SHARE EXCHANGE AGREEMENT

Made as of the 15th day of March, 2023

Between

LIPARI DIAMOND MINES LTD.

and

ALL OF THE SHAREHOLDERS OF LIPARI DIAMOND MINES LTD. NAMED ON SCHEDULE "A" ATTACHED HERETO

and

GOLDEN SHARE RESOURCES CORPORATION

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SHARE EXCHANGE AGREEMENT

This Agreement is made as of the 15th day of March, 2023, between

LIPARI DIAMOND MINES LTD.
a company incorporated under the laws of the Province of British Columbia
("**Lipari**")

and

ALL OF THE SHAREHOLDERS OF LIPARI DIAMOND MINES LTD. NAMED ON SCHEDULE "A" ATTACHED HERETO
(the "**Lipari Shareholders**")

and

GOLDEN SHARE RESOURCES CORPORATION
a corporation incorporated under the laws of Canada
("**GSH"**)

WHEREAS the Lipari Shareholders are the registered owners of 25,000,000 common shares of Lipari (each, a "**Purchased Share**" and collectively, the "**Purchased Shares**");

AND WHEREAS GSH is a reporting issuer in each of the Provinces of Canada whose common shares are listed on the TSX Venture Exchange;

AND WHEREAS GSH, Lipari and the Lipari Shareholders wish to enter into this agreement in respect of the exchange of securities on the terms and conditions herein contained;

AND WHEREAS GSH intends to acquire all of the Lipari Shares issued and outstanding at the Closing Time in exchange for the issuance of the Consideration Shares (as defined below) to all of the Lipari Shareholders (the "**Share Exchange**");

AND WHEREAS following such transactions, GSH will directly own all of the Lipari Shares;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows.

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

For all purposes of this Agreement the following capitalized terms shall have the meanings set forth in this Article 1:

"**Aboriginal Peoples**" means any native peoples who have a right or interest in or to any mineral property in which the LML, Sopemi, MMC, Newco or GSH, as applicable, holds an interest, that is dependent upon constitutional or other lawful non-contractual rights or powers.

"**Affiliate**" of an entity means any Person directly or indirectly controlling, controlled by or under direct or indirect common control with such entity.

"**Applicable Securities Laws**" means the securities laws, the regulations, rules, rulings and orders in the Provinces of Canada, the applicable policy statements issued by the securities regulators in the Provinces of Canada.

"**Articles**" means the certificate and articles of incorporation (as amended), constitution, operating agreement, joint venture or partnership agreement or articles or other constituting document of any Person other than an individual, each as from time to time amended or modified.

"**Assets**" with respect to any Person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, tangible or intangible, choate or inchoate, absolute, accrued, contingent, fixed or otherwise, and, in each case, wherever situated), including Intellectual Property and including any goodwill related thereto, operated, owned or leased by or in the possession of such Person and, in respect of Lipari, the Lipari Properties and all samples, drill core, geological and geophysical data and information relating to the Lipari Properties and, in respect of GSH, the GSH Properties and all samples, drill core, geological and geophysical data and information relating to the GSH Properties..

"**Auditors**" means such firm of chartered professional accountants as a company may have appointed or may from time to time appoint as auditors of such company.

"**Business Day**" means a day, excluding Saturday and Sunday, on which banking institutions are open for business in Toronto, Ontario.

"**Closing**" means the closing of the exchange of securities between the Lipari Shareholders and GSH pursuant to the terms of this Agreement.

"**Closing Date**" means such date as Lipari and GSH shall determine.

"**Closing Time**" means 8:00 a.m. (Toronto time) on the Closing Date.

"**Consideration Shares**" means the GSH Shares to be issued to holders of Lipari Shares pursuant to Section 2.1.

"**Contract**" means all agreements, contracts or commitments of any nature, written or oral, including, for greater certainty and without limitation, leases, purchase agreements, manufacturing, supply and distribution agreements, loan documents and security documents.

"**control**" in respect of a Person (including the terms "**controlled by**" and "**under common control with**") means the possession, directly or indirectly, or the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or by other arrangement.

"**Disclosure Documents**" has the meaning ascribed thereto in Section 5.1(6).

"**Distribution**" means: (a) the declaration or payment of any dividend in cash, securities or property on or in respect of any class of securities of the Person or its Subsidiaries; (b) the purchase, redemption or other retirement of any securities of the Person or its Subsidiaries, directly or indirectly; or (c) any other distribution on or in respect of any class of securities of the Person or its Subsidiaries.

"**Dollars**" and "**$**" means Canadian dollars, unless otherwise specified.

"**DRS**" means Direct Registration System, which allows registered securities to be held in electronic form.

"**Environmental Laws**" means all applicable Laws relating to the protection of human health and safety, the environment or natural environment (as defined in all such Laws including air, surface water, ground water, land surface, soil, and subsurface strata), or hazardous or toxic substances or wastes, pollutants or contaminants.

"**Financing**" means a private placement of Lipari Shares (or subscription receipts convertible into LDM Shares) at an anticipated price of $1.36 per security, for gross proceeds of a minimum of $6,800,000 and a maximum of $34,000,000.

"**Government Official**" means any (a) official, officer, employee, or representative of, or any Person acting in an official capacity for or on behalf of, any Governmental Entity, (b) salaried political party official, elected member of political office or candidate for political office, or (c) company, business, enterprise or other entity owned or controlled by any Person described in the foregoing clauses.

"**Governmental Authority**" means any governmental authority and includes, without limitation, any national or federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity or agency exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing.

"**Governmental Entity**" means any (a) multinational, federal, provincial, territorial, 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; (b) subdivision, agent, commission, board, or authority of any of the foregoing; (c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under, or for the account of its members or any of the above, including any stock exchange; or (d) any arbitrator exercising jurisdiction over the affairs of the applicable Person, asset, obligation or other matter.

"**GSH Assets**" means the Assets of GSH.

"**GSH Business**" means the acquisition and exploration of mineral property assets.

"**GSH Consolidation**" means the consolidation of the GSH Shares on the basis of one new GSH Share for every ten (10) old GSH Shares.

"**GSH Financial Statements**" means the audited financial statements of GSH for the years ended December 31, 2021 including the report of the auditors thereon and the unaudited interim financial statements of GSH for the three and nine months ended September 30, 2022, as disclosed by GSH on SEDAR.

"**GSH Material Contracts**" has the meaning ascribed thereto in Section 5.1(22).

"**GSH Options**" means the 1,770,000 options with an exercise price of $0.20 and 2,000,000 options with an exercise price of $0.07 entitling the holders thereof to acquire GSH Shares granted pursuant to the GSH Stock Option Plan as of the date hereof.

"**GSH Properties**" means the Ogoki Diamond Project and Petawanga & Kagiami VMS Projects as described on Schedule "B".

"**GSH Shares**" means the common shares in the capital of GSH.

"**GSH Shareholders**" means the holders of GSH Shares.

"**GSH Stock Option Plan**" means the stock option plan of GSH, under which options to purchase up to 10% of the issued and outstanding GSH Shares may be issued in accordance with the policies of the TSXV.

"**GSH Technical Report**" means the report entitled Band-Ore Property, Northwestern Ontario dated September 30, 2021 and prepared by Ian Trinder, M.Sc., P.Geo.

"**GSH Warrants**" means 500,000 common share purchase warrants each entitling the holder thereof to acquire one GSH Share at an exercise price of $0.20 at any time on or before May 18, 2023 and 2,500,000 common share purchase warrants each entitling the holder thereof to acquire one GSH Share at an exercise price of $0.08 at any time on or before December 19, 2023.

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board as applicable in Canada

"**Income Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time.

"**Indebtedness**" means all obligations, contingent (to the extent required to be reflected in financial statements prepared in accordance with IFRS) and otherwise, which in accordance with IFRS should be classified on the obligor's balance sheet as liabilities, including without limitation, in any event and whether or not so classified: (a) all debt and similar monetary obligations, whether direct or indirect; (b) all liabilities secured by any mortgage, pledge, security interest, lien, charge or other encumbrance existing on property owned or acquired subject thereto, whether or not the liability secured thereby shall have been assumed; (c) all agreements of guarantee, support, indemnification, assumption or endorsement and other contingent obligations whether direct or indirect in respect of Indebtedness or performance of others, including any obligation to supply funds to or in any manner to invest in, directly or indirectly, the debtor, to purchase Indebtedness, or to assure the owner of Indebtedness against loss, through an agreement to purchase goods, supplies or services for the purpose of enabling the debtor to make payment of the Indebtedness held by such owner or otherwise; (d) obligations to reimburse issuers of any letters of credit; and (e) capital leases.

"**Intellectual Property**" means any registered or unregistered trade-marks and trade-mark applications, trade names, certification marks, patents and patent applications, copyrights, domain names, industrial designs, trade secrets, know-how, formulae, processes, inventions, technical expertise, research data and other similar property, all associated registrations and applications for registration, and all associated rights, including moral rights.

"**Intellectual Property Rights**" has the meaning ascribed thereto in Section 5.1(25).

"**Laws**" mean all federal, provincial, state, municipal or local laws, rules, regulations, statutes, by-laws, ordinances, policies or orders of any federal, provincial, state, regional or local government or any subdivision thereof or any arbitrator, court, administrative or regulatory agency, commission, department, board or bureau or body or other government or authority or instrumentality or any entity or Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"**Lien**" means: (a) any encumbrance, mortgage, pledge, hypothec, prior claim, lien, charge or other security interest of any kind upon any property or assets of any character, or upon the income or profits therefrom; (b) any acquisition of, or agreement to have an option to acquire, any property or assets upon conditional sale or other title retention agreement, device or arrangement (including a capitalized lease); or (c) any sale, assignment, pledge or other transfer for security of any accounts, general intangibles or chattel paper, with or without recourse.

"**Lipari**" means Lipari Diamond Mines Ltd., a company incorporated under the laws of the Province of British Columbia.

"**Lipari Assets**" means the Assets of Lipari.

"**Lipari Business**" means the acquisition, exploration, evaluation and development of mineral properties both directly and through its subsidiaries.

"**Lipari Debenture**" means the US$3,850,000 convertible debenture issued to B.H. Diamonds ME DMCC by Lipari with such debenture being convertible into common shares of Lipari at a price of that is equal to the purchase price of the securities to be issued pursuant to the Financing.

"**Lipari Financial Statements**" means, collectively, the audited financial statements of Lipari Mineração Ltda. for the financial periods ended December 31, 2021 and 2020; including the report of the auditors thereon and the unaudited interim financial statements of Lipari for the three and nine months ended September 30, 2022 as provided to GSH.

"**Lipari Material Contract**" has the meaning set forth in Section 3.1(18).

"**Lipari Properties**" means the mineral properties of Lipari as set forth on Schedule "B".

"**Lipari Shareholders**" means the holders of all the Lipari Shares as of the Closing Time.

"**Lipari Shares**" means, collectively, the issued and outstanding common shares of Lipari.

"**Lipari Subsidiaries**" means SOPEMI-Sociedade de Pesquisa e Exploração Mineira, S.A., a corporation organized under the laws of Angola which is wholly-owned by Lipari; Lipari Mineração Ltda., a corporation organized under the laws of Brazil which is wholly-owned by Lipari; Mineração Montes Claros Ltda., a corporation organized under the laws of Brazil which is wholly-owned by Lipari; TCHITENGO MINING – Sociedade de Pesquisa e Exploração Mineira, Limitada, a corporation organized under the laws of Angola which is owned as to 75% by SOPEMI and 25% by Endiama Mining, Limitada; and Sopemi Holdings Limited, a corporation incorporated in the Ajman Free Zone of the United Arab Emirates Government which is wholly-owned by Lipari (and which will ultimately hold the 75% interest in TCHITENGO MINING – Sociedade de Pesquisa e Exploração Mineira, Limitada).

"**Lipari Technical Reports**" means the report entitled Technical Report for the Tchitengo Diamond Project, Lunda Provinces, Northeast Angola dated June 14, 2022 and prepared by Herman Grütter, P.Geo., PhD, SRK Consulting (Canada) Inc., the report entitled Independent Technical Report for the Braúna Diamond Project, Brazil dated April 15, 2022 and prepared by Cliff Revering, P.Eng and Kimberley Webb, M.Sc., P.Geo., SRK Consulting (Canada) Inc., and the report entitled Preliminary Economic Assessment and Technical Report for the Braúna Mine, Bahia State, Brazil dated November 25, 2022 and prepared by Carl Kotmeier, P.Eng, MBA, SRK Consulting (Canada) Inc.

"**Material Adverse Change**" or "**Material Adverse Effect**" with respect to GSH or Lipari, as the case may be, means any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision by the board of directors is probable), event, violation, inaccuracy, circumstance or effect that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, financial condition or results of operations of GSH or Lipari, as the case may be, on a consolidated basis, other than any such Material Adverse Change or Material Adverse Effect resulting from changes in the economy in general or to GSH's or Lipari's industry, as the case may be, in particular, provided that such changes do not affect GSH or Lipari, as the case may be, in a manner disproportionate to the other participants in such industry.

"**Mining Rights**" has the meaning set forth in Section 3.1(25).

"**Ordinary Course of Business**" means activities that are routine or that occur with regularity in the ordinary course of the business of Lipari or GSH, as applicable, and in a manner consistent with the usual custom and past practice of Lipari or GSH, as applicable.

"**Permits**" means, in respect of a person, all permits, certificates, licences, variances, qualifications, exemptions, orders, approvals and other authorizations of all Governmental Authorities or other third parties necessary for the lawful conduct of the business of the person or any of its Subsidiaries.

"**Permitted Liens**" means:

(a) undetermined or inchoate Liens and charges incidental to construction, maintenance or operations or otherwise relating to the Ordinary Course of Business which have not at the time been filed pursuant to law;

(b) Liens for taxes and assessments for the then current year, Liens for taxes and assessments not at the time overdue, Liens securing worker's compensation assessments and Liens for specified taxes and assessments which are overdue (and which have been disclosed to the other parties to this Agreement) but the validity of which is being contested at the time in good faith, if the Person shall have made on its books provision reasonably deemed by it to be adequate therefor;

(c) cash or governmental obligations deposited in the Ordinary Course of Business in connection with contracts, bids, tenders or to secure worker's compensation, unemployment insurance, surety or appeal bonds, costs of litigation, when required by law, public and statutory obligations, Liens or claims incidental to current construction, and mechanics', warehousemen's, carriers' and other similar Liens;

(d) all rights reserved to or vested in any governmental body by the terms of any lease, licence, franchise, grant or permit held by it or by any statutory provision to terminate any such lease, licence, franchise, grant or permit or to require annual or periodic payments as a condition of the continuance thereof or to distrain against or to obtain a Lien on any of its property or assets in the event of failure to make such annual or other periodic payments; and

(e) Purchase Money Obligations.

"**Person**" means an individual, partnership, corporation, association, trust, joint venture, unincorporated organization and any government, governmental department or agency or political subdivision thereof.

"**Purchase Money Obligations**" means Indebtedness of a debtor, reflected in the debtor's financial statements, and incurred or assumed to finance the purchase or acquisition, in whole or in part, of any tangible real or personal property or incurred to finance the cost, in whole or in part, of the construction or installation of any tangible personal property, provided, however, that such Indebtedness is incurred or assumed at the time of or within 30 days after the purchase of such property or the completion of such construction or installation, as the case may be, and includes any extension, renewal or refinancing of any such Indebtedness so long as the principal amount thereof outstanding at the date of such extension, renewal or refinancing is not increased.

"**Purchased Shares**" has the meaning given to such term in the recitals to this Agreement.

"**Resulting Issuer**" means GSH upon completion of the transactions contemplated herein.

"**Resulting Issuer Shares**" means the common shares in the capital of the Resulting Issuer.

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval.

"**Share Exchange**" means the share exchange of Lipari Shares for GSH Shares, all as provided for herein, pursuant to which GSH will directly and indirectly own all of the Lipari Shares.

"**Subsidiary**" shall have the same meaning as the term "subsidiary companies" in the *Securities Act* (Ontario).

"**Tax**" or "**Taxes**" means all taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, value added, capital, capital gains, alternative net worth, transfer, profits, withholding, payroll, employer health, employer safety, workers compensation, excise, immovable property and moveable property taxes, and any other taxes, customs duties, fees, assessments or similar charges in the nature of a tax including Canada Pension Plan, Social Security and provincial plan contributions and workers compensation premiums, together with any interest, fines and penalties imposed by any governmental authority (including federal, provincial, municipal and foreign governmental authorities), and whether disputed or not.

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

Section 1.2 Hereof, Herein, etc.

The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified herein, the term "or" has the inclusive meaning represented by the term "and/or" and the term "including" is not limiting. All references as to "Sections", "Subsections", "Articles", "Schedules" and "Exhibits" shall be to Sections, Subsections, Articles, Schedules and Exhibits, respectively, of this Agreement unless otherwise specifically provided.

Section 1.3 Computation of Time Periods

In the computation of periods of time from a specified date to a later specified date, unless otherwise specified herein, the words "commencing on" mean "commencing on and including", the word "from" means "from and including" and the words "to" and "until" each means "to and including" and “until and including”.

ARTICLE 2 AGREEMENT TO EXCHANGE

Section 2.1 Issuance of Consideration Shares

(1) Purchase of Lipari Shares from Lipari Shareholders:

(a) Subject to all of the terms and conditions hereof and in reliance on the representations and warranties set forth or referred to herein, at the Closing Time the Lipari Shareholders severally agree to exchange, transfer and assign all of their Purchased Shares to GSH on the basis of 2.21678892 post-GSH Consolidation GSH Shares (the "**Consideration Share**s") for each Purchased Share (the "**Exchange Ratio**").

(b) The exchange, transfer and assignment of Lipari Shares for the Consideration Shares shall proceed for all, and not less than all, of the issued and outstanding Lipari Shares at the Closing Time.

(c) The outstanding convertible securities of Lipari will become exchangeable for securities of GSH in accordance with their terms following completion of the Share Exchange.

Section 2.2 Purchase of Entire Interest.

It is the understanding of the parties hereto that this Agreement shall provide for the purchase of all of the Lipari Shares that are owned or held by the Lipari Shareholders at the Closing Time, whether the same are owned as at the date hereof or are acquired after the date hereof (including pursuant to the Financing), and Lipari therefore covenants and agrees with GSH that if, prior to the Closing Date, any person acquires any further shares or securities of Lipari or rights to acquire any shares or securities of Lipari (including pursuant to the Financing), in addition to those set forth in this Agreement, then such shares or securities of Lipari shall be issued subject to the purchaser of such shares or securities agreeing to be bound by the terms of this Agreement.

Section 2.3 Restrictions on Securities

The parties acknowledge and agree that the Consideration Shares to be issued to the Lipari Shareholders pursuant to Section 2.1 hereof will be subject to compliance with restrictions on transfer under Applicable Securities Laws.

Section 2.4 Closing and Delivery of Certificates

(a) The Closing shall take place at the Toronto offices of Fogler, Rubinoff LLP, Suite 3000, 77 King Street West, Toronto, Ontario, M5K 1G8, at the Closing Time on the Closing Date, or as Lipari and GSH may otherwise agree.

(b) Subject to compliance with the terms of this Agreement, GSH shall, or shall cause its transfer agent to, deliver to each Lipari Shareholder at the Closing Time certificates or DRSs registered in the name of such Lipari Shareholder (or as such Lipari Shareholder may direct prior to the Closing Date) representing such number of Consideration Shares as set forth on Schedule "A".

Section 2.5 Escrow

The Lipari Shareholders acknowledge that, depending on the size of their holdings and their relationship to Lipari and GSH, the Consideration Shares acquired by them pursuant to this Agreement may be escrowed pursuant to the policies of the TSXV and such Lipari Shareholders covenant to take all steps to comply with such policies.

Section 2.6 Effective Date

(a) The exchange of Lipari Shares for the Consideration Shares shall take effect at the Closing Time.

(b) Any Distributions received in respect of the Lipari Shares by the Lipari Shareholders from and after the Closing Time shall be held by them in trust for GSH and shall, upon receipt, be paid to GSH forthwith and GSH shall be entitled to all Distributions in respect of the Lipari Shares accrued or accruing to the Lipari Shareholders from and after the Closing Time.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF LIPARI

In order to induce GSH to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Lipari hereby represents and warrants as at the date hereof and as at the Closing Time as follows to and in favour of GSH and acknowledges that GSH is relying upon such representations and warranties in connection with the Share Exchange. Where applicable, references in this Article 3 to Lipari include the Lipari Subsidiaries such that to the extent applicable representations are being given in respect of all entities:

Section 3.1 Representations and Warranties

(1) Lipari and each of the Lipari Subsidiaries are corporations incorporated and validly existing under the laws of the jurisdiction of their incorporation and have all requisite corporate power and corporate authority and is duly qualified and holds all material Permits, licences, registrations, qualifications, consents and authorizations necessary or required to carry on the Lipari Business as now conducted and to own, lease or operate their Assets and none of Lipari, the Lipari Subsidiaries nor, to the knowledge of Lipari, any other Person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing the dissolution or winding up of Lipari or the Lipari Subsidiaries, and Lipari has all requisite corporate power and corporate authority to enter into this Agreement and to carry out its obligations hereunder.

(2) The authorized capital of Lipari consists of an unlimited number of Lipari Shares, of which 25,000,000 Lipari Shares are issued and outstanding as at the date hereof as fully paid and non-assessable shares in the capital of Lipari.

(3) Other than the Lipari Subsidiaries, Lipari has no direct or indirect Subsidiaries or any investment in any Person or any agreement, option or commitment to acquire any such investment and all of the outstanding shares of the Lipari Subsidiaries are owned as set out in the definition of the Lipari Subsidiaries.

(4) Other than the Lipari Debenture, neither Lipari nor the Lipari Subsidiaries have any outstanding agreements, subscriptions, warrants, options or commitments (pre-emptive, contingent or otherwise), nor have they granted any rights or privileges capable of becoming an agreement, subscription, warrant, option or commitment, obligating Lipari or the Lipari Subsidiaries to offer, sell, repurchase or otherwise acquire, transfer, pledge or encumber any shares in the capital of Lipari or the Lipari Subsidiaries, or other securities, nor are there outstanding any securities or obligations of any kind convertible into or exercisable or exchangeable for any capital stock of Lipari or the Lipari Subsidiaries. Other than the Lipari Debenture, there are no outstanding bonds, debentures or other evidences of Indebtedness of Lipari having the right to vote or that are exchangeable or convertible for or exercisable into securities having the right to vote with Lipari Shareholders on any matter as of the date hereof.

(5) Lipari is and has been conducting the Lipari Business in compliance in all material respects with all applicable laws and regulations of each jurisdiction in which it carries on the Lipari Business and Lipari has not received and is not aware of a notice of material non-compliance with respect to such business, and, to the knowledge of Lipari, there are no facts that would give rise to a notice of material non-compliance with any such laws and regulations.

(6) No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any third party or Governmental Authority is required by or with respect to Lipari in connection with the execution and delivery of this Agreement by Lipari, the performance of its obligations hereunder, the completion of the Share Exchange or the consummation by Lipari of the transactions contemplated hereby but approval of Agência Nacional de Recursos Minerais in Angola will be required for the proposed transfer of the 75% interest in TCHITENGO MINING – Sociedade de Pesquisa e Exploração Mineira, Limitada to Sopemi Holdings Limited.

(7) Each of the execution and delivery of this Agreement, the performance by Lipari of its obligations hereunder and the consummation of the transactions contemplated in this Agreement, including the Share Exchange, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both), (i) any law, statute, rule or regulation or any Permit applicable to Lipari or the Resulting Issuer, as applicable, including Applicable Securities Laws; (ii) the constating documents, by-laws or resolutions of Lipari which are in effect as at the date hereof; (iii) any mortgage, note, indenture, contract, agreement, joint venture, partnership, instrument, lease or other document to which Lipari is a party or by which it is bound; or (iv) any judgment, decree or order binding Lipari or its Assets.

(8) This Agreement has been duly authorized and executed by Lipari and constitutes a valid and binding obligation of Lipari and is enforceable against Lipari in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.

(9) Other than this Agreement, Lipari is not currently a party to any agreement (whether binding or non-binding) in respect of: (i) the purchase or option of any of its Assets or any interest therein or (ii) the sale, transfer, option or other disposition of any of its Assets or any interest therein currently owned, directly or indirectly, by Lipari whether by asset sale, transfer of shares or otherwise; or (ii) the change of control of Lipari (whether by sale or transfer of shares or otherwise).

(10) The Lipari Financial Statements have been prepared in accordance with IFRS consistently applied throughout the periods referred to therein and present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise as required by IFRS) of Lipari as at such dates and the results of its operations and its cash flows for the periods then ended and contain and reflect adequate provisions for all reasonably anticipated liabilities, expenses and losses of Lipari in accordance with IFRS and there has been no change in accounting policies or practices of Lipari since December 31, 2021.

(11) All Taxes due and payable or required to be collected or withheld and remitted, by Lipari have been paid, collected or withheld and remitted as applicable, except for where the failure to pay such Taxes would not have a Material Adverse Effect. Except to the extent that failure to do so would not have a Material Adverse Effect, all tax returns, declarations, remittances and filings required to be filed by Lipari have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of Lipari, no examination of any tax return of Lipari is currently in progress by any Governmental Authority and there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by Lipari. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to Lipari.

(12) Lipari has established on its books and records reserves that are adequate for the payment of all material Taxes not yet due and payable and there are no Liens for Taxes on the Assets of Lipari, and there are no audits pending of the tax returns of Lipari (whether federal, state, provincial, local or foreign) and there are no claims which have been asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any Governmental Authorities of any deficiency that would result in a Material Adverse Effect.

(13) No holder of outstanding securities in the capital of Lipari is entitled to any pre-emptive or any similar rights to subscribe for any Lipari Shares or other securities of Lipari and no rights to acquire, or instruments convertible into or exchangeable for, any securities in the capital of Lipari are outstanding other than the Lipari Debenture.

(14) The Assets of Lipari and the business and operations thereof are insured against loss or damage with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in a comparable business in comparable circumstances, such coverage is in full force and effect and Lipari has not failed to promptly give any notice or present any material claim thereunder.

(15) No legal, regulatory or governmental actions, suits, litigation, judgments, investigations or proceedings are pending to which Lipari, or to the knowledge of Lipari, the directors, officers or employees of Lipari are a party or to which the Assets of Lipari are subject that would result in a Material Adverse Effect and, to the knowledge of Lipari, no such proceedings have been threatened against or are pending with respect to Lipari, or with respect to its Assets and Lipari is not subject to any judgment, order, writ, injunction, decree or award of any Governmental Authority, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

(16) Lipari is not in violation of its constating documents or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any Contract to which it is a party or by which it or its Assets may be bound.

(17) Lipari is duly licensed, registered and qualified, in all material respects, and possesses all material certificates, authorizations, permits or licenses issued by the appropriate regulatory authorities in the jurisdictions necessary to enable its business to be carried on as now conducted, to enable its property and assets to be owned, leased and operated as they are now, and all such

licenses, registrations and qualifications are in good standing, in all material respects and none of such licenses, registrations or qualifications contains any burdensome term, provision, condition or limitation which has or is likely to have any Material Adverse Effect on the Lipari Business, as now conducted or proposed to be conducted.

(18) The material contracts of Lipari (i.e., the "**Lipari Material Contracts**") are as disclosed in Schedule “C”.

(19) All Lipari Material Contracts are in good standing in all material respects and in full force and effect.

(20) Lipari is not, nor to the knowledge of Lipari, is any other party thereto in material default or breach of any Lipari Material Contract and to the knowledge of Lipari, there exists no condition, event or act which, with the giving of notice or lapse of time or both, would constitute a material default or breach under any Lipari Material Contract which would give rise to a right of termination on the part of any other party to a Lipari Material Contract.

(21) Lipari is the sole and exclusive owner of all right, title and interest in and to, or has a valid and enforceable right to use pursuant to a written license, all Intellectual Property Rights reasonably necessary to conduct its business as now conducted or proposed to be conducted. To the knowledge of Lipari, Lipari's Business as now conducted or proposed to be conducted, does not infringe, conflict with or otherwise violate any Intellectual Property Rights of others, and Lipari has not received, and has no reason to believe that it will receive, any notice of infringement or conflict with asserted Intellectual Property Rights of others, or any facts or circumstances which would render any Intellectual Property Rights invalid or inadequate to protect the interest of Lipari therein. To the knowledge of Lipari, there is no infringement by third parties of any Intellectual Property Rights owned by Lipari. There is no pending or, to the knowledge of Lipari, threatened action, suit, proceeding or claim relating to Intellectual Property Rights owned by Lipari. Lipari is not a party to or bound by any options, licenses or agreements with respect to the Intellectual Property Rights of any other person or entity. All licenses for Intellectual Property Rights owned or used by Lipari are valid, binding upon and enforceable by or against Lipari and, to Lipari’s knowledge, against the parties thereto in accordance with their terms. To the knowledge of Lipari, none of the technology employed by Lipari has been obtained or is being used by Lipari in violation of any contractual obligation binding on Lipari or, to Lipari’s knowledge, any of its officers, directors or employees or otherwise in violation of the rights of any third party. Lipari does not have knowledge of any claims of third parties to any ownership interest or Lien with respect to Lipari’s or its licensors’ Intellectual Property. Lipari does not know of any facts which would form a basis for a finding of unenforceability or invalidity of any of the Intellectual Property of Lipari. Lipari has taken all commercially reasonable steps to protect, maintain and safeguard its rights in all material Intellectual Property Rights, including the execution of appropriate assignment, non-disclosure and confidentiality agreements.

(22) Other than as disclosed in Schedule "D", Lipari does not occupy any premises as tenant for the conduct of the Lipari Business.

(23) All assessments or other work required to be performed in relation to the material mining claims of Lipari in order to maintain Lipari’s interest therein, if any, have been performed to date and Lipari has complied in all material respects with all applicable governmental laws, regulations

and policies in this connection as well as with regard to legal, contractual obligations to third parties in this connection. All such mining claims are in good standing in all material respects as of the date of this Agreement.

(24) To Lipari's knowledge, all mining operations on the properties of Lipari have been conducted in all material respects in accordance with good mining and engineering practices and all applicable material workers' compensation and health and safety and workplace laws, regulations and policies have been complied with in all material respects.

(25) Lipari holds rights recognized in the jurisdiction in which each Lipari Property is located (collectively, "**Mining Rights**") in respect of the mineral rights located on the Lipari Properties under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit Lipari to explore for mineral deposits relating thereto, free and clear of any Liens, charges or encumbrances and no material commission, royalty, licence fee or similar payment to any person with respect to the Lipari Properties is payable, other than (i) a 1% royalty payable to Osisko Gold Royalties and a 0.5% royalty payable to VOX Royalty Corp. each in respect of the Brauna property and (ii) standard government royalties applicable to the Lipari Properties (Brazil 2% and Angola 5%).

(26) Other than (a) such exceptions as are not material to it and (b) Liens in respect of two lines of credit as listed on Schedule F: (i) Lipari is the absolute legal and beneficial owner of all of the material Assets of Lipari, including, without limitation, the Lipari Properties and any other claims, exploration permits, concessions, licences, rights, leases or other instruments conferring the rights and all other interests in natural resource properties held by Lipari, in each case, free of all mortgages, Liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever; (ii) no other material property rights are necessary for the conduct of current business of Lipari in respect of the properties Lipari currently holds; and (iii) there are no material restrictions on the ability of Lipari to use, transfer or otherwise exploit any such property rights, and Lipari does not know of any claim or basis for a claim that may materially adversely affect such rights.

(27) All material Mining Rights in which Lipari holds an interest or right have been validly registered and recorded in accordance in all material respects with all applicable laws and are valid and subsisting; Lipari has all necessary surface rights, access rights and other necessary rights and interests in respect of the Lipari Properties and any other of its properties granting Lipari the right to explore for minerals, ore and metals for development or production purposes as are appropriate or applicable in view of the use made and the rights and interest therein of Lipari, with only such exceptions as do not materially interfere with the use made by Lipari of the rights or interests so held and each of the proprietary interests or rights and each of the documents, agreements and instruments and obligations relating thereto referred to above is currently in good standing in the name of Lipari

(28) There has been no claim made by any Aboriginal Peoples, nor to the knowledge of Lipari after due inquiry is there any basis therefor, with respect to any right or interest in or to any mineral property in which Lipari holds an interest.

(29) Any and all of the agreements and other documents and instruments pursuant to which Lipari holds the Lipari Properties are valid and subsisting agreements, documents or instruments

in full force and effect, enforceable in accordance with the terms thereof, Lipari is not in material default of any of the material provisions of any such agreements, documents or instruments, nor to Lipari's knowledge, has any such default been alleged, and such properties and jurisdictions in which they are situated, all leases, rights, licenses, decrees and claims pursuant to which Lipari derives the interests thereof in such Assets are in good standing and there has been no material default under any such lease, right, license, decree or claim and all taxes and fees required to be paid with respect to such Assets to the date hereof have been paid.

(30) Any and all operations of Lipari, and to the best of the Lipari's knowledge, information and belief, any and all operations by predecessors, on or in respect of the Assets of Lipari have been conducted substantially in accordance with good mining and engineering practices and all applicable material workers’ compensation and health and safety and workplace laws, regulations and policies have been complied with in all material respects.

(31) Schedule "F" sets forth a list of all employees, officers, directors and consultants to Lipari as well as all arrangements for compensation and/or benefits paid to such individuals.

(32) Lipari is in compliance with all laws and regulations respecting employment and employment practices, terms and conditions of employment, pay equity and wages, except where such non-compliance would not constitute an adverse material fact concerning Lipari or result in an adverse material change to Lipari, and has not and is not engaged in any unfair labour practice, there is no labour strike, dispute, slowdown, stoppage, complaint or grievance pending or, to the best of the knowledge of Lipari after due inquiry, threatened against Lipari, no union representation question exists respecting the employees of Lipari and no collective bargaining agreement is in place or currently being negotiated by Lipari, Lipari has not received any notice of any unresolved matter and there are no outstanding orders under any employment or human rights legislation in any jurisdiction in which Lipari carries on business or has employees, no employee has any agreement as to the length of notice required to terminate his or her employment with Lipari in excess of twelve months or equivalent compensation and all benefit and pension plans of Lipari are funded in accordance with applicable laws and no past service funding liability exist thereunder.

(33) Each material plan for retirement, bonus, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, pension, incentive or otherwise contributed to, or required to be contributed to, by Lipari for the benefit of any current or former officer, director, employee or consultant of Lipari has been maintained in material compliance with the terms thereof and with the requirements prescribed by any and all statutes, orders, rules, policies and regulations that are applicable to any such plan.

(34) All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and payments for any plan for any officer, director, employee or consultant of Lipari have been accurately reflected in the books and records of Lipari.

(35) None of the directors, officers or employees of Lipari or any associate or affiliate of any of the foregoing has any material interest, direct or indirect, in any material transaction or any

proposed material transaction with Lipari that materially affects, is material to or will materially affect Lipari.

(36) The minute books of Lipari and the Lipari Subsidiaries are complete and accurate in all material respects.

(37) There is no Person acting at the request or on behalf of Lipari that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by this Agreement.

(38) Lipari is in compliance, in all material respects, with all Environmental Laws.

(39) Lipari has not received any notice of, or been prosecuted for an offence alleging non-compliance with any Environmental Law. There are no orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the Assets of Lipari which are material to Lipari, nor has Lipari received notice of any of the same.

(40) Lipari has not received any notice wherein it is alleged or stated that it is potentially responsible for a federal, provincial, state, municipal or local clean-up site or corrective action under any Environmental Laws and Lipari has not received any request for information in connection with any federal, state, provincial, municipal or local inquiries as to disposal sites.

(41) To the knowledge of Lipari, after due inquiry, there are no pending or proposed changes to Environmental Laws that are likely to have a Material Adverse Effect on Lipari.

(42) To the knowledge of Lipari, after due inquiry, Lipari has not caused or permitted, nor does Lipari have any knowledge of, the release, escape or other disposal, in any manner whatsoever, of hazardous wastes or substances on or from any of its properties (including any leased property) or Asset or facility that it previously owned or leased, or any such release on or from a facility owned or operated by another person but with respect to which Lipari is or may reasonably be alleged to have liability.

(43) Lipari and, to its knowledge, its directors, officers, employees, consultants, representatives and agents have not (i) violated any anti-bribery or anti-corruption laws applicable to them, including but not limited to the *U.S. Foreign Corrupt Practices Act* and *Corruption of Foreign Public Officials Act* (Canada) or Brazilian Federal Law 12.846, enacted on August, 1st, 2013, as amended form time to time, or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is of modest value: (A) to any Government Official, whether directly or through any other Person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity, inducing a Government Official to do or omit to do any act in violation of his or her lawful duties, securing any improper advantage, inducing a Government Official to influence or affect any act or decision of any Governmental Entity, or assisting any representative of Lipari in obtaining or retaining business for or with, or directing business to, any Person; or (B) to any Person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Lipari and, to its

knowledge, its directors, officers, employees, consultants, representatives and agents have not (i) conducted or initiated any review, audit, or internal investigation that concluded Lipari or any director, officer, employee, consultant, representative or agent of Lipari violated such laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Entity responsible for enforcing anti-bribery or anti-corruption laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice, request, or citation from any Person alleging non-compliance with any such laws.

(44) Except as mandated by an applicable Governmental Entity, which mandates have not materially affected Lipari, as at the date hereof, there has been no Material Adverse Effect on the operations of Lipari as a result of the COVID-19 pandemic (the "**COVID-19 Outbreak**"). LML has been monitoring the COVID-19 Outbreak and the potential impact in any of its operations and management believes it has implemented appropriate measures to support the wellness of its employees where Lipari operates while continuing to operate.

(45) Lipari maintains and expects to maintain a good relationship with all Governmental Entities in the jurisdictions in which it carries on business or operations. All such government relationships are intact and mutually cooperative and there exists no condition or state of fact or circumstances in respect thereof, that would prevent Lipari from conducting its business and all activities as currently conducted and there exists no actual or threatened termination, limitation or other adverse modification in any such relationships with such Governmental Entities.

(46) The Lipari Technical Reports comply in all material respects with the requirements of NI 43-101 and Lipari believes that the Lipari Technical Reports are fair and accurate representations of the Braúna Diamond Project and the Tchitengo Diamond Project, respectively as at the date stated therein based upon information available at the time the Lipari Technical Reports were prepared.

(47) Lipari made available to the authors of the Lipari Technical Reports, all information requested by them, which information, to the knowledge of Lipari, did not contain any material misrepresentation at the time such information was so provided.

(48) No representation or warranty by Lipari in this Agreement or any document furnished or to be furnished by Lipari to GSH in accordance with this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

Section 3.2 Survival of Representations and Warranties

The representations and warranties of Lipari contained in this Agreement shall survive the execution and delivery of this Agreement and shall terminate on the earlier of (i) the termination date of this Agreement in accordance with its terms and (ii) the Closing Date.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE LIPARI SHAREHOLDERS

Each Lipari Shareholder severally represents and warrants to GSH as follows (as to itself and not any other Lipari Shareholder):

Section 4.1 Capacity

The Lipari Shareholder has the power and authority to own or hold the Purchased Shares. The Lipari Shareholder has the power and authority to enter into this Agreement and to perform its obligations hereunder.

Section 4.2 Execution and Delivery

This Agreement and any other agreement contemplated by this Agreement has been duly executed and delivered by the Lipari Shareholder and will result in legally binding obligations of the Lipari Shareholder enforceable against it in accordance with the respective terms and provisions hereof and thereof subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

Section 4.3 Corporate Action

The execution and delivery of this Agreement and such other agreements and instruments and the consummation of the transactions contemplated herein have been duly authorized by all necessary corporate action on the part of the Lipari Shareholder, as may be required.

Section 4.4 No Violation

The execution and delivery of this Agreement, the transfer of the Purchased Shares held by the Lipari Shareholder, and the performance, observance or compliance with the terms of this Agreement by the Lipari Shareholder will not violate, constitute a default under, conflict with, or give rise to any requirement for a waiver or consent under:

(a) any provision of law or any order of any court or other governmental agency applicable to the Lipari Shareholder;

(b) the Articles of the Lipari Shareholder, if applicable;

(c) any provision of any agreement, instrument or other obligation to which the Lipari Shareholder is a party or by which the Lipari Shareholder is bound; or

(d) any applicable judgment, writ, decree, order or Laws applicable to the Lipari Shareholder.

Section 4.5 Litigation

There is no pending suit, action, legal proceeding, litigation or governmental investigation of any sort or, to the knowledge of the Lipari Shareholder after due inquiry, threatened or contemplated, which would:

(a) in any manner restrain or prevent the Lipari Shareholder from effectually or legally exchanging the Purchased Shares held by it in accordance with this Agreement;

(b) cause any Lien to be attached to the Purchased Shares held by it;

(c) divest title to the Purchased Shares held by it; or

(d) make GSH or Lipari liable for damages in connection with the transaction contemplated herein.

Section 4.6 Ownership

The Lipari Shareholder is the registered owner of those Purchased Shares set forth opposite the Lipari Shareholder's name on Schedule “A” hereto. The Lipari Shareholder has good and marketable title to the Purchased Shares, free of all mortgages, charges, Liens, pledges, claims, security interests and agreements and other encumbrances of whatsoever nature and no person or entity has any agreement or option or right capable of becoming an agreement or option for the purchase from the Lipari Shareholder of any of the Purchased Shares held by it, and the Lipari Shareholder has good right, full power and absolute authority to sell, transfer and assign all of the Purchased Shares held by it to GSH for the purpose and in the manner as provided for in this Agreement and the Purchased Shares held by it constitute all of the Lipari Shares owned or controlled, directly or indirectly, by the Lipari Shareholder. The Purchased Shares held by the Lipari Shareholder are not subject to any shareholder, pooling, escrow or similar agreements, other than the unanimous shareholders agreement entered into by all Lipari shareholders which shall terminate upon Closing.

Section 4.7 Finders Fees

The Lipari Shareholder has not entered into any agreement that would entitle any person to any valid claim against GSH for a broker's commission, finder's fee, or any like payment in respect of the exchange of the Lipari Shares or any other matters contemplated by this Agreement and, in the event that any Person acting or purporting to act for such Lipari Shareholder establishes a claim for any fee from GSH, such Lipari Shareholder severally covenants to indemnify and hold harmless GSH with respect thereto and with respect to all costs reasonably incurred in the defence thereof.

Section 4.8 Survival of Representations and Warranties

The representations and warranties of each Lipari Shareholder contained in this Agreement shall survive the execution and delivery of this Agreement.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF GSH

In order to induce Lipari and the Lipari Shareholders to enter into this Agreement and to consummate the transactions contemplated by this Agreement, GSH hereby represents and warrants as at the date hereof and as at the Closing Time as follows to and in favour of Lipari and the Lipari Shareholders and acknowledges that Lipari and the Lipari Shareholders are relying upon such representations and warranties in connection with the Share Exchange.

Section 5.1 Representations and Warranties

(1) GSH is a corporation incorporated and validly existing under the laws of Canada and has all requisite corporate power and corporate authority and are duly qualified and hold all material Permits, licences, registrations, qualifications, consents and authorizations necessary or required to carry on the GSH Business as now conducted and to own, lease or operate its Assets and GSH has not nor, to the knowledge of GSH, has any other Person, taken any steps or proceedings, voluntary or otherwise, requiring or authorizing the dissolution or winding up of GSH and GSH, has all requisite corporate power and corporate authority to enter into this Agreement and to carry out its obligations hereunder.

(2) The authorized capital of GSH consists of an unlimited number of GSH Shares, of which 48,186,345 GSH Shares are issued and outstanding as at the date hereof as fully paid and non-assessable shares in the capital of GSH.

(3) GSH has no direct or indirect Subsidiaries, nor any investment in any Person or any agreement, option or commitment to acquire any such investment.

(4) Except for 3,770,000 GSH Options and 3,000,000 GSH Warrants, GSH has no outstanding agreements, subscriptions, warrants, options or commitments (pre-emptive, contingent or otherwise), nor has it granted any rights or privileges capable of becoming an agreement, subscription, warrant, option or commitment, obligating GSH to offer, sell, repurchase or otherwise acquire, transfer, pledge or encumber any shares in the capital of GSH, or other securities, nor are there outstanding any securities or obligations of any kind convertible into or exercisable or exchangeable for any capital stock of GSH. There are no outstanding bonds, debentures or other evidences of Indebtedness of GSH having the right to vote or that are exchangeable or convertible for or exercisable into securities having the right to vote with GSH Shareholders on any matter as of the date hereof.

(5) GSH is a "reporting issuer" as that term is defined under Applicable Securities Laws in each of the provinces of Canada and is not in default of the requirements of the Applicable Securities Laws in such jurisdictions in any material respect and none of the securities commissions of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland; or the TSXV has issued any order preventing the transactions contemplated by this Agreement or the trading of any securities of GSH.

(6) GSH has filed all material documents and information required to be filed by it, whether pursuant to Applicable Securities Laws, with the applicable securities commissions (the "**Disclosure Documents**"), except where non-compliance has not had, and would not reasonably

be expected to have, a Material Adverse Effect, and GSH does not have any confidential filings with any securities authorities. As of the time the Disclosure Documents were filed with the applicable securities regulators and on SEDAR (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing): (i) each of the Disclosure Documents complied in all material respects with the requirements of the Applicable Securities Laws in the jurisdictions where they were filed; and (ii) none of the Disclosure Documents contained any untrue statement of a material fact regarding GSH or omitted to state a material fact regarding GSH required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(7) GSH is and has been conducting the GSH Business in compliance in all material respects with all applicable laws and regulations of each jurisdiction in which it carries on the GSH Business and GSH has not received and is not aware of a notice of material non-compliance with respect to such business, and, to the knowledge of Lipari, there are no facts that would give rise to a notice of material non-compliance with any such laws and regulations.

(8) GSH is in compliance with all policies and requirements of the TSXV.

(9) No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any third party or Governmental Authority is required by or with respect to GSH in connection with the execution and delivery of this Agreement by GSH, the performance of its obligations hereunder or the consummation by GSH of the transactions contemplated hereby other than: (i) the approval of the Share Exchange by the TSXV and the listing of the Resulting Issuer Shares on the TSXV; and (ii) such registrations and other actions required under Applicable Securities Laws as are contemplated by this Agreement.

(10) Each of the execution and delivery of this Agreement, the performance by GSH of its obligations hereunder, the issue of the Resulting Issuer Shares and the consummation of the transactions contemplated in this Agreement, including the Share Exchange do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both), (i) any law, statute, rule or regulation or any Permit applicable to GSH including Applicable Securities Laws; (ii) the constating documents, by-laws or resolutions of GSH which are in effect as at the date hereof; (iii) any mortgage, note, indenture, contract, agreement, joint venture, partnership, instrument, lease or other document to which GSH is a party or by which it is bound; or (iv) any judgment, decree or order binding GSH or its Assets.

(11) This Agreement has been duly authorized and executed by GSH and constitutes a valid and binding obligation of GSH and is enforceable against GSH in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.

(12) Other than this Agreement and the Band-Ore gold property optioned to E2Gold Inc., GSH is not currently a party to any agreement (whether binding or non-binding) in respect of: (i) the purchase or option of any of its Assets or any interest therein or (ii) the sale, transfer, option or

other disposition of any of its Assets or any interest therein currently owned, directly or indirectly, by GSH whether by asset sale, transfer of shares or otherwise; or (iii) the change of control of GSH (whether by sale or transfer of shares or otherwise).

(13) The GSH Financial Statements have been prepared in accordance with IFRS consistently applied throughout the periods referred to therein and present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise as required by IFRS) of GSH as at such dates and the results of its operations and its cash flows for the periods then ended and contain and reflect adequate provisions for all reasonably anticipated liabilities, expenses and losses of GSH in accordance with IFRS and there has been no change in accounting policies or practices of GSH since December 31, 2021.

(14) All Taxes due and payable or required to be collected or withheld and remitted by GSH have been paid, collected or withheld and remitted as applicable, except for where the failure to pay such Taxes would not have a Material Adverse Effect. Except to the extent that failure to do so would not have a Material Adverse Effect, all tax returns, declarations, remittances and filings required to be filed by GSH have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of GSH, no examination of any tax return of GSH is currently in progress by any Governmental Authority and there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by GSH. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to GSH.

(15) GSH has established on its books and records reserves that are adequate for the payment of all material Taxes not yet due and payable and there are no Liens for Taxes on the Assets of GSH, and there are no audits pending of the tax returns of GSH (whether federal, state, provincial, local or foreign) and there are no claims which have been asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any Governmental Authorities of any deficiency that would result in a Material Adverse Effect.

(16) GSH's Auditors are independent public accountants and there has never been any reportable event (within the meaning of National Instrument 51-102) with the present or any former auditors of GSH.

(17) No holder of outstanding securities in the capital of GSH is entitled to any pre-emptive or any similar rights to subscribe for any GSH Shares or other securities of GSH and, other than pursuant to this Agreement, no rights to acquire, or instruments convertible into or exchangeable for, any securities in the capital of GSH are outstanding other than the GSH Options and GSH Warrants.

(18) The Assets of GSH and the business and operations thereof are insured against loss or damage with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in a comparable business in comparable circumstances, such coverage is in full force and effect and GSH has not failed to promptly give any notice or present any material claim thereunder.

(19) No legal, regulatory or governmental actions, suits, litigation, judgments, investigations or proceedings are pending to which GSH, or to the knowledge of GSH, the directors, officers or employees of GSH are a party or to which the Assets of GSH are subject that would result in a Material Adverse Effect and, to the knowledge of GSH, no such proceedings have been threatened against or are pending with respect to GSH, or with respect to its Assets and GSH is not subject to any judgment, order, writ, injunction, decree or award of any Governmental Authority, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

(20) GSH is not in violation of its constating documents or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any Contract to which it is a party or by which it or its Assets may be bound.

(21) GSH is duly licensed, registered and qualified, in all material respects, and possesses all material certificates, authorizations, permits or licenses issued by the appropriate regulatory authorities in the jurisdictions necessary to enable its business to be carried on as now conducted, to enable its property and assets to be owned, leased and operated as they are now, and all such licenses, registrations and qualifications are in good standing, in all material respects and none of such licenses, registrations or qualifications contains any burdensome term, provision, condition or limitation which has or is likely to have any Material Adverse Effect on the GSH Business, as now conducted or proposed to be conducted.

(22) The material contracts of GSH (i.e., the "**GSH Material Contracts**") are as disclosed in Schedule “G”.

(23) All GSH Material Contracts are in good standing in all material respects and in full force and effect.

(24) GSH is not, nor to the knowledge of GSH, is any other party thereto in material default or breach of any GSH Material Contract and to the knowledge of GSH there exists no condition, event or act which, with the giving of notice or lapse of time or both, would constitute a material default or breach under any GSH Material Contract which would give rise to a right of termination on the part of any other party to a GSH Material Contract.

(25) GSH is the sole and exclusive owner of all right, title and interest in and to, or has a valid and enforceable right to use pursuant to a written license, all trademarks, trade names, service marks, patents, patent applications, other patent rights, copyrights, domain names, software, inventions, processes, databases, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) and other similar intellectual property rights, whether registered or unregistered and in any jurisdiction (collectively, "**Intellectual Property Rights**") reasonably necessary to conduct its business as now conducted or proposed to be conducted. To the knowledge of GSH, GSH's Business as now conducted or proposed to be conducted, does not infringe, conflict with or otherwise violate any Intellectual Property Rights of others, and GSH has not received, and has no reason to believe that it will receive, any notice of infringement or conflict with asserted Intellectual Property Rights of others, or any facts or circumstances which would render any Intellectual Property Rights invalid or inadequate to protect the interest of GSH therein. To the knowledge of GSH, there is no infringement by third parties of any Intellectual Property Rights owned by GSH. There is no

pending or, to the knowledge of GSH, threatened action, suit, proceeding or claim relating to Intellectual Property Rights owned by GSH. GSH is not a party to or bound by any options, licenses or agreements with respect to the Intellectual Property Rights of any other person or entity. All licenses for Intellectual Property Rights owned or used by GSH are valid, binding upon and enforceable by or against GSH and, to GSH's knowledge, against the parties thereto in accordance with their terms. To the knowledge of GSH, none of the technology employed by GSH has been obtained or is being used by GSH in violation of any contractual obligation binding on GSH or, to GSH's knowledge, any of its officers, directors or employees or otherwise in violation of the rights of any third party. GSH does not have knowledge of any claims of third parties to any ownership interest or Lien with respect to GSH's or its licensors' Intellectual Property. GSH does not know of any facts which would form a basis for a finding of unenforceability or invalidity of any of the Intellectual Property of GSH. GSH has taken all commercially reasonable steps to protect, maintain and safeguard its rights in all material Intellectual Property Rights, including the execution of appropriate assignment, non-disclosure and confidentiality agreements.

(26) GSH does not occupy any premises as tenant for the conduct of the GSH Business.

(27) All assessments or other work required to be performed in relation to the material mining claims of GSH in order to maintain GSH's interest therein, if any, have been performed to date and GSH has complied in all material respects with all applicable governmental laws, regulations and policies in this connection as well as with regard to legal, contractual obligations to third parties in this connection. All such mining claims are in good standing in all material respects as of the date of this Agreement.

(28) To GSH's knowledge, all mining operations on the properties of GSH have been conducted in all material respects in accordance with good mining and engineering practices and all applicable material workers' compensation and health and safety and workplace laws, regulations and policies have been complied with in all material respects.

(29) GSH holds rights recognized in the jurisdiction in which the each GSH Property is located in respect of the mineral rights located on the GSH Properties under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit GSH to explore for mineral deposits relating thereto, free and clear of any Liens, charges or encumbrances and no material commission, royalty, licence fee or similar payment to any person with respect to the GSH Properties is payable.

(30) Other than such exceptions as are not material to it: (i) GSH is the absolute legal and beneficial owner of all of the material Assets of GSH, including, without limitation, the GSH Properties and any other claims, exploration permits, concessions, licences, rights, leases or other instruments conferring the rights and all other interests in natural resource properties held by GSH, in each case, free of all mortgages, Liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever; (ii) no other material property rights are necessary for the conduct of current business of GSH in respect of the properties GSH currently holds; and (iii) there are no material restrictions on the ability of GSH to use, transfer or otherwise exploit any such property rights, and GSH does not know of any claim or basis for a claim that may materially adversely affect such rights.

(31) All material Mining Rights in which GSH holds an interest or right have been validly registered and recorded in accordance in all material respects with all applicable laws and are valid and subsisting; GSH has all necessary surface rights, access rights and other necessary rights and interests in respect of the GSH Properties (other than Petawanga & Kagiami VMS Projects for which GSH is awaiting exploration permits and First Nations consents) and any other of its properties granting GSH the right to explore for minerals, ore and metals for development or production purposes as are appropriate or applicable in view of the use made and the rights and interest therein of GSH, with only such exceptions as do not materially interfere with the use made by GSH of the rights or interests so held and each of the proprietary interests or rights and each of the documents, agreements and instruments and obligations relating thereto referred to above is currently in good standing in the name of GSH.

(32) There has been no claim made by any Aboriginal Peoples, nor to the knowledge of GSH after due inquiry is there any basis therefor, with respect to any right or interest in or to any mineral property in which GSH holds an interest.

(33) Any and all of the agreements and other documents and instruments pursuant to which GSH holds the GSH Properties are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof, GSH is not in material default of any of the material provisions of any such agreements, documents or instruments, nor to GSH's knowledge, has any such default been alleged, and such properties and jurisdictions in which they are situated, all leases, rights, licenses, decrees and claims pursuant to which GSH derives the interests thereof in such Assets are in good standing and there has been no material default under any such lease, right, license, decree or claim and all taxes and fees required to be paid with respect to such Assets to the date hereof have been paid.

(34) Any and all operations of GSH, and to the best of the GSH's knowledge, information and belief, any and all operations by predecessors, on or in respect of the Assets of GSH have been conducted substantially in accordance with good mining and engineering practices and all applicable material workers' compensation and health and safety and workplace laws, regulations and policies have been complied with in all material respects.

(35) Other than the TSXV halt instituted in connection with the Share Exchange, no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of GSH (including the GSH Shares) has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of GSH, are pending, contemplated or threatened by any regulatory authority.

(36) GSH is in compliance with all laws and regulations respecting employment and employment practices, terms and conditions of employment, pay equity and wages, except where such non-compliance would not constitute an adverse material fact concerning GSH or result in an adverse material change to GSH, and has not and is not engaged in any unfair labour practice, there is no labour strike, dispute, slowdown, stoppage, complaint or grievance pending or, to the best of the knowledge of GSH after due inquiry, threatened against GSH, no union representation question exists respecting the employees of GSH and no collective bargaining agreement is in place or currently being negotiated by GSH, GSH has not received any notice of any unresolved matter and there are no outstanding orders under any employment or human rights legislation in any jurisdiction in which GSH carries on business or has employees, no employee has any

agreement as to the length of notice required to terminate his or her employment with GSH in excess of twelve months or equivalent compensation and all benefit and pension plans of GSH are funded in accordance with applicable laws and no past service funding liability exist thereunder.

(37) Except the GSH Stock Option Plan, GSH does not have any plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or plan otherwise contributed to, or required to be contributed to, by GSH for the benefit of any current or former director, officer, employee or consultant of GSH.

(38) All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and payments for any plan for any officer, director, employee or consultant of GSH have been accurately reflected in the books and records of GSH.

(39) None of the directors, officers or employees of GSH or any associate or affiliate of any of the foregoing has any material interest, direct or indirect, in any material transaction or any proposed material transaction with GSH that materially affects, is material to or will materially affect GSH.

(40) The minute books of GSH are complete and accurate in all material respects.

(41) There is no Person acting at the request or on behalf of GSH that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by this Agreement.

(42) GSH is in compliance, in all material respects, with all applicable Environmental Laws.

(43) GSH has not received any notice of, or been prosecuted for an offence alleging, non-compliance with any Environmental Law. There are no orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the Assets of GSH which are material to GSH, nor has GSH received notice of any of the same.

(44) GSH has not received any notice wherein it is alleged or stated that it is potentially responsible for a federal, provincial, state, municipal or local clean-up site or corrective action under any Environmental Laws and GSH has not received any request for information in connection with any federal, state, provincial, municipal or local inquiries as to disposal sites.

(45) To the knowledge of GSH, after due inquiry, there are no pending or proposed changes to Environmental Laws that are likely to have a Material Adverse Effect on GSH.

(46) To the knowledge of GSH, after due inquiry, GSH has not caused or permitted, nor does GSH have any knowledge of, the release, escape or other disposal, in any manner whatsoever, of hazardous wastes or substances on or from any of its properties (including any leased property) or Asset or facility that it previously owned or leased, or any such release on or from a facility owned

or operated by another person but with respect to which GSH is or may reasonably be alleged to have liability.

(47) GSH and, to its knowledge, its directors, officers, employees, consultants, representatives and agents have not (i) violated any anti-bribery or anti-corruption laws applicable to them, including but not limited to the *U.S. Foreign Corrupt Practices Act* and *Corruption of Foreign Public Officials Act* (Canada) or Brazilian Federal Law 12.846, enacted on August, 1st, 2013, as amended form time to time, or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is of modest value: (A) to any Government Official, whether directly or through any other Person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity, inducing a Government Official to do or omit to do any act in violation of his or her lawful duties, securing any improper advantage, inducing a Government Official to influence or affect any act or decision of any Governmental Entity, or assisting any representative of GSH in obtaining or retaining business for or with, or directing business to, any Person; or (B) to any Person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. GSH and, to its knowledge, its directors, officers, employees, consultants, representatives and agents have not (i) conducted or initiated any review, audit, or internal investigation that concluded GSH or any director, officer, employee, consultant, representative or agent of GSH violated such laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Entity responsible for enforcing anti-bribery or anti-corruption laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice, request, or citation from any Person alleging non-compliance with any such laws.

(48) Except as mandated by an applicable Governmental Entity, which mandates have not materially affected GSH, as at the date hereof, there has been no Material Adverse Effect on the operations of GSH as a result of the COVID-19 pandemic (the "**COVID-19 Outbreak**"). GSH has been monitoring the COVID-19 Outbreak and the potential impact in any of its operations and management believes it has implemented appropriate measures to support the wellness of its employees where GSH operates while continuing to operate.

(49) GSH maintains and expects to maintain a good relationship with all Governmental Entities in the jurisdictions in which it carries on business or operations. All such government relationships are intact and mutually cooperative and there exists no condition or state of fact or circumstances in respect thereof, that would prevent GSH from conducting its business and all activities as currently conducted and there exists no actual or threatened termination, limitation or other adverse modification in any such relationships with such Governmental Entities

(50) The GSH Technical Report complies in all material respects with the requirements of NI 43-101 and GSH believes that the GSH Technical Report is a fair and accurate representation of the Band-Ore Property as at the date stated therein based upon information available at the time the GSH Technical Report was prepared.

(51) GSH made available to the authors of the GSH Technical Report, all information requested by them, which information, to the knowledge of GSH, did not contain any material misrepresentation at the time such information was so provided.

(52) No representation or warranty by GSH in this Agreement or any document furnished or to be furnished by GSH to Lipari in accordance with this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

Section 5.2 Survival of Representations and Warranties

The representations and warranties of GSH contained in this Agreement shall survive the execution and delivery of this Agreement and shall terminate on the earlier of (i) the termination date of this Agreement in accordance with its terms and (ii) the Closing Date.

ARTICLE 6 COVENANTS

Section 6.1 Filings

GSH and Lipari shall prepare and file, or cause to be filed, any filings required under any applicable laws or rules and policies of the TSXV or other regulatory bodies relating to the Share Exchange. GSH covenants and agrees to take, in a timely manner, all commercially reasonable actions and steps necessary in order that, effective as at the Closing Date: (i) the GSH Shares, including for greater certainty, the Consideration Shares issuable pursuant to the Share Exchange, be listed and posted for trading on the TSXV; (ii) when received, GSH shall provide Lipari with copies of the conditional and final approval of the TSXV respecting the Share Exchange and, the listing and posting for trading of the Consideration Shares; and (iii) the distribution of GSH Shares to the Lipari Shareholders is exempt from the prospectus and registration requirements of Applicable Securities Laws.

Section 6.2 Additional Agreements

Each of the parties hereto agrees to use its commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement and to cooperate with each other in connection with the foregoing, including using commercially reasonable efforts to:

(a) complete the Financing on or prior to the Closing Date;

(b) obtain all necessary waivers, consents and approvals from other parties to material agreements, leases and other contracts or agreements;

(c) obtain all necessary consents, approvals, and authorizations as are required to be obtained under any federal, provincial or foreign law or regulations;

(d) defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the transactions contemplated hereby;

(e) cause to be lifted or rescinded any injunction or restraining order or other remedy adversely affecting the ability of the parties to consummate the transactions contemplated hereby;

(f) effect all necessary registrations and other filings and submissions of information requested by Governmental Authorities;

(g) comply with all provisions of this Agreement; and

(h) provide such officers' certificates as may be reasonably requested by the other parties hereto in respect of the representations, warranties and covenants of a party hereto.

Section 6.3 Access to Information

(a) Upon reasonable notice, Lipari shall afford to GSH's directors, officers, counsel, accountants and other authorized representatives and advisers complete access (or, where necessary, the provision of the information requested), during normal business hours and at such other time or times as the parties may reasonably request, from the date hereof and until the earlier of the Closing Date and the termination of this Agreement, to its properties, books, contracts and records as well as to management personnel of Lipari as GSH may require or may reasonably request.

(b) Upon reasonable notice, GSH shall afford to Lipari's directors, officers, counsel, accountants and other authorized representatives and advisers complete access (or, where necessary, the provision of the information requested), during normal business hours and at such other time or times as the parties may reasonably request, from the date hereof and until the earlier of the Closing Date and the termination of this Agreement, to its properties, books, contracts and records as well as to management personnel of GSH as Lipari may require or may reasonably request.

Section 6.4 General Covenants of Lipari

Lipari covenants and agrees that, during the period from the date of this Agreement until the earlier of the Closing Date and the date this Agreement is terminated in accordance with its terms, unless GSH shall otherwise consent in writing (such consents not to be unreasonably withheld or delayed), except as required by law or as otherwise expressly permitted or specifically contemplated by this Agreement:

(a) the business of Lipari shall be conducted in the ordinary course and Lipari shall use its commercially reasonable efforts to maintain and preserve its business, assets and business relationships, except as may be otherwise required by law or pursuant to the terms of this Agreement;

(b) Lipari shall notify GSH of any Material Adverse Effect on its business;

(c) Lipari shall not directly or indirectly:

(i) take any action which may interfere with or be inconsistent with the successful completion of the transactions contemplated herein or take any action or fail to take any action which may result in a condition precedent to the transactions described herein not being satisfied;

(ii) pledge, hypothecate, lease, dispose of or encumber any Lipari Shares or other securities or any right, option or warrant with respect thereto;

(iii) amend or propose to amend its Articles or those of the Lipari Subsidiaries, unless such amendment is required to give effect to the transactions contemplated herein, or with the consent of GSH, such consent not to be unreasonably withheld;

(iv) split, combine or reclassify any of its securities or declare or make any Distribution or distribute any of its Assets to any Person;

(v) other than in the Ordinary Course of Business, enter into or amend any employment contracts with any director, officer or senior management employee, create or amend any employee benefit plan, make any increases in the base compensation, bonuses, paid vacation time allowed or fringe benefits for its directors, officers, employees or consultants;

(vi) make any capital expenditures, additions or improvements or commitments for the same, except in the Ordinary Course of Business or in connection with the transactions contemplated herein;

(vii) enter into any contract, commitment or agreement under which it would incur Indebtedness for borrowed money or for the deferred purchase price of property (other than such property acquired in the Ordinary Course of Business consistent with past practice), or would have the right or obligation to incur any such Indebtedness or obligation or make any loan or advance to any Person;

(viii) acquire or agree to acquire (by tender offer, exchange offer, merger, amalgamation, acquisition of shares or assets or otherwise) any Person, partnership, joint venture or other business organization or division or acquire or agree to acquire any material Assets;

(ix) create any stock option or bonus plan, or pay any bonuses, deferred or otherwise, or defer any compensation to any of its directors, officers or employees;

(x) make any material change in accounting procedures or practices;

(xi) engage in any business that is outside of the business that is being currently conducted by Lipari, whether as a partner, joint venture participant or otherwise;

(xii) mortgage, pledge or hypothecate any of the Lipari Assets, or subject them to any Lien, except Permitted Liens;

(xiii) except in the Ordinary Course of Business, enter into any agreement or arrangement granting any rights to purchase or lease any of the Lipari Assets or requiring the consent of any Person to the transfer, assignment or lease of any of the Lipari Assets;

(xiv) dispose of or permit to lapse any rights to the use of any Intellectual Property of Lipari;

(xv) except in the Ordinary Course of Business, sell, lease, sublease, assign or transfer (by tender offer, exchange offer, merger, amalgamation, sale of shares or assets or otherwise) any of the Lipari Assets, or cancel, waive or compromise any debts or claims, including accounts payable to and receivable from Affiliates;

(xvi) enter into any other material transaction or any amendment of any contract, lease, agreement, license or sublicense which is material to its business;

(xvii) settle any outstanding claim, dispute, litigation matter, or tax dispute;

(xviii) transfer any assets to the Lipari Shareholders or any of their Subsidiaries or Affiliates or assume any Indebtedness from the Lipari Shareholders or any of their Subsidiaries or Affiliates or enter into any other related party transactions;

(xix) other than on the exercise of currently outstanding securities that are convertible into Lipari Shares and other than in connection with the Financing, issue from treasury any Lipari Shares or otherwise grant or issue any options, warrants or other securities convertible into Lipari Shares without the prior approval of GSH; or

(xx) enter into any agreement or understanding to do any of the foregoing;

(d) Lipari shall take all requisite action to complete the Share Exchange;

(e) upon Lipari receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, such information shall be promptly disclosed in writing to the counsel for GSH.

Section 6.5 General Covenants of GSH

GSH covenants and agrees that during the period from the date of this Agreement until the earlier of the Closing Date and the date this Agreement is terminated in accordance with its terms, unless Lipari otherwise consents in writing (such consent not to be unreasonably withheld or delayed):

(a) the business of GSH shall be conducted in the ordinary course and GSH shall use its commercially reasonable efforts to maintain and preserve its business, assets and business relationships, except as may be otherwise required by law or pursuant to the terms of this Agreement;

(b) GSH shall notify Lipari of any Material Adverse Effect on its business;

(c) GSH shall at all times comply with all applicable policies of the TSXV and all Applicable Securities Laws;

(d) subject to applicable law (including the time limits imposed thereunder), GSH shall obtain prior approval of Lipari as to the content and form of any press release or other public disclosure relating to the Share Exchange;

(e) GSH shall not directly or indirectly:

(i) take any action which may interfere with or be inconsistent with the successful completion of the transactions contemplated herein or take any action or fail to take any action which may result in a condition precedent to the transactions described herein not being satisfied;

(ii) pledge, hypothecate, lease, dispose of or encumber any GSH Shares or other securities of GSH or any right, option or warrant with respect thereto;

(iii) amend or propose to amend its Articles unless such amendment is required to give effect to the transactions contemplated herein, or with the consent of Lipari, such consent not to be unreasonably withheld;

(iv) split, combine or reclassify any of its securities or declare or make any Distribution, or distribute any of its Assets to any Person;

(v) other than in the Ordinary Course of Business, enter into or amend any employment contracts with any director, officer or senior management employee, create or amend any employee benefit plan, make any increases in the base compensation, bonuses, paid vacation time allowed or fringe benefits for its directors, officers, employees or consultants;

(vi) make any capital expenditures, additions or improvements or commitments for the same, except in the Ordinary Course of Business or in connection with the transactions contemplated herein;

(vii) enter into any contract, commitment or agreement under which it would incur Indebtedness for borrowed money or for the deferred purchase price of property (other than such property acquired in the Ordinary Course of Business consistent with past practice), or would have the right or obligation to incur any such Indebtedness or obligation, or make any loan or advance to any Person;

(viii) other than as contemplated herein, acquire or agree to acquire (by tender offer, exchange offer, merger, amalgamation, acquisition of shares or assets or otherwise) any Person, partnership, joint venture or other business organization or division or acquire or agree to acquire any material assets;

(ix) enter into any material contracts regarding its business operations, including joint ventures, partnerships or other arrangements;

(x) create any stock option or bonus plan, pay any bonuses, deferred or otherwise, or defer any compensation to any of its directors or officers;

(xi) make any material change in accounting procedures or practices;

(xii) engage in any business that is outside of the business that is being currently conducted by GSH, whether as a partner, joint venture participant or otherwise;

(xiii) enter into any other material transaction, or any amendment of any contract, lease, agreement, license or sublicense which is material to its business;

(xiv) settle any outstanding claim, dispute, litigation matter, or tax dispute;

(xv) other than on the exercise of currently outstanding securities that are convertible into GSH Shares, issue from treasury any GSH Shares or otherwise grant or issue any options, warrants or other securities convertible into GSH Shares without the prior approval of Lipari; or

(xvi) enter into any agreement or understanding to do any of the foregoing.

(f) GSH shall take all requisite action to complete the Share Exchange;

(g) GSH will use its reasonable commercial efforts to cause all GSH shareholders to vote in favour of the Share Exchange and transactions contemplated by this Agreement, if such a vote is required, and to not take any action contrary to or in opposition to the Share Exchange and transactions contemplated by this Agreement;

(h) upon GSH receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, such information shall be promptly disclosed in writing to the counsel for Lipari; and

(i) in consultation with Lipari and its counsel, forthwith use its commercially reasonable efforts to obtain all necessary regulatory approvals, to make the necessary application to the TSXV for listing of the Consideration Shares issued pursuant to this Agreement on the TSXV upon the Closing and assist in making all submissions, preparing all press releases and making all notifications required with respect to this transaction and the issuance of shares as contemplated hereunder.

Section 6.6 Covenants of the Lipari Shareholders

Each of the Lipari Shareholders covenant and agree that during the period from the date of this Agreement until the earlier of the Closing Date and the date this Agreement is terminated in accordance with its terms, unless GSH otherwise consents in writing (such consent not to be unreasonably withheld or delayed), the Purchased Shares shall not be sold, pledged, hypothecated, leased, disposed of or encumbered in any way.

Section 6.7 Standstill

From the date of the acceptance of this Agreement until completion of the transactions contemplated herein or the earlier termination hereof, Lipari, the Lipari Shareholders and GSH will not, directly or indirectly, solicit, initiate, assist, facilitate, promote or encourage proposals or offers from, entertain or enter into discussions or negotiations with, or provide information relating to its securities or assets, business, operations, affairs or financial condition to any persons in connection with the acquisition or distribution of any securities of Lipari, or GSH, or any amalgamation, merger, consolidation, arrangement, restructuring, refinancing, sale of any material assets of Lipari or GSH, unless such action, matter or transaction is part of the transactions contemplated in this Agreement or is satisfactory to, and is approved in writing in advance by the other party hereto or is necessary to carry on the Ordinary Course of Business.

ARTICLE 7 CONDITIONS TO OBLIGATION TO CLOSE

Section 7.1 GSH's Closing Conditions

GSH's obligation to issue GSH Shares in exchange for the Lipari Shares on the Closing Date pursuant to Article 2 is subject to compliance by Lipari and the Lipari Shareholders with their agreements herein contained and to the satisfaction, on or prior to the Closing Date, of the following conditions, unless waived by GSH:

(a) ***Constating Documents and Certificate of Corporate Existence***. GSH shall have received from Lipari: (i) a copy, certified by one duly authorized officer of Lipari to be true and complete as of the Closing Date, of the Articles of Lipari and the Lipari Subsidiaries; (ii) a copy, certified by a duly authorized officer of Lipari, to be true and complete as of the Closing Date, of the by-laws (or the equivalent thereof) of Lipari and the Lipari Subsidiaries; and (iii) a certificate of good standing dated not more than three days prior to the Closing Date, as to Lipari's and the Lipari Subsidiaries' corporate good standing or qualification to carry on business, as the case may be, in its jurisdiction of incorporation or organization, as applicable.

(b) ***Required Approvals***. Lipari shall have obtained the requisite approval of the board of directors of Lipari, and any other necessary approvals for this Agreement and the Share Exchange.

(c) ***Proof of Corporate Action***. GSH shall have received from Lipari a copy, certified by a duly authorized officer thereof to be true and complete as of the Closing Date, of the records of all corporate action taken to authorize the execution, delivery and performance of this Agreement.

(d) ***Incumbency Certificate***. GSH shall have received from Lipari an incumbency certificate, dated the Closing Date, signed by a duly authorized officer thereof and giving the name and bearing a specimen signature of each individual who shall be authorized to sign, in the name and on behalf of Lipari, this Agreement and any other ancillary documents.

(e) ***Representations and Warranties***. The representations and warranties of Lipari contained herein shall be true and correct in all material respects, on and as of the Closing Date with the same force and effect as if such representations and warranties were made at such time, and GSH shall have received on the Closing Date a certificate to this effect, signed by an authorized officer of Lipari.

(f) ***Covenants***. All of the terms, covenants and conditions of this Agreement to be complied with or performed by Lipari at or before the Closing Date shall have been complied with or performed and GSH shall have received on the Closing Date a certificate to this effect signed by authorized officers of Lipari.

(g) ***Regulatory and Other Consents***. There shall have been obtained from all appropriate federal, provincial, municipal or other governmental or administrative bodies such licences, permits, consents, approvals, certificates, registrations and authorizations as are required to be obtained by each Lipari Shareholder to permit the transfer of the Lipari Shares in each case and the exchange of the Lipari Shares for GSH Shares. Additionally, all required approvals, consents, authorizations and waivers relating to the consummation of the transactions contemplated by this Agreement shall have been obtained from the TSXV and the securities regulatory authorities in each of the Provinces of Canada.

(h) ***Opinions***. GSH shall have received legal opinions from counsel to Lipari regarding corporate matters relating to Lipari and the Lipari Subsidiaries and title to the Properties held by the applicable Lipari Subsidiaries, in a form acceptable to GSH, acting reasonably.

(i) ***No Action or Proceeding***. No *bona fide* legal or regulatory action or proceeding shall be pending or threatened by any person to enjoin, restrict or prohibit the exchange by the Lipari Shareholders of the Lipari Shares for Consideration Shares or the right of Lipari or GSH from and after the Closing Time to conduct, expand and develop the business of Lipari.

(j) ***No Material Adverse Change***. No change shall have occurred in the business, affairs, financial condition or operations of Lipari between the date hereof and the Closing Date which would have a Material Adverse Effect.

(k) ***General***. All instruments and corporate proceedings in connection with the transactions contemplated by this Agreement shall be satisfactory in form and substance to GSH and its counsel, acting reasonably, and GSH shall have received copies of all documents, as provided for herein, including, without limitation, all documentation required to be delivered to GSH at or before the Closing Time in accordance with this Agreement, records of corporate or other proceedings and consents which GSH may have reasonably requested in connection therewith.

(l) ***No Lipari Convertible Securities.*** Immediately following Closing, other than the Lipari Debenture and any convertible securities issued in connection with the Financing, Lipari will have no outstanding convertible securities, agreements or obligations for the exercise, conversion or issuance of Lipari Shares and all such securities in existence prior to Closing shall, in accordance with their terms, become exchangeable for securities of GSH.

(m) ***Entire Interest.*** All of the issued and outstanding Lipari Shares at the Closing Time shall be delivered or such rights shall be transferred to GSH at the time of Closing.

(n) ***Financing***. The Financing will have been completed.

(o) ***Shareholder Approval***. GSH shall have received all required shareholder approvals for the GSH Consolidation and the completion of the transactions contemplated by this Agreement.

(p) ***Due Diligence Review***. GSH, acting reasonably, being satisfied with the results of its due diligence investigations into Lipari.

The agreements, certificates, documents, other evidence of compliance and opinions described in this Section 7.1 shall be in form and substance satisfactory to GSH, acting reasonably, and shall, except as otherwise provided, be delivered to GSH at the Closing; provided, however, any one or more of the foregoing conditions may be waived in writing by GSH.

Section 7.2 Lipari Shareholders' Closing Conditions

The obligations of the Lipari Shareholders to transfer and assign to GSH the Purchased Shares in exchange for the Consideration Shares pursuant to Article 2 is subject to compliance by GSH with its agreements herein contained and to the satisfaction, on or prior to the Closing Date of the following conditions, unless waived by Lipari on behalf of the Lipari Shareholders:

(a) ***Constating Documents and Certificate of Corporate Existence***. Lipari shall have received from GSH: (i) a copy, certified by a duly authorized officer of GSH to be true and complete as of the Closing Date, of the Articles of GSH; (ii) a copy, certified by a duly authorized officer of GSH, to be true and complete as of the Closing Date, of the by-laws of GSH; and (iii) a certificate of good standing dated not more than three days prior to the Closing Date, as to GSH's corporate good standing or qualification to carry on business, as the case may be, in its jurisdiction of incorporation or organization, as applicable and evidence of “no default” in respect of the securities legislation of each jurisdiction in which GSH is a reporting issuer.

(b) ***Required Approvals***. GSH shall have obtained the requisite approval of the board of directors of GSH and any other necessary approvals for this Agreement.

(c) ***Proof of Corporate Action***. Lipari shall have received from GSH a copy, certified by a duly authorized officer thereof to be true and complete as of the Closing Date, of the records of all corporate action taken to authorize the execution, delivery and performance of this Agreement.

(d) ***Incumbency Certificate***. Lipari shall have received from GSH an incumbency certificate, dated the Closing Date, signed by a duly authorized officer thereof and giving the name and bearing a specimen signature of each individual who shall be authorized to sign, in the name and on behalf of GSH, this Agreement and any other ancillary documents.

(e) ***Representations and Warranties***. The representations and warranties of GSH contained herein shall be true and correct in all material respects on and as of the Closing Date with the same force and effect, as if such representations and warranties were made at such time, and Lipari shall have received on the Closing Date a certificate to this effect signed by an authorized officer of GSH.

(f) ***Covenants.*** All of the terms, covenants and conditions of this Agreement to be complied with or performed by GSH at or before the Closing Date shall have been complied with or performed and Lipari shall have received on the Closing Date a certificate to this effect signed by an authorized officer of GSH.

(g) ***Regulatory Consents.*** All required approvals, consents, authorizations and waivers relating to the consummation of the transactions contemplated by this Agreement shall have been obtained from the TSXV and the securities regulatory authorities in each of the Provinces of Canada.

(h) ***No Action or Proceeding.*** No bona fide legal or regulatory action or proceeding shall be pending or threatened by any person to enjoin, restrict or prohibit the exchange by the Lipari Shareholders of the Lipari Shares for Consideration Shares.

(i) ***No Material Adverse Change***. No change shall have occurred in the business, affairs, financial condition or operations of GSH between the date hereof and the Closing Date which would have a Material Adverse Effect.

(j) ***Opinion***. Lipari shall have received legal opinions from counsel to GSH regarding corporate matters relating to GSH and title to the GSH, in a form acceptable to Lipari, acting reasonably.

(k) ***General***. All instruments and corporate proceedings in connection with the transactions contemplated by this Agreement shall be satisfactory in form and substance to Lipari and its counsel, acting reasonably, and Lipari shall have received copies of all documents as provided for herein, including, without limitation, all documentation required to be delivered to Lipari at or before the Closing Time in accordance with this Agreement records of corporate or other proceedings and consents which Lipari may have reasonably requested in connection therewith.

(l) ***Financing***. The Financing will have been completed.

(m) ***Shareholder Approval***. GSH shall have received all required shareholder approvals for the GSH Consolidation and the completion of the transactions contemplated by this Agreement.

(n) ***Officers and Directors***. The board of directors of the Resulting Issuer shall consist of at least seven (7) individuals to be nominated by Lipari and all of the officers, directors and employees of GSH shall resign at or prior to the Closing without payment or liability to either GSH or Lipari and shall provide full and final unconditional mutual releases of GSH, Lipari and their respective officers and directors in a form satisfactory to Lipari and GSH

(o) ***Due Diligence Review***. Lipari, acting reasonably, being satisfied with the results of its due diligence investigations into GSH.

The agreements, certificates, documents and other evidence of compliance described in this Section 7.2 shall be in form and substance satisfactory to Lipari, acting reasonably, and shall, except as otherwise provided, be delivered to Lipari at the Closing; provided, however, any one or more of the foregoing conditions may be waived in writing by Lipari on behalf of the Lipari Shareholders.

ARTICLE 8 CONFIDENTIALITY

Section 8.1 Confidentiality

(a) All information regarding the business of Lipari including but without limitation, financial information that Lipari provides to GSH during its due diligence investigation of Lipari will be kept in strict confidence by GSH and will not be used, dealt with, exploited or commercialized by GSH or disclosed to any third party (other than GSH's professional accounting and legal advisors) without Lipari's prior written consent. If the Transaction contemplated by this Agreement does not proceed for any reason, then upon receipt of a written request from Lipari, GSH will immediately return to Lipari (or as directed by Lipari) all information received regarding Lipari's business.

(b) All information regarding the business of GSH including but without limitation, financial information that GSH provides to Lipari during its due diligence investigation of GSH will be kept in strict confidence by Lipari and will not be disclosed, used, dealt with, exploited or commercialized by Lipari or disclosed to any third party (other than Lipari's professional accounting and legal advisors) without GSH's prior written consent. If the Transaction contemplated by this

Agreement does not proceed for any reason, then upon receipt of a written request from GSH, Lipari will immediately return to GSH (or as directed by GSH) all information received regarding GSH's business, without keeping copies, and destroy any notes derived from such information.

(c) Upon request, each party will provide an affidavit to the other that all documents, including all copies thereof, were returned to the other party or as directed by the other party in accordance with this Section 8.1.

(d) Notwithstanding anything to the contrary in this Agreement, the provisions of this Section 8.1 will survive termination of this Agreement.

ARTICLE 9 TERMINATION

Section 9.1 Termination

This Agreement may be terminated by written notice given by the terminating party to the other party hereto, at any time prior to the Closing:

(a) by mutual written consent;

(b) by either Lipari or GSH (the "**terminating party**"), if there has been a misrepresentation, breach or non-performance by the other party (the "**breaching party**") of any representation, warranty, covenant or obligation contained in this Agreement, which could reasonably be expected to have a Material Adverse Effect on the terminating party, provided the breaching party has been given notice of, and thirty (30) days to cure, any such misrepresentation, breach or non-performance;

(c) by either Lipari or GSH, if a condition for the terminating party's benefit has not been satisfied or waived;

(d) by Lipari if GSH does not obtain shareholder approval for the Share Exchange by July 31, 2023;

(e) by Lipari if GSH enters into an agreement for an alternative transaction with another entity;

(f) by GSH if Lipari enters into an agreement for an alternative transaction with another entity; or

(g) by either Lipari or GSH, if the Closing has not occurred on or before August 31, 2023 or such later date as may be agreed to by Lipari and GSH (provided, that the right to terminate this Agreement under this sub-section (g) shall not be available to any party whose failure to fulfill any of its obligations under this Agreement has been the cause of or resulted in the failure to consummate the transactions contemplated hereby by such date).

Section 9.2 Effect of Termination

In the event of the termination of this Agreement as provided in Section 9.1, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of the parties hereunder except with respect to: (i) Section 8.1, Section 9.1 and Article 10, which will survive such termination, and (ii) a breach arising from the fraud or wilful misconduct of any party. If this Agreement is terminated pursuant to Section 9.1(e) then GSH shall pay to Lipari a termination fee of $100,000, plus taxes if applicable. If this Agreement is terminated by GSH pursuant to Section 9.1(f) then Lipari shall pay to GSH a termination fee of $100,000. If this Agreement is terminated as a result of Lipari being unable to complete the minimum Financing, GSH shall be entitled to be reimbursed by Lipari for its reasonable expenses (to a maximum of $50,000).

Section 9.3 Waivers and Extensions

At any time prior to the Closing Time, each of the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of another party hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto or (c) waive compliance with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party to be bound thereby. The Lipari Shareholders hereby delegate the rights in (a), (b) and (c) to Lipari to exercise on their behalf in Lipari's sole discretion.

ARTICLE 10 TRANSACTION COSTS

Section 10.1 Transaction Costs of Lipari and the Lipari Shareholders

In the event of the termination of this Agreement pursuant to Section 9.1 hereof, all costs of the Share Exchange incurred by Lipari, the Lipari Shareholders and GSH, as the case may be, in connection with this Agreement, including legal fees, financial advisor fees and all disbursements by such parties and their advisors shall be borne and paid by the party incurring the costs.

ARTICLE 11 NOTICES

Section 11.1 Notices

Any demand, notice or communication to be made or given under or pursuant to this Agreement is to be in writing, except as otherwise expressly permitted or required under this Agreement, and may be made or given by personal delivery, by registered mail or by transmittal by facsimile or e-mail addressed to the respective parties as follows:

If to GSH, then to the following address:

Golden Share Resources Corporation
145 Riviera Drive, Unit 7
Markham, Ontario
L3R 5J6

Attn: Wes Roberts

Email: [redacted] **[REDACTED – Personal Information]**

with a copy to:

Peterson McVicar LLP
18 King Street East, Suite 902
Toronto, ON M5C 1C4

Attn: James McVicar
Email: [redacted] **[REDACTED – Personal Information]**

or at such other address as GSH shall have specified by notice actually received by the addressor.

If to Lipari or the Lipari Shareholders then to the following address:

Lipari Diamond Mines Ltd.
517 João Chagas Ortins de Freitas Street
Room 310, Mais Empressarial Building
Buraquinho, Lauro de Freitas, Bahia, Brazil

Attn: Kenneth W. Johnson
E-mail: ken.johnson@lipari.com.br

with a copy to:

Fogler, Rubinoff LLP
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

Attn: Eric Roblin
Email: [redacted] **[REDACTED – Personal Information]**

or at such other address as Lipari shall have specified by notice actually received by the addressor, or to such other mailing or e-mail address as any party may from time notify the others of in accordance with this paragraph. Any demand, notice or communication made or given by personal delivery is conclusively deemed to have been given on the day of actual delivery thereof, or, if made or given by registered mail, on the fifth Business Day following the deposit thereof in the mail or, if made or given by e-mail transmission, on the first Business Day following the transmittal thereof and receipt of the appropriate answer back. If the party making or giving such demand, notice or communication knows or ought reasonably to know, of difficulties with the postal system which might affect the delivery of mail, any such demand, notice or communication is not to be mailed but is to be made or given by personal delivery or by e-mail transmission.

ARTICLE 12 MISCELLANEOUS

Section 12.1 Power of Attorney

The Lipari Shareholders hereby severally and irrevocably appoint Lipari as their agent and attorney to take any action that is required or to execute and deliver any documents on their behalf, including without limitation, for the purposes of all Closing matters and deliveries of documents and do and cause to be done all such acts and things as may be necessary or desirable in connection with the Share Exchange and the transactions contemplated in this Agreement. Such appointment is coupled with an interest and is irrevocable. Without limiting the generality of the foregoing, Lipari may, on behalf of itself and the Lipari Shareholders, extend the Time of Closing or Closing Date, modify or waive such conditions as are contemplated herein, negotiate, settle and deliver the final forms of this Agreement and any other documents that are necessary or desirable to give effect to the Share Exchange and the transactions contemplated in this Agreement. The Lipari Shareholders hereby acknowledge and agree that any decision or exercise of discretion required to be made by Lipari under this Agreement shall be final and binding upon the Lipari Shareholders so long as such decision or exercise of discretion was made bona fide. GSH shall have no duty to enquire into the validity of any document executed or other action taken by Lipari on behalf of the Lipari Shareholders pursuant to this Section 12.1.

Section 12.2 Amendments and Waivers

Except as otherwise expressly provided herein, any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each of Lipari (on behalf of itself and the Lipari Shareholders) and GSH, or in the case of a waiver, by the party against whom the waiver is to be effective. Any amendment or waiver effected in accordance with this Section 12.2 shall be binding upon the Lipari Shareholders, Lipari and GSH pursuant to this Agreement.

Section 12.3 Consent to Jurisdiction

Each of the Lipari Shareholders, Lipari and GSH hereby agrees to submit to the non-exclusive jurisdiction of the courts in and of the Province of Ontario and to the courts to which an appeal of the decisions of such courts may be taken, and consents that service of process with respect to all courts in and of the Province of Ontario may be made by registered mail to it at the address set forth in Article 11.

Section 12.4 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction, and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 12.5 Further Assurances

Lipari, the Lipari Shareholders and GSH, upon the request of any other party hereto, whether before or after the Closing, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to effect complete consummation of the Share Exchange.

Section 12.6 Time

Time is of the essence of this Agreement.

Section 12.7 Assignment

This Agreement may not be assigned by any of the parties hereto without the prior written consent of Lipari and GSH, such consents not to be unreasonably withheld or delayed.

Section 12.8 Public Announcement; Disclosure

Lipari and the Lipari Shareholders shall not make any public announcement concerning this Agreement or the matters contemplated herein, their discussions or any other memoranda, letters or agreements between the parties relating to the matters contemplated herein without the prior consent of GSH, which consent shall not be unreasonably withheld, and GSH shall not make any public announcement concerning this Agreement or the matters contemplated herein, its discussions or any other memoranda, letters or agreements between the parties relating to the matters contemplated herein without the prior consent of Lipari, which consent shall not be unreasonably withheld, provided that no party shall be prevented from making any disclosure which is required to be made by law or any rules of a stock exchange or similar organization to which it is bound.

Section 12.9 Independent Legal Advice.

Each of the Lipari Shareholders acknowledges and agrees that Lipari, GSH, and their respective counsel 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. Each of the other parties represents and warrants to Lipari, GSH and their respective counsel 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..

Section 12.10 Personal Information

Each of the Lipari Shareholders hereby consents to the disclosure of his or her personal information in connection with the transactions contemplated by this Agreement, including without limitation the Share Exchange, and acknowledges and consents to the fact that Lipari and GSH 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 Lipari Shareholder for the purposes of completing this Agreement and the transactions contemplated hereby. Each Lipari Shareholder acknowledges and consents to Lipari and GSH retaining such personal information for as long as permitted or required by law or business practices. Each Lipari Shareholder further acknowledges and consents to the fact that Lipari and GSH may be required by applicable securities legislation or the rules and policies of the TSXV to provide regulatory authorities with any personal information provided by the Lipari Shareholders in this Agreement and each Lipari Shareholder further consents to the public disclosure of such information by electronic filing or by any other means.

Section 12.11 Construction

The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

Section 12.12 Severability

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity, illegality 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 provisions of this Agreement or of such provisions or part thereof in any other jurisdiction.

Section 12.13 Schedules and Exhibits.

The schedules and exhibits are attached hereto and form part of this Agreement and are incorporated herein.

Section 12.14 Entire Agreement, Counterparts, Section Headings

This Agreement, and the Schedules hereto, sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes any prior written or oral understandings with respect thereto. This Agreement may be executed and delivered by facsimile or electronic mail and in one or more counterparts thereof, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The headings in this Agreement are for convenience of reference only and shall not alter or otherwise affect the meaning hereof.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

The parties have executed this Agreement.

[REDACTED – Signatures]

LIPARI DIAMOND MINES LTD.

Per: [redacted]

Authorized Signing Officer

GOLDEN SHARE RESOURCES CORPORATION

Per: [redacted]

Authorized Signing Officer

LIPARI HOLDING (HK) LIMITED

Per: [redacted]

Name: [redacted]

Title [redacted]

B4B CAPITAL GROUP

Per: [redacted]

Name: [redacted]

Title [redacted]

SOMIPA – SOCIEDADE MINEIRA PRIVADA DE ANGOLA, S.A.

Per: [redacted]
Name: [redacted]
Title [redacted]

DIAMOND HUNTERS VENTURES INC.

Per: [redacted]
Name: [redacted]
Title [redacted]

RD CONSULTING LTD.

Per: [redacted]
Name: [redacted]
Title [redacted]

[redacted]
Witness: [redacted]

[redacted]
Witness: [redacted]

[redacted]
Witness: [redacted]

[redacted]

Witness: [redacted]

[redacted]

[redacted]

Witness: [redacted]

[redacted]

The names and number of shares held by the Lipari shareholders has been removed for privacy reasons.

SCHEDULE "A"
Lipari Shareholders

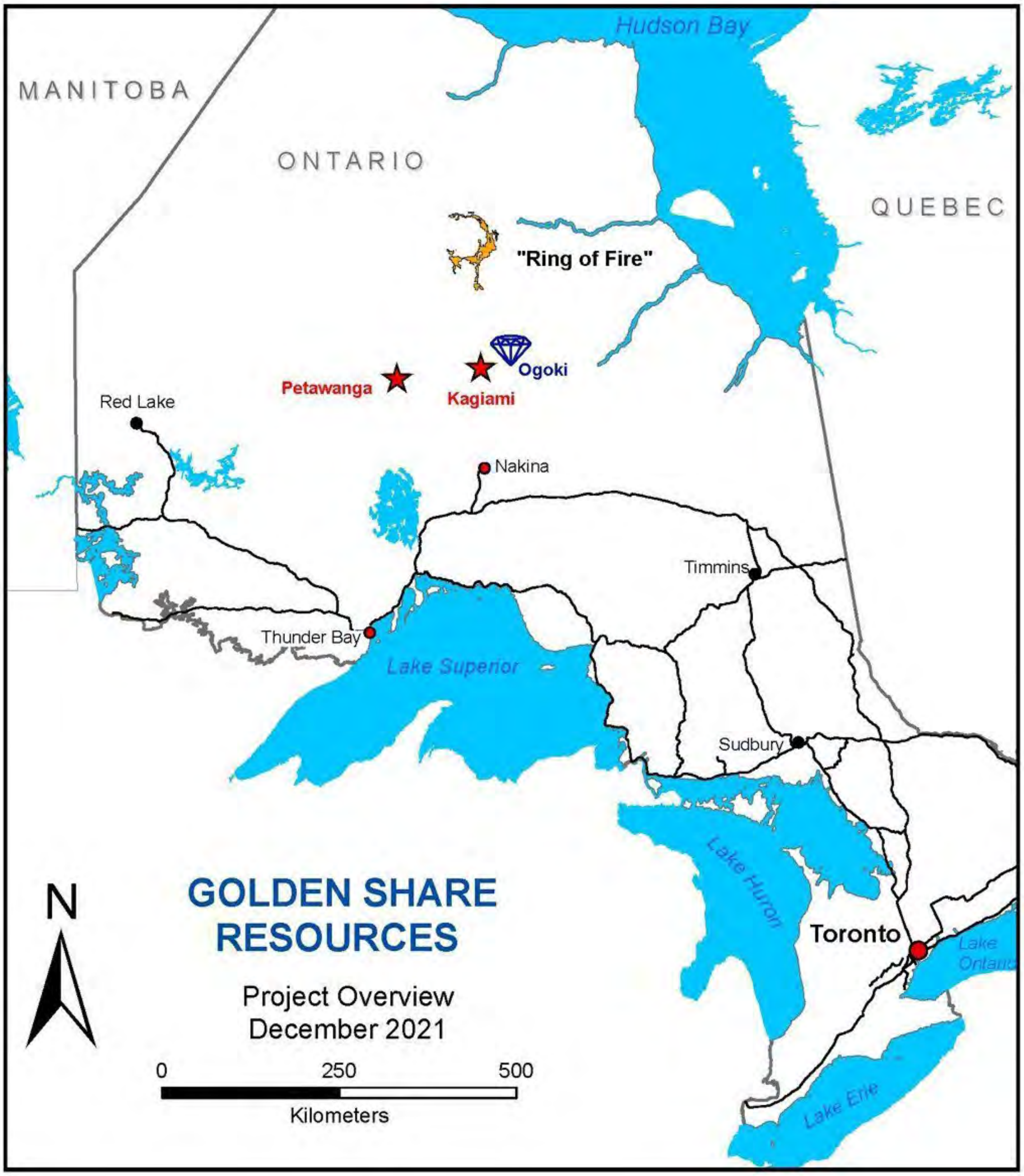
[REDACTED – Confidential Information]

Name of Shareholder	Number of Lipari Shares Held	Number of Consideration Shares to be Received
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
TOTAL:	**25,000,000**	**55,419,723**

SCHEDULE "B"
PROPERTIES

GSH PROPERTIES

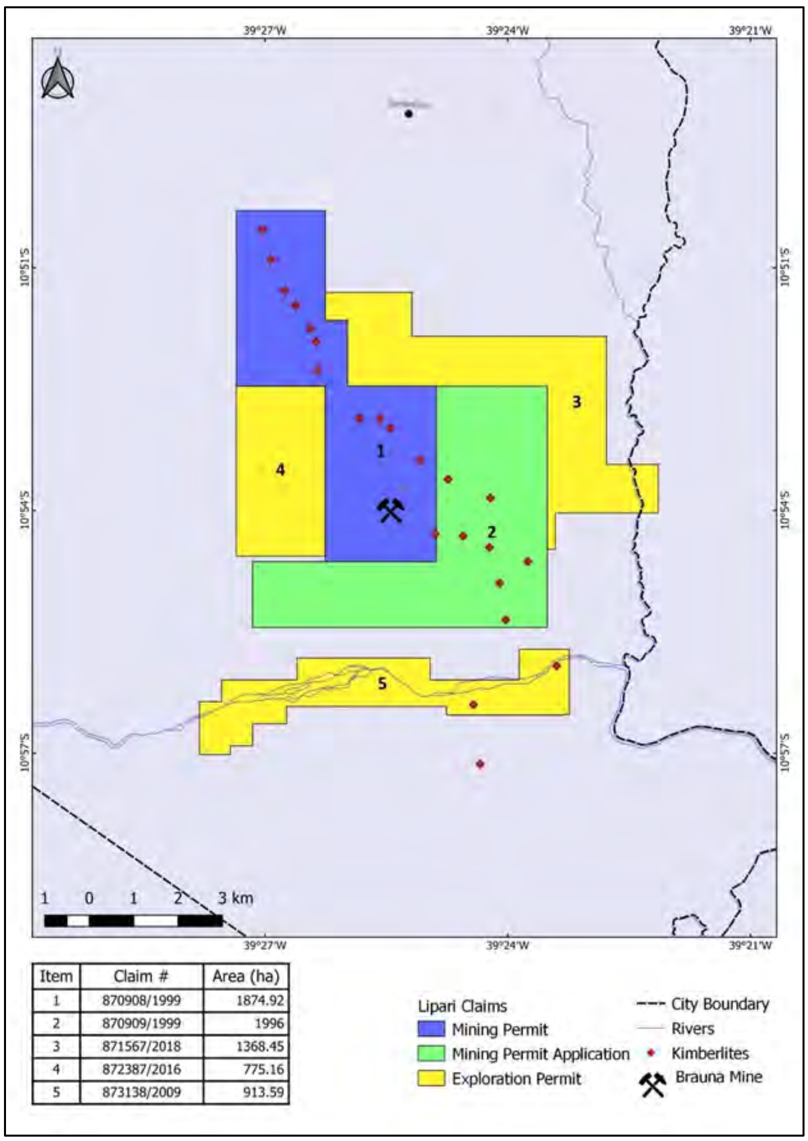
Project	Patents	Mining lease	Unpatented Units	
			13.6km2	
Elwood	1			
	0.16851km2			
Band Ore	16	1	109	
Band Ore	3.04047km2	0.1699km2	11.68km2	
Conacher				
Ogoki			30	
			30.88km2	
Kagiami			45	
			14.72km2	
Sandridge			61	
			9.76km2	
Petawanga			186	
			29.76km2	
Total	**17**	**1**	**431**	
Berens River			109	Optioned to Midex Resources
Band Ore			109	Optioned to E2Gold


Hudson Bay
MANITOBA
ONTARIO
QUEBEC
"Ring of Fire"
Ogoki
Petawanga
Kagiami
Red Lake
Nakina
Timmins
Thunder Bay
Lake Superior
Sudbury
Lake Huron
Toronto
Lake Ontario
Lake Erie
N
GOLDEN SHARE
RESOURCES
Project Overview
December 2021
0
250
500
Kilometers

LIPARI PROPERTIES

Braúna Project mineral tenure information

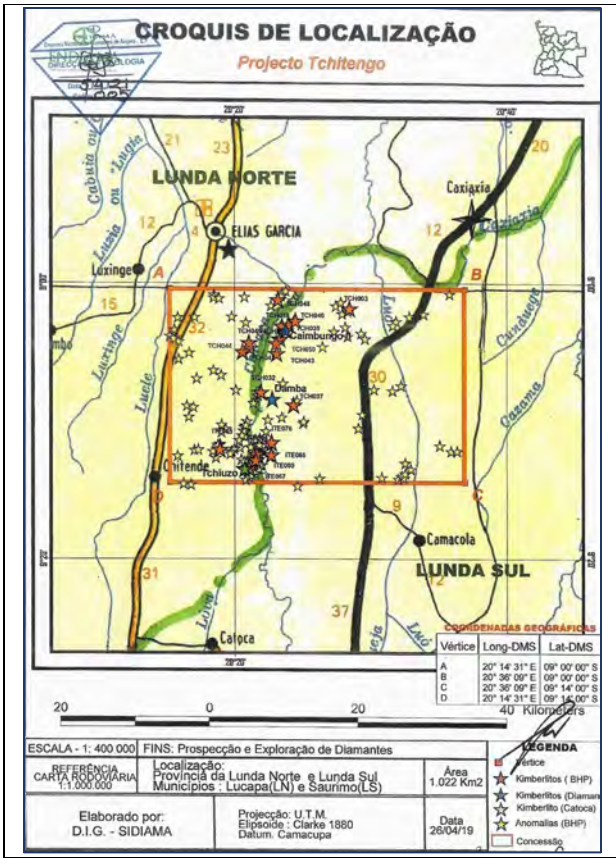
License Nº	Area (ha)	Status	Permit Nº	Issuance Date	Expiry Date
870.908/1999	1,874.92	Mining Permit	476/2015	20/10/2015	-
870.909/1999	1,996.00	Min. Permit Application	-	-	-
873.138/2009	913.59	Exploration Permit Extension	2.585/2010	30/12/2022	30/12/2025
872.387/2016	775.16	Exploration Permit Extension	2.286/2017	24/03/2017	29/09/2024
871.567/2018	1,368.45	Exploration Permit	3.359/2019	29/05/2019	09/12/2023

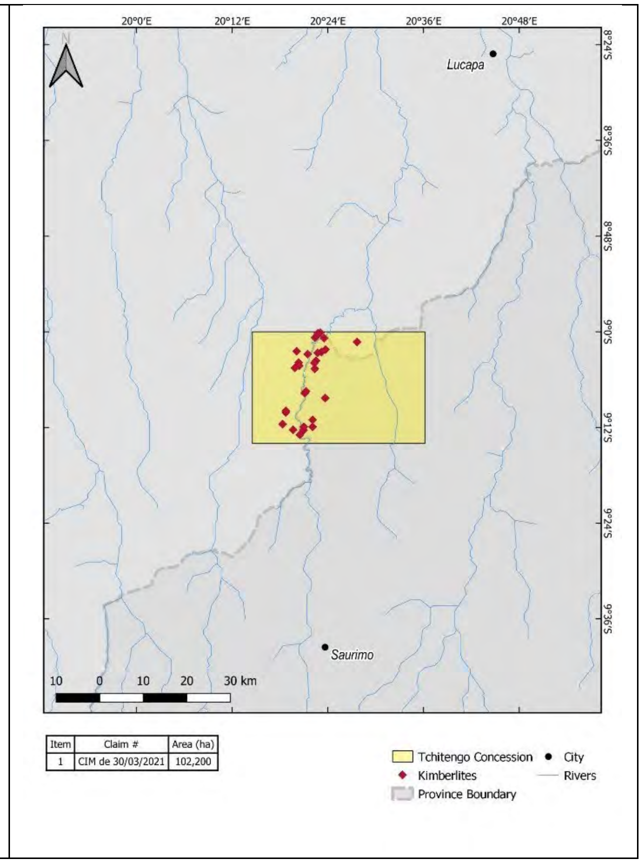


Item	Claim #	Area (ha)
1	870908/1999	1874.92
2	870909/1999	1996
3	871567/2018	1368.45
4	872387/2016	775.16
5	873138/2009	913.59

Tchitengo Project Exploration Rights

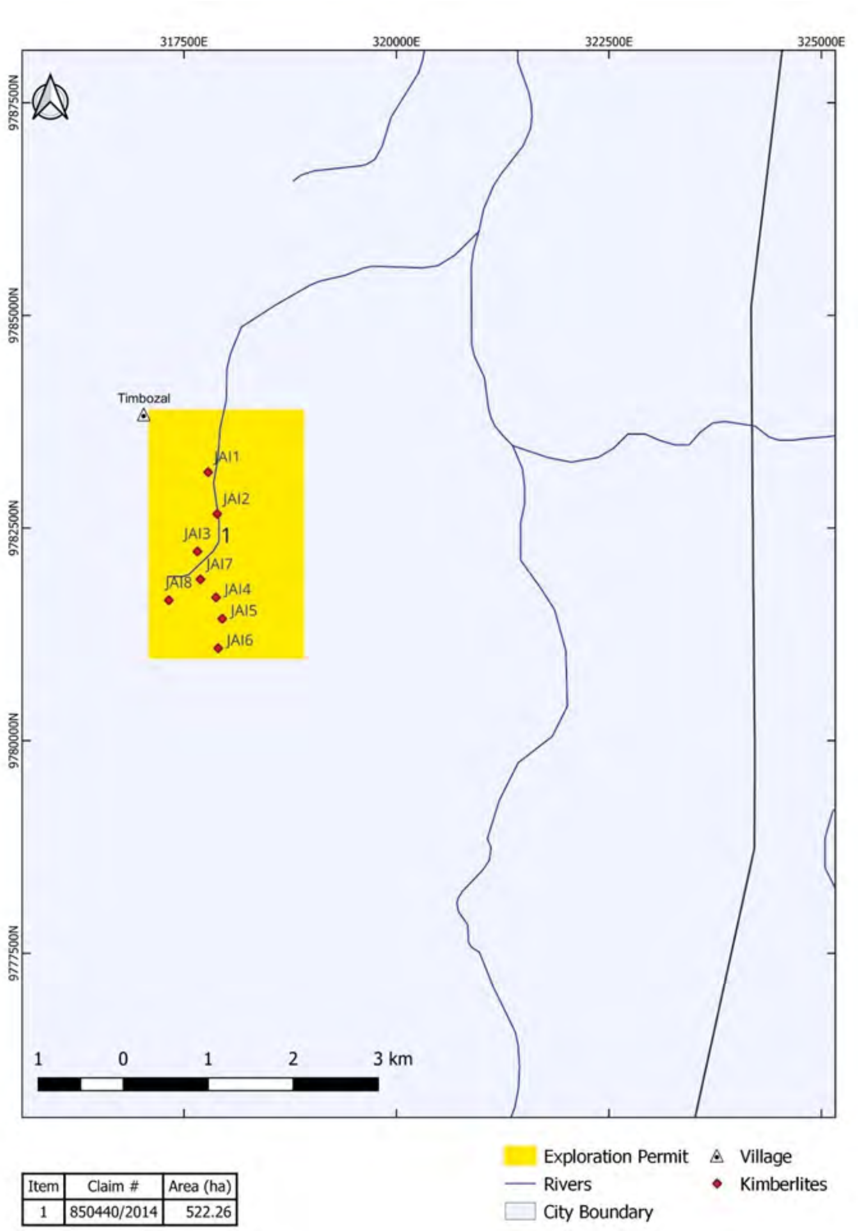
Description	Area (ha)	Status	Permit Nº	Issuance Date	Expiry Date
Contrato de Investimento Mineiro dated 30/03/2021	102,200	Prospecting Permit for Diamonds	Despacho Presidencial nº 217/21	30/03/2021	Indeterminate (in accordance with the mineral legislation of Angola)





Jaibaras Diamond Project

License Nº	Area (ha)	Status	Permit Nº	Issuance Date	Expiry Date
850.440/2014	522.26	Exploration Report submitted to the Mining Agency in June 24th, 2022. Report under analysis.	9199	03/10/2014	25/06/2022 (see **Status**)



Information in this schedule C relating to the material contracts of Lipari has been redacted for confidentiality reasons.

SCHEDULE "C"

MATERIAL CONTRACTS OF LIPARI DIAMOND MINES LTD.

[REDACTED – Commercially Sensitive]

Description of Material Contract	Estimated Value	Effective Date	Expiry Date
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

MATERIAL CONTRACTS OF LIPARI MINERAÇÃO LTDA.

Description of Material Contract	Estimated Value	Effective Date	Expiry Date
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted].	[redacted]	[redacted]	[redacted]

[REDACTED – Commercially Sensitive]

[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

[REDACTED – Commercially Sensitive]

MATERIAL CONTRACTS OF SOPEMI

Description of Material Contract	Estimated Value	Effective Date	Expiry Date
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

SCHEDULE "D"

LEASED PREMISES

[REDACTED – Commercially Sensitive]

Description of Lease Contract	Estimated Value	Effective Date	Expiry Date
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

Information relating to the premises leased by Lipari has been removed for confidentiality reasons.

SCHEDULE "E"

LIPARI LINES OF CREDIT

3RD Party Lines of Credit (as of 31-12-22)

[REDACTED – Commercially Sensitive]

Bank/Creditor	Fx R$ 5.2177	Balance Owing (P+I)		Interest Rate	Final Payment Date
	Currency	BRL	USD		
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]0
TOTALS		R[redacted]	[redacted]		

Information relating to the Lipari indebtedness has been removed as it contains confidential information.

Information in this Schedule E relates to personal information of employees and consultants and has been removed for privacy reasons.

SCHEDULE "F"
EMPLOYMENT MATTERS

Lipari Mineração Ltda.

A complete list of employees with base salary per month and the total burdened cost to the Company. Lipari Mineração Ltda. ("Lipari") employees contracted under the labour law in Brazil (*Consolidação das leis do trabalho – CLT)* are eligible for benefits such as a Severance Guarantee Fund (Fundo de Garantia) and Brazilian Social Security (Instituto Nacional do Seguro Social). Lipari also provides a Group Health Plan provided by Bradesco Seguros. Termination costs for employees contracted under the CLT are calculated in relation to time of service in accordance with the legislation. Employees who work for Lipari as contractors have termination clauses ranging from 3 months notice period to one year of fees in the case of some of the President and two of the long-serving employees.

[REDACTED – Commercially Sensitive]

Fx *R$ 5.2243* *@28/02/2023*

Head Office & Administration

Dept	Cost Centre	Area	Empl #	Name	Admission Date	Position/Title	Base Salary/month (BRL)	Burdened Cost/month to Company (BRL)	Base Salary/month (USD Equiv.)	Burdened Cost/month to Company (USD Equiv.)
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

[REDACTED – Commercially Sensitive]

Mining Department										
Dept	Cost Centre	Area	Empl #	Name	Admission Date	Position/Title	Base Salary/month (BRL)	Burdened Cost/month to Company (BRL)	Base Salary/month (USD Equiv.)	Burdened Cost/month to Company (USD Equiv.)
0	[redacted]									

[REDACTED – Commercially Sensitive]

Mine Maintenance Department										
Dept	Cost Centre	Area	Empl #	Name	Admission Date	Position/Title	Base Salary/month (BRL)	Burdened Cost/month to Company (BRL)	Base Salary/month (USD Equiv.)	Burdened Cost/month to Company (USD Equiv.)
01	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

[REDACTED – Commercially Sensitive]

Processing Department										
Dept	Cost Centre	Area	Empl #	Name	Admission Date	Position/Title	Base Salary/month (BRL)	Burdened Cost/month to Company (BRL)	Base Salary/month (USD Equiv.)	Burdened Cost/month to Company (USD Equiv.)
0 [redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

[REDACTED – Commercially Sensitive]

[redacted]										
Dept	Cost Centre	Area	Empl #	Name	Admission Date	Position/Title	Base Salary/month (BRL)	Burdened Cost/month to Company (BRL)	Base Salary/month (USD Equiv.)	Burdened Cost/month to Company (USD Equiv.)
0 [redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

ESG, Safety and Security Departments										
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
						[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

SCHEDULE "G"
GSH MATERIAL CONTRACTS

GSH does not have any contracts which can be classified as Material Contracts.