaser as directors of Base Metal;

(d) resignations of the officers of Base Metal (including a statement certifying that said officers do not have any claim in any respect against Base Metal) and resolutions consented to in writing by the directors of Base Metal appointing nominees of the Purchaser as officers of Base Metal;

(e) corporate and title opinions (in respect of the Primary EPLs) in form and substance satisfactory to the Purchaser and its counsel, acting reasonably, and addressed to the Purchaser;

(f) a certificate of good standing for Base Metal; and

(g) such other documents as may be required by the Purchaser, acting reasonably, including

    (i) a new original share certificate (in a form and substance acceptable to the Purchaser, acting reasonably); evidencing the Purchaser's ownership of the Purchased Shares;

    (ii) an updated register of Shareholders of Base Metal reflecting the Purchaser as a shareholder of the Base Metal; and

    (iii) such waivers or consents as the Purchaser may require to enable the Purchaser or its nominees to be registered as holders of the Purchased Shares.

4.04 <u>Closing Deliveries of the Shareholders</u>

At the Time of Closing, each of the Shareholders will cause to be delivered:

(a) with respect to each Shareholder, share certificates evidencing the Purchased Shares owned by such Shareholder, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers;

(b) a Lock-Up Agreement representing 6,400,000 common shares of the Purchaser, executed by the Shareholder, or such nominees of the Shareholder to be agreed upon by the Shareholder and the Purchaser, each acting reasonably; and

(c) such other documents as may be required by the Purchaser, acting reasonably.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

5.01 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of each of the Shareholders and Base Metal as follows, and acknowledges that such parties are relying upon such representations and warranties in connection with the transactions contemplated herein:

(a) the Purchaser is a corporation validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its properties and assets.

(b) the Purchaser is a "**reporting issuer**" in the provinces of British Columbia, Alberta and Ontario and is not in material default of the Securities Laws;

(c) the Purchaser has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its businesses as now being conducted;

(d) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Purchaser and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms;

(e) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles of the Purchaser or of any resolutions of the directors or shareholders of the Purchaser, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Purchaser Material Contract), licence or permit to which the Purchaser is a party or by which the Purchaser is bound or to which any material assets or property of the Purchaser is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Purchaser;

(f) the Purchaser has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;

(g) the Purchaser has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified the Purchaser of such Governmental Authority's intention to commence or to conduct any investigation, that could be reasonably likely to have a Material Adverse Effect on the Purchaser;

(h) to the knowledge of the Purchaser, no representation or warranty of the Purchaser contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.02 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

(a) this Agreement has been, and each additional agreement or instrument required to be delivered by the Shareholder pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Shareholders and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Shareholders, enforceable against the Shareholders in accordance with its terms;

(b) the Shareholder is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder;

(c) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i), result in a breach or violation of the articles or by-laws of the Shareholder (or other constating documents of the Shareholder) or of any resolutions of the directors or shareholders of the Shareholder, or (ii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Shareholder;

(d) the Shareholder is the registered and beneficial owner of that number of Base Metal Shares, as the case may be, set forth opposite the Shareholder’s name in Schedule “A” a part of such common shares comprising the Purchased Shares, free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever;

(e) except for the Purchaser’s rights hereunder, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the Purchased Shares held or beneficially owned by the Shareholder and none of such common shares of Base Metal are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such common shares of Base Metal;

(f) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Shareholder is required to be obtained by the Shareholders in connection with the execution and delivery of this Agreement or the consummation by the Shareholder of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent the Shareholder from performing its obligations under this Agreement;

(g) the Shareholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on Base Metal or the Purchaser; and

(h) to the knowledge of the Shareholder, no representation or warranty of the Shareholder contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.03 Representations and Warranties of Base Metal

Base Metal represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

(a) Base Metal is a corporation validly existing and in good standing under the laws of the jurisdiction of incorporation and is duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;

(b) Base Metal has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder to own and lease it property, and to carry on its businesses as now being conducted;

(c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by Base Metal and each is, or will be at the Time of Closing, a legal, valid and binding obligation of Base Metal, enforceable against Base Metal in accordance with its terms;

(d) At the time of closing Base Metal is a party to the New Subscription Agreement pursuant to which it has the rights to acquire the Project, as more particularly described in Schedule "B" hereto (the "**Project**");

(e) Base Metal does not have any subsidiaries;

(f) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles or by-laws of Base Metal or of any resolutions of the directors or shareholders of Base Metal, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Base Metal Material Contract), license or permit to which Base Metal is a party or by which Base Metal is bound or to which any material assets or property of Base Metal are subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to Base Metal;

(g) the authorized capital of Base Metal consists of an unlimited number of common shares, of which, as of the date of Closing, 1,000 Base Metal Shares are issued and outstanding as fully paid and non-assessable shares; as of the date hereof, nil common share purchase warrants of Base Metal are outstanding and nil stock options are outstanding;

(h) there are no other common shares of Base Metal or securities convertible, exercisable or exchangeable into common shares or equity securities issued or outstanding;

(i) other than as described herein, Base Metal does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and Base Metal does not have any agreements to acquire or lease any material assets or properties or any other business operations;

(j) no person (other than the Purchaser pursuant to this Agreement) has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of Base Metal;

(k) Base Metal does not have any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise);

(l) there are no related-party transactions or off-balance sheet structures or transactions with respect to Base Metal;

(m) Base Metal is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;

(n) Base Metal has conducted and is conducting its businesses in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;

(o) all of the Contracts of Base Metal material to their businesses and operations (the "**Base Metal Material Contracts**"), together with this Agreement, and after the execution and delivery hereof, all ancillary agreements contemplated herein, constitute all the Material Contracts of Base Metal. Each of the Base Metal Material Contracts is described in Schedule "C" hereto. Each of the Base Metal Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder and the other transactions contemplated hereunder) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. Base Metal has not violated or breached, in any material respect, any of the terms or conditions of any Base Metal Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;

(p) there are no waivers, consents, notices or approvals required to be given or obtained by Base Metal in connection with the Transaction and the other transactions contemplated by this Agreement under any Contract to which Base Metal is a party;

(q) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over Base Metal is required to be obtained in connection with the execution and delivery of this Agreement, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay Base Metal from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on Base Metal;

(r) there is no suit, action or proceeding or, to the knowledge of Base Metal, pending or threatened against Base Metal that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Base Metal, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against Base Metal causing, or which could reasonably be expected to cause, a Material Adverse Effect on Base Metal;

(s) no bankruptcy, insolvency or receivership proceedings have been instituted by Base Metal or, to the knowledge of Base Metal, are pending against Base Metal;

(t) Base Metal has filed in the prescribed manner and within the prescribed times all Tax Returns required to be filed by Base Metal in all applicable jurisdictions as of the date hereof and all Tax Returns that have been filed by, or with respect to Base Metal are true, complete and correct, report all income and all other amounts and information required to be reported thereon and disclose any Tax required to be paid for the periods covered thereby. Base Metal has duly and timely paid any Tax due and payable by them, including all instalments on account of Tax that are due and payable before the date hereof, whether or not assessed by the appropriate Governmental Authority, and has duly and timely paid all assessments and reassessments they have received in respect of any Tax;

(u) there are no audits, reassessments or other proceedings in progress or, to the knowledge of Base Metal, threatened against Base Metal, in respect of any Tax and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any Governmental Authority relating to any Tax, and Base Metal is not aware of any contingent liability of Base Metal for Tax or any grounds that could prompt an assessment or reassessment for any Tax, and Base Metal has not received any indication from any Governmental Authority that any assessment or reassessment is proposed;

(v) Base Metal has deducted, withheld or collected and remitted in a timely manner to the relevant Governmental Authority each Tax or other amount required to be deducted, withheld or collected and remitted by Base Metal;

(w) Base Metal has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified Base Metal of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on Base Metal;

(x) Base Metal has no employees and Base Metal is not a party to any employment, management or consulting agreement of any kind whatsoever; no current or former employee, officer or director of Base Metal are entitled to a severance, termination or other similar payment as a result of the Transaction;

(y) the Corporate Records of Base Metal are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of Base Metal and without limiting the generality of the foregoing: (i) the minute books of Base Metal contain complete and accurate minutes of all meetings of the directors and shareholders of such entities; (ii) such minute books contain all written resolutions passed by the directors and shareholders of Base Metal; (iii) the securities register of Base Metal is complete and accurate, and all transfers of shares of Base Metal have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of Base Metal were duly elected or appointed as the case may be;

(z) all Books and Records of Base Metal have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;

(aa) Base Metal has no material IP and there are no Contracts that are material to the business and operations of Base Metal as presently conducted under which Base Metal licenses any IP from a third party;

(bb) Base Metal is not a 'reporting issuer' or equivalent in any jurisdiction nor are any shares of Base Metal listed or quoted on any stock exchange or electronic quotation system; and

(cc) to the knowledge of Base Metal, no representation or warranty of Base Metal contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.04 Survival of Representations and Warranties

The representations and warranties made by the parties and contained in this Agreement or any document or certificate given pursuant hereto shall survive the Closing of the Transaction until the date that is 18 months from the date of Closing. No claim for breach of any representation, warranty or covenant shall be valid unless that party against whom such claim is made has been given notice thereof before the expiry of such 18-month period.

ARTICLE VI
COVENANTS

6.01 Mutual Covenants

Each of the parties hereby covenants and agrees as follows:

(a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under applicable laws and regulations to complete the Transaction in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any person, including without limitation, any securities regulatory authority, seeks to prevent, delay or hinder implementation of all or any portion of the Transaction or seeks to invalidate all or any portion of this Agreement, the Purchaser and Base Metal shall use commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the parties to complete the Transaction;

(b) to use commercially reasonable efforts to obtain, before the Time of Closing, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic or foreign courts, Governmental Authorities, shareholders and third parties as are necessary for the consummation of the transactions contemplated herein;

(c) to use commercially reasonable efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction; neither the Purchaser nor Base Metal will settle or compromise any claim brought against them in connection with the transactions contemplated by this Agreement prior to the Closing Date without the prior written consent of each of the others, such consent not to be unreasonably withheld or delayed;

(d) to promptly notify each of the other parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement;

(e) to co-operate with each of the other parties hereto in good faith in order to ensure the timely completion of the Transaction; and

(f) to use commercially reasonable efforts to co-operate with each of the other parties hereto in connection with the performance by the other of its obligations under this Agreement.

6.02 <u>Covenants of the Purchaser</u>

The Purchaser covenants and agrees with each of the Shareholders and Base Metal that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, it will:

(a) in a timely and expeditious manner:

(i) file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective; and

(ii) file and/or deliver any document or documents required pursuant to applicable laws and/or the rules and policies of the TSXV in connection with the Transaction as contemplated herein after the Closing;

(b) not solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid," exempt or otherwise, within the meaning of the *Securities Act* (Ontario), for securities or assets of the Purchaser, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event the Purchaser, including any of its officers or directors, receives any form of offer or inquiry, the Purchaser shall forthwith (in any event within one business day following receipt) notify Base Metal of such offer or inquiry and provide Base Metal with such details as it may request;

(c) to the extent necessary, make application to the TSXV and diligently pursue the approval of the Transaction;

(d) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis), furnish promptly to Base Metal (on behalf of itself and the Shareholders) a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Purchaser in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;

(e) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction as contemplated herein, including using commercially reasonable efforts to:

(i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts, as applicable;

(ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either the Purchaser or Base Metal before any Governmental Authority to the extent permitted by such authorities; and

(iii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;

(f) subject to Applicable Laws or as authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;

(g) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its notice of articles or articles as the same exist at the date of this Agreement;

(h) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders.

6.03 Covenants of Base Metal

Base Metal covenants and agrees with the Purchaser that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII , it will:

(a) not to solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid," exempt or otherwise, within the meaning of the *Securities Act* (Ontario), for securities or assets of Base Metal, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event, Base Metal, including any of its officers or directors, receives any form of offer or inquiry, Base Metal shall forthwith (in any event within one business day following receipt) notify the Purchaser of such offer or inquiry and provide the Purchaser with such details as it may request;

(b) to make available and afford the Purchaser and its authorized representatives and, if requested by the Purchaser, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to Base Metal. Base Metal will afford the Purchaser and its authorized representatives every reasonable opportunity to have free and unrestricted access to Base Metal's property, assets, undertaking, records and documents. At the request of the Purchaser, Base Metal will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of Base Metal's business and any of its property or to enable the Purchaser or its authorized representatives to obtain full access to all files and records relating to any of the assets of Base Metal maintained by governmental or other public authorities. The obligations in this Section 6.03(b) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance Base Metal will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of Purchaser under this Section 6.03(b) will not mitigate or otherwise affect the representations and warranties of Base Metal hereunder;

(c) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance Base Metal will be required to disclose that information has been withheld on this basis), furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by Base Metal in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;

(d) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:

(i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts;

(ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either Base Metal or the Purchaser before any Governmental Authority to the extent permitted by such authorities; and

(iii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;

(e) subject to Applicable Laws or as authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;

(f) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons and, for greater certainty, it will not enter into any material transaction out of the ordinary course of business consistent with past practice without the prior consent of the Purchaser, and Base Metal will keep the Purchaser fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained;

(g) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its articles or notice of articles as the same exist at the date of this Agreement;

(h) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:

   (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;

   (ii) increase or decrease its paid-up capital or purchase or redeem any shares;

   (iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire any such shares;

   (iv) not to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of Base Metal (including those that are convertible or exchangeable into securities of Base Metal), other than as contemplated under this Agreement; and

(i) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser.

6.04 <u>Covenants of the Shareholders</u>

Each of the Shareholders, on its own behalf, covenants and agrees with the other parties hereto that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, it will:

(a) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:

(i) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction; and

(ii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;

(b) subject to Applicable Laws or as otherwise authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;

(c) if the Shareholder is a corporation or entity, take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser; and

(d) not encumber in any manner the Purchased Shares and ensure that at the Time of Closing the Purchased Shares are free and clear of all Liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances whatsoever.

6.05 Post-Closing Covenant of the Shareholder

For a period of 24 months following the Closing, the Shareholder shall, and shall cause its nominees if any Purchaser common shares are registered to the Shareholder's nominees to, give the Purchaser a minimum of five Business Days' written notice of its intention to sell any Purchaser common shares and shall allow the Purchaser a reasonable period of time to coordinate a purchaser for such Purchaser common shares.

ARTICLE VII
TERMINATION

7.01 Termination

This Agreement may be terminated in writing at any time prior to the Closing:

(a) by mutual written consent of the Purchaser and Base Metal;

(b) by either Base Metal or the Purchaser if the Closing shall not have been consummated on or prior to the Termination Date, without liability to the terminating party on account of such termination; provided that the right to terminate this Agreement pursuant to this Section 7.01(b) shall not be available to a party whose breach or violation of any representation, warranty, covenant, obligation or agreement under this Agreement has been the cause of or has resulted in the failure of the Closing to occur on or before such date;

(c) by the Purchaser, if there has been a material breach by Base Metal or the Shareholders of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 3.01 which Base Metal or the Shareholders, as applicable, fails to cure within ten (10) Business Days after written notice thereof is given by the Purchaser;

(d) by Base Metal if there has been a material breach by the Purchaser of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 3.03 which the Purchaser fails to cure within ten (10) Business Days after written notice thereof is given by Base Metal;

(e) by any party, if any permanent injunction or other order of a court or other competent authority preventing the Closing shall have become final and non-appealable; provided, however, that no party shall be entitled to terminate this Agreement if such party's material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order.

7.02 <u>Effect of Termination</u>

Upon termination of this Agreement in accordance with the terms hereof, the parties hereto shall have no further obligations under this Agreement, other than the obligations contained in Sections 9.03 and 9.08.

ARTICLE VIII
INDEMNIFICATION

8.01 <u>Indemnification by the Purchaser</u>

Subject to Section 5.04, the Purchaser shall indemnify and save the Shareholders and Base Metal harmless for and from:

(a) any loss, damages or deficiencies suffered by the Shareholders or Base Metal as a result of any breach of representation, warranty or covenant on the part of the Purchaser contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and

(b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

8.02 Indemnification by Base Metal

Subject to Section 5.04, Base Metal shall indemnify and save the Purchaser harmless for and from:

(a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach of representation, warranty or covenant on the part of Base Metal contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and

(b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

8.03 Indemnification by Shareholders

Subject to Section 5.04, each of the Shareholders, on its own behalf, and not on behalf of any other Shareholder, severally (and for greater certainty, not jointly with any other Shareholder) shall indemnify and save the Purchaser harmless for and from:

(a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach by such Shareholder of any representation, warranty or covenant on the part of such Shareholder contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and

(b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

8.04 Notice of Claim

A party entitled to and seeking indemnification pursuant to the terms of this Agreement (the "**Indemnified Party**") shall promptly give written notice to the party or parties, as applicable, responsible for indemnifying the Indemnified Party (the "**Indemnifying Party**") of any claim for indemnification pursuant to Sections 8.01, 8.02 and 8.03 (a "**Claim**", which term shall include more than one Claim). Such notice shall specify whether the Claim arises as a result of a claim by a person against the Indemnified Party (a "**Third Party Claim**") or whether the Claim does not so arise (a "**Direct Claim**"), and shall also specify with reasonable particularity (to the extent that the information is available):

(a) the factual basis for the Claim; and

(b) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

8.05 Procedure for Indemnification

(a) Direct Claims. With respect to Direct Claims, following receipt of notice from the Indemnified Party of a Claim, the Indemnifying Party shall have 30 days to make such investigation of the Claim as the Indemnifying Party considers necessary or desirable, acting reasonably. For the purpose of such investigation, the

Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such 30 day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim.

(b) Third Party Claims. With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party's commercially reasonable out-of-pocket expenses incurred as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party, shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Indemnifying Party and the Indemnified Party shall be retained by the Indemnifying Party. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

8.06 General Indemnification Rules

The obligations of the Indemnifying Party to indemnify the Indemnified Party in respect of Claims shall also be subject to the following:

(a) without limiting the generality of Sections 8.01, 8.02 and 8.03, any Claim for breach of any representation, warranty or covenant shall be subject to Section 5.04;

(b) the Indemnifying Party's obligation to indemnify the Indemnified Party shall only apply to the extent that the Claims in respect of which the Indemnifying Party has given an indemnity, in the aggregate, exceed $5,000;

(c) notwithstanding anything to the contrary in this Agreement, the aggregate liability of an Indemnifying Party which is a Shareholder to any and all Indemnified Parties under this Article VIII shall be limited to the amount paid to such Indemnifying Party in respect of its Purchased Shares pursuant to Section 2.01;

(d) notwithstanding anything to the contrary in this Agreement, the aggregate liability of Base Metal or the Purchaser to any and all Indemnified Parties under this Article VIII shall be limited to the value of the consideration paid under this Agreement;

(e) if any Third Party Claim is of a nature such that the Indemnified Party is required by applicable law to make a payment to any person (a "**Third Party**") with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and thereafter seek reimbursement from the Indemnifying Party for any such payment. If any Indemnifying Party pays, or reimburses an Indemnified Party in respect of any Third Party Claim before completion of settlement negotiations or related legal proceedings, and the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party;

(f) except in the circumstance contemplated by Section 8.05, and whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnified Party shall not negotiate, settle, compromise or pay any Third Party Claim except with the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld);

(g) the Indemnified Party shall not permit any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such Third Party Claim;

(h) the Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available); and

(i) the provisions of this Article VIII shall constitute the sole remedy available to a party against another party with respect to any and all breaches of any agreement, covenant, representation or warranty made by such other party in this Agreement.

ARTICLE IX
GENERAL

9.01 Power of Attorney

Each of the Shareholders hereby severally and irrevocably appoints Base Metal as its agent and attorney to take any action that is required under the Agreement or to execute and deliver any documents on their behalf, including without limitation, for the purposes of all Closing matters and deliveries of documents and do and cause to be done all such acts and things as may be necessary or desirable in connection with the closing matters for the Transaction. Without limiting the generality of the foregoing, Base Metal may, on its own behalf and on behalf of the Shareholders, extend the Time of Closing, modify or waive any conditions as are contemplated herein, negotiate, settle and deliver the final forms of any documents that are necessary or desirable to give effect to the Transaction (other than any escrow agreements required that a Shareholder may be required to enter into), extend such time periods as may be contemplated herein or terminate this Agreement, in its absolute discretion, as it deems appropriate. Each of the Shareholders hereby acknowledges and agrees that any decision or exercise of discretion made by Base Metal under this Agreement, shall be final and binding upon the Shareholders so long as such decision or exercise was made in good faith. The Purchaser shall have no duty to enquire into the validity of any document executed or other action taken by Base Metal on behalf of the Shareholders pursuant to this Article IX.

9.02 <u>Notices</u>

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a "**notice**") shall be in writing addressed as follows:

(a) if to the Purchaser:

Trigon Metals Inc.
130 Queens Quay East, Suite 1224
Toronto, ON M5A 0P6
Attention:
E-mail: [redacted for personal information]

if to Base Metal or the Shareholders:

Base Metal Investment
Suite 005, Grand Baie Business Park,
Grand Baie 30515,
Mauritius
Attention: Barend Morkel, Director
E-mail: [redacted for personal information]

or such other address as may be designated by notice given by either Base Metal or the Purchaser to the other in accordance with this Section 9.02. Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by email shall, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the next Business Day. Any notice delivered to Base Metal in accordance with this Section 9.02 prior to the Time of Closing shall be deemed to have been delivered to each of the Shareholders. Any Shareholder may, from time to time, by notice given in accordance with this Section 9.02, designate or provide an address of such Shareholder for notices to be given after the Time of Closing.

9.03 <u>Confidentiality</u>

Prior to Closing and, if the Transaction is not completed, at all times thereafter, each of the parties hereto will keep confidential and refrain from using all information obtained by it in connection with the transactions contemplated by this Agreement relating to any other party hereto, provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a party or which subsequently comes into the public domain other than as a result of a breach of such party's obligations under this Section 9.03. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to applicable laws or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority or other competent authority.

9.04 Assignment

Other than as provided herein, no party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other parties hereto, such consent not to be unreasonably withheld or delayed.

9.05 Binding Effect

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

9.06 Waiver

No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

9.07 Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and is to be treated in all respects as an Ontario contract.

9.08 Expenses

Base Metal shall be responsible for its costs and expenses incurred with respect to the transactions contemplated herein, which are comprised of its legal fees and disbursements relating to preparing this Agreement and related documents specifically relating to the transactions contemplated herein, it being acknowledged, that documentation in respect of the Transaction shall, to as great an extent as reasonably possible, be prepared by the Base Metal's counsel with the assistance of Purchaser as needed. The Purchaser shall be responsible for its costs and expenses incurred with respect to the transactions contemplated herein. If during the term of this Agreement, the Transaction does not successfully complete, then each party will be responsible for its own expenses incurred.

9.09 No Personal Liability

(a) No director, officer, employee or agent of the Purchaser shall have any personal liability whatsoever to Base Metal or the Shareholders under this Agreement or any other document delivered in connection with the Transaction on behalf of the Purchaser.

(b) No director, officer, employee or agent of Base Metal (in such capacity) shall have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered in connection with the Transaction on behalf of Base Metal.

9.10 Time of Essence

Time is of the essence of this Agreement and of each of its provisions.

9.11 Public Announcements

Base Metal and the Purchaser shall co-operate with the other in releasing information concerning this Agreement and the transactions contemplated herein, and shall furnish to and discuss with the other drafts of all press and other releases prior to publication. No press release or other public announcement concerning the proposed transactions contemplated by this Agreement will be made by any party hereto without the prior consent of the other parties, such consent not to be unreasonably withheld or delayed; provided that nothing contained herein shall prevent any party hereto at any time from furnishing any information to any Governmental Authority or to the public if so required by applicable law.

9.12 Further Assurances

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

9.13 Entire Agreement

This Agreement, together with the documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

9.14 Amendments

No amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.

9.15 Severability

In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.

9.16 Remedies Cumulative

The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

9.17 Counterparts

This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the date first above written.

TRIGON METALS INC.

By: *"Jed Richardson"* (signed)
Name: Jed Richardson
Title: CEO

BASE METAL INVESTMENT AND SERVICES

By: *"Barend Morkel"* (signed)
Name: Barend Morkel
Title: Authorized Signatory

[Signature pages of the Shareholder follows.]

Base Metal Shareholder

COMMODITY MAKERS INTERNATIONAL

By: *"Barend Morkel"* (signed)
Name: Barend Morkel
Title: Authorized Signatory

Schedule A

Shareholders of Base Metal

Name of Shareholder	Number of Shares
COMMODITY MAKERS INTERNATIONAL	1,000
TOTAL	**1,000**

SCHEDULE B

Description of the Kalahari Copper Project

1. **Primary EPLs**

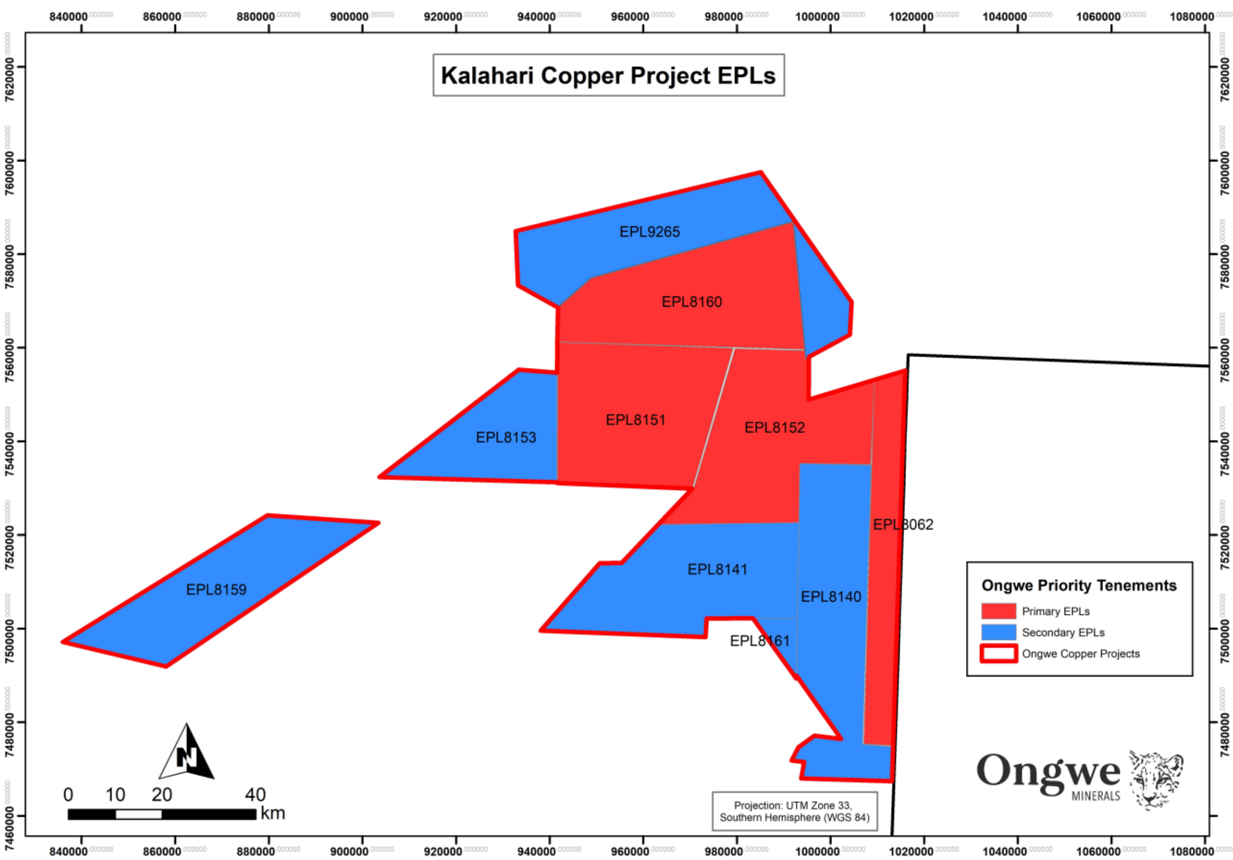
The following EPLs are the primary EPLs that must be held by Copperbelt at the Time of Closing - 8062; 8151; 8152 and 8160.

2. **Secondary EPLs**

The following EPLs are the secondary EPLs that Copperbelt, KCB MINERALS (PTY) LTD. AND ONGWE MINERALS (PTY) LTD. must make their best commercial endeavours to have transferred into Copperbelt's name after the Time of Closing – 8140; 8141; 8153; 8159; 8161 and 9265.

The following EPLs are categorized as secondary EPLs due to outstanding Environmental Clearance Certificates: 8140; 8141; 8153; 8159; 8161.

The following EPLs are categorized as secondary EPLs due to their application status: 9265.



Map showing all the primary and secondary EPLs of the Kalahari Copper Project.

Order	Lat Deg	Lat Min	Lat Sec		Long Deg	Long Min	Long Sec	
1	- 22	45	15.98	S	19	59	46.00	E
2	- 22	45	10.01	S	19	56	4.99	E
3	- 22	03	7.66	S	19	55	55.01	E
4	- 22	01	56.14	S	19	59	43.00	E
5	- 22	01	54.98	S	19	59	47.00	E

EPL8062 coordinates.

Order	Lat Deg	Lat Min	Lat Sec		Long Deg	Long Min	Long Sec	
1	- 22	12	54.78	S	19	55	56.59	E
2	- 22	12	58.43	S	19	51	40.54	E
3	- 22	18	35.45	S	19	51	6.88	E
4	- 22	18	36.55	S	19	47	7.58	E
5	- 22	37	52.99	S	19	47	25.77	E
6	- 22	44	34.08	S	19	53	2.66	E
7	- 22	44	19.23	S	19	50	3.13	E
8	- 22	45	45.13	S	19	47	58.47	E
9	- 22	47	23.98	S	19	47	0.90	E
10	- 22	47	28.83	S	19	48	44.90	E
11	- 22	49	23.86	S	19	48	28.55	E
12	- 22	49	22.46	S	19	59	46.15	E
13	- 22	45	15.74	S	19	59	46.30	E
14	- 22	45	10.44	S	19	56	4.80	E

MINISTRY OF MINES
AND ENERGY

EPL8140 coordinates.

Order	Lat Deg	Lat Min	Lat Sec		Long Deg	Long Min	Long Sec	
1	- 22	19	53.24	S	19	47	8.01	E
2	- 22	20	40.29	S	19	29	34.04	E
3	- 22	25	0.33	S	19	25	13.21	E
4	- 22	25	4.13	S	19	22	38.35	E
5	- 22	33	19.39	S	19	15	0.19	E
6	- 22	33	30.71	S	19	36	11.15	E
7	- 22	31	21.87	S	19	36	18.18	E
8	- 22	31	16.33	S	19	41	50.32	E
9	- 22	30	55.66	S	19	47	19.63	E
1	- 22	24	26.02	S	19	36	11.79	E
2	- 22	23	29.20	S	19	37	26.58	E
3	- 22	23	9.56	S	19	38	4.13	E
4	- 22	27	25.03	S	19	42	56.90	E
5	- 22	29	11.44	S	19	40	27.17	E

EPL8141 coordinates.

Order	Lat Deg	Lat Min	Lat Sec		Long Deg	Long Min	Long Sec	
1	- 21	59	53.54	S	19	16	32.71	E
2	- 22	00	2.21	S	19	38	31.08	E
3	- 22	05	12.07	S	19	33	57.06	E
4	- 22	10	44.62	S	19	34	1.87	E
5	- 22	12	7.05	S	19	35	7.35	E
6	- 22	16	10.15	S	19	33	59.96	E
7	- 22	16	11.49	S	19	16	57.65	E
8	- 22	03	26.90	S	19	16	36.06	E
9	- 22	03	19.34	S	19	16	41.80	E

EPL8151 coordinates.

Order	Lat Deg	Lat Min	Lat Sec		Long Deg	Long Min	Long Sec	
1	- 22	00	1.12	S	19	38	32.60	E
2	- 22	00	0.52	S	19	47	10.35	E
3	- 22	00	59.63	S	19	47	19.20	E
4	- 22	00	43.52	S	19	47	43.19	E
5	- 22	05	38.32	S	19	47	49.23	E
6	- 22	03	6.04	S	19	55	55.64	E
7	- 22	12	54.36	S	19	55	49.45	E
8	- 22	13	3.86	S	19	47	1.83	E
9	- 22	19	56.52	S	19	47	10.27	E
10	- 22	20	40.26	S	19	29	36.12	E
11	- 22	16	11.75	S	19	33	59.92	E

MINISTRY OF MINES AND ENERGY

EPL8152 coordinates.

Order	Lat Deg	Lat Min	Lat Sec		Long Deg	Long Min	Long Sec	
1	- 22	03	11.02	S	19	11	50.46	E
2	- 22	03	20.91	S	19	16	35.70	E
3	- 22	16	11.18	S	19	16	58.33	E
4	- 22	16	11.17	S	19	01	5.73	E
5	- 22	16	4.12	S	18	54	51.14	E

MINISTRY OF MINES AND ENERGY

EPL8153 coordinates.

Order	Lat Deg	Lat Min	Lat Sec		Long Deg	Long Min	Long Sec	
1	- 22	21	18.45	S	18	54	56.37	E
2	- 22	20	46.91	S	18	41	7.69	E
3	- 22	35	58.50	S	18	16	5.00	E
4	- 22	38	31.57	S	18	28	59.37	E
1	- 22	25	49.62	S	18	34	21.41	E
2	- 22	25	51.57	S	18	34	21.39	E
3	- 22	26	2.14	S	18	34	21.02	E
4	- 22	26	1.79	S	18	34	22.34	E
5	- 22	26	13.80	S	18	34	22.11	E
6	- 22	26	24.84	S	18	34	19.30	E
7	- 22	26	24.86	S	18	34	17.85	E
8	- 22	26	36.17	S	18	34	15.76	E
9	- 22	26	39.29	S	18	34	14.95	E
10	- 22	26	49.06	S	18	34	17.11	E
11	- 22	26	51.10	S	18	33	56.09	E
12	- 22	26	51.95	S	18	33	37.89	E
13	- 22	26	26.98	S	18	33	42.95	E
14	- 22	26	14.95	S	18	33	44.98	E
15	- 22	25	51.88	S	18	33	49.94	E
16	- 22	25	50.66	S	18	34	5.80	E

EPL8159 coordinates.

Order	Lat Deg	Lat Min	Lat Sec		Long Deg	Long Min	Long Sec	
1	- 21	59	52.22	S	19	16	37.35	E
2	- 21	59	46.92	S	19	16	37.18	E
3	- 21	55	54.00	S	19	16	30.00	E
4	- 21	52	22.00	S	19	20	33.00	E
5	- 21	45	12.91	S	19	45	16.04	E
6	- 21	59	52.06	S	19	47	10.07	E

EPL8160 coordinates.

Order	Lat Deg	Lat Min	Lat Sec		Long Deg	Long Min	Long Sec	
1	- 22	37	53.34	S	19	47	26.21	E
2	- 22	37	16.45	S	19	46	55.27	E
3	- 22	31	16.93	S	19	41	55.45	E
4	- 22	30	55.66	S	19	47	19.63	E

MINISTRY OF MINES AND ENERGY

EPL8161 coordinates.

(iii) Co-ordinates of area applied for *

Label	Latitude	Longitude	Label	Latitude	Longitude
1	-21.7863889	19.1836111	**7**	-21.9666222	19.8783583
2	-21.8907693	19.1912911	**8**	-21.9038278	19.8800722
3	-21.9316667	19.2750000	**9**	-21.6595255	19.6849147
4	-21.8727758	19.3425318			
5	-21.7535813	19.7544943			
6	-22.0164611	19.7885583			

**In degrees/minutes/seconds or decimal degrees, accurate to seven (7) decimal places. GPS readings are not acceptable.*

EPL9265 application coordinates.

SCHEDULE C

Base Metal Material Contracts

1. SHARE EXCHANGE AGREEMENT ENTERED INTO WITH COPPERBELT EXPLORATION (PTY) LTD, KCB MINERALS (PTY) LTD. AND ONGWE MINERALS (PTY) LTD.

SCHEDULE D

Form of Lock-Up Agreement

[Redacted]