EACH OF THE SHAREHOLDERS SET FORTH IN SCHEDULE "A" HERETO

- and -

RACKLA METALS INC.

- and -

GOLDEN MINING LTD.

SHARE PURCHASE AGREEMENT

May 5th, 2021

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 5th day of May, 2021.

AMONG:

Each of the shareholders set forth in Schedule "A" hereto (each a "**Vendor**" and collectively, the "**Vendors**")

- and -

RACKLA METALS INC., a corporation incorporated under the laws of British Columbia (the "**Purchaser**")

- and -

GOLDEN MINING LTD., a company existing under the laws of the Republic of Seychelles (the "**Company**")

PREAMBLE:

1. The Vendors own the Purchased Shares (as hereinafter defined below).

2. The Vendors have agreed to sell and transfer the Purchased Shares and the Purchaser has agreed to purchase the Purchased Shares on the Closing Date upon the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties (as hereinafter defined below), the Parties agree as set forth below:

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

In this Agreement, the following words and phrases will have the meanings set out below unless the context requires otherwise:

"**Affiliate**" means, in relation to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or under common control with the first mentioned Person, and for the purposes of this definition and references in this Agreement to "**Affiliate**".

"**Agreement**" means this share purchase agreement together with the Schedules attached to this agreement, and any extension, renewal or amendment hereof agreed to in writing by the Parties.

"**Applicable Law**" means, with respect to any Person, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law in any jurisdiction (collectively, the "**Law**") relating or applicable to such Person, property, transaction, event or other matter. Applicable Law also includes, where appropriate, any interpretation of the Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

"**Applicable Tax Legislation**" means any legislation pursuant to which Taxes are imposed by any Governmental Authority.

"**Assets**" means all of the assets held by Leda Mining Congo SA.

"**Associate**" has the meaning ascribed thereto in the BCBCA.

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

"**Business**" means the exploration and development of mining projects by Leda Mining Congo SA in the Democratic Republic of Congo pursuant to permits PE 13177, PE 13178 and PE 13179.

"**Business Day**" means any day other than a day which is a Saturday, a Sunday or a statutory holiday in the Province of British Columbia or the City of Victoria, Seychelles.

"**Casa Mining Shares**" means a 99.43% shareholding interest in Casa Mining Limited to be acquired by the Purchaser pursuant to the Golden Share Purchase Agreement.

"**Claim**" has the meaning ascribed thereto in Section 7.1.

"**Closing**" means the completion of the purchase and sale of the Purchased Shares as herein provided.

"**Closing Date**" means **t**he date of Closing, which shall be the date agreed to in writing by the Vendors, the Company and the Purchaser following satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of the conditions set out in Article 5 (excluding conditions that by their terms cannot be satisfied until the Closing Date, but subject to the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Closing Date).

"**Closing Time**" means 5:00 a.m., Vancouver time on the Closing Date, or such other time as the Parties may agree in writing.

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

"**Company**" means Golden Mining Ltd.

"**Company Intellectual Property**" has the meaning ascribed thereto in Section 3.1(gg).

"**Consents and Approvals**" means all consents and approvals listed in Schedule 1.1(a) required to be obtained in connection with the execution and delivery of this Agreement.

"**Consideration Shares**" means the Common Shares issued in consideration of the Purchase Price in accordance with Section 2.3.

"**Contracts**" means all rights and interests of the Company to and in all pending and/or executory contracts, agreements, leases and arrangements related to the Business or by which the Company or any of the Assets or Business is bound or affected.

"**control**" means the possession, directly or indirectly, by such Person or group of Persons acting in concert of the power to direct or cause the direction of the management and policies of the first mentioned Person, whether through the ownership of voting securities or otherwise.

"**Direct Claim**" has the meaning ascribed thereto in Section 7.3.

"**Effective Date**" means the Closing Date, or such other date as the Parties may agree in writing.

"**Encumbrance**" means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, exception, reservation, easement, right of occupation, any matter capable of registration against title, option, right of pre-emption, privilege or any agreement, indenture, contract, lease, deed of trust, licence, option, instrument or other commitment, whether written or oral, to create any of the foregoing.

"**Environmental Laws**" means

(a) statutes, codes, ordinances, decrees, rules, regulations, by-laws of any Governmental Authority, and principles of common and civil law and equity of any court, having jurisdiction in respect of the Business, the Assets or any Vendor;

(b) judgments, orders, decisions, ruling or awards, of any court or any administrative board or tribunal;

(c) ministerial or departmental orders, decisions, policies or guidelines pertaining to groundwater and solid decontamination and ministerial or departmental orders, decisions, policies or guidelines of which, any Vendor or the Company have received notice; and

(d) treaties;

or any provisions of the foregoing, which are binding on or which apply to the Company or any Vendor in respect of the Assets or the Business and relating to the environment, health and safety matters or conditions, Hazardous Substances (as hereinafter defined), pollution or protection of the environment, including, without limitation, on-site or off-site contamination, occupational health and safety and regulation of chemical substances or products, Releases (as hereinafter defined) of pollutants, contaminants, chemicals, or industrial toxic, radioactive or Hazardous Substances into the environment or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, transport or handling of Hazardous Substances.

"**Equity Financing**" means the equity financing of the Purchaser for not less than $5,000,000 contemplated in the Golden Share Purchase Agreement.

"**Financial Assistance**" means, with respect to any Person and without duplication, any loan, guarantee, indemnity, assurance, acceptance, extension of credit, loan purchase, share purchase, equity or capital contribution, investment or other form of direct or indirect financial assistance or support of any other Person (as hereinafter defined) or any obligation (contingent or otherwise) intended to enable or having the effect of enabling another Person to incur or pay any debt of any kind or to comply with agreements relating thereto or otherwise to assure or protect creditors of the other Person against loss in respect of debt of any kind of the other Person.

"**Golden Share Purchase Agreement**" means the share purchase agreement dated as of the date hereof between Golden Square Equity Partners Limited, Casa Mining Ltd. and the Company.

"**Governmental Authority**" means any government, government regulatory authority, government department, government agency, government commission, government bureau, government official, government minister, Crown corporation, court, government board or other governmental law, rule or regulation-making entity:

(a) having or purporting to have jurisdiction on behalf of any nation, province, state or other geographic or political subdivision thereof; or

(b) exercising or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

"**GST Legislation**" means the *Excise Tax Act* (Canada), as amended.

"**Hazardous Substance**" means any substance, waste, liquid, gaseous or solid matter, fuel, micro-organism, sound, vibration, ray, heat, odour, radiation, energy vector, plasma, organic or inorganic matter which is or is deemed to be, alone or in any combination, hazardous, hazardous waste, solid or liquid waste, toxic, a pollutant, a deleterious substance, a contaminant, a source of pollution or contamination, or a substance having an adverse effect under any Environmental Laws.

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board.

"**including**" and "**includes**" means "including, without limitation" and "includes, without limitation" respectively.

"**Indemnified Party**" means a Person whom the Vendors or the Purchaser, as the case may be, have agreed to indemnify under Article 7.

"**Indemnifying Party**" means, in relation to an Indemnified Party, the Party to this Agreement that has agreed to indemnify that Indemnified Party under Article 7.

"**Intellectual Property**" means all rights to and interests in:

(a) all marks, logos, slogans, trade-marks, domain names (whether used with wares or services and including the goodwill attaching to such trade-marks) and all registrations and applications for trade-marks (and all future income from such trade-marks);

(b) all inventions, patents, patent rights, patent applications (including all reissues, divisions, continuations, continuations-in-part and extensions of any patent or patent application), industrial designs and applications for registration of industrial designs;

(c) all copyrights, registrations and applications for copyrights (and all future income from such copyrights);

(d) all licences of the intellectual property listed in items (a) to (c) above;

(e) all future income and proceeds from any of the intellectual property listed in items (a) to (c) above and the licences described in item (d) above;

(f) all documentation, packaging and media relating to the intellectual property described in items (a) to (e) above, including all computer disks, CD-ROMs and other storage media containing any such intellectual property and all boxes, wrapping and other packaging material;

(g) all rights to damages, royalties and profits by reason of the past, present or future infringement or other misuse of any of the intellectual property listed in items (a) to (f) above.

"**Leda Mining Shares**" means a 73.08% shareholding interest in Leda Mining Congo SA held by Casa Mining Limited.

"**Liabilities**" means all costs, expenses, charges, debts, liabilities, indebtedness, claims, demands and obligations of any kind whatsoever, whether primary or secondary, direct or indirect, fixed, accrued, contingent, absolute or otherwise, whether under or in respect of any contract, agreement, arrangement, lease, commitment or undertaking, Applicable Law and Taxes or otherwise.

"**Material Adverse Change**" means a change in the Business, Assets, operations, finances or capital of the Company which has had or could be expected to have an adverse effect on the value of the Purchased Shares.

"**Misrepresentation**" means:

(a) an untrue statement of a material fact; or

(b) an omission to state a material fact that is (i) required to be stated, or (ii) necessary to prevent a statement that is made from being false or misleading in the circumstances in which it was made.

"**Ordinary Shares**" means the ordinary shares in the capital of the Company, as constituted from time to time.

"**Options**" means stock options exercisable for Ordinary Shares.

"**Outside Date**" means the date that is one hundred fifty (150) days from the date hereof.

"**Parties**" means the parties to this Agreement, and "**Party**" means any one of them.

"**Permitted Encumbrances**" has the meaning ascribed thereto in Golden Share Purchase Agreement.

"**Person**" includes any individual, corporation, body corporate, partnership, joint venture, association, unincorporated organization, trust, union, Governmental Authority, and other entity and the heirs, executors, administrators or other legal representatives of an individual.

"**Prime Rate**" means from time to time the prime rate of interest of Canadian Imperial Bank of Commerce main branch, Vancouver, British Columbia.

"**Purchase Price**" has the meaning ascribed thereto in Section 2.2.

"**Purchased Shares**" means 1000 Ordinary Shares.

"**Purchaser**" means Rackla Metals Inc.

"**Purchaser Filings**" means all documents publicly filed on SEDAR by or on behalf of the Purchaser on or after December 31, 2019.

"**Records**" means:

(a) all written, machine readable or electronically stored information and data of or relating to the Company or the Business including, without limiting the generality of the foregoing, all books, records, agreements, reports, plans, drawings, papers, accounting and other documents which relate to:

(i) the creation, acquisition, or ownership by any Vendor of the Purchased Shares;

(ii) the acquisition, construction, ownership or operation of the Assets by Leda Mining Congo SA;

(iii) the conduct of the Business;

(iv) all customer lists relating to the Business; and

(v) title to the Assets, and

(b) all minute books, accounting books and records, tax returns and other books, records, agreements, papers, returns, assessments, reassessments and documents, whether written, machine readable or electronically stored, which relate to any or all of the existence and activities of the Company or the Business and any activities of any Vendor in relation thereto.

"**Release**" includes, without limitation, releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, depositing, injecting, escaping, leaching, disposing or dumping.

"**Tax Act**" means the *Income Tax Act* (Canada).

"**Taxes**" means all taxes, however denominated or imposed, including any interest, penalties or other additions thereto that are imposed by a Governmental Authority, and shall for greater certainty include, but not be limited to, federal and provincial income and capital taxes, payroll and employee withholding taxes, other withholding taxes, surtaxes, employment insurance premiums, Canada pension plan contributions, goods and services tax, sales and use taxes, ad valorem taxes, excise taxes, franchise taxes, gross receipts taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers' compensation premiums, and all other amounts of the same or of a similar nature to any of the foregoing, whether or not such amounts are described as taxes.

"**Third Party**" has the meaning ascribed thereto in Section 7.5.

"**Third Party Claim**" has the meaning ascribed thereto in Section 7.3.

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

"**Vendors**" means collectively the shareholders set forth in Schedule "A" hereto.

"**Warrants**" means warrants exercisable for Ordinary Shares.

1.2 Expanded Meanings

Unless the context otherwise necessarily requires:

(a) words used herein importing the singular number only will include the plural and vice versa, and words importing the use of any gender will include all genders;

(b) the terms "in writing" or "written" include printing, typewriting, or any electronic means of communication by which words are capable of being visually reproduced at a distant point of reception, including by telecopier; and

(c) references herein to any agreement or instrument, including this Agreement, will be deemed to be references to the agreement or instrument as varied, amended, modified, supplemented or replaced from time to time, and any specific references herein to any legislation or enactment will be deemed to be references to such legislation or enactment as the same may be amended or replaced from time to time.

1.3 Currency

Unless otherwise expressly set forth, all dollar amounts in this Agreement are expressed in Canadian funds.

1.4 Sections and Headings

The division of this Agreement into Articles, Sections, Subsections, Schedules and other subdivisions and the insertion of headings is for convenience of reference only and will not affect or be utilized in the construction or interpretation hereof. Unless otherwise stated, all references herein to Articles, Sections, Subsections and Schedules are to those in or to this Agreement.

1.5 Accounting Terms and Principles

Except as set forth in this Agreement, all accounting terms and principles applicable to this Agreement will be interpreted and applied in accordance with IFRS. The basis of accounting set out in this Agreement will be applied on a consistent basis and will not be changed for the purposes of this Agreement unless agreed to by each of the Parties in writing.

1.6 Business Day

Where any date specified in this Agreement falls on a day that is not a Business Day, such date will be deemed to be the next Business Day.

1.7 Schedules

The following Schedules are attached to and form part of this Agreement:

Schedule "A"	-	Vendors and Ownership of Ordinary Shares
Schedule "B"	-	Share Transfer Form
Schedule 1.1(a)	-	Consents and Approvals
Schedule 2.3	-	Payment of Purchase Price
Schedule 3.1(k)	-	Material Contracts
Schedule 3.1(ee)	-	Directors and Officers

In the event of a conflict between a provision of the body of this Agreement and a provision of a Schedule, the provision of the body of this Agreement will prevail.

1.8 Knowledge

Where in this Agreement, or in any certificate or document delivered in connection herewith or to effect any of the transactions contemplated hereby, any statement, representation or warranty is made as to, or as being based on, the awareness, knowledge, information or belief of a Party, such awareness, knowledge, information or belief, as applicable, is limited to the actual awareness, knowledge, information or belief of the Party who makes such statement, representation or warranty, and the awareness, knowledge, information or belief which the Party would have had if it had conducted a diligent inquiry into the subject matter, provided that in the case of a Party that is a body corporate, such knowledge, information, awareness and belief will be the actual knowledge, information, awareness and belief of the directors and officers of the body corporate and the knowledge, information, awareness and belief that such directors and officers would have had if they had conducted a diligent inquiry into the relevant subject matter.

ARTICLE 2
PURCHASE AND SALE

2.1 Purchase and Sale of Purchased Shares

Subject to the terms and conditions of this Agreement, each Vendor will, at the Closing Time and with effect at the Effective Date, sell and transfer to the Purchaser and the Purchaser will purchase and accept from each Vendor the Purchased Shares set forth opposite such Vendor in Schedule “A” hereto.

2.2 Purchase Price

The aggregate purchase price (the “**Purchase Price**”) that may be payable by the Purchaser to the Vendors for the Purchased Shares will be $4,400,000 based on a deemed price per Consideration Share of $0.40, which shall be paid as set forth in Section 2.3.

2.3 Payment of Purchase Price

The Purchase Price will be paid and satisfied by the issuance of and delivery to the Vendors by the Purchaser as follows:

(a) at Closing 8,000,000 Consideration Shares, to be allocated to each Vendor as set forth in Schedule 2.3; and

(b) upon completion of the acquisition of all of the ordinary shares in Leda Mining Congo SA by the Purchaser (or any affiliate of the Purchaser) from MMG Limited, 3,000,000 Consideration Shares, to be allocated to each Vendor as set forth in Schedule 2.3.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties in respect of the Company

The Vendors hereby represent and warrant jointly and severally to the Purchaser that each of the statements contained in this Section 3.1 are true and correct as at the time of execution and delivery of this Agreement and that such statements will be true and correct as at the Closing Time (except for any such statement which expressly speaks as at some other time), and the Vendors acknowledge that the Purchaser is relying on such representations and warranties in connection with the purchase of the Purchased Shares and the completion of the other transactions hereunder.

(a) **Corporate Standing and Authority of the Company** – The Company is a body corporate duly organized, validly existing and up to date with its corporate filings under its jurisdiction of incorporation. The Company has all necessary corporate power, authority and capacity to enter into this Agreement and each agreement contemplated to be executed and delivered hereunder by the Company at or before the Closing Time and to perform its obligations hereunder.

(b) **Corporate Action of the Company** – The Company has taken all necessary actions, steps and corporate or other proceedings to approve and authorize, validly and effectively, the entering into and the execution, delivery and performance of this Agreement and each agreement contemplated to be executed and delivered by it hereunder and the sale and transfer of the Purchased Shares to the Purchaser.

(c) **Binding Agreement -** This Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, subject to customary exceptions relating to bankruptcy and equitable remedies.

(d) **Binding Effect of Other Agreements -** At the Closing Time, each agreement contemplated to be executed and delivered pursuant to this Agreement by the Company will have been duly authorized, executed and delivered by the Company and will constitute a legal, valid and binding obligation of the Company, subject to customary exceptions relating to bankruptcy and equitable remedies.

(e) **No Conflicting Interests -** The execution and delivery of this Agreement and each agreement or document to be executed and delivered hereunder and the consummation of the transactions contemplated herein and therein will not:

(i) violate, be in conflict with, result in a breach of, constitute a default, or cause the acceleration of any obligation of the Company under:

(A) any agreement, lease, contract, indenture, instrument, licence, permit or authority to which the Company is, or is entitled to be, a party or to which any or all of its property or the Purchased Shares are subject;

(B) any provision of the articles, bylaws or other constating document, or any resolution of the board of directors (or any committee thereof) or shareholders, of the Company;

(C) any judgment, decree, order, statute, rule or regulation applicable to the Company, or

(D) any provision of Law or regulation of any Governmental Authority or any judicial or administrative order, award, judgment or decree applicable to the Company; or

(ii) result in the creation of any Encumbrance upon any of the Purchased Shares or the Assets under any such agreement, lease, contract, instrument, licence, permit or authority.

(f) **Approvals to Transactions -** No consent or approval of any Person is required for the execution, delivery or performance by the Company of the transactions contemplated by this Agreement or for the execution, delivery or performance by the Company of any other agreement contemplated hereunder to be delivered by the Company at or before the Closing Time, other than the Consents and Approvals, which will be obtained on or prior to the Closing Time.

(g) **Share Capital** – The authorized share capital of the Company consists of an unlimited number of Ordinary Shares, of which at the Closing Time only the Purchased Shares (and no more or other classes of shares or other securities) will be issued and outstanding, and which Purchased Shares will have been at the Closing Time duly and validly authorized by the Company and issued and outstanding as fully paid and non-assessable.

(h) **Options, Convertible Securities and Purchase Agreements** – No Person has any agreement, option, commitment, or any right or privilege (whether by Law, preemptive or contractual) capable of becoming an agreement, option or commitment (including any such right or privilege under convertible securities, warrants or convertible obligations of any nature) for the purchase, subscription, allotment or issuance of, or conversion into, any of the unissued shares or any other securities of the Company, including any Options or Warrants.

(i) **No Other Purchase Agreements** – No Person, other than the Purchaser, has any agreement, option or commitment or any right or privilege (whether by Law or at contract or otherwise) capable of becoming an agreement, option or commitment for the acquisition of any of the Purchased Shares. , and the Purchased Shares were not issued in violation of the pre-emptive rights of any Person or any contract or Applicable Law by which the Company was bound as the time of the issuance

(j) **Shareholders Agreement** – The Company is not party to any unanimous shareholders' agreement, pooling agreements, voting trusts or other similar agreements in respect to, or any arrangements or understandings in respect of the voting of, any of the Purchased Shares.

(k) **Contracts** – At the Closing Time, the Company will not be party to, or bound by any Contracts except for the contracts listed in Schedule 3.1(k) (the "**Material Contracts**"). The Material Contracts are the only contracts material to the Company and such Material Contracts, and any amendments thereto, are set forth in Schedule 3.1(k). To the knowledge of the Vendors, the Material Contracts are in full force and effect. The Company has performed in all material respects all of the obligations required to be performed by it, is entitled to all benefits under, and to the knowledge of the Vendors there exists no default or event of default or event, occurrence, condition or act on the part of the Company or the other parties thereto, which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default under any Material Contract. To the knowledge of the Vendors, all of the representations and warranties of the Company and the other parties in the Material Contracts remain true and correct. True, correct and complete copies of the Material Contracts (and all amendments thereto) have been delivered to the Purchaser.

(l) **No Liabilities** – Except pursuant to the Material Contracts and fees and expenses related to the entering into of this Agreement and the Material Contracts, the Company will have no Liabilities whatsoever and will be under no obligation to create or issue any bonds, debentures, mortgages, promissory notes or other evidence of indebtedness.

(m) **Financial Assistance** – The Company has not provided any Financial Assistance to any Person.

(n) **Records -** The financial Records of the Company fairly present, in accordance with IFRS, the financial position of the Company and all assets and undertakings and all liabilities, including contingent liabilities and shareholders equity accounts in all material respects as at the date hereof, and all material financial transactions of the Company have been accurately recorded in all material respects in such financial Records of the Company.

(o) **Minute Books -** The minute books of the Company contain, in all material respects, complete and accurate minutes of all meetings and resolutions of the directors (and any committees thereof) and shareholders of the Company. The share certificate books, register of shareholders, register of transfers and register of directors of the Company are complete and accurate in all material respects.

(p) **Intermediary Fees -** No commission or other remuneration is or will be payable by the Company to any broker, agent or other intermediary who has acted for any Vendor or the Company in connection with the sale of the Purchased Shares and the transactions herein contemplated.

(q) **Litigation and Related Matters -** There are no actions, suits, investigations or proceedings pending, or to the knowledge of the Vendors, threatened, against or affecting the Ordinary Shares, the Business or the ability of any Vendor or the Company to consummate the transactions contemplated hereby, at Law or in equity, or before any arbitrator of any kind, or before or by any Governmental Authority, and no Vendor or the Company is aware of any existing ground on which any such action or proceeding might be commenced. The Company is not subject to any outstanding orders, writs, injunctions, decrees, judgments, awards, determinations, work orders or directions of any arbitrator or Governmental Authority.

(r) **Subsidiaries -** At the Closing Time, the Company will not own any subsidiaries or shares or any other interest in any other Person, nor will the Company be subject to any agreements of any nature to acquire any subsidiary or shares or any other interest in any other Person or to acquire or lease any other business operation, and will not prior to the Closing Time, acquire or agree to acquire, any subsidiary or shares or any other interest in any other Person or any other business operation.

(s) **Partnerships or Joint Ventures** – The Company is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind and is not party to any agreement under which the Company agrees, or any other Person has a right, to carry on any part of the Business or any other activity in such manner or by which the Company agrees to share any revenue or profit with any other Person.

(t) **No Changes -** There has not occurred or arisen at the date hereof any:

(i) transaction by the Company, except in the ordinary course of the Business as conducted by the Company on that date;

(ii) other than in the ordinary course of the Business, capital expenditures or commitments by the Company in excess of $25,000 individually or $50,000 in the aggregate;

(iii) destruction of, damage to or loss of any Assets (whether or not covered by insurance);

(iv) labour trouble or claim of wrongful discharge or other unlawful labour practice or action;

(v) change in accounting methods or practices (including any change in depreciation or amortization policies or rates) by the Company;

(vi) revaluation for accounting purposes by Leda Mining Congo SA of any of the Assets;

(vii) other than the Purchased Shares, issuances of any shares of any class or other securities of any kind of the Company;

(viii) acquisition, sale or transfer of any Assets;

(ix) amendment or termination of any Material Contract, agreement or license to which the Company is a party or by which it is bound; or

(x) event or condition of any character that has or could be expected to have a Material Adverse Change.

(u) **Undisclosed Liabilities -** The Company has no liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, and is not a party to or bound by any agreement of guarantee, support, indemnification, assumption or endorsement of, or any other similar commitment with respect to the liabilities, obligations, indebtedness or commitments (whether accrued, absolute, contingent or otherwise) of any Person, that are not disclosed in the Schedules to this Agreement, other than liabilities, obligations, indebtedness and commitments in respect of this Agreement and the Golden Share Purchase Agreement, or that do not exceed $5,000 in the aggregate and that do not in the aggregate have a Material Adverse Effect.

(v) **Only Assets -** At the Closing Time, the only assets owned or held by the Company will be the Casa Mining Shares.

(w) **Sufficiency of Assets -** The Assets are sufficient to carry on the Business in the ordinary course.

(x) **Restrictive Covenants -** The Company is not, nor to its knowledge is Casa Mining Limited or Leda Mining Congo SA, a party to or bound or affected by any Contract limiting the freedom to operate the Business to: (i) compete in any line of business or any geographic area; (ii) acquire goods or services from any supplier; (iii) transfer or move any of the Assets or operations.

(y) **Affiliate Transactions -** No officer or director of the Company or any entity over which any of the foregoing Persons has control, or is an officer or director of, is a party to any Contract with the Company with regard to the Business or has any interest in the Casa Mining Shares, the Leda Mining Shares or any of the Assets.

(z) **Taxes -**

(i) the Company has in a due and timely manner filed all reports and returns respecting Taxes, duties, royalties, and other fees, charges and levies of every nature and kind, and all information and data in connection therewith, required to be filed by it with any taxing or regulatory authority to whom the Company is subject;

(ii) the Company has paid all Taxes, duties, royalties, and other fees, charges and levies, and any interest, penalties and fines in connection therewith, properly due and payable, and has paid all of same in connection with all known assessments, reassessments and adjustments;

(iii) other than Taxes and other such levies incurred in the ordinary course of business and not yet due, no other Taxes, duties, royalties, or other fees, charges or levies, nor any interest, penalties and fines have been claimed by any governmental or regulatory authority or are pending (or to the knowledge of any Vendor threatened) (including all tax installments) or by reason of the transactions herein contemplated will become due and owing by the Company and there are no matters of dispute or under discussion with any governmental or regulatory authority relating to Taxes, duties, royalties or other fees, charges, levies, interest, penalties or fines asserted by such authority;

(iv) there are no agreements, waivers (including a waiver in respect of time within which a reassessment may be made by any taxing authority) or other arrangements providing for any extension of time with respect to the filing of any tax return by, or payment of any tax, governmental charge or deficiency against, the Company; and

(v) there are no actions, suits, proceedings, investigations or claims pending, or to the knowledge of any Vendor, threatened against the Company in respect of Taxes, governmental charges or assessments, or any other matters under discussion with any governmental or regulatory authority relating to taxes, charges or assessments asserted by any such governmental or regulatory authority.

(aa) **Employee Commitments -** At the Closing Time, the Company has no employees and has no Liabilities to or in respect of any former employees of the Company**.**

(bb) **Non-Arm's Length Transactions -** The Company has not made any payment or loan to, or borrowed any moneys from or is otherwise indebted to, any officer, director, shareholder or any other Person not dealing at arm's length with the Company (within the meaning of the Tax Act), except as otherwise disclosed in Schedule 3.1(k). Except as otherwise disclosed in Schedule 3.1(k), the Company is not a party to any contract with any officer, director, shareholder or any other Person not dealing at arm's length with the Company (within the meaning of the Tax Act). Except as otherwise disclosed in Schedule 3.1(k), no officer, director or shareholder of the Company and no entity that is an Affiliate or Associate of one or more of those Persons:

(i) owns, directly or indirectly, any interest in (except for shares representing less than one per cent of the outstanding shares of any class or series of any publicly traded company), or is an officer, director, agent, consultant or representative of, any Person which is, or is engaged in business as, a competitor of the Business or the Company or a lessor, lessee, supplier, distributor, sales agent or customer of the Business or the Company;

(ii) owns, directly or indirectly, in whole or in part, any property that Leda Mining Congo SA uses in the operation of the Business; or

(iii) has any cause of action or other claim whatsoever against, or owes any amount to, the Company, Casa Mining Limited or Leda Mining Congo SA in connection with the Business, except for any claims in the ordinary course.

(cc) **Real Property -** At the Closing Time, the Company will not own or have any right, title or interest in any real property.

(dd) **Title to Assets -** As at the Closing Time, the Company will own the Casa Mining Shares free and clear of any Encumbrance, other than any Permitted Encumbrances.

(ee) **Directors and Officers -** Schedule 3.1(ee) sets forth the names and titles of all directors and officers of the Company immediately prior to the Closing Time.

(ff) **Powers of Attorney -** The Company has not granted to any Person a general or special power of attorney for the Company.

(gg) **Intellectual Property -**

(i) The Company does not own any Intellectual Property relating to the operation of the Business.

(ii) Neither the Assets nor the conduct of the Business:

(A) violate any license or agreement of the Company, Casa Mining Limited or Leda Mining Congo SA with any Person;

(B) has, to the knowledge of the Vendors, infringed or currently infringes upon the industrial, Intellectual Property, trade secret or proprietary rights of any Person, whether pursuant to common law or statutory law, including rights relating to defamation, rights of confidentiality, privacy or publicity and contractual rights; or

(C) requires the payment of any royalty, honoraria, fees or other payments to any other Person.

(hh) **Environmental -**

(i) To the knowledge of the Vendors, the Business has been and is currently being carried on in compliance with all Environmental Laws, except to the extent where any non-compliance would not result in a Material Adverse Change. Further, there are no facts that could reasonably be expected to give rise to a notice of non-compliance of the Business in respect of any Environmental Laws.

(ii) Leda Mining Congo SA has not released, transported, treated, processed, distributed, stored, used, manufactured, handled, disposed of or exposed its employees or other Persons to any Hazardous Substances or caused, authorized or permitted any of the foregoing except in compliance with all applicable Environmental Laws.

(iii) Leda Mining Congo SA has not disposed of or arranged for the disposal of Hazardous Substances, other than at licensed facilities and in compliance with all Environmental Laws.

(ii) **Operating Permits and Licenses -** Except as are required in the ordinary course of the Business, there are no permits, licenses, consents, authorizations, approvals, privileges, waivers, exemptions, orders (inclusionary or exclusionary) or other concessions required in connection with the ownership and operation of the Assets and the conduct of the Business.

(jj) **Compliance with Applicable Laws** – To the knowledge of the Company, all Applicable Laws having jurisdiction over the Company, the Business or the Assets are being, and have been, complied with by Leda Mining Congo SA, except where such non-compliance would not result in a Material Adverse Change.

(kk) **Ethical Practices** - No director, officer, agent or advisor of the Company or any other Person associated with the Company, or any representative of any of them, has directly or indirectly:

(i) made or received any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to or from any Person, private or public, regardless of form, whether in money, property or services (i) to obtain favourable treatment in securing business, (ii) to pay for favourable treatment in business secured, (iii) to obtain special concessions or for special concessions already obtained, for or in respect of the Company, or (iv) in violation of any Applicable Law; or

(ii) established or maintained any fund or asset that has not been recorded in the Records.

(ll) **No Predecessors -** No corporation has been merged with the Company, by amalgamation, dissolution, arrangement or otherwise, in such a manner that the Company is or may become liable for any liabilities (contingent or otherwise) of any kind whatsoever of that corporation.

(mm) **Private Issuer** - The Company is a private issuer within the meaning of National Instrument 45-106 - *Prospectus and Registration Exemptions of the Canadian Securities Administrators*.

(nn) **Particulars of Schedules** - All particulars set out in the Schedules referred to in this Section 3.1 are true, complete and accurate and not misleading in any respect.

3.2 Representations and Warranties of the Vendors

Each Vendor hereby represents and warrants, severally, and not jointly nor jointly and severally, to the Purchaser that each of statements contained in this Section 3.2 is true and correct as at the time of execution of this Agreement and that such statements will be true and correct as at the Closing Time (except for any such statement which expressly indicates some other time), and each Vendor acknowledges that the Purchaser is relying on such representations and warranties in connection with the purchase of the Purchased Shares and the completion of the other transactions hereunder.

(a) **Authority of Vendor** – Vendor has all necessary power, authority and capacity to enter into this Agreement and each agreement contemplated to be executed and delivered hereunder by Vendor at or before the Closing Time and to perform its obligations hereunder.

(b) **Corporate Action of the Vendor** – If it is a corporation, the Vendor is a corporation duly incorporated and organized, and is validly subsisting, under the laws of its jurisdiction of incorporation, is up-to-date with all corporate filings required to be made by it in all applicable jurisdictions, and the Vendor has taken all necessary actions, steps and corporate or other proceedings to approve and authorize, validly and effectively, the entering into and the execution, delivery and performance of this Agreement and each agreement contemplated to be executed and delivered by it hereunder and the sale and transfer of the Purchased Shares to the Purchaser.

(c) **Binding Agreement -** This Agreement has been duly authorized, executed and delivered by Vendor and constitutes a legal, valid and binding obligation of Vendor.

(d) **Binding Effect of Other Agreements -** At the Closing Time, each agreement contemplated to be executed and delivered pursuant to this Agreement by Vendor will have been duly authorized, executed and delivered by Vendor and will constitute a legal, valid and binding obligation of Vendor.

(e) **No Conflicting Interests -** The execution and delivery of this Agreement and each agreement or document to be executed and delivered hereunder and the consummation of the transactions contemplated herein and therein will not:

(i) violate, be in conflict with, result in a breach of, constitute a default, or cause the acceleration of any obligation of Vendor under:

(A) any agreement, lease, contract, indenture, instrument, licence, permit or authority to which Vendor is, or is entitled to be, a party or to which any or all of its property or the Purchased Shares are subject;

(B) if applicable, any provision of the articles, bylaws or other constating document, or any resolution of the board of directors (or any committee thereof) or shareholders, of Vendor;

(C) any judgment, decree, order, statute, rule or regulation applicable to Vendor, or

(D) any provision of Law or regulation of any Governmental Authority or any judicial or administrative order, award, judgment or decree applicable to Vendor; or

(ii) result in the creation of any Encumbrance upon any of the Vendor's Purchased Shares or the Assets under any such agreement, lease, contract, instrument, licence, permit or authority.

(f) **Approvals to Transactions -** No consent or approval of any Person is required for the execution, delivery or performance by Vendor of the transactions contemplated by this Agreement or for the execution, delivery or performance by Vendor of any other agreement contemplated hereunder to be delivered by Vendor at or before the Closing Time, other than the Consents and Approvals, which will be obtained on or prior to the Closing Time.

(g) **Shareholdings of the Vendor** – Vendor will be at the Closing Time the beneficial and registered owner of the Purchased Shares set forth opposite its name on Schedule “A” hereto, and Vendor at the Closing Time has good and marketable title with respect to such Purchased Shares, free and clear of all Encumbrances, except those of the Purchaser arising pursuant to this Agreement, and has the exclusive right to dispose of its Purchased Shares as provided in this Agreement. None of its Purchased Shares is subject to (i) any contract or restriction which in any way limits or restricts the transfer to the Purchaser of its Purchased Shares other than the transfer restrictions in the Company’s articles, and (ii) any voting trust, pooling agreement, shareholder agreement, voting agreement or other contract, arrangement or understanding with respect to the voting of its Purchased Shares (or any of them). Upon Closing, it will have no ownership interest in the Company, whether direct or indirect, actual or contingent, and the Purchaser shall have good title to its Purchased Shares, free and clear of all Encumbrances.

(h) **Shareholders Agreement** – Vendor is not party to any unanimous shareholders’ agreement, pooling agreements, voting trusts or other similar agreements in effect with respect to the Company or the Purchased Shares of Vendor.

(i) **Bankruptcy -** Vendor is not an insolvent Person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) and has not made an assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof, and no petition for a receiving order has been presented in respect of it. 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 or interim receiver has been appointed in respect of it or any of its undertakings, property or assets (including any of its Purchased Shares) and no execution or distress has been levied on any of its undertakings, property or assets (including any of its Purchased Shares), nor have any proceedings been commenced in connection with any of the foregoing.

(j) **Litigation and Related Matters** - There are no actions, suits, investigations or proceedings pending, or to the knowledge of the Vendors, threatened, against or affecting the Ordinary Shares, the Business or the ability of any Vendor to consummate the transactions contemplated hereby, at Law or in equity, or before any arbitrator of any kind, or before or by any Governmental Authority, and no Vendor is aware of any existing ground on which any such action or proceeding might be commenced. The Vendor is not subject to any outstanding orders, writs, injunctions, decrees, judgments, awards, determinations, work orders or directions of any arbitrator or Governmental Authority.

3.3 Non-Waiver

No investigations made by or on behalf of the Purchaser at any time will have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made herein or pursuant hereto.

3.4 Nature and Survival of Representations and Warranties

The representations and warranties of the Vendors contained in Sections 3.1 and 3.2 will survive Closing of the purchase and sale herein provided for and, notwithstanding Closing or any documents delivered or investigations made in connection therewith, will continue in full force and effect for the benefit of the Purchaser for a period of 12 months from the date of Closing, other than for matters in respect of Taxes, which will continue in full force and effect for the benefit of the Purchaser until the day after the last appeal period under the Applicable Tax Legislation; for matters in respect of Environmental Laws, which will continue in full force and effect for the benefit of the Purchaser for a period of 5 years from the date of Closing; and for matters in respect of Section 3.2 which will survive indefinitely.

3.5 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Vendors that each of the statements contained in Section 3.5 is true and correct as at the time of execution and delivery of this Agreement by the Purchaser and each of such statements will be true and correct at the Closing Time (except for any such statement which expressly indicates some other time), and the Purchaser acknowledges that the Vendors are relying on such representations and warranties in connection with the sale of the Purchased Shares and the completion of the other transactions hereunder.

(a) **Corporate Standing and Authority of the Purchaser** – The Purchaser is a corporation duly organized, validly existing and up to date with all its corporate filings under the laws of the jurisdiction of its incorporation. The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and each agreement contemplated to be executed and delivered hereunder by the Purchaser at or before the Closing Time and to perform its obligations hereunder and thereunder.

(b) **Share Capital** – After giving effect to the Equity Financing and the full exercise of all outstanding warrants exercisable for Common Shares, the authorized share capital of the Purchaser consists of an unlimited number of Common Shares, and the Consideration Shares shall be duly and validly authorized by the Company and issued and outstanding as fully paid and non-assessable.

(c) **Corporate Action of the Purchaser** – The Purchaser has taken all necessary actions, steps and corporate or other proceedings to approve and authorize, validly and effectively, the entering into and the execution, delivery and performance of this Agreement and each agreement contemplated to be executed and delivered by it hereunder and the sale and transfer of the Purchased Shares to the Purchaser.

(d) **Binding and Enforceable Agreement** – This Agreement has been duly authorized, executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, subject to customary exceptions relating to bankruptcy and equitable remedies.

(e) **Binding Effect of Other Agreements** – At the Closing Time, each agreement contemplated to be executed and delivered hereunder by the Purchaser at or before the Closing Time will have been duly authorized, executed and delivered by the Purchaser and will constitute a legal, valid and binding obligation of the Purchaser, subject to customary exceptions relating to bankruptcy and equitable remedies.

(f) **No Conflicting Interests** – The execution and delivery of this Agreement and each agreement or document to be executed and delivered hereunder and the consummation of the transactions contemplated herein will not violate, be in conflict with, result in a breach of, constitute a default, or cause the acceleration of any obligation of the Purchaser under:

(i) any agreement, lease, contract, indenture, instrument, licence, permit or authority to which the Purchaser is or is entitled to be, a party or to which any or all of its property is subject,

(ii) any provision of the articles, bylaws or other constating documents, or any resolutions of the board of directors (or any committee thereof) or shareholders of the Purchaser;

(iii) any judgment, decree, order, statute, rule or regulation applicable to the Purchaser, or

(iv) any provision of law or regulation of any governmental or regulatory authority or any judicial or administrative order, award, judgment or decree applicable to the Purchaser.

(g) **Consideration Shares** – The Consideration Shares to be issued to the Vendors when issued in accordance with the terms and conditions of this Agreement will be validly issued and non-assessable common shares of the Purchaser and free from any Encumbrances. The Purchaser shall use its commercially reasonable efforts to ensure that the Consideration Shares to be issued to the Vendors are conditionally accepted for listing on the TSXV on the date of their issuance, subject only to fulfillment of such conditions as may be specified by the TSXV within the period specified by the TSXV.

(h) **Approvals to Transactions** – Except for approval of the TSXV, no consent or approval of any Person is required for the execution, delivery or performance by the Purchaser of the transactions contemplated by this Agreement or for the execution, delivery or performance by the Purchaser of any other agreement contemplated hereunder to be delivered by the Purchaser at or before the Closing Time.

(i) **Resale** – The Consideration Shares to be issued to the Vendors when issued in accordance with the terms and conditions of this Agreement shall not be subject to any restrictions on transfer or resale extending more than four months and one day following the Closing Date.

(j) **Purchaser Filings** – The Purchaser is a reporting issuer not in default (or the equivalent) under applicable securities Laws in each of the Provinces of British Columbia, Alberta, and the Yukon Territory and the Consideration Shares are listed for trading on the TSXV. No order ceasing or suspending trading in any securities nor prohibiting the sale of any securities of the Purchaser has been issued by any Governmental Authority or is outstanding against the Purchaser and, to the knowledge of the Purchaser, no investigation or proceeding for such purposes are pending or threatened. The Purchaser Filings did not contain a Misrepresentation as at the respective dates of such Purchaser Filings and constitute all filings required to be made under applicable securities Laws.

3.6 Non-Waiver

No investigations made by or on behalf of any Vendor at any time will have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by the Purchaser herein or pursuant hereto.

3.7 Nature and Survival of Representations and Warranties

The representations and warranties of the Purchaser contained in this Agreement will survive Closing of the purchase and sale herein provided for and, notwithstanding Closing or any documents delivered or investigations made in connection therewith, will continue in full force and effect for the benefit of the Vendors, for a period of 12 months from the Closing Date.

ARTICLE 4
COVENANTS OF THE PARTIES

4.1 Covenants of the Vendors and the Company

The Vendors and the Company covenant and agree with the Purchaser, during the period from the date hereof to the Closing Time, as set forth below.

(a) **No Shopping** – Each of the Vendors and the Company agree that it will not, nor will it permit, any of its respective Associates, Affiliates, agents, consultants, advisors or representatives to solicit, initiate, encourage, or participate in any discussions or negotiations with any third party concerning:

(i) any sale of the Assets or any portion thereof;

(ii) any sale of the Purchased Shares, Casa Mining Shares, the Leda Mining Shares or any portion thereof to any Person other than the Purchaser; or

(iii) any merger, amalgamation, consolidation, business combination or similar transaction involving the Company.

(b) **Examination and Investigation** – Immediately after the execution and delivery of this Agreement and prior to the Closing Time, each of the Vendors and the Company will permit employees, advisors and representatives of the Purchaser full and complete access to all facilities and premises and all current and historical Records of the Company and information of every nature and kind within each Vendor's and the Company's possession or control which relate to:

(i) the acquisition, development, construction, operation, maintenance, or ownership of any of the Assets or the Business;

(ii) the incorporation, organization, operations, or financial position of the Company; and

(iii) the acquisition or ownership of the Purchased Shares,

For the purpose of reviewing the Records of the Company and such information, such employees, advisors, and representatives will be permitted to make copies of such Records and information as they may deem advisable. Each Vendor and the Company will make their auditors, counsel and other representatives, as applicable, available for consultation with respect to any information so obtained.

(c) **Conduct of the Company –** The Vendors will cause the Company to, and the Company will:

(i) to the extent within its control pursuant to the Golden Share Purchase Agreement, operate and maintain the Business in a good and business-like manner in the ordinary course thereof so as to:

(A) maintain and enhance the goodwill of the Business;

(B) preserve and protect the Assets; and

(C) maintain Leda Mining Congo SA's relationship with its material suppliers and customers,

(ii) take all action within its reasonable control to ensure that the representations and warranties of the Vendors and the Company hereunder are true and correct at the time indicated for such representations and warranties;

(iii) promptly notify the Purchaser of any facts that come to its attention which would cause the Vendors' or the Company's representations and warranties herein to be untrue in any material respect;

(iv) promptly notify the Purchaser in writing of any Material Adverse Change in the Business, the Assets or the Company;

(v) ensure that the Company does not issue any securities;

(vi) ensure that the Company, Casa Mining Limited or Leda Mining Conga SA does not create, incur or assume any long-term debt of any kind or create any Encumbrance upon any of the Assets, the Casa Mining Shares or the Leda Mining Shares or provide any Financial Assistance to any Person;

(vii) ensure that the Company does not take any action that is out of the ordinary course of the Business without the prior express written consent of the Purchaser; and

(viii) maintain existing policies of insurance and give all notices and present all claims under all policies of insurance in a due and timely fashion.

(d) **Consents and Approvals** – The Company will use all commercially reasonable efforts to assist the Purchaser in applying for and obtaining the Consents and Approvals, and all other regulatory approvals and third party consents as may be necessary to complete the transactions contemplated herein.

(e) **Conditions of Closing** – Each of the Vendors and the Company will use their reasonable commercial efforts to cause all of the conditions for the benefit of the Purchaser to be fulfilled at or before the Closing Time.

(f) **Material Contracts** – Each of the Vendors and the Company agree that it will not, nor will it permit, any of its respective Associates, Affiliates, agents, consultants, advisors or representatives to amend or agree to amend any Material Contract without the prior written consent of the Purchaser, acting reasonably.

4.2 Confidentiality

The Purchaser will keep confidential and not disclose to any third party any information of a proprietary or confidential nature ("**Confidential Information**") disclosed by any Vendor or the Company to the Purchaser in respect of the Business or the Assets until the Closing, or if Closing does not occur, at all times hereafter. Each Vendor and the Company will keep confidential and not disclose to any third party any Confidential Information disclosed by the Purchaser to any Vendor and the Company in respect of the business or affairs of the Purchaser until the Closing, or if Closing does not occur, at all times hereafter. Each Vendor and the Company will keep confidential and not disclose to any third party any Confidential Information disclosed by the Purchaser to any Vendor and the Company in respect of the business or affairs of the Purchaser regardless of whether this Agreement is terminated or Closing occurs. It is understood and agreed that the term "Confidential Information" will not include information that is within the public domain prior to the date hereof without fault by any Party, information available to the receiving Party and not subject to a confidentiality restriction, or information required to be disclosed by compulsion of law or court order. The receiving Party may disclose any such Confidential Information to its directors, officers, employees and professional advisors only on a "need to know basis" in respect of completing the transactions herein, provided such directors, officers, employees and advisors are made aware of the confidentiality of the same. If the transactions herein are not consummated, the receiving Party will immediately return or destroy all Confidential Information and copies thereof in its possession and forthwith deliver to the disclosing Party a certificate of a senior officer attesting to such return or destruction. It is understood and agreed that the terms of this Section 4.2 will be binding upon and will enure to the benefit of the Parties, whether or not the conditions set out in Article 5 are fulfilled and whether or not the transactions contemplated herein close.

ARTICLE 5
CONDITIONS PRECEDENT

5.1 The Purchaser's Conditions

The obligation of the Purchaser to complete the purchase of the Purchased Shares and to complete the other transactions contemplated by this Agreement will be subject to the satisfaction of, or compliance with, at or before the Closing Time, the conditions set forth below (which are hereby acknowledged to be inserted for the exclusive benefit of the Purchaser and may be unilaterally waived in writing by the Purchaser in whole or in part).

(a) **Truth and Accuracy of Representations** – All of the representations and warranties of the Vendors set forth in this Agreement will be true and correct as at the Closing Time (except for representations and warranties expressly stated to relate to a specified date, in which case such representations and warranties shall be true and correct as of such specified date) in every respect with the same force and effect as though made at the Closing Time, except to the extent that the failure of such representations and warranties of the Vendors to be so true and correct (read for purposes of this Section 5.1(a) without any materiality, Material Adverse Change or similar qualification), individually or in the aggregate, has had or would reasonably be likely to have a Material Adverse Change, and a certificate of each of the Vendors dated the date of Closing to that effect will have been delivered to the Purchaser, such certificate to be in form and substance satisfactory to the Purchaser acting reasonably.

(b) **Compliance with Agreement** – All of the terms, covenants, agreements and conditions of this Agreement to be complied with or performed by the Vendors and the Company at or before the Closing Time will have been complied with or performed in all material respects, and a certificate of the Vendors and a senior officer of the Company, dated the date of Closing to that effect will have been delivered to the Purchaser, such certificates to be in form and substance satisfactory to the Purchaser acting reasonably.

(c) **Receipt of Closing Documentation** – All proceedings required to be taken by the Vendors in connection with Closing will be satisfactory in form and substance to the Purchaser, and the Purchaser will have received copies of all deliveries and instruments required to be delivered to the Purchaser at or before the Closing Time in accordance with this Agreement, and all other documentation or evidence as the Purchaser may reasonably request in order to establish the consummation of the transactions contemplated herein.

(d) **Consents and Approvals** – Each of the Consents and Approvals shall have been obtained by, or on behalf of, the Company, if applicable.

(e) **No Restrictions** – At the Closing Time, no action or proceeding, judicial (at law or in equity) or extra-judicial will be pending or threatened by any Person to enjoin, restrict or prohibit:

(i) the purchase and sale contemplated hereby; or

(ii) the right of the Company or the Purchaser from and after the Closing Time to (directly or indirectly) conduct the Business.

(f) **Concurrent Closings** – All of the conditions precedent to the obligations of the Purchaser to complete the transactions herein contemplated or contemplated in the other agreements contemplated or required hereby and the Schedules (including the Material Contracts, other than the payment of the applicable purchase price thereunder) will have been fulfilled or satisfactorily performed in accordance therewith including, without limitation, the delivery of all documents required to be delivered thereunder.

(g) **Resignation of Directors and Officers** – Each of the directors and officers of the Company will have resigned from the Company effective as at the Closing Time.

(h) **No Encumbrances** – The Assets, the Casa Mining Shares, the Leda Mining Shares and the Purchased Shares will be free and clear of all Encumbrances, other than Permitted Encumbrances.

(i) **Outside Date** – The Closing shall have occurred on or prior to the Outside Date.

5.2 Conditions of the Vendors

The obligation of the Vendors to complete the sale of the Purchased Shares and to complete the other transactions contemplated by this Agreement (as applicable) will be subject to the satisfaction of, or compliance with, at or before the Closing Time, the conditions set forth below (which are hereby acknowledged to be inserted for the exclusive benefit of the Vendors and may be unilaterally waived in writing by the Vendors in whole or in part).

(a) **Truth and Accuracy of Representations** – All of the representations and warranties of the Purchaser set forth in this Agreement will be true and correct as at the Closing Time in every material respect with the same force and effect as though made at the Closing Time, and a closing certificate of a senior officer of the Purchaser dated the date of Closing to that effect will have been delivered to the Vendors such certificate to be in form and substance satisfactory to the Vendors acting reasonably.

(b) **Compliance with Agreement** – All of the terms, covenants, agreements and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Closing Time will have been complied with or performed in all material respects, and a certificate to that effect of a senior officer of the Purchaser dated the date of Closing will have been delivered to the Vendors, such certificate to be in form and substance satisfactory to the Vendors acting reasonably.

(c) **Receipt of Closing Documentation** – The Vendors will have received all documentation and deliveries required to be delivered to the Vendors at or before the Closing Time in accordance with this Agreement.

(d) **Consents and Approvals** – Each of the Consents and Approvals shall have been obtained by, or on behalf of the Purchaser, if applicable.

(e) **No Restrictions** – At the Closing Time, no action or proceeding, judicial (at law or in equity) or extra-judicial will be pending or threatened by any Person to enjoin, restrict or prohibit:

(i) the purchase and sale contemplated hereby; or

(ii) the right of the Company or the Purchaser from and after the Closing Time to (directly or indirectly) conduct the Business.

(f) **No Encumbrances** – The Consideration Shares will be free and clear of all Encumbrances.

(g) **Outside Date** – The Closing shall have occurred on or prior to the Outside Date.

5.3 Rights of the Purchaser

If any condition in Section 5.1 has not been fulfilled at or before the Closing Time, then the Purchaser in its sole discretion may, without limiting any rights or remedies available to the Purchaser at law or in equity, either:

(a) terminate this Agreement by notice to the Vendors, in which event the Purchaser shall be released from all obligations under this Agreement, other than any obligations set out in Section 4.2; or

(b) waive compliance with any such condition without prejudice to its right of termination in the event of non-fulfillment of any other condition.

5.4 Rights of the Vendors

If any condition in Section 5.2 shall not have been fulfilled at or before the Closing Time, then the Vendors in their sole discretion may, without limiting any rights or remedies available to the Vendors at law or in equity, either:

(a) terminate this Agreement by notice to the Purchaser in which event the Vendors shall be released from all obligations under this Agreement, other than any obligations set out in Section 4.2; or

(b) waive compliance with any such condition without prejudice to their right of termination in the event of non-fulfillment of any other condition.

ARTICLE 6
CLOSING

6.1 Place of Closing

The Closing will take place at the Closing Time at the offices of Torys LLP in Calgary, Alberta or at such other place as may be agreed upon by the Parties.

6.2 Deliveries by the Vendors

At the Closing Time and at the place of Closing, the Vendors will deliver or cause to be delivered to the Purchaser, as applicable:

(a) share certificates representing the Purchased Shares duly endorsed for transfer to the Purchaser;

(b) share transfer forms (in the manner set forth in Schedule "B"), duly completed and executed by each respective Vendor, in favour of the Purchaser (or as it may direct) in respect of the Purchased Shares;

(c) certificates of incumbency for each corporate Vendor and the Company listing all of the directors and officers of such corporate Vendor and the Company as at Closing;

(d) a certificate of good standing, or equivalent, of each corporate Vendor and the Company;

(e) a certified copy of resolutions of the directors of the Company consenting to the transfer of the Purchased Shares to the Purchaser and authorizing the registration of such transfer on the share registers of the Company;

(f) a certified copy of resolutions of the directors (and, if applicable the shareholders) of any corporate Vendor consenting to the transfer of the Purchased Shares to the Purchaser;

(g) the certificates contemplated by Sections 5.1(a) and (b);

(h) written third party consents to the extent required by Section 5.1(d);

(i) evidence satisfactory to the Purchaser of the discharge of any security interests registered against the Assets, the Casa Mining Shares, the Leda Mining Shares and/or the Purchased Shares;

(j) the minute books and corporate seal, if any, of the Company;

(k) resignations of the directors and officers of the Company;

(l) releases of the Company by each Vendor and by each of the Company's directors and officers in form satisfactory to the Purchaser; and

(m) such other certificates or documents as the Vendors and the Company are required to deliver pursuant to the terms of this Agreement or as the Purchaser or its counsel may reasonably require, including, without limitation, those documents set out in Section 5.1.

6.3 Deliveries of the Purchaser

At the Closing Time and at the place of Closing, the Purchaser will deliver or cause to be delivered to the Vendors:

(a) share certificates representing the Consideration Shares in the names and percentages of the Vendors as set forth in Schedule 2.3;

(b) a certified copy of a resolution of the directors of the Purchaser consenting to the purchase of the Purchased Shares and the issuance of the Consideration Shares as set forth in Section 2.3;

(c) written third party consents to the extent required by Section 5.2(d);

(d) the certificates contemplated by Sections 5.2(a) and (b);

(e) such other certificates or documents as the Purchaser is required to deliver pursuant to the terms of this Agreement or as the Vendors or their counsel may reasonably require including, without limitation, those documents set out in Section 5.2;

(f) a certificate of incumbency of the Purchaser listing all of the directors and officers of the Purchaser as at Closing;

(g) certified copies of the constating documents of the Purchaser;

(h) a certificate of status of the Purchaser; and

(i) conditional approval of the TSXV with respect to the transactions contemplated by this Agreement.

6.4 Closing Escrow

All payments or documents delivered by any Person at the Closing Time will be deemed not to have been delivered until the Vendors and the Purchaser, acting reasonably and in good faith, have declared that they are satisfied with the form and substance of all of the payments and documents to be delivered to such Person at Closing and until all conditions to the delivery or release of any payments or documents to be delivered at the Closing Time by parties other than the Vendors or the Purchaser will have been satisfied.

ARTICLE 7
INDEMNIFICATION

7.1 Indemnity by the Vendors

In addition to any other indemnification provided by the Vendors contained in this Agreement and subject to this Article 7, the Vendors shall, for a period of 12 months following the Closing Date, on a joint and several basis, indemnify and hold the Purchaser, its directors, officers, employees, agents and representatives and the Purchaser's Affiliates and their respective directors, officers, employees, agents and representatives, without duplication, harmless in respect of any claim, demand, action, cause of action, damage, loss, cost, liability or expense (hereinafter referred to as a "**Claim**") which may be made or brought against an Indemnified Party or which it may suffer or incur directly or indirectly as a result of, in respect of or arising out of:

(a) any incorrectness in or breach of any representation or warranty of any Vendor contained in this Agreement or under any other agreement, certificate or instrument executed and delivered pursuant to this Agreement; and

(b) any breach of or any non-fulfilment of any covenant or agreement on the part of any Vendor under this Agreement or under any other agreement, certificate or instrument executed and delivered pursuant to this Agreement; and

(c) all claims, demands fines, penalties, costs and expenses of any nature whatsoever (including, without limitation, legal fees, charges and disbursements on a solicitor and his own client basis) in respect of the foregoing.

7.2 Indemnity by the Purchaser

In addition to any other indemnification provided by the Vendors contained in this Agreement and subject to this Article 7, the Purchaser shall, for a period of 12 months following the Closing Date, indemnify and hold the Vendors, their respective directors, officers, employees, agents and representatives and the Vendors' Affiliates and their respective directors, officers, employees, agents and representatives, without duplication, harmless in respect of any Claim which may be made or brought against an Indemnified Party or which it may suffer or incur directly or indirectly as a result of, in respect of or arising out of:

(a) any incorrectness in or breach of any representation or warranty of the Purchaser contained in this Agreement or under any other agreement, certificate or instrument executed and delivered pursuant to this Agreement; or

(b) any breach or non-fulfilment of any covenant or agreement on the part of the Purchaser under this Agreement or under any other agreement, certificate or instrument executed and delivered pursuant to this Agreement; and

(c) all claims, demands fines, penalties, costs and expenses of any nature whatsoever (including, without limitation, legal fees, charges and disbursements on a solicitor and his own client basis) in respect of the foregoing.

7.3 Notice of Claim

If an Indemnified Party becomes aware of a Claim in respect of which indemnification is provided for pursuant to either of Section 7.1 or 7.2, as the case may be, the Indemnified Party shall promptly give written notice of the Claim to the Indemnifying Party. Such notice shall specify whether the Claim arises as a result of a claim by a Person against the Indemnified Party (a "**Third Party Claim**") or whether the Claim does not so arise (a "**Direct Claim**"), and shall also specify with reasonable particularity (to the extent that the information is available):

(a) the factual basis for the Claim; and

(b) the amount of the Claim, if known.

7.4 Direct Claims

In the case of a Direct Claim, the Indemnifying Party shall have sixty (60) days from receipt of notice of the Claim within which to make such investigation of the Claim as the Indemnifying Party considers necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim, together with all such other information as the Indemnifying Party may reasonably request. If both parties agree at or before the expiration of such sixty (60) day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim, failing which the matter shall be referred to binding arbitration in such manner as the parties may agree or shall be determined by a court of competent jurisdiction.

7.5 Third Party Claims

In the case of a Third Party Claim, the Indemnifying Party shall have the right, at its expense, to participate in or assume control of the negotiation, settlement or defence of the Claim. If the Indemnifying Party elects to assume such control, the Indemnifying Party shall reimburse the Indemnified Party for all of the Indemnified Party's out-of-pocket expenses incurred as a result of such participation or assumption. The Indemnified Party shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless the Indemnifying Party consents to the retention of such counsel at its expense or unless the named parties to any action or proceeding include both the Indemnifying Party and the Indemnified Party and a representation of both the Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to the actual or potential differing interests between them (such as the availability of different defences). The Indemnified Party shall cooperate with the Indemnifying Party so as to permit the Indemnifying Party to conduct such negotiation, settlement and defence and for this purpose shall preserve all relevant documents in relation to the Third Party Claim, allow the Indemnifying Party access on reasonable notice to inspect and take copies of all such documents and require its personnel to provide such statements as the Indemnifying Party may reasonably require and to attend and give evidence at any trial or hearing in respect of the Third Party Claim. If, having elected to assume control of the negotiation, settlement or defence of the Third Party Claim, the Indemnifying Party thereafter fails to conduct such negotiation, settlement or defence with reasonable diligence, then the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

7.6 Settlement of Third Party Claims

If the Indemnifying Party fails to assume control of the defence of any Third Party Claim, the Indemnified Party shall have the exclusive right to contest, settle or pay the amount claimed. Whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnifying Party shall not settle any Third Party Claim without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed; provided, however, that the liability of the Indemnifying Party shall be limited to the proposed settlement amount if any such consent is not obtained for any reason within a reasonable time after the request therefor.

7.7 Interest on Claims

The amount of any Claim submitted under Section 7.1 or Section 7.2 as damages or by way of indemnification shall bear interest from and including the date any Indemnified Party is required to make payment in respect thereof at the Prime Rate calculated from and including such date to but excluding the date reimbursement of such Claim by the Indemnifying Party is made, and the amount of such interest shall be deemed to be part of such Claim.

7.8 Tax Adjustments

(a) The amount of any Claim submitted under Section 7.1 or 7.2 as damages or by way of indemnification shall be determined on an after-tax basis, and without limiting the generality of the foregoing shall:

(i) be net of the present value of any Tax benefits to the Indemnified Party resulting from the claim for indemnity and indemnification; and

(ii) include the amount necessary to hold the Indemnified Party harmless after Tax,

and the present value of any Tax benefits shall be the amount, calculated on the date that is the Business Day immediately preceding the date of payment of the Claim, that is required to provide a yield from such date to the last day of the latest taxation year of the Indemnified Party to which the Tax benefits relate that is equal to the sum of the yield to maturity on such date, assuming semi-annual compounding, that a non-callable Government of Canada bond would carry if issued in Canadian dollars in Canada at 100% of its principal amount on such date and maturing approximately on the last day of the latest taxation year of the Indemnified Party to which the Tax benefits relate, plus the Prime Rate.

(b) The amount of any Claim submitted under Section 7.1 or 7.2 as damages or by way of indemnification as determined without regard to this Section 7.8 shall be increased by an amount equal to the rate of Goods and Services Tax applied to such amount.

7.9 Set-off

The Purchaser shall be entitled to set-off the amount of any Claim submitted under Section 7.1 as damages or by way of indemnification against any other amounts payable by the Purchaser to the Vendors whether under this Agreement or otherwise.

ARTICLE 8
GENERAL

8.1 Legal Advice

Each of the Vendors hereby represents and warrants to the Purchaser and acknowledges and agrees that each of the Vendors has had the opportunity to seek independent legal advice prior to the execution and delivery of this Agreement and that, in the event such Vendor did not do so prior to executing this Agreement, such Vendor did so voluntarily and agrees that its failure to obtain independent legal advice shall not be used by such Vendor as a defence to any non-performance of its respective obligations, or to make any Claims against the Purchaser hereunder.

8.2 Amendment of Agreement

No supplement, modification, waiver or termination of this Agreement will be binding unless executed in writing by the Party to be bound thereby.

8.3 Waiver

No waiver of any of the provisions of this Agreement will be valid unless in writing and no such waiver will constitute nor be deemed to constitute a waiver of any other provisions (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

8.4 Applicable Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each of the Parties agrees that any action or proceeding arising out of or relating to this Agreement may be instituted in the courts of British Columbia, waives any objection that it may have now or later to the venue of that action or proceeding, irrevocably submits to the jurisdiction of those courts in that action or proceeding, agrees to be bound by any judgment of those courts and agrees not to seek, and hereby waives, any review by the court of any other jurisdiction of the merits of any judgment.

8.5 Severability

Any Article, Section, Subsection, Schedule or other subdivision or any other provision of this Agreement that is deemed to be or becomes void, illegal, invalid or unenforceable will be severable herefrom and ineffective to the extent of such voidability, illegality, invalidity or unenforceability, and will not invalidate, affect or impair the remaining provisions hereof, which provisions will be severable from any void, illegal, invalid or unenforceable Article, Section, Subsection, Schedule or other subdivision or provision hereof.

8.6 Time of Essence

Time will be of the essence in this Agreement.

8.7 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.

8.8 Notices

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any Party will be sufficiently given if delivered personally or by electronic mail to such Party:

(a) in the case of a notice to the Vendors:

Mohamed Abu Al Khalil	2nd Floor, Orion Complex Victoria, Mehe, Seychelles
Wade Cherwayko	2nd Floor, Orion Complex Victoria, Mehe, Seychelles

(b) in the case of a notice to the Purchaser:

Rackla Metals Inc.
200 Burrard Street, Suite 650
Vancouver, British Columbia
V6C 3L6
Attention: Simon Ridgway
Email:

(c) in the case of a notice to the Company:

Golden Mining Ltd.
2nd Floor, Orion Complex
Victoria, Mehe, Seychelles
Attention: John Ekwuvasi
Email:

or at such other address as the party to whom such writing is to be given will have last notified to the Party giving the same in the manner provided in this Section 8.8. Any notice delivered to the Party to whom it is addressed hereinbefore provided will be deemed to have been given and received on the day it is so delivered at such address, provided that if the notice is delivered after 4:00 p.m. (local time) or if such day is not a Business Day then the notice will be deemed to have been given and received on the Business Day next following such day.

8.9 Enurement

This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and assigns. Any assignment both prior to Closing and after Closing must not adversely affect the tax or business position of the non-assigning Party.

8.10 Expenses

All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the Party that incurred such costs and expenses.

8.11 Further Assurances

The Parties will provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each Party will provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after Closing.

8.12 Counterparts

This Agreement may be executed in one or more counterparts, which so executed will constitute an original and all of which together will constitute one and the same agreement. A signed counterpart provided by way of telecopier will be as binding upon the Parties as an originally signed counterpart.

[*remainder of page intentionally left blank*]

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

GOLDEN MINING LTD.

By: /s/ *"John Ekwuyasi"*
Name: John Ekwuyasi
Title: Director

RACKLA METALS INC.

By: /s/ "*Simon Ridgway*"
Name: Simon Ridgway
Title: Chief Executive Officer

	/s/ *"Mohamed Abu Al Khalil"*
Witness	**Mohamed Abu Al Khalil**
	/s/ *"Wade Cherwayko"*
Witness	**Wade Cherwayko**

SCHEDULE "A"
Vendors and Ownership of Ordinary Shares

SHAREHOLDER	NUMBER OF ORDINARY SHARES
Mohamed Abu Al Khalil	500
Wade Cherwayko	500

SCHEDULE "B"

SHARE TRANSFER FORM

I, ____________________, of ______________________________________ (hereinafter called **"the Transferor"**)

For value received do hereby transfer to

RACKLA METALS INC.

of

200 BURRARD STREET, SUITE 650
VANCOUVER, BRITISH COLUMBIA
V6C 3L6

(hereinafter called "**the Transferee**"), ____________ ordinary shares in the capital of Golden Mining Ltd., a company incorporated under the laws of the Republic of Seychelles (**"the Company"**).

TO HOLD UNTO the said Transferee and its successor(s)-in-title and assign(s) **SUBJECT** to the several conditions on which we held the same immediately before the execution hereof, and we, the said Transferee, do hereby agree to accept and take the said shares, **SUBJECT** to the conditions aforesaid and the Memorandum and Articles of Association of the Company.

IN WITNESS WHEREOF this share transfer has been executed this ……. day of ………………. 2021

Signed, sealed and delivered
by the within named Transferor

____

In the presence of:

Signature of Witness: __________________

Name: ______________________________

Address: ____________________________

Occupation: __________________________

The Common Seal
of the within-named Transferee
was hereunto affixed in the presence of:

____________________	_______________________
[Name]	**[Name]**
[Director]	**[Director]**

SCHEDULE 1.1(a)
Consents and Approvals

Purchaser Consents and Approvals

1. TSXV approval

Vendors and Company Consents and Approvals

1. None.

SCHEDULE 2.3
Payment of Purchase Price

VENDOR	**NUMBER OF CONSIDERATION SHARES PURSUANT TO SECTION 2.3(A)**	**NUMBER OF CONSIDERATION SHARES PURSUANT TO SECTION 2.3(B)**
Mohamed Abu Al Khalil	4,000,000	1,500,000
Wade Cherwayko	4,000,000	1,500,000

SCHEDULE 3.1(k)
Material Contracts

1. Share Purchase Agreement between Golden Square Equity Partners Limited, Casa Mining Ltd. and the Company dated as of the date hereof.

2. Debt Settlement Agreement between ARC Minerals Limited and the Company dated as of the date hereof.

SCHEDULE 3.1(ee)
Directors and Officers

Directors

Mohamed Abu Al Khalil
John Ekwuyasi

Officers

Mohamed Abu Ali Khalil – Managing Director