SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made effective November 18, 2013,

AMONG:

PRECISION ENTERPRISES INC., a company incorporated under the laws of British Columbia and having an office at Suite 303, 595 Howe Street, Vancouver, British Columbia, V6C 2T5

("**Precision**")

AND:

ALLANTE RESOURCES INC., a company incorporated under the laws of Nova Scotia and having an office at 1969 Upper Water Street, Halifax, Nova Scotia, B3J 3R7

("**Allante**")

AND:

THE HOLDERS OF SHARES ISSUED BY ALLANTE, as listed in Schedule "A" attached hereto

(collectively, the "**Allante Shareholders**")

WHEREAS:

A. Precision is a company whose common shares are listed on the NEX board of the TSXV;

B. The Allante Shareholders are the owners of all of the common shares issued by Allante; and

C. Precision wishes to purchase all of the issued and outstanding common shares of Allante from the Allante Shareholders in exchange for common shares of Precision, upon and subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

1. INTERPRETATION

1.1 **Defined terms** – The following terms have the following meanings in this Agreement:

(a) "**Acquisition**" means the acquisition of the Allante Shares by Precision in exchange for Post-Consolidation Precision Shares on a 1:1 basis, upon and subject to the terms and conditions of this Agreement;

(b) "**Allante Financial Statements**" means the audited financial statements of Allante for the years ended December 31, 2010, 2011 and 2012 and reviewed financial statements for the nine month period ended September 30, 2013;

(c) "**Allante Insiders**" means Howard Bird, Brian MacEachen, James Megann, Wade Dawe and Kelligrew Inc. and their respective associates and affiliates;

(d) "**Allante Ledgers**" means the general ledger of Allante for the year ended December 31, 2012 together with the general ledger of Allante Resources Gabon SARL for the six months ended June 30, 2013, as provided to Precision by email dated July 29, 2013;

(e) "**Allante Properties**" means the mineral property interests owned by Allante or the Subsidiaries and which are listed in Schedule "B";

(f) "**Allante Shares**" means the 15,375,000 issued and outstanding common shares in the capital of Allante, being all of the issued and outstanding shares in the capital of Allante;

(g) "**Allante Shareholders**" means the Persons listed in Schedule "A";

(h) "**Applicable Laws**" means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority or stock exchange having jurisdiction over the transactions contemplated hereby or the parties to this Agreement;

(i) "**Business Day**" means any day except Saturday, Sunday or a statutory holiday in Vancouver, British Columbia, Canada or in Halifax, Nova Scotia;

(j) "**Closing**" means the completion of the Acquisition on the Closing Date pursuant to the terms and conditions contained in this Agreement;

(k) "**Closing Date**" means November 29, 2013, or such other date on or before the Drop Dead Date upon which Precision and Allante may mutually agree;

(l) "**Companies Act**" means the *Companies Act* (Nova Scotia);

(m) "**Consolidation**" means the consolidation of Precision Shares on the basis of three (3) Precision Shares being combined into one (1) Post-Consolidation Precision Share;

(n) "**Drop Dead Date**" means February 28, 2014 or such later date upon which Precision and Allante may mutually agree;

(o) "**Effective Date**" means the date of this Agreement;

(p) "**Employee Benefits**" means:

(i) salaries, wages, bonuses, vacation entitlements, commissions, fees, stock option plans, stock purchase plans, incentive plans, deferred compensation plans, profit-sharing plans and other similar benefits, plans or arrangements;

(ii) insurance, health, welfare, drug, disability, pension, retirement, travel, hospitalization, medical, dental, legal counseling, eye care and other similar benefits, plans or arrangements; and

(iii) agreements or arrangements with any labour union or employee association, written or oral employment agreements or arrangements and agreements or arrangements for the retention of the services of independent contractors, consultants or advisors;

(q) "**Environmental Laws**" means all Applicable Laws currently in effect relating to pollution or protection of the environment, health, safety or natural resources, including, without limitation, the use, consumption, handling, transportation, storage or Release of Hazardous Substances;

(r) "**Environmental Order**" means any prosecution, order, decision, notice, direction, report, recommendation or request issued, rendered or made by any Governmental Authority in connection with Environmental Laws;

(a) "**Escrow Agreement**" means the CPC Escrow Agreement dated July 31, 2006 among Precision, Pacific Corporate Trust Company and certain shareholders of Precision, as modified by the Escrow Assumption Agreement among Pacific Corporate Trust Company, Olympia Trust Company and Precision dated May 17, 2008 and the Escrow Assumption Agreement among Precision, Olympia Trust Company and Computershare Investor Services Inc. dated February 29, 2012;

(b) "**Financing**" means the private placement offering and sale of Financing Units to raise gross proceeds of not less than $750,000 or such other amount as required to satisfy the initial listing requirements of the TSXV, to a maximum of up to $1,500,000 at a purchase price of not less than $0.25 per Financing Unit or such other price as may be agreed by Precision and Allante, where the proceeds, if received in advance of completion of the Financing and the Acquisition, are held by Precision in escrow pending completion of the Acquisition and released on terms mutually agreeable to Allante and Precision;

(c) "**Financing Units**" means the units to be offered and sold under the Financing, each such Financing Unit to consist of one Post-Consolidation Precision Share and one–half of one Financing Warrant;

(d) "**Financing Warrants**" means the common share purchase warrants of Precision, one-half of which (or such other proportion as may be agreed by Precision and Allante) will be included in each Financing Unit. Unless otherwise agreed by Precision and Allante, each whole Financing Warrant will entitle the holder thereof to acquire one additional Post-Consolidation Precision Share at a purchase price of $0.40 per share at any time until the date that is one year from the closing of the Financing;

(e) "**Governmental Authority**" means any government or governmental, administrative, regulatory or judicial body, department, commission, authority, tribunal, agency or entity;

(f) "**Hazardous Substance**" means any substance, combination of substances or by–product of any substance which is or may become hazardous, toxic, injurious or dangerous to any person, property, air, land, water, flora, fauna or wildlife; and includes but is not limited to contaminants, pollutants, wastes and dangerous, toxic, deleterious or designated substances as defined in or pursuant to any Environmental Laws or Environmental Orders;

(g) "**Intellectual Property**" means (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations–in–part of patents or patent applications; (ii) proprietary and non–public business information, including inventions, invention disclosures, improvements, discoveries, trade secrets, confidential information, know–how, methods, processes, designs, technology, technical data, schematics and documentation relating to any of the foregoing; (iii) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade–marks, trade–mark registrations, trade–mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (iv) computer software and programs; and (v) any other intellectual property;

(h) "**Name Change**" means the change of name of Precision to such name as may be agreed upon by Precision and Allante;

(i) "**Parties**" means each of Precision, Allante and the Allante Shareholders and "**Party**" means each one of them, as applicable;

(j) "**Person**" means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Authority;

(k) "**Post-Consolidation Precision Shares**" means the common shares in the capital of Precision after giving effect to the Consolidation;

(l) "**Precision Financial Statements**" means the draft audited financial statements of Precision for the year ended July 31, 2013, a copy of which has been provided to Allante;

(m) "**Precision Shares**" means the common shares in the capital of Precision prior to giving effect to the Consolidation;

(n) "**Public Record**" means all information and documents publicly filed by or on behalf of Precision since July 31, 2009 and to the date of this Agreement with securities regulatory authorities in Canada, and appearing under Precision's profile page on SEDAR at www.sedar.com.

(o) "**Qualified Property**" means the Malinga Permit, as described in Schedule "B";

(p) "**Regulatory Approvals**" means all third party approvals required to be obtained prior to Closing for all of the transactions contemplated herein, including without limitation all required approvals of the TSXV;

(q) "**Release**" includes abandon, add, deposit, discharge, disperse, dispose, dump, emit, empty, escape, leach, leak, migrate, pour, pump, release or spill;

(r) "**Securities Acts**" means the British Columbia *Securities Act* and the Alberta *Securities Act*, as amended from time to time;

(s) "**Security Interest**" includes a mortgage, debenture, charge, encumbrance, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off;

(t) "**Sponsor**" means any sponsor or broker (as such terms are used in the TSXV Corporate Finance Manual) engaged by Precision in order to satisfy the requirements of TSXV in respect of the Acquisition;

(u) "**Subsidiaries**" means, collectively, Allante Resources Gabon SARL and Allante Resources Congo SARL, and "**Subsidiary**" shall mean either one of them, as the case may be;

(v) "**Technical Report**" means an independent technical report in Form 43-101F1 respecting one or more of the Allante Properties in a form acceptable to Precision, the TSXV and the Sponsor;

(w) "**Time of Closing**" means 10:00 a.m. (Vancouver time) on the Closing Date, or such other time as Precision and Allante may agree;

(x) "**Title Opinion**" means an opinion of counsel, addressed to Precision and such other Persons as Precision may reasonably require, as to the ownership of the Allante Properties by the applicable Subsidiary and the ownership of such Subsidiary by Allante, and as to such other matters as may be required by Precision, the Sponsor or their respective counsel, acting reasonably;

(y) "**TSXV**" means the TSXV Venture Exchange;

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

(aa) "**U.S. Person**" has the meaning set forth in Rule 902 of Regulation S under the United States *Securities Act of 1933*, as amended.

1.2 **Schedules –** The following schedules attached hereto constitute a part of this Agreement:

Schedule "A" – List of Allante Shareholders
Schedule "B" – List of Allante Properties
Schedule "C" – List of Allante Subsidiaries
Schedule "D" – Allante Employees
Schedule "E" – Allante Ordinary Course Material Adverse Changes

1.3 **Headings –** The headings in this Agreement are for reference only and do not constitute terms of the Agreement.

1.4 **Interpretation –** Unless the context of this Agreement otherwise requires, to the extent necessary so that each clause will be given the most reasonable interpretation, the singular number will include the plural and vice versa, the verb will be construed as agreeing with the word so substituted, words importing the masculine gender will include the feminine and neuter genders, words importing persons will include firms and corporations and words importing firms and corporations will include individuals.

1.5 **Currency –** Unless otherwise stated, all references to money in this Agreement shall be deemed to be references to the currency of Canada.

1.6 **Knowledge –** Whenever in this Agreement a representation and warranty is qualified by the statement "to the best knowledge" of a Party or any similar statement, that statement shall mean to the best knowledge of the Party's directors and officers after having made due and reasonable enquiries and investigations.

2. PURCHASE AND SALE

2.1 **Agreement –** Subject to the terms and conditions of this Agreement, on the Closing Date:

(a) Each of the Allante Shareholders hereby agrees to sell, assign and transfer all (and not less than all) of the Allante Shares owned by it as set forth in Schedule "A" to Precision, and Precision agrees to purchase all (and not less than all) of the Allante Shares from each of the Allante Shareholders, in exchange for one Post-Consolidation Precision Share for each one Allante Share, as set forth in Schedule "A", such exchange ratio to be adjusted in the event of any stock splits, consolidations other than the Consolidation, stock dividends or other events affecting the outstanding Precision Shares or Allante Shares; and

(b) Precision will not be obliged to complete the purchase of any Allante Shares unless the purchase of all Allante Shares is completed simultaneously at the Closing.

2.2 **Acknowledgements –** Each of the Allante Shareholders hereby acknowledges and agrees with Precision as follows:

(a) the transfer of the Allante Shares and the issuance of Post-Consolidation Precision Shares will be made pursuant to applicable exemptions (the "**Exemptions**") from the formal takeover bid and registration and prospectus (or equivalent) requirements of the Applicable Laws;

(b) as a consequence of acquiring Post-Consolidation Precision Shares pursuant to the Exemptions:

(i) the Allante Shareholder is restricted from using certain of the civil remedies available under the Applicable Laws;

(ii) the Allante Shareholder may not receive information that might otherwise be required to be provided to the Allante Shareholder, and Precision is relieved from certain obligations that would otherwise apply under the Securities Acts and the *Securities Act* (Nova Scotia) if the Exemptions were not being relied upon by Precision;

(iii) there is no government or other insurance covering Post-Consolidation Precision Shares;

(iv) there are risks associated with the acquisition of Post-Consolidation Precision Shares;

(v) there are restrictions on the Allante Shareholder's ability to resell Post-Consolidation Precision Shares, and it is the responsibility of such Allante Shareholder to find out what those restrictions are and to comply with them before selling any Post-Consolidation Precision Shares; and

(vi) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in Post-Consolidation Precision Shares;

(c) the Allante Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Laws of the Securityholder's jurisdiction of residence which apply to the sale of the Allante Shares and the issuance of Post-Consolidation Precision Shares and which may impose restrictions on the resale of such Post-Consolidation Precision Shares in that jurisdiction and it is the responsibility of the Allante Shareholder to find out what those trade restrictions are, and to comply with such restrictions before selling its Post-Consolidation Precision Shares;

(d) The Allante Shareholder also acknowledges that the certificates for Post-Consolidation Precision Shares will bear a legend or legends respecting restrictions on transfers as required under Applicable Laws and that such Allante Shareholder has been advised to consult its own legal advisor with respect to applicable resale restrictions and that it is solely responsible for complying with such restrictions;

(e) without in any way limiting the generality of the foregoing, the Allante Shareholder acknowledges that National Instrument 45-102 Resale of Securities of the Canadian Securities Administrators ("**NI 45-102**") provides that the Allante Shareholders must hold and may not sell, transfer or in any manner dispose of Post-Consolidation Precision

Shares in Canada, unless the following conditions are satisfied or unless another exemption from applicable Canadian securities laws is satisfied:

(i) Precision is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding the sale;

(ii) the trade is not a "control distribution" (as defined in NI 45-102);

(iii) no unusual effort is made to prepare the market or to create a demand for the security that is the subject of the sale;

(iv) no extraordinary commission or consideration is paid to a Person or company in respect of the sale; and

(v) if the selling securityholder is an insider or officer of Precision, the selling securityholder has no reasonable grounds to believe that Precision is in default of Canadian securities legislation.

3. CHANGE IN YEAR-END OF PRECISION AND IN DIRECTORS AND OFFICERS OF PRECISION AND ALLANTE

3.1 **Change in Year End -** Effective as of the Closing, Precision shall adopt a financial year end of December 31.

3.2 **New Directors and Officers**

(a) Effective as of the Closing, the directors and officers of Precision will consist of:

James Megann	Director and Chief Executive Officer
Rob Randall	Chief Financial Officer
Wade Dawe	Corporate Secretary
Joe DeVries	Director
Howard Bird	Director
Donald H. Oliver, Q.C.	Director

(b) The directors and officers of Allante will be such persons to be determined by the directors of Precision immediately following the Closing.

(c) If any of the proposed directors and officers of Precision or Allante set out above are not acceptable to the TSXV, the directors of Precision shall nominate such other person as may be acceptable to the TSXV.

3.3 **PIFs –** Allante shall deliver to Precision as soon as practicable after the Effective Date a TSXV Form 2A – *Personal Information Form* or, if applicable and if permitted by the TSXV, a TSXV Form 2C1 – *Declaration* duly completed by each of its nominees as a director and/or officer of Precision.

3.4 **Resignations –** At the Closing:

(a) Allante shall deliver resignations of those directors and officers of Allante who are either not continuing with Allante or are continuing in a different capacity or role, such resignations to include waivers in respect of any liabilities of Allante to them in a form acceptable to Precision, acting reasonably; and

(b) Precision shall deliver resignations of those directors and officers of Precision who are either not continuing with Precision or are continuing in a different capacity or role, such resignations to include waivers in respect of any liabilities of Precision to them in a form acceptable to Allante, acting reasonably.

4. COVENANTS AND AGREEMENTS

4.1 **Given by Precision –** Precision covenants and agrees with Allante that Precision will:

(a) permit representatives of Allante and the Allante Shareholders full access during Precision's business hours to Precision's property, books and records including, without limitation, all of the assets, contracts, financial records and minute books of Precision, so as to permit such investigation of Precision as Allante and the Allante Shareholders deem reasonably necessary;

(b) from and including the Effective Date through to and including the Time of Closing, do all such acts and things necessary to ensure that all of the representations and warranties of Precision contained in this Agreement remain true and correct in all material respects and not do any such act or thing that would render any representation or warranty of Precision untrue or incorrect in any material respect;

(c) use its reasonable commercial efforts to obtain all necessary shareholder and Regulatory Approvals as may be required for the performance of Precision of its obligations under this Agreement prior to the Closing, including approval of the TSXV of the Acquisition and the listing of the Post-Consolidation Precision Shares on the TSXV;

(d) if required by the TSXV, retain a Sponsor to provide a sponsorship report to the TSXV in respect of the Acquisition;

(e) if required by the TSXV, retain a valuator to provide a valuation of Allante;

(f) finance the preparation of the Title Opinion;

(g) finance the preparation of the Technical Report;

(h) complete the Consolidation and, if the Name Change is agreed by Precision and Allante prior to the Time of Closing, the Name Change prior to the Closing;

(i) do all acts and things necessary to permit Precision to adopt a financial year end of December 31 on Closing;

(j) from and including the Effective Date through to and including the Time of Closing, except as set out in this Agreement, not issue or reach any agreement or understanding with any other party to issue any securities without the prior written consent of Allante;

(k) prior to Closing, it will expend its working capital towards its normal ongoing costs as a public company and towards the payment of all of its costs and fees incurred in connection with the Acquisition and the other transactions contemplated by this Agreement;

(l) comply with the terms of this Agreement and faithfully and expeditiously seek to close the Acquisition and related transactions by the Closing Date, or such other date prior to the Drop Dead Date as may be requested by Allante, acting reasonably; and

(m) finalize and file on SEDAR the Precision Financial Statements, in the form provided to Allante other than the addition of a subsequent event to address this Agreement.

4.2 **Given by Allante –** Allante covenants and agrees with Precision that Allante will:

(a) permit representatives of Precision, at their own cost, full access during Allante's business hours to its books, records and property including, without limitation, all of the assets, contracts, financial records and minute books of Allante and the Subsidiaries, so as to permit Precision to make such investigation of Allante and the Subsidiaries as Precision deems necessary;

(b) from and including the Effective Date through to and including the Time of Closing, do all such acts and things reasonably necessary to ensure that all of the representations and warranties of Allante contained in this Agreement remain true and correct in all material respects and not do any such act or thing that would render any representation or warranty untrue or incorrect in any material respect;

(c) use its reasonable commercial efforts to obtain all necessary shareholder and Regulatory Approvals as may be required for the performance of Allante of its obligations under this Agreement;

(d) facilitate the preparation of a Technical Report, and cooperate with Precision and its agents and representatives in that respect;

(e) assist Precision with obtaining all Regulatory Approvals by providing Precision with such information and documents as Precision may reasonably request;

(f) facilitate the provision of the Title Opinion to Precision, its counsel, the TSXV and if necessary, the Sponsor;

(g) if sponsorship is required by the TSXV, cooperate with the Sponsor in respect of its work to complete a sponsorship report acceptable to the TSXV;

(h) if a valuation is required by the TSXV, cooperate with any valuator retained by Precision to value the Allante Shares;

(i) from and including the Effective Date through to and including the Time of Closing, maintain the Allante Properties in good standing free and clear of all liens and encumbrances, including the payment of all fees, rentals, rates, taxes, bonds and other payments relating to the Allante Properties;

(j) comply with the terms of this Agreement and faithfully and expeditiously seek to close the Acquisition and related transactions by the Closing Date, or such other date prior to the Drop Dead Date as may be requested by Precision, acting reasonably;

(k) in the event that this Agreement is terminated or the Closing does not occur on or before the Drop Dead Date, immediately repay to Precision, by way of certified cheque, money order or wire transfer any loans made from Precision to Allante, which, for greater certainty, shall not include the $25,000 advanced from Precision prior to the date hereof, with interest at a rate of 7% per annum;

(l) from and including the Effective Date through to and including the Time of Closing, except as set out in this Agreement, not reach any agreement or understanding with any other party to issue any securities without the prior written consent of Precision; and

(m) provide the Allante Financial Statements to Precision as soon as practicable after the date hereof.

4.3 **Given by the Allante Shareholders –** Each of the Allante Shareholders covenants and agrees with Precision that such Allante Shareholder will:

(a) from and including the Effective Date through to and including the Time of Closing, do all such acts and things reasonably necessary to ensure that all of the representations and warranties of such Allante Shareholder contained in this Agreement remain true and correct in all material respects and not do any such act or thing that would render any such representation or warranty untrue or incorrect in any material respect;

(b) not transfer, sell, encumber or otherwise dispose of any of its Allante Shares or any interest therein without the prior written consent of Precision;

(c) assist Precision with obtaining all Regulatory Approvals by providing Precision with such information and documents as may be reasonably requested by Precision;

(d) enter into such escrow agreements in respect of the Post-Consolidation Precision Shares as may be required by the TSXV or other regulator; and

(e) comply with the terms of this Agreement and faithfully and expeditiously seek to close the Acquisition and related transactions by the Closing Date.

5. PRIVATE PLACEMENT

Precision and Allante shall use their commercially reasonable best efforts to complete the Financing concurrently with the completion of the Acquisition. Precision may pay to eligible third parties a cash commission or finder's fee of not more than 6% of the proceeds raised in connection with the Financing, unless Precision and Allante agree otherwise.

6. SPONSORSHIP COST

Precision shall be responsible for the fees and costs relating to the sponsorship by a member firm of the TSXV in relation to the Acquisition, if sponsorship is required by the TSXV.

7. CONDITIONS PRECEDENT

7.1 **In favour of all parties –** The obligations of the Parties under this Agreement are subject to the fulfillment of the following conditions at or prior to the Closing:

(a) Precision being in a position to close, and Precision closing, the Financing concurrently with the Closing;

(b) receipt of all Regulatory Approvals and consents from third parties and shareholders that are necessary to complete the Acquisition, including without limitation:

(i) the consent of the TSXV to the Acquisition on the terms set out herein and the listing of the Post-Consolidation Precision Shares on the TSXV; and

(ii) shareholders of Precision approving the Acquisition in accordance with the requirements of the TSXV, if required;

(c) Allante and/or Precision:

(i) entering into employment or consulting agreements with the Chief Executive Officer and Chief Financial Officer named in section 3.2(a) on terms mutually acceptable to the parties thereto; and

(ii) retaining Simco Services Inc. ("**Simco**") to provide management and administrative services under a 12 month services contract on terms that are mutually agreed upon between the parties thereto and at similar rates to which Simco provides such services to its other clients in the resource sector; and

(d) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Acquisition, the Financing, the Name Change and the Consolidation.

7.2 **In favour of Precision –** Precision's obligations under this Agreement are subject to the fulfilment of the following conditions at or prior to the Closing:

(a) Allante having not more than 15,375,000 common shares issued and outstanding on the Closing Date;

(b) Precision having received the Allante Financial Statements, which shall show a working capital deficiency that is not materially greater than the working capital deficiency set forth in the Allante Ledgers;

(c) other than the Allante Shares, Allante having not issued any additional securities or rights convertible into securities of Allante;

(d) the shareholders of Allante will have given all necessary approvals for the entry into of this Agreement and all transactions to be completed by Allante as contemplated hereunder;

(e) Allante and each of the Allante Shareholders shall have complied in all material respects with all of their respective covenants and agreements contained in this Agreement;

(f) the representations and warranties contained in this Agreement of Allante and each of the Allante Shareholders shall be true in all material respects as if such representations and warranties had been made by Allante and such Allante Shareholders as of the Time of Closing (with modifications necessary to reflect the transactions contemplated by this Agreement);

(g) Precision having received the Technical Report;

(h) Precision having received evidence of all expenditures incurred and payments made in relation to the Qualified Property, as may be required to demonstrate the satisfaction of the minimum listing requirements of the TSXV;

(i) Allante having at the Closing, total liabilities of approximately $60,000 plus Allante's reasonable operating costs and costs of completing the Acquisition and the Financing incurred after June 30, 2013;

(j) all documents necessary to complete the transfer of legal and beneficial ownership of all Allante Shares shall have been delivered at the Closing;

(k) the absence of any material adverse change in the business, financial condition, prospects, assets or operations of Allante or any of the Subsidiaries since June 30, 2013;

(l) at the Closing, Allante shall have delivered the resignations of the directors and officers of Allante contemplated herein and such other documentation necessary to appoint Allante's proposed nominees to the board of directors of Precision pursuant to Section 3.2;

(m) Precision having received the requisite financial statements of Allante, and related management's discussion and analysis, for the periods required pursuant to applicable regulatory policies, for inclusion in any filing statement, information circular or other filing required by the TSXV and/or other applicable regulatory authorities;

(n) Precision having received the Title Opinion; and

(o) Precision having received a favorable fairness opinion in respect of the Acquisition, in a form satisfactory to Precision.

The conditions precedent set forth above are for the exclusive benefit of Precision and may be waived by it in whole or in part on or before the Time of Closing.

7.3 **In favour of Allante –** The obligations of Allante and the Allante Shareholders under this Agreement are subject to the fulfilment of the following conditions:

(a) Precision shall have complied in all material respects with all of its covenants and agreements contained in this Agreement;

(b) the representations and warranties of Precision contained in this Agreement shall be true in all material respects as if such representations and warranties had been made by Precision as of the Time of Closing (with modifications necessary to reflect the transactions contemplated by this Agreement);

(c) the directors and officers named in Section 3.2 being appointed as the directors and officers of Precision, subject to approval of such directors and officers by the TSXV;

(d) all documents necessary to complete the issuance of all Post-Consolidation Precision Shares shall have been delivered at the Closing;

(e) the absence of any material adverse change in the business, financial condition, prospects, assets or operations of Precision since July 31, 2013;

(f) Precision having completed the Consolidation and, if the Name Change is agreed by Precision and Allante prior to the Time of Closing, the Name Change; and

(g) at the Closing, Precision shall have delivered the resignations of directors and officers of Precision as contemplated herein and such other documentation necessary to appoint, as applicable, Allante's proposed nominees to the board of directors of Precision pursuant to Section 3.2.

The conditions precedent set forth above are for the exclusive benefit of Allante and the Allante Shareholders and may be waived by Allante (on its own behalf and on behalf of the Allante Shareholders) in whole or in part on or before the Time of Closing.

8. REPRESENTATIONS AND WARRANTIES

8.1 **Concerning Precision –** In order to induce Allante and the Allante Shareholders to enter into this Agreement and complete their respective obligations hereunder, Precision represents and warrants to and covenants with Allante and the Allante Shareholders as follows:

(a) **Incorporation and Qualification –** Precision is a corporation incorporated and existing under the laws of British Columbia and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding agreement of Precision and is enforceable against Precision in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity.

(b) **Reporting Issuer –** Precision is a "reporting issuer" in British Columbia and Alberta as that term is defined in the Securities Acts and is not in default of any requirement of the Securities Acts. The common shares of Precision are listed on the NEX board of the TSXV. No order, agreement or memorandum of understanding that contemplates ceasing or suspending trading in the Precision Shares or any other securities of Precision is outstanding or in effect and no proceedings or agreement for this purpose have been instituted or, to the knowledge of Precision, are pending, contemplated or threatened. To the best of Precision's knowledge, all documents or information included in the Public Record were, as of their respective dates, in compliance in all material respects with Applicable Laws and did not, as of their respective dates, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) **Distribution** – To the best of Precision's knowledge: (i) the Precision Shares currently meet the minimum distribution requirements set out in section 2.5 of TSXV Policy 2.1; and (ii) the completion of the Consolidation will not result in the Post-Consolidation Precision Shares failing to meet such minimum distribution requirements.

(d) **Corporate Authority** – The execution, delivery and performance by Precision of this Agreement and the completion of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action on the part of Precision, subject to receipt of any necessary shareholder approvals.

(e) **No Conflict –** The execution and delivery of this Agreement by Precision and the performance by Precision of its obligations under this Agreement will not:

   (i) conflict with, or result in the breach or the acceleration of any indebtedness under, or constitute default under the constating documents of Precision, or any indenture, mortgage, agreement, lease, licence or other instrument of any kind whatsoever to which Precision is a party or by which it is bound, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which Precision is bound; or

   (ii) result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever by Precision.

(f) **Required Approvals** – Other than all necessary approvals by the TSXV in connection with the Acquisition and the other transactions contemplated by this Agreement, there is no requirement to obtain any Regulatory Approval as a condition to the lawful completion by Precision of the transactions contemplated by this Agreement.

(g) **Corporate Records –** The corporate records, including all constating documents, minutes of meetings and resolutions of shareholders, directors and any committees, the share certificates, securities registers and register of directors of Precision are complete and accurate and all corporate proceedings and actions reflected in such corporate records have been conducted or taken in compliance with all Applicable Laws and with the constating documents of Precision. Precision's constating documents are in the form contained in its minute book and no modifications or alterations have been proposed or approved by its shareholders. Precision has never been subject to, or affected by, any unanimous shareholders agreement.

(h) **Authorized and Issued Capital –** Precision is authorized to issue an unlimited number of common shares, of which 12,001,800 common shares are validly issued and outstanding as fully paid and non–assessable shares as of the date of this Agreement. Upon their issuance, the Post-Consolidation Precision Shares to be issued in exchange for the Allante Shares will be validly issued and outstanding as fully paid and non–assessable common shares of Precision, free and clear of all liens, charges or encumbrances of any kind whatsoever, and, assuming the accuracy of the representations and warranties of the Allante Shareholders set forth in Sections 8.3 and 8.4 and assuming the accuracy of the representations and warranties of Allante in Sections 8.2(g), 8.2(h) and 8.2(ee), the issuance of such Post-Consolidation Precision Shares in exchange for the Allante Shares by Precision under this Agreement is exempt from prospectus requirements under the Securities Acts and all other applicable Canadian securities laws.

(i) **No Other Agreements to Purchase –** There are no options, agreements, rights of first refusal or other rights capable of becoming such to acquire common shares of Precision, nor are there any outstanding securities of any kind whatsoever calling for the issuance of any of the unissued shares of Precision, other than under this Agreement (including the securities of Precision issuable pursuant to the Acquisition and the Financing, including the finder's fees payable in connection with such transactions).

(j) **Compliance with Laws –** Precision is conducting its business in compliance in all material respects with all Applicable Laws of British Columbia.

(k) **Financial Condition**

(i) The Precision Financial Statements are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of Precision for the periods reported upon and the Precision Financial Statements have been prepared in accordance with International Financial Reporting Standards.

(ii) The books and records of Precision disclose all material financial transactions of Precision, and such transactions have been fairly and accurately recorded.

(iii) There are no material liabilities of Precision, whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the Precision Financial Statements except for those incurred in the ordinary course of business of Precision since July 31, 2013, and such liabilities are recorded in the books and records of Precision which have been provided to Allante.

(iv) Precision has not granted any general security over its assets or security in any particular asset.

(v) Since July 31, 2013, there has not been any material adverse change of any kind whatsoever to the financial position or condition of Precision or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business or assets of Precision or the right or capacity of Precision to carry on its business.

(vi) Precision has not discharged, satisfied or paid any lien, charge or encumbrance of any kind whatsoever or obligation or liability of any kind whatsoever other than current liabilities in the ordinary course of its business.

(vii) Precision is not indebted to any of its shareholders, directors or officers. None of Precision's shareholders or any director, officer or consultant of Precision is indebted or under obligation to Precision on any account whatsoever.

(viii) Precision has not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any Person.

(ix) As at July 31, 2013, Precision had not less than $375,000 in working capital. At the Closing, Precision will have no liabilities, other than accruals in connection with the transactions contemplated by this Agreement and normal ongoing costs of a public company listed on the TSXV.

(l) **Taxes**

(i) All tax returns and reports of Precision required by law to have been filed have been filed and are substantially true, complete and correct and all taxes and other government charges of any kind whatsoever have been paid.

(ii) Adequate provision has been made for taxes payable by Precision for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers or other arrangements of any kind whatsoever providing for an extension of time with respect to the filing of any tax return by, or payment of, any tax or governmental charge of any kind whatsoever by Precision.

(iii) Precision is not aware of any contingent tax liabilities of Precision of any kind whatsoever or any grounds which would prompt a reassessment of Precision.

(iv) Precision has made all collections, deductions, remittances and payments of any kind whatsoever and filed all reports and returns required by it to be made or filed under the provisions of all applicable statutes requiring the making of collections, deductions, remittances or payments of any kind whatsoever in those jurisdictions in which it carries on business.

(m) **Litigation –** There are no outstanding actions, suits, judgments, investigations or proceedings of any kind whatsoever against or affecting Precision, at law or in equity or before or by any Governmental Authority or other governmental department, commission, board, bureau or agency of any kind whatsoever nor are there, to the best of its knowledge, any pending or threatened.

(n) **No Collective Bargaining –** Precision is not now, and has never been, a party to any collective agreement with any labour union or other association of employees of any kind whatsoever.

(o) **No Employee Plans –** Precision does not maintain, sponsor or fund any employee benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, health, welfare, life insurance or similar plan.

(p) **No Breach of Laws –** To the best of its knowledge, Precision is not in breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever.

(q) **Material Contracts –** Copies of all of the material contracts of Precision have been provided to Allante. Precision has performed all of the obligations required to be performed by it and is entitled to all benefits under its material contracts. Precision is not in default of any such material contract.

(r) **Insurance** – Copies of Precision's insurance policies, if any, have been provided to Allante. Precision is not in default of any of the material provisions contained in any insurance policies, the payment of any premiums under any insurance policy and has not failed to give any notice or to present any claim under any insurance policy in a due and timely fashion.

(s) **Subsidiaries –** Precision has no subsidiaries and holds no shares or other ownership, equity or proprietary interests in any other Person.

(t) **Complete Disclosure**

(i) To the best of its knowledge, information and belief, all documents and written information delivered by Precision or its representatives under or in connection with this Agreement to Allante or its representatives are complete and correct in all material respects as of the date of this Agreement.

(ii) To the best of its knowledge, information and belief, Precision has not withheld from Allante any material information necessary to enable Allante and the Allante Shareholders to make an informed assessment and valuation of the business, assets and liabilities of Precision.

8.2 **Concerning Allante** – In order to induce Precision to enter into this Agreement and complete its obligations hereunder, Allante represents and warrants to and covenants with Precision as follows:

(a) **Incorporation and Qualification –** Allante is a corporation incorporated and existing under the Companies Act and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding agreement of Allante and is enforceable against Allante in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity.

(b) **Not Reporting Company** – Allante is not a reporting company in any jurisdiction and its common shares are not listed or quoted on any stock exchange or trading facility. Allante is not subject to any regulatory decision or order prohibiting or restricting trading in its shares.

(c) **No Conflict –** The execution and delivery of this Agreement by Allante and the performance by Allante and the Allante Shareholders of their obligations under this Agreement will not:

(i) conflict with, or result in the breach or the acceleration of, any indebtedness under, or constitute default under the constating documents of Allante or any Subsidiary, or any indenture, mortgage, agreement, lease, licence or other instrument of any kind whatsoever to which Allante or a Subsidiary is a party, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which Allante or a Subsidiary is bound; or

(ii) result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind.

(d) **Required Approvals** – Other than approvals already obtained, there is no requirement to obtain any Regulatory Approval as a condition to the lawful completion by Allante of the transactions contemplated by this Agreement.

(e) **Corporate Authority** – The execution, delivery and performance by Allante of this Agreement and the completion of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action on the part of Allante and, as applicable, the Subsidiaries.

(f) **Corporate Records –** The corporate records, including all constating documents, minutes of meetings and resolutions of shareholders, directors and any committees, the share certificates, register of securityholders and register of directors of Allante and the Subsidiaries are complete and accurate and all corporate proceedings and actions reflected in such corporate records have been conducted or taken in compliance with all Applicable Laws and with the constitution of Allante and the Subsidiaries. The constating documents of Allante and each Subsidiary are in the form contained in its respective minute books and no modifications or alterations have been proposed or approved by its shareholders. Allante has never been subject to, or affected by, any unanimous shareholders agreement.

(g) **Authorized and Issued Capital –** Allante is authorized to issue up to 102,500,000 common shares without par value, of which 15,375,000 fully paid common shares are validly issued and outstanding as of the date hereof, registered in the names of the Allante Shareholders as set forth in Schedule "A".

(h) **Outstanding Securities** – Other than the Allante Shares, there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a "security" of Allante (as that term is defined in the Securities Acts).

(i) **No Other Agreements to Purchase** – There are no options, agreements, rights of first refusal or other rights capable of becoming such to acquire all or any part of the Allante Shares or any securities or other ownership interest in the Subsidiaries.

(j) **Dividends and Distributions –** No dividends or other distributions of any kind whatsoever on any shares in the capital of Allante have been made, declared or authorized.

(k) **Licenses and Permits** – To the best of its knowledge, Allante and each of the Subsidiaries holds all licenses and permits that are required for carrying on its business in the manner in which such business has been carried on.

(l) **Compliance with Laws** – To the best of its knowledge, each of Allante and the Subsidiaries has conducted and is conducting its business in compliance with all Applicable Laws in the jurisdictions in which such business is carried on.

(m) **No Unlawful Payments** – To the best of its knowledge, neither Allante nor any of the Subsidiaries nor, to the best of the knowledge of Allante, any director, officer, agent, employee or other person associated with or acting on behalf of Allante or the Subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of applicable foreign corrupt practices legislation, including the *Corruption of Foreign Public Officials Act* (Canada), the *U.S. Foreign Corrupt Practices Act* and the United Kingdom *Bribery Act*, or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(n) **Sufficiency of Assets** – Allante's business of mineral exploration and development is the only business operation carried on by Allante. Allante's assets include all rights and property necessary to enable Allante to conduct its business after the Closing substantially in the same manner as it was conducted prior to the Closing.

(o) **Title to Assets** – Allante or a Subsidiary owns (with good title) all of the properties and assets (whether real, personal or mixed and whether tangible or intangible) that it purports to own including all the properties and assets reflected as being owned by Allante in its financial books and records. Allante and the Subsidiaries have legal and beneficial ownership of their assets free and clear of all liens.

(p) **No Options to Purchase Assets** – There are no written or oral agreements, options, understandings or commitments, or any right or privilege capable of becoming such for the purchase or other acquisition from Allante or a Subsidiary of any of its assets, other than assets which are obsolete or inventory to be sold in the ordinary course.

(q) **Condition of Tangible Assets** – To the best of Allante's knowledge, the buildings, plants, structures, vehicles, equipment, technology and communications hardware and other tangible personal property of Allante are in good operating condition and repair having regard to their use and age and are adequate and suitable for the uses to which they are being put. To the best of Allante's knowledge, none of such buildings, plants, structures, vehicles, equipment or other property are in need of maintenance or repairs except for routine maintenance and repairs in the ordinary course that are not material in nature or cost.

(r) **Leases –** Allante is not a party to, or under any agreement to become a party to, any lease with respect to real property.

(s) **Financial Condition**

(i) The Allante Ledgers are, and the Allante Financial Statements will be, true and correct in every material respect and present or, in the case of the Allante Financial Statements will present, fairly and accurately the financial position and results of the operations of Allante, including the Subsidiaries, for the periods reported upon, and the Allante Financial Statements will be prepared in accordance with International Financial Reporting Standards.

(ii) The books and records of Allante and the Subsidiaries disclose all material financial transactions of Allante and the Subsidiaries, and such transactions have been fairly and accurately recorded.

(iii) There are or, in the case of the Allante Financial Statements there will be, no material liabilities of Allante or the Subsidiaries, whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the Allante Ledgers and the Allante Financial Statements except for those incurred in the ordinary course of business of Allante since the respective dates of such financial statements, and such liabilities are recorded in the books and records of Allante which have been provided to Precision.

(iv) Neither Allante nor any Subsidiary has granted any general security over its assets or security in any particular asset.

(v) Since December 31, 2012, other than in the ordinary course of business as set forth in Schedule "E", there has not been any material adverse change of any kind whatsoever to the financial position or condition of Allante or the Subsidiaries or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business or assets of Allante or the Subsidiaries or the right or capacity of Allante to carry on its business.

(vi) Since December 31, 2012, neither Allante nor any of the Subsidiaries has waived or surrendered any right of any kind whatsoever of material value.

(vii) Since December 31, 2012, neither Allante nor any of the Subsidiaries has discharged, satisfied or paid any lien, charge or encumbrance of any kind whatsoever or obligation or liability of any kind whatsoever other than current liabilities in the ordinary course of its business.

(viii) Allante is not indebted to, or does not have any liability (contingent or otherwise) to, any of the Allante Shareholders, Allante Insiders or other directors, officers or insiders of Allante or any Subsidiary. None of the Allante Shareholders, Allante Insiders nor any director, officer or other insider of Allante or any Subsidiary is indebted or under obligation to Allante or a Subsidiary on any account whatsoever.

(ix) Neither Allante nor any Subsidiary has guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any Person.

(x) There has been no change in any material respect in accounting policies or practices of Allante or any of the Subsidiaries since December 31, 2012.

(t) **Taxes**

(i) All tax returns and reports of Allante and the Subsidiaries required by law to have been filed have been filed and are substantially true, complete and correct and all taxes and other government charges of any kind whatsoever of Allante or any Subsidiary have been paid.

(ii) Adequate provision has been made for taxes payable by Allante and the Subsidiaries for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers or other arrangements of any kind whatsoever providing for an extension of time with respect to the filing of any tax return by, or payment of, any tax or governmental charge of any kind whatsoever by Allante or any of the Subsidiaries.

(iii) Allante is not aware of any contingent tax liabilities of Allante or any of the Subsidiaries of any kind whatsoever or any grounds which would prompt a reassessment of Allante or any of the Subsidiaries.

(iv) Allante and each Subsidiary has made all collections, deductions, remittances and payments of any kind whatsoever and filed all reports and returns required by it to be made or filed under the provisions of all applicable statutes requiring the making of collections, deductions, remittances or payments of any kind whatsoever in those jurisdictions in which Allante and the Subsidiaries carry on business.

(u) **Litigation –** There are no outstanding actions, suits, judgments, investigations or proceedings of any kind whatsoever against or affecting Allante, any of the Subsidiaries or the Allante Properties at law or in equity or before or by any Governmental Authority or other governmental department, commission, board, bureau or agency of any kind whatsoever nor are there, to the best knowledge of Allante, any pending or threatened.

(v) **Employment and Employee Benefit Matters**

(i) As at the date hereof, Allante and the Subsidiaries have no full time and an aggregate of one part time employee, and an aggregate of one independent contractors or other non-employees who supply their services under personal services contracts (whether written or oral). The names and positions of such Persons are set forth and described in Schedule "D".

(ii) Except as set forth and described in Schedule "D":

(i) neither Allante nor any Subsidiary has any obligations to amend any Employee Benefit and no amendments will be made or promised prior to the Effective Date, except with the prior written consent of Precision;

(ii) neither Allante nor any of the Subsidiaries maintains, sponsors or funds any Employee Benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, health, welfare, life insurance or similar plan;

(iii) neither Allante nor any Subsidiary is a party to or bound by or subject to any collective bargaining agreement or other similar arrangement with any labour union or employee association nor has it made any commitment to or conducted any negotiation or discussion with any labour union or employee association with respect to any future agreement or arrangement and, to the best knowledge of Allante, there is no current application for certification or other attempt to organize or establish any labour union or employee association with respect to employees of Allante or any Subsidiary;

(iv) to the best of the knowledge of Allante, Allante and each of the Subsidiaries has complied with, and operated its business in accordance with, all Applicable Laws relating to employment and labour matters, including employment and labour standards, occupational health and safety, employment equity, pay equity, workers' compensation, human rights and labour relations matters; there are no current, pending or, to the best knowledge of Allante, threatened claims, complaints or proceedings of any kind involving Allante or any Subsidiary, or to Allante's best knowledge, any employees of Allante or any Subsidiary before any Governmental Authority with respect to any of the above matters; and there are no facts known to Allante that could reasonably be expected to give rise to any such claim, complaint or proceeding;

(v) no Person will, as a result of the transactions contemplated hereby, become entitled to (A) any retirement, severance, bonus or other such payment, (B) the forgiveness or postponement of payment of any indebtedness owing to Allante or any Subsidiary, or (C) receive any additional payments or compensation under or in respect of any Employee Benefits;

(vi) all accruals for unpaid vacation pay, premiums for employment insurance, health premiums, Canada Pension Plan premiums, accrued wages, salaries and commissions and other Employee Benefits have been reflected in the books and records of Allante and the Subsidiaries; and

(vii) to the best of the knowledge of Allante, no employee of Allante or any Subsidiaries has breached any agreement such that Allante or the Subsidiaries would be liable to other parties to the breached agreement for employing or continuing to employ the employee and no employees are subject to any restrictions which would limit an employee's activities on behalf of Allante or the Subsidiaries, including without limitation matters relating to previous inventions, discoveries or other items of Intellectual Property.

(w) **No Breach of Laws** – To the best knowledge of Allante, neither Allante nor any of the Subsidiaries is in breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever.

(x) **Insurance** – A description of Allante's and the Subsidiaries' insurance policies have been provided to Precision. Neither Allante nor any of the Subsidiaries is in default of any of the material provisions contained in the insurance policies or the payment of any premiums under any insurance policy, and has not failed to give any notice or to present any claim under any insurance policy in a due and timely fashion.

(y) **Material Contracts** – Copies of all of the material contracts of Allante and the Subsidiaries have been provided to Precision. Allante and the Subsidiaries have performed all of the obligations required to be performed by it and, to the best of the knowledge of Allante, Allante is entitled to all benefits under its material contracts. Neither Allante nor any of the Subsidiaries is in default of any such material contract.

(z) **Material Transactions** – All of the material transactions of Allante and the Subsidiaries have been promptly and properly recorded or filed in, or with, the books or records of Allante or a Subsidiary, as applicable, and the minute books of Allante and the Subsidiaries contain all records of the meetings and proceedings of shareholders and directors of Allante and the Subsidiaries since their incorporation.

(aa) **Allante Properties**

(i) Schedule "B" sets forth a true, accurate and complete description of the Allante Properties including a listing of the details of the mineral tenements comprising the Allante Properties.

(ii) Allante or a Subsidiary is the full legal and beneficial owner of each of the Allante Properties.

(iii) The Allante Properties are free from all Security Interests and neither Allante nor any of the Subsidiaries is a party to any agreement to grant any Security Interest over any of the Allante Properties.

(iv) To the best of the knowledge of Allante, the mineral tenements, claims and properties comprising the Allante Properties have been validly located and are now duly recorded, are valid and in good standing in accordance with Applicable Laws.

(v) The terms and conditions of the mineral tenements comprising the Allante Properties have been complied with in all material respects.

(vi) To the best of the knowledge of Allante, all expenditure obligations and work commitments required to keep the Allante Properties in good standing have been met.

(vii) To the best of the knowledge of Allante, all required filings with Governmental Authorities relating to the Allante Properties have been made with the applicable Governmental Authority.

(viii) To the best of the knowledge of Allante, no person has any right to any interest in the Allante Properties or rights to any royalty or any minerals in situ or produced from the Allante Properties, whether such right is exercisable now or in the future or is contingent or otherwise.

(ix) No option, right of first refusal, farm in or pre-emptive right of any nature has been granted or issued by Allante in relation to the Allante Properties.

(x) All fees, rentals, royalties, rates, taxes, bonds and other payments in respect of the Allante Properties have been fully paid or satisfied within the time required for payment.

(xi) Schedule "B" contains a complete list of the material agreements that Allante and the Subsidiaries have entered into with respect to the Allante Properties. Other than as specified in Schedule "B", there are no material agreements relating to the Allante Properties.

(xii) There is no judgment, decree, injunction, ruling or order of any court, Governmental Authority, instrumentality or arbitrator and no claim, suit, action, litigation, arbitration or governmental proceeding is in progress, pending or, to the best of the knowledge of Allante, threatened against, relating to or affecting any of the Allante Properties.

(xiii) To the best of the knowledge of Allante, all activities and operations that have been carried out by or on behalf of Allante on the Allante Properties have been in compliance in all material respects with all Applicable Laws and directives of all Governmental Authorities and neither Allante nor any of the Subsidiaries has received notice of non–compliance from any such Governmental Authorities.

(xiv) Allante has not entered into any labour contracts, collective bargaining agreements, or any other labour–related obligations and liabilities which may affect the Allante Properties or any operations conducted thereon.

(xv) To the best knowledge of Allante, all the lands covered by the Allante Properties are free and clear of any Hazardous Substance and there is no judicial or administrative proceeding pending and no Environmental Order has been issued or, to the best knowledge of Allante, threatened, concerning the possible violation of any Environmental Laws or Environmental Orders in respect of the Allante Properties.

(xvi) To the best knowledge of Allante, there are no obligations or liabilities of any nature due, outstanding, threatened, prospective, contingent or otherwise, under any applicable Environmental Laws, mining or other law, including reclamation or rehabilitation work, associated or in connection with the Allante Properties or arising out of past exploration, development and/or mining activities carried out thereon by Allante, a Subsidiary or any previous owner.

(xvii) All environmental approvals required with respect to activities carried out by Allante on any part of the lands covered by the Allante Properties have been obtained, are valid and in full force and effect, have been complied with and there have been and, to the best knowledge of Allante, there are no proceedings commenced or threatened to revoke or amend any such environmental approvals.

(xviii) To the best knowledge of Allante, Allante, together with the Subsidiaries, possesses and owns all exploration reports, studies, assessments, information and materials prepared in relation to the Allante Properties (whether these reports and materials were prepared by Allante or any other party).

(xix) No tenure has been granted under any other Applicable Laws which overlaps the area of the Allante Properties.

(xx) Neither Allante nor any Subsidiary has received any notice that any of the Allante Properties will be revoked, suspended, modified or will not be renewed and is not aware of any circumstance which may give rise to any such action.

(bb) **Subsidiaries**

(i) Allante has no subsidiaries or affiliates other than the Subsidiaries and each of the Subsidiaries is duly incorporated and validly existing and in good standing under the laws of its jurisdiction of incorporation and no proceedings have been instituted or are pending for the dissolution or liquidation or winding-up of the Subsidiaries.

(ii) Allante's direct or indirect percentage ownership of the shares of the Subsidiaries is correctly disclosed in Schedule "C", and all such shares are legally and beneficially owned by Allante free and clear of all liens, charges and encumbrances of any kind whatsoever.

(iii) Each of the Subsidiaries has the corporate power and capacity to own the assets owned by it and to carry on the business carried on and proposed to be carried on by it.

(cc) **Intellectual Property** – Allante does not own any right, title or interest in and to any material Intellectual Property.

(dd) **Complete Disclosure**

(i) To the best of Allante's knowledge, information and belief, all documents and written information delivered by Allante or its representatives under or in connection with this Agreement to Precision or its representatives are complete and correct in all material respects as of the date of this Agreement.

(ii) To the best of Allante's knowledge, information and belief, neither Allante nor the Allante Insiders have withheld from Precision any material information necessary to enable Precision to make an informed assessment and valuation of the business, assets and liabilities of Allante.

(ee) **Not a Reporting Issuer, No Published Market** – Allante is not a reporting issuer in any jurisdiction and there is no published market for the Allante Shares.

8.3 **Concerning the Allante Shareholders –** In order to induce Precision to enter into this Agreement and complete its obligations hereunder, each of the Allante Shareholders severally represents and warrants to Precision that:

(a) **Qualification –** He or she is of legal age and is legally competent to enter into and perform his or her obligations under this Agreement. If the Allante Shareholder is a corporation, it is a corporation incorporated and existing under the laws of its jurisdiction of incorporation and has the corporate power to enter into and perform its obligations under this Agreement, and the consummation of the transactions contemplated by this Agreement has been duly authorized by all necessary corporate or other action on the part of such Allante Shareholder.

(b) **Binding Agreement –** This Agreement constitutes a legal, valid and binding agreement of the Allante Shareholder and is enforceable against such Allante Shareholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity.

(c) **Title to Allante Shares**

(i) Such Allante Shareholder is the legal and, unless otherwise indicated in Schedule "A", beneficial owner of the Allante Shares, registered in its name as set out in Schedule "A", with good title, free and clear of all liens, Security Interests and resale restrictions.

(ii) Where Schedule "A" indicates that the Allante Shares are held in the name of a trustee (the "**Trustee**") for the benefit of another Person (the "**Beneficiary**"), the Trustee represents and warrants that the Trustee is the duly appointed trustee for the Beneficiary disclosed in Schedule "A" with proper authority to execute all documents in connection with this Agreement on behalf of the Beneficiary and that the representations, warranties, acknowledgments and covenants of the

Trustee herein, excluding this Section 8.3(c)(ii), are also hereby given with respect to such Beneficiary.

(iii) On Closing, Precision will have good and valid title to such Allante Shares free and clear of all liens, Security Interests and resale restrictions.

(d) **No Other Agreements to Purchase –** Except for Precision's rights under this Agreement, there is no option, agreement or other right capable of becoming such to acquire from such Allante Shareholder any of the Allante Shares.

(e) **Resale Restrictions –** Such Allante Shareholder acknowledges and agrees to be bound by any restrictions on the resale of Post-Consolidation Precision Shares issued to it at the Closing that may be imposed by Applicable Laws, this Agreement or the TSXV and agrees that the certificates representing such Post-Consolidation Precision Shares will contain a legend or legends to that effect.

(f) **Independent Legal and Financial Advice –** Such Allante Shareholder has been advised prior to entering into this Agreement to obtain, and has obtained, such independent legal, financial and other advice as it deems to be necessary or advisable in connection herewith, and waives any claim which it may now or in the future have with respect to this Agreement or the subject matter hereof based in any way on the absence of, lack of access to or shortness of time available to rely on such advice.

(g) **Not a U.S. Person –** Such Allante Shareholder represents and warrants that it:

(i) is not, and is not acquiring the Post-Consolidation Precision Shares for the account or benefit of, a person in the United States or a U.S. Person;

(ii) was not offered the Post-Consolidation Precision Shares in the United States; and

(iii) did not execute or deliver this Agreement in the United States.

8.4 **Acknowledgment regarding foreign jurisdiction laws –** If such Allante Shareholder is not a resident of Canada, it represents and warrants to Precision that it:

(a) is knowledgeable of, or has been independently advised as to, the applicable securities laws of its jurisdiction of residence that would apply to this transaction, if there are any;

(b) is acquiring the Post-Consolidation Precision Shares pursuant to exemptions from any substantive or procedural requirements under the applicable securities laws of its jurisdiction of residence or, if such is not applicable, the Allante Shareholder is permitted to acquire the Post-Consolidation Precision Shares under the applicable securities laws of its jurisdiction of residence without the need to comply with any substantive or procedural requirements of any kind whatsoever in such jurisdiction; and

(c) will, if requested by Precision, deliver to Precision a certificate or opinion of local counsel from its jurisdiction of residence which will confirm the matters referred to in subparagraph (b) above to the satisfaction of Precision, acting reasonably.

8.5 **Survival**

(a) The representations and warranties made by the Parties under this Part 8 are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

(b) Should any of the representations and warranties made by any Allante Shareholder in Section 8.3 or Section 8.4 not be true and correct as of the Effective Date or at the Time of Closing as though they were made at that time, Precision shall be entitled, for a period of three years following the Closing, to seek remedy against such Allante Shareholder for any such misrepresentation or breach of warranty.

(c) Should any of the representations and warranties made by Precision in Section 8.1(a), Section 8.1(h) or Section 8.1(i) not be true and correct as of the Effective Date or at the Time of Closing as though they were made at that time, each Allante Shareholder shall be entitled, for a period of three years following the Closing, to seek remedy against Precision for any such misrepresentation or breach of warranty.

(d) After the expiration of such three-year period, no Party or Parties shall have any further liability with respect to any breach of any representation or warranty contained herein, except for those alleged breaches for which notice has been given prior to the end of such three-year period. All other representations and warranties made by the Parties under this Part 8 shall terminate and be of no further force or effect immediately after the Time of Closing.

8.6 **No Limit on Rights –** The Parties each acknowledge and agree that a Party's investigations shall in no way limit or otherwise adversely affect that Party's rights under the representations and warranties given to it by any other Party or Parties under this Agreement.

8.7 **Limitations on Representations and Warranties –** The Parties shall not be deemed to have made any representation or warranty other than as expressly made in this Agreement, including without limitation Sections 8.1 to 8.4 hereof.

9. CLOSING

9.1 **Closing –** The Closing shall take place at the Time of Closing at the office of DuMoulin Black LLP, 10^{th} Floor, 595 Howe Street, Vancouver, British Columbia, Canada, V6C 2T5, or at such other place upon which Precision and Allante may agree.

9.2 **Deliveries by Allante and the Allante Shareholders –** At the Closing, Allante shall deliver to Precision the following documents:

(a) a certified true copy of the resolutions of the directors and, if necessary, the shareholders of Allante, evidencing that the board of directors and, if applicable, shareholders of Allante, have approved this Agreement, the Acquisition and all of the transactions of Allante and the Allante Shareholders contemplated hereunder and the resolutions shall include specific reference to:

(i) the sale and transfer of the Allante Shares from the Allante Shareholders to Precision as provided for in this Agreement;

(ii) the cancellation of the certificates (the "**Old Share Certificates**") representing the Allante Shares held by the Allante Shareholders; and

(iii) the issuance of new certificates (the "**New Share Certificates**") representing the Allante Shares registered in the name of Precision or otherwise as directed by Precision;

(b) evidence of any required Regulatory Approval to the transactions of the Allante Shareholders and Allante contemplated hereunder;

(c) the Old Share Certificates, and if required, with the form of transfer on the reverse duly executed for transfer or accompanied by a duly executed stock power of attorney;

(d) the New Share Certificates;

(e) documentation or other confirmation, to the satisfaction of Precision and its advisors acting reasonably, that the issuance of Post-Consolidation Precision Shares to the Allante Shareholders pursuant to this Agreement is exempt from the prospectus requirements of applicable securities laws;

(f) resignations of the directors and officers of Allante pursuant to Section 3.2(b) of this Agreement;

(g) a certificate signed by authorized representatives of Allante that the representations and warranties of Allante contained in this Agreement are true and correct in every respect as of the Time of Closing on the Closing Date (with modifications necessary to reflect the transactions contemplated by this Agreement);

(h) the Title Opinion, updated as at the Closing Date; and

(i) such other materials that are, in the opinion of Precision acting reasonably, required to be delivered by Allante and the Allante Shareholders in order for them to meet their obligations under this Agreement.

9.3 **Deliveries by Precision –** At the Time of Closing on the Closing Date, Precision shall deliver to Allante, on its own behalf and on behalf of the Allante Shareholders, as applicable:

(a) certified true copies of the resolutions of the directors of Precision evidencing the approval of this Agreement and all of the transactions of Precision contemplated hereunder, including without limitation the Acquisition and the Financing and the securities issuable under the Acquisition and the Financing;

(b) evidence of the Regulatory Approval to the Acquisition, the Consolidation, the Name Change, if the Name Change is agreed by Precision and Allante prior to the Time of Closing, and the Financing;

(c) certificates representing those Post-Consolidation Precision Shares that are not subject to escrow in accordance with the requirements of the TSXV and evidence of issuance of those Post-Consolidation Precision Shares that are subject to escrow, all registered in the respective names of the Allante Shareholders as set forth in Schedule "A";

(d) a certificate signed by an officer of Precision confirming that the representations and warranties of Precision contained in this Agreement are true and correct in every respect as of the Time of Closing (with modifications necessary to reflect the transactions contemplated by this Agreement), and confirming the closing of the Financing and the amount raised thereunder; and

(e) such other materials that are, in the opinion of Allante acting reasonably, required to be delivered by Precision in order for it to meet its obligations under this Agreement.

10. ORDINARY COURSE

Until the Time of Closing, neither Allante nor Precision shall, without the prior written consent of the other, enter into any contract in respect of its business or assets, other than in the ordinary course of business, and each Party shall continue to carry on its business and maintain its assets in the ordinary course of business, with the exception of reasonable costs incurred in connection with the Acquisition, the Closing and the Financing, and, without limitation, but subject to the above exceptions, shall maintain payables and other liabilities at levels consistent with past practice, shall not engage in any extraordinary material transactions and shall make no distributions, dividends or special bonuses, shall not repay any shareholders' loans, or enter into or renegotiate any employment or consulting agreement with any officer, in each case without the prior written consent of the other which shall not be unreasonably withheld, and shall otherwise comply with its respective covenants as set forth in Section 4 hereof.

11. TERMINATION

11.1 **By the parties** – Each of Allante (on its own behalf and on behalf of the Allante Shareholders) and Precision shall, in its sole discretion, have the right to terminate this Agreement:

(a) in the event it becomes apparent the TSXV will not approve the terms of this Agreement or the transactions contemplated herein;

(b) if any other Party has breached or is in default of any material term of this Agreement and fails to cure or remedy such breach or default within 14 days after receiving written notice thereof from the Party not in breach or default; or

(c) if the Closing does not occur on or before the Drop Dead Date.

11.2 **Survival** – In the event this Agreement is terminated, the provisions of Sections 4.2(k), 13 and 17.4 shall survive the termination.

12. STANDSTILL AGREEMENT

From the Effective Date until completion of the transactions contemplated herein or the earlier termination hereof, Allante, the Allante Shareholders and Precision will not, directly or indirectly, solicit, initiate, assist, facilitate, promote or encourage proposals or offers from, entertain or enter into discussions or negotiations with, or provide information relating to the securities, business, operations, affairs or financial condition of Allante or Precision to any persons in connection with the acquisition or distribution of any securities of Allante or Precision, or any amalgamation, merger, consolidation, arrangement, restructuring, refinancing, sale of any material assets of Allante or Precision, unless such action, matter or transaction is part of the transactions contemplated in this Agreement (including without limitation the Financing) or is satisfactory to, and is approved in writing in advance by Allante and Precision or is necessary to carry on the normal course of business.

13. PUBLIC DISCLOSURE

13.1 **Restrictions on disclosure** – No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by any Party without the prior written agreement of Precision and Allante as to timing, content and method, provided that the obligations herein will not prevent any Party from making, after consultation with Precision and Allante, such disclosure as its counsel advises is required by Applicable Laws or the rules and policies of the TSXV or as is required to carry out the transactions contemplated in this Agreement or the obligations of any of the Parties hereto.

13.2 **Confidentiality** – Except with the prior written consent of Precision and Allante, each of the Parties and its respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from a Party concerning any of Precision, Allante or any of the Allante Shareholders in confidence and shall not be disclosed or used by the recipients thereof, except such information and documents available to the public or as are required to be disclosed by

Applicable Laws. All such information in written or electronic form and documents will, at a Party's request, be promptly returned to the party originally delivering them in the event that the transactions provided for in this Agreement are not completed.

13.3 **Personal Information** – Each of the Allante Shareholders hereby consents to the disclosure of his or her personal information in connection with the transactions contemplated by this Agreement, including without limitation the Acquisition and Financing, and acknowledges and consents to the fact that Allante and Precision are collecting the personal information (as that term is defined under applicable privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect in Canada from time to time) of the Allante Shareholder for the purposes of completing this Agreement and the transactions contemplated hereby. Each Allante Shareholder acknowledges and consents to Allante and Precision retaining such personal information for as long as permitted or required by law or business practices. Each Allante Shareholder further acknowledges and consents to the fact that Allante and Precision may be required by applicable securities legislation or the rules and policies of the TSXV to provide regulatory authorities with any personal information provided by the Allante Shareholders in this Agreement and each Allante Shareholder further consents to the public disclosure of such information, including this Agreement in its entirety, by electronic filing or by any other means.

14. POWER OF ATTORNEY

Each of the Allante Shareholders hereby nominates, constitutes and irrevocably appoints each officer of Allante as his true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, and in his name, place and stead, to execute any and all documents, instruments and agreements relating to the Acquisition, including duly executed stock powers of attorney authorizing the transfer to Precision of Allante Shares held by each respective Allante Shareholder, with full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully and to all intents and purposes as each of the undersigned Allante Shareholders might or could do in person, and each of the undersigned Allante Shareholders hereby irrevocably ratifies and agrees to ratify and confirm all actions taken by the said attorney-in-fact and agent, or his substitute or substitutes, as they may lawfully do or cause to be done by virtue hereof.

15. ESCROW TRANSFERS

In conjunction with the closing of the Arrangement, the Parties acknowledge that certain shareholders of Precision have agreed or may agree to transfer within escrow up to 800,000 Post-Consolidation Precision Shares and that such transactions will be subject to the provisions of the Escrow Agreement.

16. FINDER'S FEE

The Parties acknowledge that a finder's fee of 6% of the Post-Consolidation Precision Shares issuable to Allante Shareholders in connection with the Acquisition (such fee contemplated to be 922,500 Post-Consolidation Precision Shares) is payable to Jeff Wolburgh upon completion of the transactions contemplated by this Agreement, subject to any required Regulatory Approvals and Applicable Laws.

17. GENERAL

17.1 **Time –** Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the Parties of this Section or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.

17.2 **Entire agreement –** This Agreement constitutes the entire Agreement between the Parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein. In particular, upon the execution and delivery of this Agreement, the Letter of Intent dated August 7, 2013 made between Precision and Allante is hereby terminated and of no further force and effect.

17.3 **Further assurances –** The Parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any Party may, either before or after the Closing, reasonably require of the others in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a Party to this Agreement subsequent to the Closing, shall survive the Closing.

17.4 **Expenses –** Precision, Allante and each of the Allante Shareholders shall, other than as provided herein, pay their own costs, fees and expenses incurred in connection with the transactions contemplated herein.

17.5 **Amendments –** No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the Parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by all of the Parties to this Agreement.

17.6 **Notices –** Any notice, request, demand, election and other communication of any kind whatsoever to be given under this Agreement shall be in writing and shall be delivered by hand, faxed or mailed by prepaid registered post to the Parties at their following respective addresses:

To Allante or the Allante Shareholders:

Allante Resources Inc.
1969 Upper Water Street, Suite 2001
Halifax, Nova Scotia, B3J 3R7

Attention: Jim Megann
Fax: 902-491-4281

To Precision:

Precision Enterprises Inc.
Suite 303, 595 Howe Street
Vancouver, British Columbia, V6C 2T5

Attention: Chief Executive Officer
Fax: 604-718-2808

or to such other addresses as may be given in writing by the Parties hereto in the manner provided for in this Section. Any notice delivered or faxed shall be deemed to have been given and received on the Business Day next following the date of delivery or faxing, as the case may be.

17.7 **Assignment** – This Agreement may not be assigned by any Party hereto without the prior written consent of all of the Parties hereto.

17.8 **Governing law** – This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the Parties hereby attorn to the non-exclusive jurisdiction of the courts of British Columbia.

17.9 **Counterparts** – This Agreement may be executed in counterpart and by fax or other electronic means, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

17.10 **Severability** – If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

17.11 **Enurement** – This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, permitted assigns, trustees, representatives, heirs and executors.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the Effective Date.

PRECISION ENTERPRISES INC.
Per:

SIGNED: "*Joe DeVries*"
Name: Joe DeVries
Title: CEO, President

ALLANTE RESOURCES INC.
Per:

SIGNED: "*James Megann*"
Name: James Megann
Title: President, Secretary

<ALLANTE SHAREHOLDER SIGNATORIES REMOVED FOR SEDAR FILING PURPOSES>

<u>**SCHEDULE "A"**</u>

TO THE SHARE EXCHANGE AGREEMENT
DATED NOVEMBER 18, 2013

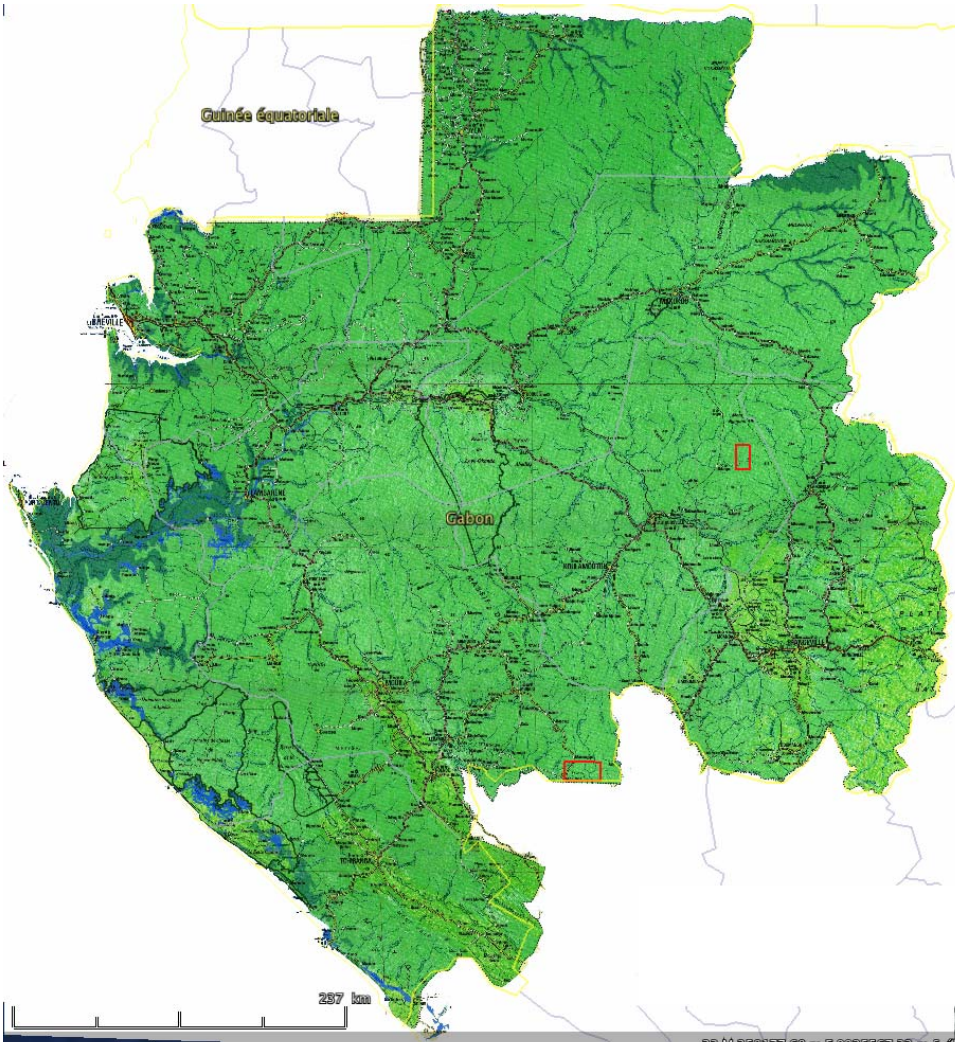
LIST OF HOLDERS OF ALLANTE SHARES

<REMOVED FOR SEDAR FILING PURPOSES>

SCHEDULE "B"

TO THE SHARE EXCHANGE AGREEMENT
DATED NOVEMBER 18, 2013

ALLANTE PROPERTIES

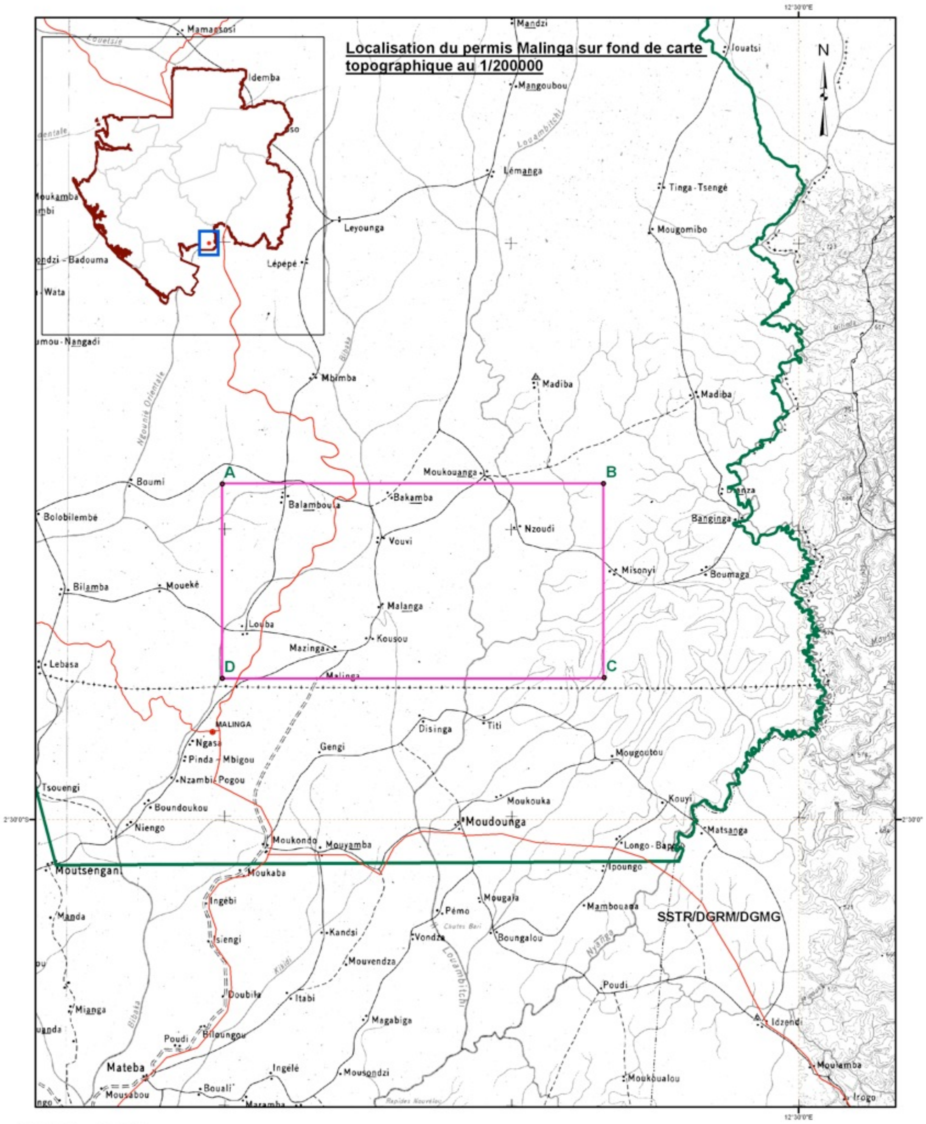


Malinga Permit

Property Description and Location

The Malinga Permit is under the authorities of the “Ministère des Mines, de l’Énergie, du Pétrole et des Resources Hydrauliques du Gabon”. The Project mining terrain consists one Gold Exploration Permit n^{o} G4-327 named “Or Malinga” (Permit), covering an area of 315.8km^{2}. As specified by the “Décret” 0502 and by the “Arrêté” 0417-11, the Malinga Permit is 100% owned by Allante Resources Gabon SARL and is valid for 3 years ending on the November 6, 2015. The Malinga Permit must be renewed for 3 years 2 more times ending on November 6, 2021.

The Malinga Permit is defined as follows:



2,5 1,250 2,5 Km

— Voies de communication
Permis Malinga
Frontière Gabon - Congo

Coordonnées du permis Malinga pour or, en degrés décimaux et Gabon Transverse Mercator GTM
Datum: WGS-84

Point	X(dd)	Y(dd)	X(gtm)	Y(gtm)
A	12,166	-2,305	518402,19	245172,92
B	12,387	-2,305	542998,56	245206,72
C	12,387	-2,418	543033,88	232749,28
D	12,166	-2,418	518400,70	232715,73

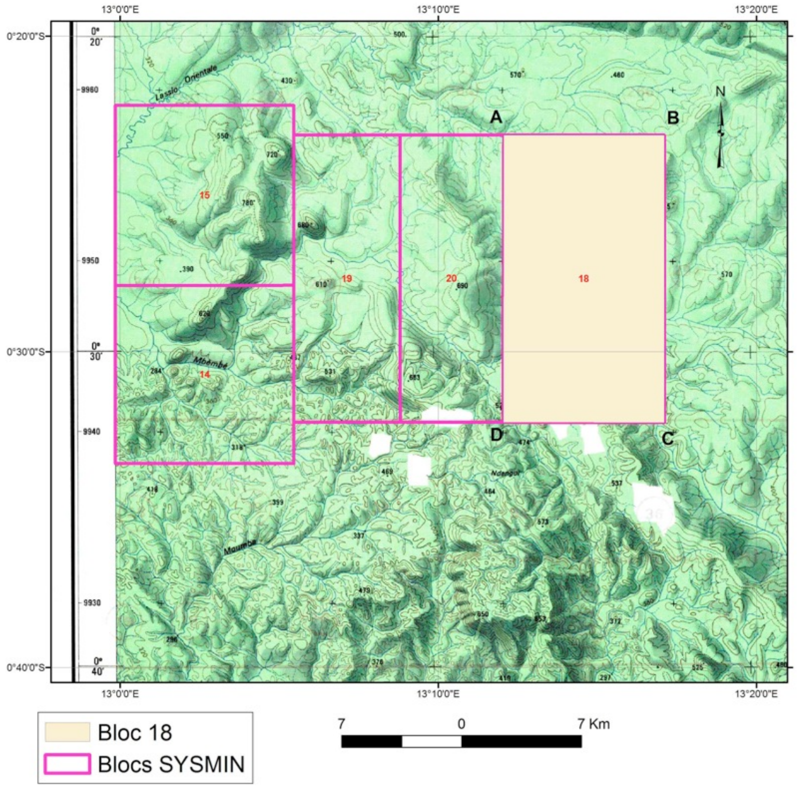
Ndangui Permit

The Ndangui Permit is under the authorities of the “Ministère des Mines, de l’énergie, du Pétrole et des Resources Hydrauliques du Gabon”. The project mining terrain consists of one Gold Exploration Permit No G7-322 named “Or Ndangui-Est Bloc 18” (Permit), covering an area of 157.56 Km2. As specified by the “Décret” 0503 and by the “Arrêté” 0011, the Ndangui Permit is 100% owned by Allante Resources Gabon SARL and is valid for 3 years ending on the November 5, 2015. The Ndangui Permit must be renewed for 3 years 2 more times ending on November 5, 2021.

The Ndangui Permit is defined as follows:

ALLANTE RESOURCES GABON SARL

Situation du Permis « Ndangui Est» (bloc 18 DGMG-SYSMIN)



POINTS	Longitude (WGS 84 – en degrés décimaux)	Latitude (WGS 84 – en degrés décimaux)
A	13,2007	-0,3855
B	13,285	-0,3855
C	13,285	-0,5372
D	13,2007	-0,5372

SCHEDULE "C"

TO THE SHARE EXCHANGE AGREEMENT
DATED NOVEMBER 18, 2013

ALLANTE SUBSIDIARIES

Entity Name	Jurisdiction	Ownership Percentage
Allante Resources Gabon SARL	Gabon	100%
Allante Resources Congo SARL	Congo	100%

SCHEDULE "D"

TO THE SHARE EXCHANGE AGREEMENT
DATED NOVEMBER 18, 2013

EMPLOYEES

Full time employees: none

Part time employoess: Ms. Bike Chantal- Maid/ housekeeper **

Independent Contractors: Mr. Marc VanHoutte – General Manager

** - Note: > Ms. Bike Chantal employment status is expected to change to full-time as she is now working 6 days a week at a rate of 4250 fcfa/d work + 1000 fcfa transport/d

<u>SCHEDULE "E"</u>

TO THE SHARE EXCHANGE AGREEMENT
DATED NOVEMBER 18, 2013

ALLANTE ORDINARY COURSE MATERIAL ADVERSE CHANGES
SINCE DECEMBER 31, 2012

None