Redacted Copy

SHARE EXCHANGE AGREEMENT

Among

ALLANTE RESOURCES LTD.

and

WEALTH COPPER LTD.

and

THE UNDERSIGNED SHAREHOLDERS OF WEALTH COPPER LTD.

Made as of February 28, 2020

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT made as of the 28th day of February, 2020.

AMONG:

> **ALLANTE RESOURCES LTD.**, a company existing under the British Columbia *Business Corporations Act*
>
> ("**Allante**")

AND:

> **WEALTH COPPER LTD.**, a company existing under the British Columbia *Business Corporations Act*
>
> ("**Wealth**")

AND:

> **THE UNDERSIGNED SHAREHOLDERS OF WEALTH**, whose names and addresses are set out in the attached Schedule "A"
>
> (individually, a "**Vendor**" and collectively, the "**Vendors**")

WHEREAS:

A. The Vendors are the registered and/or the beneficial owners of all the outstanding securities of Wealth as set out in Schedule "A";

B. Allante is a "capital pool company" within the meaning of Policy 2.4 *Capital Pool Companies* ("**Policy 2.4**") of the TSXV (as hereinafter defined) Corporate Finance Manual, whose common shares are listed and posted for trading on the NEX board of the TSXV;

C. The Vendors wish to sell to Allante, and Allante wishes to purchase from the Vendors, the Wealth Common Shares (as hereinafter defined) on the terms and subject to the conditions set out in this Agreement, for the purposes of effecting a "qualifying transaction" within the meaning of Policy 2.4; and

D. The completion of the transactions contemplated by this Agreement shall result in the reverse takeover of Allante by Wealth.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties covenant and agree as follows:

ARTICLE 1
DEFINITIONS, INTERPRETATION AND SCHEDULES

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and terms with the initial letter or letters thereof capitalized has the meanings ascribed to them below:

(a) "**1933 Act**" means the United States *Securities Act of 1933*;

(b) "**1940 Act**" means the United States *Investment Company Act of 1940*;

(c) "**affiliate**" has the meaning ascribed to such term in Section 1(1) of the BCBCA;

(d) "**Agreement**" means this share exchange agreement, together with the Schedules attached hereto, as amended, restated or supplemented from time to time;

(e) "**Allante**" means Allante Resources Ltd., a company existing under the BCBCA;

(f) "**Allante Board**" means the board of directors of Allante;

(g) "**Allante Common Shares**" means the common shares in the capital of Allante as presently constituted;

(h) "**Allante Disclosure Letter**" means the disclosure letter dated the date of this Agreement and delivered by Allante to Wealth with this Agreement;

(i) "**Allante Financial Statements**" has the meaning ascribed thereto in Section 3.3(l);

(j) "**Allante Public Documents**" means the public documents filed by Allante since November 30, 2006 and available on SEDAR under Allante's SEDAR profile;

(k) "**Allante Replacement Shares**" means the Allante Common Shares being issued to the Vendors pursuant to the Share Exchange;

(l) "**Applicable Canadian Securities Laws**" means collectively, and as the context may require, the securities legislation of each of the provinces and territories of Canada, and the rules, regulations and policies published and/or promulgated thereunder;

(m) "**BCBCA**" means the British Columbia *Business Corporations Act*;

(n) "**Business Day**" means a day, other than a Saturday or Sunday, on which the principal commercial banks located in the City of Vancouver, British Columbia are open for business;

(o) "**Closing**" means the completion of the Share Exchange and completion of the other transactions contemplated under this Agreement;

(p) "**Closing Date**" means, unless otherwise agreed to in writing by Allante and Wealth, the fifth Business Day following the receipt of final notice of acceptance of the Share Exchange and transactions contemplated by this Agreement from the TSXV, including approval of the listing of the Allante Replacement Shares on the TSXV;

(q) "**Closing Time**" means 10:00 a.m. (Vancouver time) on the Closing Date or such other time on such date as Allante and Wealth may agree as the time at which the Closing shall take place;

(r) "**Concurrent Financing**" means private placement financings in the aggregate amount of at least $5,000,000 to be conducted by Allante and/or Wealth, in the amounts and at the offering prices as may be determined by Allante and/or Wealth in their discretion, acting reasonably, of which **[Redacted – commercially sensitive information]** has already been raised;

(s) "**Contract**" means any written or oral mortgage, indenture, non–governmental permit or licence, franchise, lease or contract, agreement, commitment or arrangement by which a Party (including, in respect of Wealth, any Subsidiary of Wealth) is bound or under which the Party has, or shall have, any rights or obligations;

(t) "**Cristal Option Agreement**" means a unilateral option agreement dated August 4, 2017 made between Patrick Burns and Artemis Mining SpA, as amended and assigned to Wealth, pursuant to which an option was granted for the acquisition of a 100% interest in the Cristal Property;

(u) "**Cristal Property**" means the three mineral exploitation concessions that comprise the Cristal copper porphyry project located in northern Chile, near the Bolivia/Chile border;

(v) "**Directed Selling Efforts**" means directed selling efforts as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Agreement, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Allante Common Shares and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the Allante Common Shares;

(w) "**Disclosed Beneficial Owner**" means, in respect of any Vendor, any disclosed beneficial owner of the Wealth Common Shares who is identified by name in Schedule "A";

(x) "**Encumbrance**" means any mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, licence, instrument, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;

(y) "**ERC**" means Escalones Resource Corp.;

(z) "**Escalones Option Agreement**" means the option agreement dated February 26, 2004, between TMI Chile and **[Redacted - confidentiality reasons]**, as amended, whereby TMI Chile was granted the option to acquire a 100% interest in the mineral exploitation concessions comprising a portion of the Escalones Property;

(aa) "**Escalones Property**" means the mineral exploitation and exploration concessions comprising the Escalones copper–gold porphyry project located in the Santiago Metropolitan Region, 97 km southeast of Santiago in Central Chile, 9 km west of the Argentinian border;

(bb) "**Escalones Share Purchase Agreement**" means the share purchase agreement made as of May 31, 2019 among Wealth, Wealth Minerals, ERC and TriMetals Mining Inc. (now Gold Springs Resource Corp.), as amended;

(cc) "**Excluded Vendors**" means ERC and Wealth Minerals;

(dd) "**Filing Statement**" has the meaning ascribed thereto in Section 4.4(d);

(ee) "**Gold Springs**" means Gold Springs Resource Corp., formerly, TriMetals Mining Inc., together with its wholly–owned subsidiary, ERC;

(ff) "**Governmental Entity**" means any applicable:

(i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign;

(ii) subdivision, agent, commission, board or authority of any of the foregoing;

(iii) quasi–governmental or private body, including any tribunal, commission, regulatory agency or self–regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or

(iv) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including the TSXV or any stock or other securities exchange or professional association;

(gg) "**IFRS**" means International Financial Reporting Standards, as adopted by the International Accounting Standards Board, as amended from time to time;

(hh) "**International Jurisdiction**" means a country other than Canada or the United States;

(ii) "**Laws**" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by–laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, and the term "applicable" with respect to such Laws and in the context that refers to one or more persons, means that such Laws apply to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity (or any other person) having jurisdiction over the aforesaid person or persons or its or their business, undertaking, property or securities;

(jj) "**Maintenance Right**" has the meaning ascribed thereto in Section 2.5(a);

(kk) "**Material Adverse Change**" means, in respect of a Party, any one or more changes, effects, events, occurrences or states of facts that, either individually or in the aggregate, have, or would reasonably be expected to have, a Material Adverse Effect on the Party and its Subsidiaries, on a consolidated basis;

(ll) "**Material Adverse Effect**" means, in respect of a Party, any change, effect, event, occurrence or state of facts that, individually or in the aggregate, with other such changes, effects, events, occurrences or states of facts, is or would reasonably be expected to be material and adverse to the assets, liabilities, business, properties, operations, results of operations or condition (financial or otherwise) of the Party and its Subsidiaries (on a consolidated basis), except any change, effect, event, occurrence or state of facts resulting from or relating to:

(i) the announcement of the execution of this Agreement or the transactions contemplated hereby or the performance of any obligation hereunder or communication by the applicable

Party of its plans or intentions with respect to the other Party, including, with respect to Wealth, any of its Subsidiaries;

(ii) changes in the United States and Canadian economies in general or the United States and Canadian capital or currency markets in general;

(iii) the threat, commencement, occurrence or continuation of any war, armed hostilities, acts of environmental groups, civil strife, or acts of terrorism;

(iv) any change in applicable Laws or in the interpretation thereof by any Governmental Entity;

(v) any change in IFRS;

(vi) any natural disaster;

(vii) any change relating to foreign currency exchange rates;

(viii) any change in the price of copper; or

(ix) any changes affecting the mining industry generally;

provided that, in the case of any changes referred to in clauses (ii) to (ix) above, such changes do not have a materially disproportionate effect on the Party relative to comparable mineral exploration companies;

(mm) "**Material Contracts**" means all Contracts or other obligations or rights (and all amendments, modifications and supplements thereto and all side letters to which Wealth (or any Subsidiary of Wealth) or Allante, as the case may be, is a party affecting the obligations of any party thereunder) to which Wealth (or any Subsidiary of Wealth) or Allante, as the case may be, is a party or by which any of their respective properties or assets are bound that are material to the business, properties or assets of Wealth (or any Subsidiary of Wealth) or Allante, as the case may be, taken as a whole, including to the extent any of the following are material to the business, properties or assets of Wealth (or any Subsidiary of Wealth) or Allante, as the case may be, taken as a whole, all:

(i) employment, severance, personal services, consulting, non–competition or indemnification contracts (including any Contract to which Wealth (or any Subsidiary of Wealth) or Allante, as the case may be, is a party involving employees);

(ii) Contracts granting a right of first refusal or first negotiation;

(iii) partnership or joint venture agreements;

(iv) Contracts for the acquisition, sale or lease of material properties or assets of Wealth (or any Subsidiary of Wealth) or Allante, as the case may be (by purchase or sale of assets or stock or otherwise);

(v) Contracts with any Governmental Entity;

(vi) loan or credit agreements, mortgages, indentures or other Contracts or instruments evidencing indebtedness for borrowed money by Wealth (or any Subsidiary of Wealth) or

Allante, as the case may be, or any such agreement pursuant to which indebtedness for borrowed money may be incurred;

(vii) Contracts that purport to limit, curtail or restrict the ability of Wealth (or any Subsidiary of Wealth) or Allante, as the case may be, to engage in any line of business activities or to acquire property (including, but not limited to, any real property or mineral tenures) in any geographic area;

(viii) commitments and agreements to enter into any of the foregoing; and

(ix) all Contracts that provide for annual payments to or from Wealth (or any Subsidiary of Wealth) or Allante, as the case may be, in excess of **[Redacted – commercially sensitive information]** per annum;

(nn) "**Outside Date**" means the latest date by which the transactions contemplated by this Agreement are to be completed, which date shall be April 30, 2020 or such later date as Allante and Wealth may mutually agree;

(oo) "**Party**" means, as the context requires, either Allante, Wealth or the Vendors and "**Parties**" means all of them;

(pp) "**person**" includes any individual, firm, partnership, joint venture, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status;

(qq) "**Policy 2.4**" has the meaning ascribed thereto in Recital B hereto;

(rr) "**Pre–Emptive Right**" has the meaning ascribed thereto in Section 2.5(c);

(ss) "**Regulation D**" means Regulation D promulgated under the 1933 Act;

(tt) "**Regulation S**" means Regulation S promulgated under the 1933 Act;

(uu) "**Securities Authorities**" means domestic and foreign securities commissions and/or other securities regulatory authorities, including the securities commissions and regulatory authorities in the provinces and territories of Canada;

(vv) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval;

(ww) "**Share Exchange**" means the share exchange between Allante and the Vendors pursuant to the terms and subject to the conditions set forth in this Agreement, subject to any amendment thereto in accordance herewith;

(xx) "**Subsidiary**" has the meaning ascribed thereto in Section 2(2) of the BCBCA;

(yy) "**Substantial U.S. Market Interest**" means substantial U.S. market interest as that term is defined in Regulation S;

(zz) "**Tax**" and "**Taxes**" means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Entity, including all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes (including, without limitation, taxes relating to the transfer of interests in real property or entities holding interests therein), franchise taxes, license taxes, withholding taxes, payroll taxes, employment taxes, Canada Pension Plan contributions, excise, severance, social security, workers' compensation, employment insurance or compensation taxes or premium, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add–on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing;

(aaa) "**Tax Act**" means the Canada *Income Tax Act*;

(bbb) "**Tax Returns**" means all returns, schedules, elections, declarations, reports, information returns, notices, forms, statements and other documents made, prepared or filed with any taxing authority or required to be made, prepared or filed with any taxing authority relating to Taxes;

(ccc) "**TMI Chile**" means TriMetals Mining Chile SCM (formerly, South American Silver Chile SCM, formerly General Minerals SCM and formerly, Compania Minera Productora), a corporation existing under the laws of Chile;

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

(eee) "**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

(fff) "**U.S. Accredited Investor**" means an "accredited investor" as defined in Rule 501(a) of Regulation D;

(ggg) "**U.S. Person**" means a "U.S. person" as that term is defined in Regulation S;

(hhh) "**Vendors**" has the meaning ascribed thereto on the first page of this Agreement;

(iii) "**Vendors' Representative**" has the meaning ascribed thereto in Section 2.9(a);

(jjj) "**Wealth**" means Wealth Copper Ltd., a company existing under the BCBCA;

(kkk) "**Wealth Board**" means the board of directors of Wealth;

(lll) "**Wealth Common Shares**" means the common shares in the capital of Wealth, as presently constituted;

(mmm) "**Wealth Disclosure Letter**" means the disclosure letter dated the date of this Agreement and delivered by Wealth to Allante with this Agreement;

(nnn) "**Wealth Financial Statements**" has the meaning ascribed thereto in Section 3.2(k);

(ooo) "**Wealth Minerals**" means Wealth Minerals Ltd.; and

(ppp) "**Wealth Private Placement**" means a brokered and/or non–brokered private placement by Wealth of Wealth Common Shares for aggregate gross proceeds of up to **[Redacted – commercially**

sensitive information] or such lesser amount as determined by Wealth and on such others terms as determined by Wealth in its sole discretion.

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

1.2 Interpretation Not Affected by Headings

The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Agreement and the Schedules attached hereto and not to any particular Article, Section or other portion hereof and include any agreement, schedule or instrument supplementary or ancillary hereto or thereto.

1.3 Section References

All references in this Agreement to a designated Article, Section, paragraph, clause or other subdivision, or to a Schedule, is to the designated Article, Section, Paragraph, clause or other subdivision of or Schedule to this Agreement unless otherwise specifically stated.

1.4 Number and Gender

In this Agreement, unless the context otherwise requires, words importing the singular only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

1.5 Date for any Action

If the date on which any action is required to be taken hereunder by any party hereto is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.6 Statutory References

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

1.7 Document References

All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all Schedules and exhibits attached thereto.

1.8 Currency

Unless otherwise stated, all references in this Agreement to dollar amounts are expressed in Canadian currency.

1.9 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable Laws, the Parties waive any provision of Law that renders any provision of this Agreement or any part thereof invalid or unenforceable in any respect. The Parties shall engage in good faith negotiations to replace any provision hereof or any part thereof that is declared invalid or unenforceable with a valid and enforceable provision or part thereof, the economic effect of which approximates as much as possible the invalid or unenforceable provision or part thereof that it replaces.

1.10 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement have the meanings attributable thereto hereunder, and all determinations of an accounting nature required to be made hereunder shall be made in a manner consistent with IFRS.

1.11 Knowledge

Where the phrases "to the knowledge of Allante" or "to the knowledge of Wealth" are used in respect of Allante or Wealth, such phrase shall mean, in respect of each representation and warranty or other statement which is qualified by such phrase, that such representation and warranty or other statement is being made based upon:

(a) in the case of Allante, the actual knowledge of the Chief Executive Officer and Chief Financial Officer of Allante after due inquiry and investigation; and

(b) in the case of Wealth, the actual knowledge of the directors of Wealth after due inquiry and investigation.

1.12 Disclosure in Writing

Reference to disclosure in writing herein shall, in the case of Allante, be limited to the disclosures made by Allante in the Allante Disclosure Letter, and in the case of Wealth, be limited to the disclosures made by Wealth in the Wealth Disclosure Letter. The Parties acknowledge and agree that notwithstanding that information may be provided in the Allante Disclosure Letter or the Wealth Disclosure Letter under one particular heading of this Agreement that information shall be considered to qualify any other relevant representation in or provide information in respect of any other relevant provision of this Agreement to the extent it is reasonably apparent that such information is applicable to such other provision of the Agreement and such representation is so qualified by a reference to disclosure in writing.

1.13 Meaning of Certain Phrases

In this Agreement the phrase "in the ordinary and regular course of business" shall mean and refer to those activities that are normally conducted by corporations engaged in the exploration of minerals, the word "or" is not exclusive and the words "include", "includes" or "including" shall not be considered to set forth an exhaustive list (whether or not non–limited language, such as "without limitation" or "but not limited to" or words of similar import is used with reference to such terms).

1.14 Subsequent Vendors

Any future holder of Wealth Common Shares shall become a party to this Agreement by executing an accession deed substantially in the form attached hereto as Schedule "C" and upon such execution such holder shall be deemed to be a Vendor and shall be entitled to all the rights and subject to all the duties of a Vendor hereunder as if such holder had been an original signatory to this Agreement.

1.15 Schedules

The following Schedules are attached to, and are deemed to be incorporated into and form part of, this Agreement:

Schedule "A"	–	Vendors
Schedule "B"	–	Wealth Financial Statements
Schedule "C"	–	Form of Accession Deed

ARTICLE 2
THE SHARE EXCHANGE

2.1 Terms of Share Exchange

The Parties hereby covenant and agree to implement the Share Exchange in accordance with the terms and subject to the conditions of this Agreement, as follows:

(a) at the Closing Time, subject to the terms and conditions set out in this Agreement and in reliance on the representations, warranties and covenants set forth herein, each Vendor agrees to sell to Allante, and Allante agrees to purchase from each Vendor, the number of Wealth Common Shares which are by held the Vendor (as set out in Schedule "A" hereto) free and clear of all Encumbrances, by way of an exchange of shares;

(b) the Share Exchange shall proceed on the basis of one (1) Allante Replacement Share being allotted and issued to the Vendors at a deemed price of $0.20 per Allante Replacement Share for every one (1) Wealth Common Share purchased by Allante; and

(c) as a result of the foregoing, Wealth shall be a wholly–owned Subsidiary of Allante.

2.2 Share Exchange Procedure

Subject to the fulfillment of all the terms and conditions hereof, at the Closing each Vendor shall exchange its certificate representing the Wealth Common Shares held by it by delivering such certificate to Allante duly executed and endorsed in blank or accompanied by duly executed stock powers duly endorsed in blank, in each case in proper form for transfer with appropriate instructions to allow the transfer agent for the Allante Common Shares to issue certificates for the Allante Replacement Shares to the holder thereof, together with a duly completed and executed U.S. Accredited Investor certificate, if the Vendor or, if applicable, the Disclosed Beneficial Owner, is a U.S. Person.

2.3 Closing Date

The Share Exchange shall be completed on the Closing Date and shall be effective at the Closing Time.

2.4 Closing

Unless this Agreement is terminated pursuant to the provisions hereof, the Closing shall take place at 10:00 a.m. (Vancouver time) on the Closing Date at the offices of the lawyers for Wealth, located at 1040 West Georgia Street, Suite 1170, Vancouver, British Columbia or at such other location as agreed to by Allante and Wealth and each of them shall deliver to the other Party, as the case may be:

(a) the documents required or contemplated to be delivered by it hereunder in order to complete, or necessary or reasonably requested to be delivered by it by the other Party in order to effect, the Share Exchange; provided that each such document required to be dated the Closing Date shall be dated as of, or become effective on, the Closing Date and shall be held in escrow to be released upon the Share Exchange becoming effective; and

(b) written confirmation as to the satisfaction or waiver of all of the conditions in its favour contained in Article 5.

Notwithstanding the location of the Closing, each of Allante and Wealth agrees that the Closing may be completed by the exchange of agreements and other documents executed in counterpart via electronic transmission between their respective legal counsel accompanied by undertakings between the respective legal counsel for Allante and Wealth not to release same from escrow until the satisfaction of all Closing conditions and to deliver any required original documents after Closing, provided such undertakings are satisfactory to each Party's respective legal counsel.

2.5 ERC Pro Rata Participation Rights

Allante acknowledges and agrees that, pursuant to the Escalones Share Purchase Agreement:

(a) immediately after giving effect to the Share Exchange and the Concurrent Financing, ERC's holdings of the Allante Common Shares shall not represent less than 30% (on a fully-diluted basis) of the issued and outstanding Allante Common Shares (the "**Maintenance Right**"), which Maintenance Right shall be represented by a special warrant certificate, in form and substance reasonably satisfactory to ERC, issued by Allante to ERC at Closing;

(b) ERC shall have the right to nominate one director to the Allante Board for so long as it holds at least 20% of the issued and outstanding Allante Common Shares, the terms and conditions of which nomination right shall be set out in a nomination rights agreement to be entered into between Allante and each of Wealth Minerals and ERC in conjunction with the Closing; and

(c) ERC shall be granted the right (the "**Pre–Emptive Right**") to participate in future equity financings undertaken by Allante, to allow ERC to maintain up to its *pro rata* interest in the equity capital of Allante after the completion of the Share Exchange and Wealth Private Placement, other than in respect of Allante Common Shares or Wealth Common Shares issued in connection with (i) the acquisition of mining or real property interests or the acquisition of another corporation by Allante by merger, purchase of substantially all of the assets, or other reorganization; (ii) options granted to directors, officers or employees of, or consultants to, Allante pursuant to any option, purchase or stock incentive program; or (iii) any loan arrangement, or any debt financing from a bank or similar financial or lending institution; provided that the Pre–Emptive Right shall terminate on the earlier of ERC twice declining or failing to exercise its Pre–Emptive Right to purchase up to the maximum pre–emptive percentage of any new shares offered by Allante or the second anniversary of the closing of the transaction contemplated by the Escalones Share Purchase Agreement, the terms and conditions of which Pre–Emptive Right shall be set out in an equity participation agreement to be entered into between Allante and ERC in conjunction with the Closing.

2.6 Reliance on Prospectus and Registration Exemptions

The Vendors acknowledge and agree that the Allante Replacement Shares being issued pursuant to this Agreement are being issued pursuant to an exemption from the prospectus and registration requirements of Applicable Canadian Securities Laws. As a result, the Vendors shall not be entitled to certain protections, rights and remedies available under Applicable Canadian Securities Laws, including statutory rights of rescission or damages, and the Vendors shall not receive information that would otherwise be required to be provided to the Vendors pursuant to Applicable Canadian Securities Laws.

2.7 Resale Restrictions

(a) The Parties acknowledge and agree that it is the intention of the Parties that the Allante Replacement Shares to be issued to the Vendors hereunder shall be issued pursuant to the "take–over bid and issuer bid" exemption set out in Section 2.16 of National Instrument 45–106 *Prospectus Exemptions*, such that, excepting any applicable escrow hold periods, there shall be no resale restrictions in Canada under Applicable Canadian Securities Laws. Notwithstanding the foregoing, the Vendors acknowledge and agree that, to the extent that the Allante Replacement Shares are subject to resale restrictions under Applicable Canadian Securities Laws, then the terms of such resale restrictions shall be endorsed on the certificates representing such Allante Replacement Shares as a printed legend, and the Allante Replacement Shares may not be sold, transferred or otherwise disposed except in accordance with exemption from, or in a transaction not subject to, the prospectus and registration requirements of Applicable Canadian Securities Laws and in each case only in accordance with all Applicable Canadian Securities Laws. The Vendors agree to comply with such resale restrictions.

(b) Each Vendor acknowledges and agrees that a portion of the Allante Replacement Shares to be issued to the Vendors pursuant to the Share Exchange may be subject to escrow provisions under the rules of the TSXV.

(c) Each Vendor acknowledges and agrees that it is knowledgeable of, or has been independently advised as to, the applicable Laws of the jurisdiction(s) which apply to the sale of the Wealth Common Shares and the issuance of the Allante Replacement Shares, and which may impose restrictions on the resale of such Allante Replacement Shares in that jurisdiction and it is the responsibility of the Vendor to find out what those resale restrictions are, and to comply with the resale restrictions before selling the Allante Replacement Shares.

2.8 Treatment of Restricted Securities under the U.S. Securities Act

The Parties acknowledge and agree that the Allante Replacement Shares issued to the Vendors resident in or subject to the laws of the United States in connection with the Share Exchange shall be "restricted securities" within the meaning of Rule 144 of the 1933 Act and each certificate representing the Allante Replacement Shares issued to holders resident in or subject to the laws of the United States shall bear a legend in substantially the form that follows:

> "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY STATE SECURITIES LAWS, AND MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED

ONLY TO (A) [*NAME OF RESULTING ISSUER*] (THE "COMPANY") (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN ACCORDANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT THE HOLDER HAS, PRIOR TO SUCH SALE UNDER (C) OR (D), FURNISHED TO THE COMPANY A LEGAL OPINION, REASONABLY SATISFACTORY TO THE COMPANY TO THE EFFECT THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

2.9 Vendors' Representative

(a) Each Vendor, other than the Excluded Vendors, constitutes and appoints Wealth as its representative (the "**Vendors' Representative**") and its true and lawful attorney in fact, with full power and authority in its name on its behalf:

(i) to act on such Vendor's behalf in the absolute discretion of the Vendors' Representative with respect to all matters relating to this Agreement and the transactions contemplated hereby, including the execution and delivery of (A) any amendment, supplement, or modification of this Agreement; (B) any waiver of any claim or right arising out of this Agreement; and (C) stock powers of attorney authorizing the transfer to Allante of the Wealth Common Shares held by such Vendor; and

(ii) in general, to do all things and to perform all acts as such Vendor might or could do in person, including executing and delivering all agreements, certificates, receipts, instructions, and other instruments contemplated by or deemed advisable to effectuate the provisions in this Section 2.9.

(b) The power of attorney granted herein:

(i) is a power coupled with an interest;

(ii) is in consideration of the mutual covenants made in this Agreement;

(iii) is irrevocable;

(iv) extends to, and is binding on and enforceable against the heirs, executors, administrators, other legal representatives and successors, transferees and assigns of each Vendor; and

(v) shall not be terminated by any act of any Vendor or by operation of law, whether by the death or incapacity of any Vendor or by occurrence of any other event.

Each Vendor, other than the Excluded Vendors, hereby consents to the taking of any and all actions and the making of any decisions required and permitted to be taken or made by the Vendors'

Representative pursuant to this Section 2.9. Each Vendor, other than the Excluded Vendors, agrees to be bound by any representations or actions so made or taken by the Vendors' Representative and agrees to abide by any such restrictions as may be so imposed by the Vendors' Representative pursuant to the power of attorney contained herein, and hereby waives any and all defences which may be available to contest, negate or disaffirm any action of the Vendors' Representative taken in good faith under such power of attorney.

(c) Each Vendor agrees that the Vendors' Representative shall have no obligation or liability to any person for any action taken or omitted by the Vendors' Representative in good faith, and each Vendor, other than the Excluded Vendors, shall indemnify and hold harmless the Vendors' Representative from, and shall pay to the Vendors' Representative the amount of, or reimburse the Vendors' Representative for, any loss that the Vendors' Representative may suffer, sustain, or become subject to as a result of any such action or omission by the Vendors' Representative under this Agreement.

(d) Allante and Wealth shall be entitled to rely upon any documents or other paper delivered by the Vendors' Representative as being authorized by the Vendors, other than the Excluded Vendors, and Allante and Wealth shall not be liable to any of such Vendors for any action taken or omitted to be taken by Allante and Wealth based on such reliance.

(e) In accordance with the *Power of Attorney Act* (British Columbia) and any other similar applicable legislation of any other jurisdiction governing a power of attorney, each Vendor, other than the Excluded Vendors, declares that the power of attorney granted to the Vendors' Representative herein may be exercised during any legal incapacity, mental incapacity or infirmity, or mental incompetence on the part of such Vendor. The power of attorney granted by each Vendor, other than the Excluded Vendors, herein shall not be terminated by the execution or granting of any further powers of attorney by a Vendor, and each Vendor covenants and agrees not to take any action in the future which shall result in the termination of the power of attorney granted by each Vendor herein, other than the Excluded Vendors, until the Closing or the termination of this Agreement in accordance with Section 6.2.

(f) Until all obligations under this Agreement shall have been discharged, the Vendors who, immediately prior to the Closing, are entitled in the aggregate to receive more than 50% of the Allante Replacement Shares, may, from time to time upon notice to Allante and Wealth, appoint a new Vendors' Representative upon the resignation of the Vendors' Representative. If, after the resignation of the Vendors' Representative, a successor Vendors' Representative shall not have been appointed by the Vendors within 15 Business Days after a request by Allante and Wealth, Allante and Wealth may appoint a Vendors' Representative from among the Vendors to fill any vacancy so created by notice of such appointment to the Vendors.

2.10 Application of the Tax Act

The Parties acknowledge and agree that the transactions contemplated herein are not intended to give rise to any income tax liability whatsoever, and it is their intention that the Share Exchange shall be effected pursuant to the provisions of Section 85.1 of the Tax Act, unless that provision is inapplicable in respect of any particular Vendor, in which case the non–application of Section 85.1 to a particular Vendor is not intended to alter the application of this provision to any other Vendor.

2.11 Allante Related Party Debt

The Parties agree that up to $320,000 in related party debt, accrued and payable by Allante to a company controlled by the President of Allante, shall be settled forthwith after the Closing by Allante.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Vendors

Each Vendor hereby represents and warrants to Allante and Wealth, and hereby acknowledges that Allante and Wealth are relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Share Exchange, as follows:

(a) Capacity. If the Vendor is an individual, the Vendor has the capacity to own the Wealth Common Shares owned by him, to enter into this Agreement and all other agreements and instruments to be executed by him and to perform his obligations hereunder and thereunder. If the Vendor is not an individual, the Vendor has the corporate power, authority and capacity to own or hold his Wealth Common Shares and to execute and deliver this Agreement and all other agreements and instruments to be executed by him as contemplated herein and to perform his obligations hereunder and thereunder.

(b) Authorization and Enforceability. If the Vendor is not an individual, the execution and delivery of this Agreement and all other agreements and instruments to be executed and delivered hereunder have been duly authorized by all necessary corporate action on the part of such Vendor.

(c) Binding and Enforceable Agreement. This Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity.

(d) Bankruptcy, Insolvency and Reorganization. The Vendor is not an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada), and the Vendor has not made (i) an assignment in favour of its creditors; (ii) a proposal in bankruptcy to its creditors or any class thereof; or (iii) had any petition for a receiving order presented in respect of it. If the Vendor is not an individual, the Vendor has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution. No receiver has been appointed in respect of the Vendor or any of its property or assets and no execution or distress has been levied upon any of its property or assets.

(e) Residency and Securities Laws.

(i) The Vendor and, if applicable, the Disclosed Beneficial Owner is resident in the jurisdiction indicated beside such person's name in Schedule "A" and, except as set out in Schedule "A", is not a non–resident person within the meaning of Section 116 of the Tax Act.

(ii) Unless the Vendor and, if applicable, the Disclosed Beneficial Owner, is a U.S. Person or is acting for the account or benefit of a U.S. Person or a person in the United States, in which case each of the Vendor and, if applicable, the Disclosed Beneficial Owner is a U.S. Accredited Investor and has properly completed, executed and delivered to Allante and Wealth a U.S. Accredited Investor certificate, in form and substance satisfactory to Allante and Wealth:

(A) the Vendor and, if applicable, the Disclosed Beneficial Owner is not a U.S. Person and is not acting for the account or benefit of a U.S. Person or a person in the United States;

(B) the offer to acquire the Allante Replacement Shares was not made to the Vendor and, if applicable, the Disclosed Beneficial Owner in the United States, and at the time this Agreement was executed and delivered to Allante and Wealth, the Vendor and, if applicable, the Disclosed Beneficial Owner (or the their authorized signatory, if an entity) were outside the United States;

(C) the current structure of this transaction and all transactions and activities contemplated hereunder are not a scheme to avoid the registration requirements of the 1933 Act;

(D) the Vendor and, if applicable, the Disclosed Beneficial Owner is acquiring the Allante Replacement Shares as principal for investment purposes only and not with a view to, or for, resale, distribution or other disposition, in whole or in part, and, in particular, it has no intention to distribute either directly or indirectly any of the Purchased Securities in the United States or to U.S. Persons except pursuant to registration under the 1933 Act and the securities laws of all applicable states or available exemptions therefrom; and

(E) the Vendor and, if applicable, the Disclosed Beneficial Owner has not acquired the Allante Replacement Shares as a result of any form of general solicitation or general advertising, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine, internet or similar media or broadcast over radio, television or internet or any seminar or meeting whose attendees have been invited by general solicitation or general advertising; and

(iii) If a resident in an International Jurisdiction, the Vendor and, if applicable, the Disclosed Beneficial Owner:

(A) is knowledgeable of, or has been independently advised as to the securities Laws of the Securities Authorities having application in the jurisdiction in which the Vendor is resident which would apply to the acquisition of the Allante Replacement Shares;

(B) is acquiring the Allante Replacement Shares pursuant to exemptions from the prospectus and registration requirements under the applicable securities Laws of the Securities Authorities in the International Jurisdiction or, if such is not applicable, the Vendor is permitted to acquire the Allante Replacement Shares under the applicable securities Laws of the Securities Authorities in the International Jurisdiction without the need to rely on any exemption; and

(C) confirms that the applicable securities Laws of the Securities Authorities in the International Jurisdiction do not require Allante to make any filings or seek any approvals of any nature whatsoever from any Governmental Entity, including any Securities Authority, of any kind whatsoever in the International Jurisdiction in connection with the acquisition of the Allante Replacement Shares acquired by the Vendor hereunder.

(f) Title to Shares. The Vendor is the sole registered holder of the number of Wealth Common Shares set out opposite the Vendor's name in Schedule "A".

(g) Encumbrances. The Wealth Common Shares held by the Vendor are free and clear of all Encumbrances.

(h) No Agreements. No person has any agreement or option or a right capable of becoming an agreement for the assignment, purchase or other transfer of the Wealth Common Shares owned by the Vendor.

(i) No Violation. The performance of this Agreement shall not violate any applicable Laws or any agreement or other instrument to which the Vendor is a party.

(j) Acquiring as Principal. The Vendor is either:

(i) acquiring the Allante Replacement Shares as principal for its own account and not for the benefit of any other person, or is deemed under the applicable securities Laws to be acquiring the Allante Replacement Shares as principal, and is acquiring the Allante Replacement Shares for investment purposes only and not with a view to the resale or distribution of all or any of the Allante Replacement Shares; or

(ii) acquiring the Allante Replacement Shares as agent for a principal, who the Vendor has disclosed in Schedule "A" as the Disclosed Beneficial Owner, and the Vendor is duly authorized to enter into this Agreement and to execute and deliver all documentation in connection with the purchase on behalf of the Disclosed Beneficial Owner, who is acquiring as principal for its own account and not for the benefit of any other person and for investment purposes only and not with a view to the resale or distribution of all or any of the Allante Replacement Shares, and the Vendor in its capacity as agent is acting in compliance with all the applicable securities Laws and the Vendor, on its own behalf and, if applicable, on behalf of the Disclosed Beneficial Owner, acknowledges that Allante and Wealth may be required by law to disclose to certain Securities Authorities the identity of the Disclosed Beneficial Owner.

3.2 Representations and Warranties of Wealth

Wealth hereby represents and warrants to Allante and hereby acknowledges that Allante is relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Share Exchange, as follows:

(a) Organization and Operations. Each of Wealth and its Subsidiaries has been incorporated and, validly exists under the laws of its governing jurisdiction and is in good standing under applicable corporate Laws and has full corporate and legal power and authority to own its property and assets and to conduct its business as currently owned and conducted. Each of Wealth and its Subsidiaries is registered, licensed or otherwise qualified in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on Wealth. All of the outstanding shares of each Subsidiary of Wealth are validly issued, and are fully paid and non–assessable to the extent such a concept exists under applicable Laws. All of the outstanding shares of each Subsidiary of Wealth are owned directly by Wealth. There are no outstanding options, rights, entitlements, understandings or commitments (contingent or otherwise) regarding the right to acquire any issued or unissued securities of, or interest in, any Subsidiary of Wealth.

(b) Authority. Wealth has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Wealth as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by Wealth and the completion by Wealth of the transactions contemplated by this Agreement have been authorized by the Wealth Board and, subject to the execution of this Agreement by the Vendors, no other corporate proceedings on the part of Wealth are necessary to authorize this Agreement or the completion by Wealth of the transactions contemplated hereby other than approval by the TSXV of the transactions contemplated by this Agreement. This Agreement has been executed and delivered by Wealth and constitutes a legal, valid and binding obligation of Wealth, enforceable against Wealth in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. The execution and delivery by Wealth of this Agreement and the performance by Wealth of its obligations hereunder and the completion of the transactions contemplated hereby, do not and shall not:

(i) result in a violation, contravention or breach or constitute a default under, or entitle any party to terminate, accelerate, modify or call any obligations or rights under, require any consent to be obtained under or give rise to any termination rights under any provision of:

(A) the articles or notice of articles of Wealth or any Subsidiary of Wealth;

(B) any applicable Law; or

(C) any credit arrangement, note, bond, mortgage, indenture, deed of trust, lease, franchise, concession, easement, contract, agreement, licence, permit or other instrument to which Wealth or any Subsidiary of Wealth is bound or is subject to or of which Wealth or any Subsidiary of Wealth is the beneficiary;

in each case, which would, individually or in the aggregate, have a Material Adverse Effect on Wealth;

(ii) cause any indebtedness owing by Wealth or any Subsidiary of Wealth to come due before its stated maturity or cause any available credit to cease to be available which would, individually or in the aggregate, have a Material Adverse Effect on Wealth;

(iii) result in the imposition of any Encumbrance upon any of the property or assets of Wealth or any Subsidiary of Wealth or give any person the right to acquire any of Wealth's assets, or restrict, hinder, impair or limit the ability of Wealth or any Subsidiary of Wealth to conduct the business of Wealth or any Subsidiary of Wealth as and where it is now being conducted which would, individually or in the aggregate, have a Material Adverse Effect on Wealth; or

(iv) result in the revocation, suspension, cancellation, variation or non–renewal of any mining claims, concessions, licenses, leases or other instruments, conferring mineral rights in respect of the material properties in which Wealth or any Subsidiary of Wealth has an interest.

(c) Capitalization. Wealth is authorized to issue an unlimited number of Wealth Common Shares. As of the date of this Agreement, there were 58,640,000 Wealth Common Shares issued and outstanding. Except pursuant to the Maintenance Right and the Pre–Emptive Right or as disclosed in and pursuant to this Agreement and the transactions contemplated hereby, as of the date hereof, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre–emptive, contingent or otherwise) obligating Wealth to issue or sell any Wealth Common Shares or any securities or obligations of any kind convertible into or exchangeable for any Wealth Common Shares. All outstanding Wealth Common Shares have been authorized and are validly issued and outstanding as fully paid and non–assessable shares, free of pre–emptive rights. As of the date hereof, there are no outstanding bonds, debentures or other evidences of indebtedness of Wealth. There are no outstanding contractual obligations of Wealth to repurchase, redeem or otherwise acquire any outstanding Wealth Common Shares or with respect to the voting or disposition of any outstanding Wealth Common Shares.

(d) Consents. No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other person is required to be obtained by Wealth or any Subsidiary of Wealth in connection with the execution and delivery of this Agreement or the consummation by Wealth of the transactions contemplated hereby other than:

(i) filings with and approvals by the Securities Authorities; and

(ii) any other consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on Wealth.

(e) Directors' Approvals. The Wealth Board has unanimously:

(i) determined that the Share Exchange is in the best interests of Wealth; and

(ii) authorized the entering into of this Agreement, and the performance of Wealth's obligations hereunder.

(f) Contracts. Each of the Material Contracts to which Wealth or any Subsidiary of Wealth is a party constitutes a valid and legally binding obligation of Wealth, enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles).

(g) Waivers, Consents. There are no waivers, consents, notices or approvals required to complete the transactions contemplated under this Agreement from other parties to the Material Contracts of Wealth.

(h) No Defaults. None of Wealth or any Subsidiary of Wealth is in default under, and, there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute a default by Wealth or any Subsidiary of Wealth under, any credit arrangement, note, bond, mortgage, indenture, deed of trust, lease, franchise, concession, easement, Contract of Wealth or any Subsidiary of Wealth, agreement, licence, permit or other instrument that is material to the conduct of the business of Wealth or any Subsidiary of Wealth to which any of them is a party or by which any of them is bound or subject to that would, individually or in the aggregate, have a Material Adverse Effect on Wealth. No party to any Contract of Wealth or any Subsidiary of Wealth has given written notice to Wealth or any Subsidiary of Wealth or, to the knowledge of

Wealth, made a claim against Wealth or any Subsidiary of Wealth with respect to any breach or default thereunder, in any such case in which such breach or default constitutes a Material Adverse Effect on Wealth.

(i) Absence of Changes. Except as disclosed to Allante in writing, since December 31, 2019:

(i) Wealth and each Subsidiary of Wealth has conducted its business only in the ordinary and regular course of business consistent with past practice;

(ii) none of Wealth or any Subsidiary of Wealth has incurred or suffered a Material Adverse Change;

(iii) there has not been any acquisition or sale by Wealth or any Subsidiary of Wealth of any material property or assets thereof;

(iv) other than in the ordinary and regular course of business consistent with past practice, there has not been any incurrence, assumption or guarantee by Wealth or any Subsidiary of Wealth of any debt for borrowed money, any creation or assumption by Wealth or any Subsidiary of Wealth of any Encumbrance, any making by Wealth or any Subsidiary of Wealth of any loan, advance or capital contribution to or investment in any other person or any entering into, amendment of, relinquishment, termination or non–renewal by Wealth or any Subsidiary of Wealth of any contract, agreement, licence, lease transaction, commitment or other right or obligation that would, individually or in the aggregate, have a Material Adverse Effect on Wealth;

(v) Wealth has not declared or paid any dividends or made any other distribution in respect of any of the Wealth Common Shares;

(vi) Wealth has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding Wealth Common Shares;

(vii) other than in the ordinary and regular course of business, there has not been any material increase in or modification of the compensation payable by Wealth or any Subsidiary of Wealth to any of their respective directors, officers, employees or consultants or any grant to any such director, officer, employee or consultant of any increase in severance or termination pay or any increase or modification of any bonus, pension, insurance or benefit arrangement (including, without limitation, the granting of Wealth stock options) made to, for or with any of such directors, officers, employees or consultants that would be inconsistent with generally acceptable compensation levels within Wealth's peer group of junior mining issuers;

(viii) Wealth has not effected any material change in its accounting methods, principles or practices, other than as disclosed in the Wealth Financial Statements; and

(ix) Wealth has not adopted any, or amended any, bonus, pension, profit sharing, stock purchase, stock option or other benefit plan or shareholder rights plan.

(j) Employment and Consulting Agreements. Neither Wealth nor any Subsidiary of Wealth:

(i) has any employee or consultant whose employment or contract with Wealth or any Subsidiary of Wealth cannot be terminated by Wealth or any Subsidiary of Wealth in accordance with the provisions of such employment or consultant contract following the completion of the Share Exchange; and

(ii) (A) is a party to any collective bargaining agreement;

(B) is, to the knowledge of Wealth, subject to any application for certification or threatened or apparent union–organizing campaigns for employees not covered under a collective bargaining agreement; or

(C) is subject to any current, or, to the knowledge of Wealth, pending or threatened strike or lockout.

(k) Financial Matters. The financial statements of Wealth for the year ended December 31, 2019 and the respective notes thereto (the "**Wealth Financial Statements**"), attached hereto as Schedule "B", have been prepared in accordance with IFRS consistently applied throughout the periods to which they relate and fairly present in all material respects the financial condition of Wealth at the respective dates indicated and the results of operations of Wealth for the periods covered. Except as disclosed in the Wealth Financial Statements or otherwise disclosed in writing to Allante, as of the date hereof Wealth does not have any liability or obligation (including, without limitation, liabilities or obligations to fund any operations or work or exploration program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, or any related party transactions or off–balance sheet transactions not reflected in the corporate records and minute books of Wealth, except liabilities and obligations incurred in the ordinary and regular course of business (including the business of operating, developing, constructing and exploring Wealth's projects) or incurred in connection with the transactions contemplated by this Agreement, which liabilities or obligations would not reasonably be expected to have a Material Adverse Effect on Wealth.

(l) Books and Records. The corporate records and minute books of Wealth and each Subsidiary of Wealth have been maintained in accordance with all applicable Laws and are complete and accurate in all material respects, except where such incompleteness or inaccuracy would not have a Material Adverse Effect on Wealth. Financial books and records and accounts of Wealth and each Subsidiary of Wealth in all material respects:

(i) have been maintained in accordance with good business practices on a basis consistent with prior years and past practice; and

(ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of Wealth and each Subsidiary of Wealth.

(m) Litigation. There is no claim, action, proceeding or investigation in progress or, to the knowledge of Wealth, pending or threatened against or relating to Wealth, any Subsidiary of Wealth or affecting any of their respective properties or assets before any Governmental Entity which individually or in the aggregate has, or could reasonably be expected to have, a Material Adverse Effect on Wealth and Wealth is not aware of any existing ground on which any such claim, action, proceeding or investigation might be commenced with any reasonable likelihood of success. There is no bankruptcy, liquidation, winding–up or other similar proceeding in progress, or, to the knowledge of Wealth, pending or threatened against or relating to Wealth or any Subsidiary of Wealth before any Governmental Entity. Neither Wealth nor any Subsidiary of Wealth nor any of their respective properties or assets are subject to any outstanding judgment, order, writ, injunction or decree that involves or may involve, or restricts or may restrict the right or ability of Wealth or each Subsidiary of Wealth, as the case may be, to conduct their respective business in all material respects as it has been carried on prior to the date hereof, or that would materially impede the consummation of the transactions contemplated by this Agreement, except to the extent any such matter would not, individually or in the aggregate, have a Material Adverse Effect on Wealth.

(n) Title to Properties and Operational Matters. Except as otherwise disclosed to Allante in writing, each of the Cristal Option Agreement and the Escalones Option Agreement is in good standing according to its terms.

(o) Royalty Payments and Other Interests. Except in relation to the Cristal Property and the Escalones Property or as otherwise disclosed to Allante, there are no landowner's royalties, overriding royalties, net profits interests or similar interests or any other rights or interests whatsoever of third parties by which Wealth or any of its Subsidiaries is bound on or in relation to its properties or assets.

(p) Assets. Except as disclosed to Allante in writing, Wealth has good and marketable title to its assets free and clear of any Encumbrances, adverse claims and demands of any nature or kind whatsoever recorded or unrecorded, except to the extent any such matter would not, individually or in the aggregate, have a Material Adverse Effect on Wealth.

(q) Filing Statement. The Filing Statement, as and when filed on SEDAR and as it relates to Wealth, shall contain full, true and plain disclosure of all material facts relating to Wealth.

(r) Tax Matters. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Wealth:

(i) Wealth and each Subsidiary of Wealth has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Entity and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon;

(ii) Wealth and each Subsidiary of Wealth has:

(A) duly and timely paid all Taxes due and payable by it;

(B) duly and timely withheld all Taxes and other amounts required by applicable Laws to be withheld by it and has duly and timely remitted to the appropriate Governmental Entity such Taxes and other amounts required by applicable Laws to be remitted by it; and

(C) duly and timely collected all amounts on account of sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by applicable Laws to be collected by it and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by applicable Laws to be remitted by it;

(iii) the charges, accruals and reserves for Taxes reflected on the Wealth Financial Statements (whether or not due and whether or not shown on any Tax Return but excluding any provision for deferred income taxes) are, in the opinion of Wealth, adequate under IFRS to cover Taxes with respect to Wealth and any Subsidiary of Wealth accruing through the date hereof;

(iv) there are no proceedings, investigations, audits, assessments, reassessments or claims now pending or, to the knowledge of Wealth, threatened against Wealth or any Subsidiary of Wealth that propose to assess Taxes in addition to those reported in the Tax Returns; and

(v) no waiver of any statutory limitation period with respect to Taxes has been given or requested with respect to Wealth or any Subsidiary of Wealth.

(s) Compliance with Laws. Wealth and each Subsidiary of Wealth has complied with and are not in violation of any applicable Laws other than such non–compliance or violations that would not, individually or in the aggregate, have a Material Adverse Effect on Wealth.

(t) No Option on Assets. Except in relation to the Cristal Property and the Escalones Property or as otherwise disclosed to Allante in writing, no person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from Wealth or any Subsidiary of Wealth any of the material assets of Wealth or any Subsidiary of Wealth.

(u) Certain Contracts. Neither Wealth nor any Subsidiary of Wealth is a party to or bound by any non–competition agreement or, except as disclosed to Allante in writing, any other agreement, obligation, judgment, injunction, order or decree that purports to:

(i) limit the manner or the localities in which all or any material portion of the business of Wealth or any Subsidiary of Wealth are conducted;

(ii) limit any business practice of Wealth or any Subsidiary of Wealth in any material respect; or

(iii) restrict any acquisition or disposition of any property by Wealth or any Subsidiary of Wealth in any material respect.

(v) No Broker's Commission. Except in relation to the Wealth Private Placement or as disclosed to Allante in writing, neither Wealth, nor any Subsidiary of Wealth has entered into any agreement that would entitle any person to any valid claim against them for a broker's commission, finder's fee or any like payment in respect of the Share Exchange or any other matter contemplated by this Agreement.

(w) U.S. Securities Law Matters. None of Wealth, any of its affiliates or any person acting on its or their behalf has made or shall make any Directed Selling Efforts in the United States with respect to the Allante Replacement Shares or has engaged or shall engage in any form of general solicitation or general advertising (as those terms are used in Regulation D), including advertisements, articles, notices or other communications published in any newspaper, magazine, or similar media or broadcast over radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising in connection with the offer or exchange of the Allante Replacement Shares in the United States.

(x) No Shareholdings in Allante. Wealth does not, legally or beneficially, own, directly or indirectly, any securities of Allante and does not have any right, agreement or obligation to purchase any securities of Allante or any securities or obligations of any kind convertible into or exchangeable for any securities of Allante.

(y) Restrictions on Business Activities. Except as disclosed to Allante in writing, there is no agreement, judgment, injunction, order or decree binding upon Wealth or to its knowledge any Subsidiary of Wealth that has or could be reasonably expected to have the effect of prohibiting, restricting or materially impairing: (i) any business practice of Wealth or any Subsidiary of Wealth; (ii) any acquisition of property by Wealth or any Subsidiary of Wealth; or (iii) the conduct of business by Wealth or any Subsidiary of Wealth as currently conducted.

(z) Expropriation. No property or asset of Wealth has been taken or expropriated by any Governmental Entity and no notice or proceeding in respect of any such expropriation has been given or commenced or, to the knowledge of Wealth, is there any intent or proposal to give any such notice or commence any such proceeding.

(aa) Right to Use Personal Information. All personal information in the possession of Wealth has been collected, used and disclosed in compliance with all applicable privacy Laws in those jurisdictions in which Wealth conducts, or Wealth is deemed by operation of law in those jurisdictions to conduct, its business. Wealth has disclosed to Allante all Contracts and facts concerning the collection, use, retention, destruction and disclosure of personal information, and there are no other Contracts, or facts which, on completion of the transactions contemplated by this Agreement, would restrict or interfere with the use of any personal information by Allante in the operation of its business as conducted by Wealth before the Closing. There are no claims in progress or, to the knowledge of Wealth, pending or threatened, with respect to Wealth's collection, use or disclosure of personal information.

3.3 Representations and Warranties of Allante

Allante hereby represents and warrants to Wealth and the Vendors, and hereby acknowledges that Wealth and the Vendors are relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Share Exchange, as follows:

(a) Organization and Operations. Allante has been incorporated and validly exists under the laws of its governing jurisdiction and is in good standing under applicable corporate Laws and has full corporate and legal power and authority to own its property and assets and to conduct its business as currently owned and conducted. Allante is registered, licensed or otherwise qualified in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on Allante. For greater clarity, Allante is not carrying on any business or ancillary activities other than as permitted pursuant to Section 3.1 of Policy 2.4. All of the outstanding shares of Allante are validly issued, and are fully paid and non–assessable. Allante does not have any Subsidiaries.

(b) Authority. Allante has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Allante as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by Allante and the completion by Allante of the transactions contemplated by this Agreement have been authorized by the Allante Board, no other corporate proceedings on the part of Allante are necessary to authorize this Agreement or the completion by Allante of the transactions contemplated hereby other than approval by the TSXV of the transactions contemplated by this Agreement. This Agreement has been executed and delivered by Allante and constitutes a legal, valid and binding obligation of Allante, enforceable against Allante in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. The execution and delivery by Allante of this Agreement and the performance by it of its obligations hereunder and the completion of the transactions contemplated hereby, do not and shall not:

(i) result in a violation, contravention or breach or constitute a default under, or entitle any party to terminate, accelerate, modify or call any obligations or rights under, require any consent to be obtained under or give rise to any termination rights under any provision of:

(A) the articles or notice of articles of Allante;

(B) any applicable Law or rule or policy of the TSXV (except that the approval of the TSXV, which is required for the completion by Allante of the transactions contemplated hereby, shall be applied for by Allante but need not have been obtained as of the date hereof); or

(C) any credit arrangement, note, bond, mortgage, indenture, deed of trust, lease, franchise, concession, easement, contract, agreement, licence, permit or other instrument to which Allante is bound or is subject to or of which Allante is the beneficiary;

in each case, which would, individually or in the aggregate, have a Material Adverse Effect on Allante;

(ii) cause any indebtedness owing by Allante to come due before its stated maturity or cause any available credit to cease to be available which would, individually or in the aggregate, have a Material Adverse Effect on Allante;

(iii) result in the imposition of any Encumbrance upon any of the property or assets of Allante or give any person the right to acquire any of Allante's assets, or restrict, hinder, impair or limit the ability of Allante to conduct the business of Allante as and where it is now being conducted which would, individually or in the aggregate, have a Material Adverse Effect on Allante;

(iv) result in or accelerate the time for payment or vesting of, or increase the amount of any severance, unemployment compensation, "golden parachute", change of control provision, bonus, termination payments, retention bonus or otherwise, becoming due to any director or officer of Allante or increase any benefits otherwise payable under any pension or benefits plan of Allante or result in the acceleration of the time of payment or vesting of any such benefits; or

(v) result in the revocation, suspension, cancellation, variation or non–renewal of any mining claims, concessions, licenses, leases or other instruments, conferring mineral rights in respect of the material properties in which Allante has an interest.

(c) Capitalization. Allante is authorized to issue an unlimited number of Allante Common Shares. As of the date of this Agreement, there were 4,000,600 Allante Common Shares issued and outstanding. Except as disclosed in and pursuant to this Agreement and the transactions contemplated hereby, as of the date hereof, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre–emptive, contingent or otherwise) obligating Allante to issue or sell any shares of Allante or any securities or obligations of any kind convertible into or exchangeable for any shares of Allante. All outstanding Allante Common Shares have been authorized and are validly issued and outstanding as fully paid and non–assessable shares, free of pre–emptive rights. As of the date hereof, there are no outstanding bonds, debentures or other evidences of indebtedness of Allante. There are no outstanding contractual obligations of Allante to repurchase, redeem or otherwise acquire any outstanding Allante Common Shares or with respect to the voting or disposition of any outstanding Allante Common Shares.

(d) Shareholders' Agreements. There are no shareholders' agreements or other similar agreements with respect to the ownership or voting of any of the Allante Common Shares.

(e) Consents. No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other person (including approval of the Allante shareholders) is required to be obtained by Allante in connection with the execution and delivery of this Agreement or the consummation by Allante of the transactions contemplated hereby other than:

(i) the approval of the TSXV as referred to in Section 3.3(b)(i)(B); and

(ii) any other consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on Allante.

(f) Directors' Approvals. The Allante Board has unanimously:

(i) determined that the Share Exchange is in the best interests of Allante; and

(ii) authorized the entering into of this Agreement, and the performance of Allante' obligations hereunder.

(g) Contracts. The Contracts described in the Allante Public Documents as Material Contracts constitute all of the Material Contracts of Allante. Unless otherwise described in the Allante Public Documents, each of the Material Contracts to which Allante is a party constitutes a valid and legally binding obligation of Allante, enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles).

(h) Waivers, Consents. There are no waivers, consents, notices or approvals required to complete the transactions contemplated under this Agreement from other parties to the Material Contracts of Allante.

(i) No Defaults. Allante is not in default under, and, there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute a default by Allante under any credit arrangement, note, bond, mortgage, indenture, deed of trust, lease, franchise, concession, easement, Contract to which Allante is a party, agreement, licence, permit or other instrument that is material to the conduct of the business of Allante to which it is a party or by which it is bound or subject to that would, individually or in the aggregate, have a Material Adverse Effect on Allante. No party to any Contract to which Allante is a party has given written notice to Allante of or, to the knowledge of Allante, made a claim against Allante with respect to any breach or default thereunder, in any such case in which such breach or default constitutes a Material Adverse Effect on Allante.

(j) Absence of Changes. Except as disclosed in the Allante Public Documents, since July 31, 2019:

(i) Allante has conducted its business only in the ordinary and regular course of business consistent with past practice;

(ii) Allante has not incurred or suffered a Material Adverse Change;

(iii) there has not been any acquisition or sale by Allante of any material property or assets thereof;

(iv) other than in the ordinary and regular course of business consistent with past practice, there has not been any incurrence, assumption or guarantee by Allante of any debt for borrowed money, any creation or assumption by Allante of any Encumbrance, any making by Allante of any loan, advance or capital contribution to or investment in any other person or any entering into, amendment of, relinquishment, termination or non–renewal by Allante, of any contract, agreement, licence, lease transaction, commitment or other right or obligation that would, individually or in the aggregate, have a Material Adverse Effect on Allante;

(v) Allante has not declared or paid any dividends or made any other distribution in respect of any of the Allante Common Shares;

(vi) Allante has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding Allante Common Shares;

(vii) other than in the ordinary and regular course of business consistent with past practice and generally accepted compensation levels for a "capital pool company", there has not been any material increase in or modification of the compensation payable by Allante to any of its directors, officers, employees or consultants or any grant to any such director, officer, employee or consultant of any increase in severance or termination pay or any increase or modification of any bonus, pension, insurance or benefit arrangement made to, for or with any of such directors, officers, employees or consultants;

(viii) Allante has not effected any material change in its accounting methods, principles or practices, other than as disclosed in the Allante Financial Statements; and

(ix) Allante has not adopted any, or amended any, bonus, pension, profit sharing, stock purchase, stock option or other benefit plan or shareholder rights plan.

(k) Employment and Consulting Agreements.

(i) Allante is not a party to any written or oral policy, agreement, obligation or understanding providing for retention bonuses, severance or termination payments to, or any employment or consulting agreement with any director or officer of Allante that would be triggered by Allante' entering into this Agreement or the completion of the Share Exchange;

(ii) Allante has never had any employees and is not party to any written or verbal contracts of employment, whether Contracts for service or management agreements;

(iii) Allante does not have any consultant whose Contract with Allante cannot be terminated by Allante in accordance with the provisions of such consultant Contract following the completion of the Share Exchange; and

(iv) Allante is not:

(A) a party to any collective bargaining agreement;

(B) to the knowledge of Allante, subject to any application for certification or threatened or apparent union–organizing campaigns for employees not covered under a collective bargaining agreement; or

(C) subject to any current, or to the knowledge of Allante, pending or threatened strike or lockout.

(l) Financial Matters. The audited financial statements of Allante for the year ended July 31, 2019 and the unaudited financial statements of Allante for the three months ended October 31, 2019 and the respective notes thereto (collectively, the "**Allante Financial Statements**") were prepared in accordance with IFRS consistently applied throughout the periods to which they relate and fairly present in all material respects the consolidated financial condition of Allante at the respective dates indicated, and the results of operations of Allante for the period covered on a consolidated basis. Except as disclosed in the Allante Financial Statements, as of the date hereof Allante does not have any liability or obligation (including, without limitation, liabilities or obligations to fund any operations or work or exploration program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, or any related party transactions or off–balance sheet transactions not reflected in the Allante Financial Statements, except for those incurred in connection with the transactions contemplated by this Agreement since July 31, 2019, which liabilities or obligations would not reasonably be expected to have a Material Adverse Effect on Allante.

(m) Books and Records. The corporate records and minute books of Allante have been maintained in accordance with all applicable Laws and are complete and accurate in all material respects, except where such incompleteness or inaccuracy would not have a Material Adverse Effect on Allante. Financial books and records and accounts of Allante, in all material respects:

(i) have been maintained in accordance with good business practices on a basis consistent with prior years and past practice;

(ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of Allante; and

(iii) accurately and fairly reflect the basis for the Allante Financial Statements.

(n) Auditors. Allante has never had any reportable disagreement (within the meaning of Applicable Canadian Securities Laws) with the present or any former auditor of Allante.

(o) Litigation. There is no claim, action, proceeding or investigation in progress or, to the knowledge of Allante pending or threatened against or relating to Allante or affecting any of their respective properties or assets before any Governmental Entity which individually or in the aggregate has, or could reasonably be expected to have, a Material Adverse Effect on Allante, and Allante is not aware of any existing ground on which any such claim, action, proceeding or investigation might be commenced with any reasonable likelihood of success. There is no bankruptcy, liquidation, winding–up or other similar proceeding in progress, or, to the knowledge of Allante, pending or threatened against or relating to Allante before any Governmental Entity. Neither Allante nor any of its properties or assets are subject to any outstanding judgment, order, writ, injunction or decree that involves or may involve, or restricts or may restrict the right or ability of Allante to conduct its business in all material respects as it has been carried on prior to the date hereof, or that would materially impede the consummation of the transactions contemplated by this Agreement, except to the extent any such matter would not, individually or in the aggregate, have a Material Adverse Effect on Allante.

(p) Operational Matters. Allante has conducted and is conducting its business in material compliance with all applicable Laws, including all applicable Laws and all Governmental Entity authorizations and instructions, whether in writing or oral, relating to its assets.

(q) Assets. Allante has good and marketable title to its assets free and clear of any Encumbrances, adverse claims and demands of any nature or kind whatsoever recorded or unrecorded, except as disclosed in the Allante Public Documents.

(r) Filing Statement. The Filing Statement, as and when filed on SEDAR and as it relates to Allante, shall contain full, true and plain disclosure of all material facts relating to Allante.

(s) Insurance. Allante does not maintain and has never been a party to any policies of insurance of any nature.

(t) Tax Matters. Except as disclosed to Wealth in writing:

(i) Allante has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Entity and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon;

(ii) Allante has:

(A) duly and timely paid all Taxes due and payable by it;

(B) duly and timely withheld all Taxes and other amounts required by applicable Laws to be withheld by it and has duly and timely remitted to the appropriate Governmental Entity such Taxes and other amounts required by applicable Laws to be remitted by it; and

(C) duly and timely collected all amounts on account of sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by applicable Laws to be collected by it and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by applicable Laws to be remitted by it;

(iii) the charges, accruals and reserves for Taxes reflected on the Allante Financial Statements (whether or not due and whether or not shown on any Tax Return but excluding any provision for deferred income taxes) are, in the opinion of Allante, adequate under IFRS, as applicable, to cover Taxes with respect to Allante accruing through the date hereof;

(iv) there are no proceedings, investigations, audits, assessments, reassessments or claims now pending or to the knowledge of Allante, threatened against Allante that propose to assess Taxes in addition to those reported in the Tax Returns; and

(v) no waiver of any statutory limitation period with respect to Taxes has been given or requested with respect to Allante.

(u) Reporting Status. Allante is a reporting issuer in good standing in the provinces of British Columbia and Alberta. The Allante Common Shares are listed on the NEX board of the TSXV and Allante is in material compliance with the rules, regulations and policies of the NEX board of the TSXV.

(v) Reports. Since December 31, 2017, Allante has filed with the Securities Authorities, all applicable self–regulatory authorities and the TSXV, a true and complete copy of all forms, reports, schedules, statements, certifications, material change reports and other documents required to be filed by it, including the Allante Public Documents. The Allante Public Documents, at the time filed or, if amended, as of the date of such amendment:

(i) did not contain any "misrepresentation" and did not contain an untrue statement of a "material fact" (both as defined in the British Columbia *Securities Act*) or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and

(ii) complied in all material respects with the requirements of applicable securities Laws and the rules, policies and instruments of all Securities Authorities or stock exchange or other self–regulatory authority having jurisdiction over Allante.

Allante has not filed any confidential material change or other report or other document with any Securities Authorities or stock exchange or other self–regulatory authority which at the date hereof remains confidential.

(w) Compliance with Laws. Allante has complied with and is not in violation of any applicable Laws other than such non–compliance or violations that would not, individually or in the aggregate, have a Material Adverse Effect on Allante.

(x) No Cease Trade. Other than the TSXV halt on the trading of the Allante Common Shares on the TSXV pursuant to TSXV policies, Allante is not subject to any cease trade or other order of any applicable stock exchange or Securities Authority and, to the knowledge of Allante, no investigation or other proceedings involving Allante that may operate to prevent or restrict trading of any securities of Allante are currently in progress or pending before any applicable stock exchange or Securities Authority.

(y) No Option on Assets. No person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from Allante of any of the material assets of Allante.

(z) Certain Contracts. Allante is not a party to or bound by any non–competition agreement or any other agreement, obligation, judgment, injunction, order or decree that purports to:

(i) limit the manner or the localities in which all or any material portion of the business of Allante is conducted;

(ii) limit any business practice of Allante in any material respect; or

(iii) restrict any acquisition or disposition of any property by Allante in any material respect.

(aa) No Broker's Commission. Allante has not entered into any agreement that would entitle any person to any valid claim against Allante for a broker's commission, finder's fee or any like payment in respect of the Share Exchange or any other matter contemplated by this Agreement.

(bb) Shares. The Allante Replacement Shares to be issued pursuant to the Share Exchange shall: (i) be issued as fully paid and non–assessable; (ii) be freely trading shares, subject to any applicable escrow provisions, resale restrictions and/or restricted periods under the rules of the TSXV or applicable securities Laws and except for the Allante Replacement Shares issued to Vendors resident in or subject to the laws of the United States as contemplated in Section 2.8; and (iii) subject to the approval of the TSXV, listed for trading on the TSXV.

(cc) U.S. Securities Law Matters.

(i) The Allante Replacement Shares to be issued to persons in the United States pursuant to the Share Exchange shall be exempt from registration requirements under the 1933 Act pursuant to Rule 506 of Regulation D.

(ii) Allante is a "foreign issuer" within the meaning of Regulation S and reasonably believes that there is no Substantial U.S. Market Interest in the Allante Common Shares.

(iii) Allante is not now, and is not registered, or required to be registered as, an "investment company" as defined in the 1940 Act.

(iv) Except with respect to offers and sales to U.S. Accredited Investors in reliance upon the exemption from the registration requirements of the 1933 Act provided by Rule 506 of Regulation D, neither Allante nor any of its affiliates, nor any person acting on its or their behalf, has made or shall make:

(A) any offer to sell, or any solicitation of an offer to buy, any Allante Common Shares to any person in the United States; or

(B) any sale of Allante Common Shares unless, at the time the buy order was or shall have been originated, the purchaser is (i) outside the United States or (ii) Allante, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States.

(v) None of Allante, any of its affiliates or any person acting on its or their behalf has made or shall make any Directed Selling Efforts in the United States with respect to the Allante Common Shares or has engaged or shall engage in any form of general solicitation or general advertising (as those terms are used in Regulation D), including advertisements, articles, notices or other communications published in any newspaper, magazine, or similar media or broadcast over radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising in connection with the offer or exchange of the Allante Replacement Shares in the United States.

(vi) Except with respect to the offer of the Allante Replacement Shares contemplated herein, Allante has not, for a period of six months prior to the date hereof, sold, offered for sale or solicited any offer to buy any of its securities in the United States.

(dd) No Shareholdings in Wealth. Allante does not, legally or beneficially, own, directly or indirectly, any securities of Wealth and does not have any right, agreement or obligation to purchase any securities of Wealth or any securities or obligations of any kind convertible into or exchangeable for any securities of Wealth, except as otherwise set out in this Agreement.

(ee) Restrictions on Business Activities. Except as provided by Policy 2.4, there is no agreement, judgment, injunction, order or decree binding upon Allante or that has or could be reasonably expected to have the effect of prohibiting, restricting or materially impairing any business practice of Allante, any acquisition of property by Allante, or the conduct of business by Allante as currently conducted.

(ff) Expropriation. No property or asset of Allante has been taken or expropriated by any Governmental Entity and no notice or proceeding in respect of any such expropriation has been given or commenced or, to the knowledge of Allante, is there any intent or proposal to give any such notice or commence any such proceeding.

(gg) Right to Use Personal information. All personal information in the possession of Allante has been collected, used and disclosed in compliance with all applicable privacy Laws in those jurisdictions in which Allante conducts, or Allante is deemed by operation of law in those jurisdictions to conduct, its business. Allante has disclosed to Wealth all Contracts and facts concerning the collection, use, retention, destruction and disclosure of personal information, and there are no other Contracts, or facts which, on completion of the transactions contemplated by this Agreement, would restrict or interfere with the use of any personal information by Allante in the operation of its business as conducted by Allante before the Closing. There are no claims in progress or, to the knowledge of Allante, pending or threatened, with respect to Allante's collection, use or disclosure of personal information.

3.4 Survival of Representations and Warranties

The representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and shall expire and be terminated and extinguished upon the date that is one year after the Closing Date.

ARTICLE 4
COVENANTS

4.1 Covenants of the Vendors

Each Vendor hereby covenants and agrees on its own behalf and, if applicable, on behalf of the Disclosed Beneficial Owners, with Allante and Wealth as follows:

(a) Certain Actions. Each Vendor shall use, and, if applicable, shall cause any Disclosed Beneficial Owner to use, its commercially reasonable efforts to not take any action, or refrain from taking any action or permit any action to be taken or not taken that is inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that could reasonably be expected to render, any representation or warranty made by the Vendors in this Agreement untrue or inaccurate in any material respect at any time on or before the Closing Date if then made or that would or could have a Material Adverse Effect on the Wealth Common Shares held by such Vendor.

(b) Representations. Each Vendor shall use, and, if applicable, shall cause any Disclosed Beneficial Owner to use, its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of the Vendors contained herein shall be true and correct on and as of the Closing Date as if made on and as of such date.

(c) Closing Documents. Each Vendor shall execute and deliver, and, if applicable, shall cause any Disclosed Beneficial Owner to execute and deliver at the Closing such customary agreements and certificates, resolutions, opinions and other closing documents as may be required by Allante and Wealth, all in form satisfactory to Allante and Wealth, acting reasonably.

(d) Personal Information. Each Vendor, on its behalf and, if applicable, on behalf of any Disclosed Beneficial Owner, hereby consents to the disclosure of his personal information in connection with the Share Exchange and acknowledges and consents to the fact that Allante and Wealth 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 Vendors and, if applicable, the Disclosed Beneficial Owners, for the purposes of completing this Agreement and the transactions contemplated hereby. Each Vendor, on its behalf and, if applicable, on behalf of any Disclosed Beneficial Owner, acknowledges and consents to Allante and Wealth retaining such personal information for as long as permitted or required by law or reasonable business practices. Each Vendor, on its behalf and, if applicable, on behalf of any Disclosed Beneficial Owner, further acknowledges and consents to the fact that Allante and Wealth may be required by applicable Laws or the rules and policies of the TSXV to provide regulatory authorities with any personal information provided by the Vendors in this Agreement and each Vendor, on its behalf and, if applicable, on behalf of any Disclosed Beneficial Owner, further consents to the public disclosure of such information by electronic filing or by any other means.

4.2 Covenants of Wealth

Wealth hereby covenants and agrees with Allante as follows:

(a) Copy of Documents. Wealth shall furnish promptly to Allante a copy of any dealings or communications with any Governmental Entity or Securities Authority in connection with, or in any way affecting, the transactions contemplated by this Agreement.

(b) Certain Actions Prohibited. Other than in contemplation of or as required to give effect to the transactions contemplated by this Agreement or as otherwise permitted pursuant to this Agreement, Wealth shall not, without the prior written consent of Allante, which consent shall not be unreasonably withheld or delayed, directly or indirectly do or permit to occur any of the following prior to the Closing Date:

(i) except in connection with the Wealth Private Placement, issue, sell, grant, pledge, lease, dispose of, encumber or create any Encumbrance on or agree to issue, sell, grant, pledge, lease, dispose of, or encumber or create any Encumbrance on any shares of, or any options, warrants, calls, conversion privileges or rights of any kind to acquire any Wealth Common Shares;

(ii) incur or commit to incur any debt, except in the ordinary and regular course of business, or to finance its working capital requirements, or as otherwise contemplated in connection with the transactions contemplated herein;

(iii) declare or pay any dividends or distribute any of its property or assets to shareholders with respect to the Wealth Common Shares;

(iv) enter into any Material Contracts, other than in the ordinary and regular course of business, except in connection with the Share Exchange or as otherwise contemplated herein;

(v) alter or amend its notice of articles or articles, other than as may be required in connection with the transactions contemplated herein;

(vi) engage in any business enterprise or other activity different from that carried on or contemplated as of the date hereof;

(vii) other than pursuant to the terms of property acquisitions or in the ordinary and regular course of business, sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its assets, except where to do so would not have a Material Adverse Effect on Wealth;

(viii) redeem, purchase or offer to purchase any Wealth Common Shares or other securities; or

(ix) acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than in the ordinary and regular course of business.

(c) Certain Actions. Wealth shall:

(i) use its commercially reasonable efforts to not take any action, or refrain from taking any action or permit any action to be taken or not taken, that is inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that could reasonably be expected to render, any representation or warranty made by Wealth in this Agreement untrue or inaccurate in any material respect at any time on or before the Closing Date if then made or that would or could have a Material Adverse Effect on Wealth; and

(ii) promptly notify Allante of:

(A) any Material Adverse Change or Material Adverse Effect, or any change, event, occurrence or state of facts that could reasonably be expected to become a Material Adverse Change or to have a Material Adverse Effect, in respect of the business or in the conduct of the business of Wealth;

(B) any material Governmental Entity or third person complaints, investigations or hearings (or communications indicating that the same may be contemplated);

(C) any breach by Wealth of any covenant or agreement contained in this Agreement; and

(D) any event occurring subsequent to the date hereof that would render any representation or warranty of Wealth contained in this Agreement, if made on or as of the date of such event or the Closing Date, to be untrue or inaccurate in any material respect.

(d) Satisfaction of Conditions. Wealth shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its obligations to the extent that the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Agreement, including using its commercially reasonable efforts to:

(i) obtain all other consents, approvals and authorizations as are required to be obtained by Wealth or any Subsidiary of Wealth under any applicable Laws or from any Governmental Entity that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect on Wealth;

(ii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities required to be effected by it in connection with the transactions contemplated by this Agreement and participate and appear in any proceedings of any Party hereto before any Governmental Entity;

(iii) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Agreement, the transactions contemplated hereby or seeking to enjoin or delay, or otherwise adversely affecting the ability of the Parties to consummate, the transactions contemplated hereby, subject to the Wealth Board determining in good faith after receiving advice from outside legal counsel (which may include written opinions or advice) that taking such action would be inconsistent with the fiduciary duties of such directors under applicable Laws, and provided that, immediately upon receipt of such advice, Wealth advises Allante in writing that it has received such advice and provides written details thereof to Allante;

(iv) fulfill all conditions and satisfy all provisions of this Agreement and the transactions contemplated hereby, including the Share Exchange, required to be fulfilled or satisfied by Wealth; and

(v) co−operate with Allante in connection with the performance by it of its obligations hereunder, provided however that the foregoing shall not be construed to obligate Wealth to pay or cause to be paid any monies to cause such performance to occur.

(e) Keep Fully Informed. Subject to applicable Laws, Wealth shall use commercially reasonable efforts to conduct itself so as to keep Allante fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business.

(f) Co–operation. Wealth shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws.

(g) Representations. Wealth shall use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of Wealth contained herein shall be true and correct on and as of the Closing Date as if made on and as of such date.

(h) Closing Documents. Wealth shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, resolutions, opinions and other closing documents as may be required by Allante, all in form satisfactory to Allante, acting reasonably.

4.3 Covenants of Allante

Allante hereby covenants and agrees with Wealth and the Vendors as follows:

(a) Copy of Documents. Allante shall furnish promptly to Wealth a copy of any filing under any applicable Laws and any dealings or communications with any Governmental Entity or Securities Authority in connection with, or in any way affecting, the transactions contemplated by this Agreement.

(b) Certain Actions Prohibited. Other than in contemplation of or as required to give effect to the transactions contemplated by this Agreement or as otherwise permitted pursuant to this Agreement, Allante shall not, without the prior written consent of Wealth, which consent shall not be unreasonably withheld or delayed, directly or indirectly do or permit to occur any of the following prior to the Closing Date:

(i) issue, sell, grant, pledge, lease, dispose of, encumber or create any Encumbrance on or agree to issue, sell, grant, pledge, lease, dispose of, or encumber or create any Encumbrance on any Allante Common Shares, or any options, warrants, calls, conversion privileges or rights of any kind to acquire any Allante Common Shares, other than the issue of Allante Common Shares upon the exercise of Allante Warrants;

(ii) incur or commit to incur any debt, except in the ordinary and regular course of business, or to finance its working capital requirements, or as otherwise contemplated herein in connection with the transactions contemplated herein;

(iii) declare or pay any dividends or distribute any of its properties or assets to shareholders with respect to the Allante Common Shares;

(iv) enter into Material Contracts, other than in the ordinary and regular course of business, except in connection with the Share Exchange or as otherwise contemplated herein;

(v) alter or amend its notice of articles or articles, other than as may be required in connection with the transactions contemplated herein;

(vi) engage in any business enterprise or other activity different from that carried on or contemplated as of the date hereof;

(vii) other than pursuant to the terms of property acquisitions or in the ordinary and regular course of business, sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its assets except where to do so would not have a Material Adverse Effect on Allante;

(viii) redeem, purchase or offer to purchase any of the Allante Common Shares or other securities; or

(ix) acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than in the ordinary and regular course of business.

(c) Certain Actions. Allante shall:

(i) use its commercially reasonable efforts to not take any action, or refrain from taking any action or permit any action to be taken or not taken that is inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that could reasonably be expected to render, any representation or warranty made by Allante in this Agreement untrue or inaccurate in any material respect at any time on or before the Closing Date if then made or that would or could have a Material Adverse Effect on Allante; and

(ii) promptly notify Wealth of:

(A) any Material Adverse Change or Material Adverse Effect, or any change, event, occurrence or state of facts that could reasonably be expected to become a Material Adverse Change or to have a Material Adverse Effect, in respect of the business or in the conduct of the business of Allante;

(B) any material Governmental Entity or third person complaints, investigations or hearings (or communications indicating that the same may be contemplated);

(C) any breach by Allante of any covenant or agreement contained in this Agreement; and

(D) any event occurring subsequent to the date hereof that would render any representation or warranty of Allante contained in this Agreement, if made on or as of the date of such event or the Closing Date, to be untrue or inaccurate in any material respect.

(d) Satisfaction of Conditions. Allante shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all of the conditions precedent to its obligations to the extent the same is within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Agreement, including using its commercially reasonable efforts to:

(i) obtain all other consents, approvals and authorizations as are required to be obtained by Allante under any applicable Laws or from any Governmental Entity or under the rules or policies of the TSXV that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect on Allante;

(ii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities required to be effected by it in connection with the transactions contemplated by this Agreement and participate, and appear in any proceedings of, any Party hereto before any Governmental Entity;

(iii) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Agreement, the transactions contemplated hereby or seeking to enjoin or delay, or otherwise adversely affecting the ability of the Parties to consummate, the transactions contemplated hereby, subject to the Allante Board determining in good faith after receiving advice from outside legal counsel (which may include written opinions or advice) that taking such action would be inconsistent with the fiduciary duties of such directors under applicable Laws, and provided that, immediately upon receipt of such advice, Allante advises Wealth in writing that it has received such advice and provides written details thereof to Wealth;

(iv) fulfill all conditions and satisfy all provisions of this Agreement and the transactions contemplated hereby, including the Share Exchange, required to be fulfilled or satisfied by Allante; and

(v) co–operate with Wealth in connection with the performance by Wealth of its obligations hereunder, provided however that the foregoing shall not be construed to obligate Allante to pay or cause to be paid any monies to cause such performance to occur, other than as contemplated in this Agreement.

(e) Keep Fully Informed. Subject to applicable Laws, Allante shall use its commercially reasonable efforts to conduct itself so as to keep Wealth fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business.

(f) Co–operation. Allante shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws.

(g) Representations. Allante shall use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of Allante contained herein shall be true and correct on and as of the Closing Date as if made on and as of such date.

(h) Closing Documents. Allante shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, opinions, resolutions and other closing documents as may be required by Wealth, all in form satisfactory to Wealth, acting reasonably.

(i) Shares. Allante shall issue, at the Closing Time, Allante Replacement Shares in accordance with the terms hereof to those Vendors who are entitled to receive Allante Replacement Shares pursuant to the Share Exchange.

(j) Listing of Shares. Until the earlier of:

(i) the Closing Time; and

(ii) the termination of this Agreement in accordance with Section 6.2,

Allante shall use its commercially reasonable efforts to ensure that the Allante Common Shares, are continuously listed and posted for trading on the NEX board of the TSXV (it being expressly acknowledged that the trading of the Allante Common Shares has been halted upon the announcement of the proposed transaction with Wealth) and that the Allante Replacement Shares shall be listed and posted for trading on the TSXV upon issuance.

(k) Name Change. Prior to completion of the Share Exchange, Allante shall change its name to "Wealth Copper Ltd." and its trading symbol to "WCR" or such other name and symbol as is approved by Wealth and is acceptable to the TSXV.

(l) Allante Board. Effective at the Closing, the Allante Board and management shall be restructured, through resignations and appointments, such that the Allante Board shall consist of four (4) directors consisting of three (3) nominees of Wealth Minerals and one (1) nominee of ERC, and the directors and officers of Allante shall include the following individuals:

Name	Title
Hendrik van Alphen	Chief Executive Officer and Director
Patrick Burns	President
David Cross	Chief Financial Officer
Marla Ritchie	Corporate Secretary
Matias Herrero	Director
Roberto Fréraut	Director

If any of the above proposed directors and officers of Allante are not acceptable to the TSXV, then the Allante Board shall appoint such other nominees of Wealth as may be acceptable to the TSXV.

4.4 Mutual Covenants

(a) Completion of Share Exchange. Each of the Parties covenants and agrees that it shall complete the Share Exchange on the Closing Date or such date as Wealth and Allante may mutually agree to and prior to the Outside Date. At or before the Closing Time, the Allante Board shall approve resolutions to:

(i) accept the resignations from the directors and officers of Allante that shall no longer be serving in such capacity effective at the Closing;

(ii) change the composition of the Allante Board such that it shall be comprised of the individuals listed in Section 4.3(l); and

(iii) appoint the officers listed in Section 4.3(l).

(b) Confidential Information. Each of the Parties agrees that any information as to the other Party's financial condition, business, properties, title, assets and affairs (including any Material Contracts) received from the other Party as part of its due diligence investigations in connection with the transactions contemplated in this Agreement, including information which, at the time of receipt had not become generally available to the public, was not available to a Party or its representatives on a non–confidential basis before the date of the execution of this Agreement or does not become available to a Party or its representatives on a non–confidential basis from a person who is not, to the knowledge of the Party or its representatives, otherwise bound by confidentiality obligations to the provider of such information or otherwise prohibited from transmitting the information to the Party or its representatives (in this Section 4.4(b) "**confidential information**") shall be kept confidential by such Party for a period of two (2) years from the date hereof. Prior to releasing any confidential information, Allante or Wealth, as applicable, may require the recipient of the confidential information to enter into a mutually acceptable confidentiality agreement. No confidential information may be released to third parties without the consent of the provider thereof, except that the Parties agree that they shall not unreasonably withhold such consent to the extent that such confidential information is compelled to be released by legal process or must be released to Governmental Entities or included in public documents. The provisions of this Section 4.4(b) shall survive the termination of this Agreement for a period of two (2) years.

(c) Public Statements. Until the Closing occurs or the termination of this Agreement in accordance with Section 6.2, Allante and Wealth shall consult with each other in issuing any press release or otherwise making any public statement with respect to this Agreement and the transactions contemplated hereby, including the Share Exchange, and in making any filing with any Governmental Entity or Securities Authority with respect thereto. Each of Allante and Wealth shall use its commercially reasonable efforts to enable the other to review and comment on all such press releases and filings prior to the release or filing, respectively, thereof; provided that the obligations herein shall not prevent a Party from making, after consultation with the other Party, such disclosure as is required by Applicable Canadian Securities Laws or the rules and policies of any applicable stock exchange. In addition, until the Closing occurs, Allante shall obtain prior approval from Wealth before issuing any press release or public statement referring to Wealth or using the names of any of its officers, directors, employees, consultants or shareholders.

(d) Filings. Each of the Parties shall cooperate to prepare and file with the TSXV for its review and approval, as soon as possible following the entering into of this Agreement, a filing statement (the "**Filing Statement**") prepared in accordance with the TSXV's Form 3B2 – *Information Required in a Filing Statement for a Qualifying Transaction* and each of Allante and Wealth shall provide in connection with the preparation for the Filings Statement, on a timely basis, all relevant information concerning its business assets and operations (including applicable financial statements). Each of Allante and Wealth shall cause a certificate to be attached to the Filing Statement to be executed in the form provided for in the form.

(e) Exclusive Dealing. Each of the Parties covenants and agrees that, from the date of this Agreement until the termination of this Agreement in accordance with Section 6.2 (in this Section 4.4(e), the "**Standstill Period**"), it shall not, without prior written consent of the other Parties, directly or indirectly:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiries, offers or proposals, whether publicly or otherwise, regarding an Alternative Transaction (as defined below);

(ii) participate in any discussions or negotiations regarding, or provide information concerning it or otherwise cooperate in any way with an Alternative Transaction; or

(iii) pursue any other significant corporate acquisition or disposition, merger or sale of assets, issuance of securities or make any other material change to either Party's business or affairs including, without limitation, making any distribution to its equity or debt holders, if any.

Notwithstanding the foregoing, nothing herein shall restrict the Parties from taking such actions as may be required in order to discharge their obligations pursuant to applicable corporate laws.

For the purposes of this Section 4.4(e), "**Alternative Transaction**" means any bona fide inquiry, offer, proposal or inquiry made with respect to a Party (in this Section 4.4(e), the "**Applicable Party**") or any shareholder of the Applicable Party (in this Section 4.4(e), the "**Applicable Shareholders**") by any person from any person or persons "acting jointly or in concert" (within the meaning of National Instrument 62–104 *Take–Over Bids and Issuer Bids*) other than from the other Party hereto (in this Section 4.4(e), the "**Non–Applicable Party**") or any affiliate of the Non–Applicable Party, whether or not in writing, which contemplates, relates to, constitutes, or may reasonably be expected to lead to (in either case whether in one transaction or a series of transactions): (i) an acquisition from the Applicable Party or the Applicable Shareholders of any of the securities of the Applicable Party (other than on exercise of currently held options or warrants) that, when taken together with the securities of the Applicable Party held by the proposed acquiror, and any person or persons acting jointly or in concert with the proposed acquiror, would constitute 10% or more of the voting securities of the Applicable Party or any of its subsidiaries; (ii) any acquisition of a substantial amount of assets of the Applicable Party or any of its subsidiaries; (iii) an amalgamation, arrangement, merger, combination, consolidation or similar transaction involving the Applicable Party or any of its subsidiaries; (iv) any take–over bid, issuer bid, exchange offer, recapitalization, liquidation, dissolution, reorganization or similar transaction involving the Applicable Party or any of its subsidiaries; or (v) any other transaction, the consummation of which would or could reasonably be expected to impede, interfere with, prevent or delay the Share Exchange; provided that an "Alternative Transaction" shall not include in respect of Wealth, offers, proposals or inquiries regarding the acquisition of mineral assets by Wealth in the ordinary course of business during the Standstill Period.

ARTICLE 5
CLOSING CONDITIONS

5.1 Mutual Conditions in Favour of Allante and Wealth

The respective obligations of Wealth and Allante to complete the transactions contemplated herein shall be subject to the fulfillment of the following conditions at or before the Closing Time or such other time as is specified below:

(a) each of the Wealth Board and the Allante Board shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by Wealth and Allante to permit the consummation of the Share Exchange and all other matters contemplated in this Agreement;

(b) the TSXV shall have accepted notice for filing of and approved all transactions of Allante contemplated herein including approving this Agreement, the Share Exchange and the Filing Statement, on terms and conditions acceptable to each of Wealth and Allante, acting reasonably;

(c) the TSXV shall have conditionally approved the listing thereon of the Allante Replacement Shares, subject only to compliance with the usual requirements of the TSXV;

(d) following the Closing, Allante shall satisfy the minimum listing requirements of the TSXV for a Tier 2 mining issuer and the TSXV shall have conditionally approved the listing on the TSXV of the Allante Common Shares, including the Allante Replacement Shares to be issued pursuant to the Share Exchange, on terms and conditions acceptable to each of Wealth and Allante, acting reasonably;

(e) the Allante Replacement Shares to be issued to U.S. Persons pursuant to the Share Exchange shall be exempt from registration requirements under the 1933 Act pursuant to Rule 506 of Regulation D; and

(f) the distribution of the Allante Replacement Shares pursuant to the Share Exchange shall be exempt from prospectus and registration requirements under Applicable Canadian Securities Laws and, except with respect to persons deemed to be "control persons" of Allante under Applicable Canadian Securities Laws, such Allante Replacement Shares shall be freely trading shares, subject to escrow provisions and/or resale restrictions under the rules of the TSXV and except for the Allante Replacement Shares issued to Vendors resident in or subject to the laws of the United States as contemplated in Section 2.8 or, if applicable, an International Jurisdiction.

The foregoing conditions are for the mutual benefit of the Allante and Wealth and may be waived by mutual consent of Allante and Wealth in writing at any time. No such waiver shall be of any effect unless it is in writing signed by Allante and Wealth. If any of such conditions shall not be complied with or waived as aforesaid on or before the Outside Date or, if earlier, the date required for the performance thereof, then, subject to Section 5.4, either of Allante or Wealth may, acting reasonably, terminate this Agreement by written notice to the other Party in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by such terminating Party.

5.2 Wealth Conditions

The obligation of Wealth to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Closing Time or such other time as is specified below:

(a) the Allante Board shall have procured duly executed resignations and releases in favour of Allante effective at the Closing Time from each director and officer of Allante who shall no longer be serving in such capacity or capacities following completion of the Share Exchange, which resignations and releases shall be in a form acceptable to Wealth, acting reasonably;

(b) the representations and warranties made by Allante in this Agreement that are qualified by the expression "Material Adverse Change" or "Material Adverse Effect" shall be true and correct as of the Closing Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and all other representations and warranties made by Allante in this Agreement shall be true and correct in all material respects as of the Closing Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), in either case, except where any failures or breaches of representations and warranties would not either individually or in the aggregate, in the reasonable judgment of Wealth, have a Material Adverse Effect on Allante, and Allante shall have provided to Wealth a certificate of an officer thereof certifying such accuracy or lack of Material Adverse Effect on the Closing Date. No representation or warranty made by Allante hereunder shall be deemed not to be true and correct if the facts or circumstances which make such representation or warranty untrue or incorrect are disclosed or referred to, or provided for, or stated to be exceptions under this Agreement;

(c) Allante shall be a corporation in good standing pursuant to the BCBCA, which shall be confirmed by a Certificate of Good Standing issued by the British Columbia Registrar of Companies as of the Closing Date and delivered to Wealth;

(d) from the date of this Agreement to the Closing Date, there shall not have occurred a Material Adverse Change in respect of Allante;

(e) Allante shall have complied in all material respects with its covenants herein and Allante shall have provided to Wealth a certificate of an officer thereof, certifying that, as of the Closing Date, Allante has so complied with its covenants herein;

(f) the Allante Board shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by Allante to permit the consummation of the Share Exchange and the transactions to be completed by Allante pursuant to the terms of this Agreement;

(g) Allante shall have completed the name change and changed its trading symbol as contemplated by Section 4.3(k); and

(h) Allante shall have executed and delivered to Wealth all documents as Wealth may reasonably request for the purposes of effecting the transactions contemplated by this Agreement, including the Share Exchange, in a form satisfactory to Wealth, acting reasonably.

The foregoing conditions are for the benefit of Wealth and may be waived, in whole or in part, by Wealth in writing at any time. No such waiver shall be of any effect unless it is in writing signed by Wealth. If any of such conditions shall not be complied with or waived by Wealth on or before the Closing Date or, if earlier, the date required for the performance thereof, then, subject to Section 5.4, Wealth may terminate this Agreement by written notice to the other Parties in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Wealth.

5.3 Allante Conditions

The obligation of Allante to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Closing Time or such other time as is specified below:

(a) the representations and warranties made by Wealth in this Agreement that are qualified by the expression "Material Adverse Change" or "Material Adverse Effect" shall be true and correct as of the Closing Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and all other representations and warranties made by Wealth in this Agreement that are not so qualified shall be true and correct in all material respects as of the Closing Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), in either case, except where any failures or breaches of representations and warranties would not either, individually or in the aggregate, in the reasonable judgment of Allante, have a Material Adverse Effect on Wealth, and Wealth shall have provided to Allante a certificate of an officer thereof certifying such accuracy or lack of Material Adverse Effect on the Closing Date. No representation or warranty made by Wealth hereunder shall be deemed not to be true and correct if the facts or circumstances that make such representation or warranty untrue or incorrect are disclosed or referred to, or provided for, or stated to be exceptions under this Agreement;

(b) Wealth shall be a corporation in good standing pursuant to the BCBCA, which shall be confirmed by a Certificate of Good Standing issued by the British Columbia Registrar of Companies as of the Closing Date and delivered to Allante;

(c) from the date of this Agreement to the Closing Date, there shall not have occurred a Material Adverse Change in respect of Wealth;

(d) Wealth shall have filed with the TSXV a Form 2A – *Personal Information/Consent Form* or Form 2C1 – *Declaration*, as applicable, duly completed by each of the proposed directors and officers of Allante identified in Section 4.3(l), prior to the Closing Date;

(e) Wealth shall have complied in all material respects with its covenants herein and Wealth shall have provided to Allante a certificate of an officer thereof certifying that, as of the Closing Date, Wealth has so complied with its covenants herein;

(f) the Wealth Board shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by Wealth to permit the consummation of the Share Exchange and the transactions to be completed by Wealth pursuant to the terms of this Agreement; and

(g) Wealth shall have executed and delivered to Allante all documents as Allante may reasonably request for the purposes of effecting the transactions contemplated by this Agreement, including the Share Exchange, in a form satisfactory to Allante, acting reasonably.

The foregoing conditions are for the benefit of Allante and may be waived, in whole or in part, by Allante in writing at any time. No such waiver shall be of any effect unless it is in writing signed by Allante. If any of such conditions shall not be complied with or waived by Allante on or before the Closing Date or, if earlier, the date required for the performance thereof, then, subject to Section 5.4, Allante may terminate this Agreement by written notice to the other Parties in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Allante.

5.4 Notice and Cure Provisions

Each of Wealth and Allante (in this Section 5.4, the "**Breaching Party**") shall give prompt notice (in this Section 5.4, the "**Notice of Breach**") to the other Party (in this Section 5.4, the "**Non–Breaching Party**") of the occurrence, or failure to occur, at any time from the date hereof until the Closing Date, of any event or state of facts which occurrence or failure would, would be likely to, or could:

(a) cause any of the representations or warranties of the Breaching Party contained herein to be untrue or inaccurate in any respect on the date hereof or on the Closing Date;

(b) result in the failure to comply with or satisfy any covenant or agreement to be complied with or satisfied by the Breaching Party on or before the Closing Date; or

(c) result in the failure to satisfy any of the conditions precedent in favour of the Non–Breaching Party contained in Section 5.1, 5.2 or 5.3, as the case may be.

As herein provided, upon receipt of Notice of Breach, the Non–Breaching Party may:

(a) elect not to complete the transactions contemplated hereby, including the Share Exchange, by virtue of any of the conditions for its benefit contained in Section 5.1, 5.2 or 5.3, such condition not being satisfied or waived; or

(b) exercise any termination right arising from such election; provided, however, that:

  (i) promptly and in any event prior to the Closing Date, the Non–Breaching Party shall have delivered a written notice to the Breaching Party (in this Section 5.4, the "**Notice of Proposed Termination**") specifying in reasonable detail the breaches of covenants or untruthfulness or inaccuracy of representations and warranties or other matters that the Non–Breaching Party delivering such notice is asserting as the basis for the exercise of the termination right, as the case may be; and

  (ii) if any such Notice of Proposed Termination is delivered, and the Breaching Party proceeds diligently, at its own expense, to cure such matter, if such matter is reasonably capable of being cured, the Non–Breaching may not terminate this Agreement until the lesser of 10 days from the date of delivery of the Notice of Proposed Termination and the number of days remaining before the earlier of the Closing Date and the Outside Date.

5.5 Merger of Conditions

If no Notice of Proposed Termination shall have been sent by the Non–Breaching Party pursuant to Section 5.4(b)(i) prior to the Closing Date, the conditions set out in Section 5.1, 5.2 or 5.3 shall be conclusively deemed to have been satisfied, fulfilled or waived as of the Closing Time.

ARTICLE 6
AMENDMENT AND TERMINATION

6.1 Amendment

This Agreement may, at any time, be amended by mutual written agreement of Allante and Wealth without, subject to applicable Laws, further notice to or authorization on the part of the Vendors and any such amendment may, without limitation:

(a) change the time for the performance of any of the obligations or acts of any of the Parties;

(b) waive any inaccuracies in or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify the performance of any of the obligations of any of the Parties; and

(d) waive compliance with or modify any condition herein contained;

provided, however, that notwithstanding the foregoing, the share exchange rate set out in Section 2.1(b) shall not be amended without the approval of the affected Vendors.

6.2 Termination

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

(a) by mutual written agreement by Wealth and Allante;

(b) subject to Section 5.4:

(i) by Wealth, if any condition in Section 5.2 is not satisfied or waived in accordance with such section;

(ii) by Allante, if any condition in Section 5.3 is not satisfied or waived in accordance with such section; or

(iii) by Wealth or Allante if any of the conditions in Section 5.1 for the benefit of the terminating party is not satisfied or waived in accordance with Section 5.1;

(c) by Allante, if there is an intentional breach of the covenants of the Vendors or Wealth contained herein by the Vendors or Wealth or any of Wealth's directors, officers, employees, agents, consultants or other representatives, in each case, on or before the Closing Date;

(d) by Wealth, if there is an intentional breach of the covenants of Allante contained herein by Allante or any of its directors, officers, employees, agents, consultants or other representatives, in each case, on or before the Closing Date; or

(e) by any Party if the Share Exchange shall not have been completed by the Outside Date,

provided that any termination by Allante or Wealth in accordance with paragraphs (a) to (e) above shall be made by such Party delivering written notice thereof to the other Party prior the Closing Date and specifying therein in reasonable detail the matter or matters giving rise to such termination right.

6.3 Effect of Termination

In the event of the termination of this Agreement as provided in Section 6.2:

(a) this Agreement shall be of no further force and effect, except for the obligations set forth in Article 7 and Sections 4.4(b), 8.3 and 8.9, which shall survive any termination of this Agreement and continue in full force and effect; provided that no termination of this Agreement for any reason whatsoever shall relieve any Party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations; and

(b) the parties shall return all materials and copies of all materials delivered to Allante or Wealth, as the case may be, or their agents.

ARTICLE 7
DISPUTE RESOLUTION

7.1 Arbitration

Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its existence, validity, breach or termination shall be submitted for determination by arbitration through the British Columbia International Commercial Arbitration Centre, under its *Revised Domestic Commercial Arbitration Rules of Procedure* (in this Article 7, the "**BCICAC Rules**"), in accordance with the following:

(a) Either of Allante or Wealth may refer a matter in dispute hereunder for resolution pursuant to this Article 7. For a period of 30 days after such referral, the Chief Executive Officer or President, as the case may be, of Allante and Wealth (on its own behalf or as the Vendors' Representative) shall attempt to resolve the matter, failing which either of Allante or Wealth may refer any such matter to arbitration by written notice to the other Party. Within 10 days after receipt of such notice, Allante and Wealth shall use their best efforts to agree on the appointment of a single arbitrator. No person shall be appointed as an arbitrator hereunder unless such person has at least 10 years' experience in the matter or matters that are the subject of the dispute and agrees in writing to act.

(b) If Allante and Wealth cannot agree on a single arbitrator as provided in Section 7.1(a), or if the person appointed is unwilling or unable to act, either Allante or Wealth may submit the matter to arbitration before a single arbitrator in accordance with the BCICAC Rules. The number of arbitrators shall be one (1). The place of arbitration shall be Vancouver, British Columbia and the language to be used in the arbitral proceedings shall be English. The arbitrator shall fix a time and place for the purpose of hearing the evidence and representations of the Parties and he shall preside over the arbitration and determine all questions of procedure not provided for under the BCICAC Rules or this Article 7. After hearing any evidence and representations that the Parties may submit, the arbitrator shall make an award and reduce the same to writing and deliver one (1) copy thereof to each of the Parties. The decision of the arbitrator shall be made within 30 days after his appointment, subject to any reasonable delay due to unforeseen circumstances. The decision of the arbitrator may be entered into any court.

(c) The expense of the arbitration, including travel costs and attorney's fees and costs of the prevailing Party, shall be paid as specified in the award.

(d) The award of the single arbitrator shall be final and binding upon all of the Parties.

(e) Notwithstanding any other provision hereof, during the conduct of dispute resolution procedures pursuant to this Article 7, the Parties shall continue to perform their respective obligations under this Agreement.

ARTICLE 8
GENERAL

8.1 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party hereto shall be in writing and shall be delivered by hand to the Party hereto to which the notice is to be given at the following address or sent by facsimile to the following numbers or to such other address or facsimile number as shall be specified by a Party hereto by like notice. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day or, if not, then the next succeeding Business Day) and if sent by facsimile be deemed to have been given and received at the time of receipt (if a Business Day or, if not, then the next succeeding Business Day) unless actually received after 5:00 p.m. (local time) at the point of delivery in which case it shall be deemed to have been given and received on the next Business Day. The address for service of each of the Parties shall be as follows:

(a) <u>if to Allante</u>:

Allante Resources Ltd.
595 Howe Street, Suite 303
Vancouver, BC V6C 2T5

Attention: Joe DeVries
Email: **[Redacted – confidentiality reasons]**

(b) <u>if to Wealth and the Vendors</u>:

Wealth Copper Ltd.
1177 West Hastings Street, Suite 2300
Vancouver, BC V6E 2K3

Attention: Patrick Burns
Email: **[Redacted – confidentiality reasons]**

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

Lotz & Company
The Grosvenor Building
1040 West Georgia Street, Suite 1170
Vancouver, BC V6C 4H1

Attention: Jonathan Lotz
Email: **[Redacted – confidentiality reasons]**

8.2 Remedies

The Parties acknowledge and agree that an award of money damages may be inadequate for any breach of this Agreement by any Party or its representatives and advisors and that such breach may cause the non–breaching Party irreparable harm. Accordingly, the Parties agree that, in the event of any such breach or threatened breach of this Agreement by one of the Parties, Wealth or the Vendors (if Allante is the breaching party) or Allante (if Wealth is the breaching party) shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance. Subject to any other provision hereof, such remedies shall not be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available hereunder or at law or in equity to each of the Parties.

8.3 Expenses

Subject to Article 7, the Parties agree that each Party shall pay for its costs incurred in connection with this Agreement and the transactions contemplated hereby. Legal, accounting and financial advisor fees and all disbursements by advisors, shall be paid by the Party incurring such expense and that nothing in this Agreement shall be construed so as to prevent the payment of such expenses, whether or not the Share Exchange is completed. The provisions of this Section 8.3 shall survive the termination of this Agreement.

8.4 Time of the Essence

Time shall be of the essence in this Agreement.

8.5 Entire Agreement

This Agreement, together with the agreements and other documents herein or therein referred to, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof, including a letter agreement dated June 7, 2019 between Wealth and Allante. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained herein.

8.6 Further Assurances

Each Party shall, from time to time, and at all times hereafter, at the request of the other of them, but without further consideration, do, or cause to be done, all such other acts and execute and deliver, or cause to be executed and delivered, all such further agreements, transfers, assurances, instruments documents or information as shall be reasonably required in order to fully perform and carry out the terms and intent hereof including, without limitation, the Share Exchange and the preparation of the Filing Statement.

8.7 Governing Law

This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of British Columbia.

8.8 Waiver

No waiver or release by any Party hereto shall be effective unless in writing and executed by the Party granting such waiver or release and any waiver or release shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence. Waivers may only be granted upon compliance with the provisions governing amendments set forth in Section 6.1.

8.9 No Personal Liability

(a) No director or officer of Wealth shall have any personal liability whatsoever (other than in the case of fraud, negligence or wilful misconduct) to Allante or the Vendors under this Agreement or any other document delivered in connection with this Agreement or the Share Exchange by or on behalf of Wealth.

(b) No director or officer of Allante shall have any personal liability whatsoever (other than in the case of fraud, negligence or wilful misconduct) to Wealth or the Vendors under this Agreement or any other document delivered in connection with this Agreement or the Share Exchange by or on behalf of Allante.

(c) If a corporation, no director or officer of a Vendor shall have any personal liability whatsoever (other than in the case of fraud, negligence or wilful misconduct) to Allante or Wealth under this Agreement or any other document delivered in connection with this Agreement or the Share Exchange by or on behalf such Vendor.

8.10 Enurement and Assignment

This Agreement shall enure to the benefit of the Parties and their respective successors, heirs, executors, administrators and permitted assigns, as applicable, and shall be binding upon the Parties and their respective successors and executors, as applicable. This Agreement may not be assigned by any Party without the prior written consent of Allante and Wealth.

8.11 Independent Legal Advice

Each Party acknowledges and agrees that Lotz & Company is acting as counsel for Wealth with respect to the matters contemplated in this Agreement and not to any other Party, and that Lotz & Company has not been engaged to protect the rights and interest of Allante or any Vendor. Allante and each Vendor acknowledges and agrees that Wealth and Lotz & Company have given them adequate opportunity to seek, and have recommended that they seek and obtain, independent legal advice with respect to the subject matter of this Agreement and for the purpose of ensuring their rights and interests are protected. Allante and each Vendor represent and warrant to Wealth and Lotz & Company that they have sought independent legal advice or consciously chosen not to do so with full knowledge of the risks associated with not obtaining such independent legal advice.

8.12 Execution in Counterparts

This Agreement may be executed in several counterparts and evidenced by a facsimile copy of an original execution page bearing the signature of each Party, each of which when so executed shall be deemed to be an original, and such counterparts or facsimile copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date first above written.

[Remainder of page intentional left blank; signature page follows.]

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

Allante Resources Ltd.:

ALLANTE RESOURCES LTD.

Per:
"*Richard Barnett*"
Name: Richard Barnett
Title: CFO

Wealth Copper Ltd.:

WEALTH COPPER LTD.

Per:
"*Patrick Burns*"
Name: Patrick Burns
Title: President

Shareholders:

[Redacted - confidentiality reasons]

SCHEDULE "A"

VENDORS

[Redacted - confidentiality reasons]

SCHEDULE "B"

WEALTH FINANCIAL STATEMENTS

[Redacted – commercially sensitive information]

SCHEDULE "C"

FORM OF ACCESSION DEED

Reference is made to the Share Exchange Agreement made as of February 28, 2020 among Allante Resources Ltd. ("**Allante**"), Wealth Copper Ltd. ("**Wealth**") and the shareholders of Wealth party thereto, as may be amended from time to time (the "**Share Exchange Agreement**").

This Accession Deed is being executed and delivered pursuant to the Share Exchange Agreement. Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Share Exchange Agreement.

The undersigned, a holder of Wealth Common Shares, hereby agrees to be bound by and subject to the terms and conditions of, and to become a party to, the Share Exchange Agreement, as if the undersigned had been a party to the Share Exchange Agreement as of the date thereof and such terms and conditions shall enure to the benefit of and be binding upon the undersigned, its successors and its permitted assigns. For greater certainty, the undersigned irrevocably appoints the Vendors' Representative as its true and lawful attorney in fact, with full power and authority in its name on the undersigned's behalf on the basis set out in Section 2.9 of the Share Exchange Agreement.

The undersigned hereby acknowledges (i) receipt of a complete copy of the Share Exchange Agreement; and (ii) that the undersigned has read and understands the provisions of the Share Exchange Agreement.

The undersigned acknowledges and confirms that, prior to executing this Accession Deed, Wealth requested the undersigned to obtain independent legal advice with respect to the undersigned's rights and obligations under the Share Exchange Agreement. The undersigned confirms and agrees that (i) the undersigned has executed this Accession Deed on the undersigned's own volition and without any duress whatsoever from Wealth, Allante, the other Vendors or any other person; and (ii) if the undersigned did not obtain legal advice prior to executing this Accession Deed, the undersigned shall not in any proceeding relating to the enforcement of rights or obligations under the Share Exchange Agreement raise that fact as a defence or otherwise.

IN WITNESS WHEREOF, the undersigned has executed this Accession Deed as of the _____ day of __________, 2020.

If a Corporation, Partnership or other Entity:	If an Individual:
______________________________ Name of Entity	______________________________ Signature
______________________________ Type of Entity	______________________________ Name of Individual
______________________________ Signature of Person Signing	
______________________________ Name and Title of Person Signing	