

LEVIATHAN GOLD LTD.

and

CURA EXPLORATION BOTSWANA CORP.

and

1555801 B.C. LTD.

AMALGAMATION AGREEMENT

September 11, 2025

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AMALGAMATION AGREEMENT

THIS AGREEMENT is made as of the 11th day of September, 2025,

BETWEEN:

LEVIATHAN GOLD LTD., a company existing under the laws of the Province of British Columbia

(“**Leviathan**”)

- and -

1555801 B.C. Ltd., a company existing under the laws of the Province of British Columbia

(“**Subco**”)

- and -

CURA EXPLORATION BOTSWANA CORP., a company existing under the laws of the Province of British Columbia

(“**Cura**”)

WHEREAS:

- A. Leviathan is a company incorporated under the provisions of the *Business Corporations Act* (British Columbia) (the “**BCBCA**”) whose common shares are listed on the TSX Venture Exchange;
- B. Subco is a wholly-owned subsidiary of Leviathan, currently existing for the sole purpose of effecting the Amalgamation (as defined herein);
- C. Cura is a privately held company incorporated under the provisions of the BCBCA;
- D. Pursuant to the Afri Acquisitions (as defined herein), Cura acquired the Afri Entities which own a portfolio of prospecting licenses in Botswana, as more particularly set forth in Schedule “B” hereto (the “**Botswana Licenses**”);
- E. The Cura Securityholders are the beneficial and legal owners of all of the issued and outstanding Cura Securities;
- F. Leviathan proposes to acquire all of the issued and outstanding securities of Cura by way of a three-cornered amalgamation under which Subco amalgamates with Cura to form a new company (“**Amalco**”), Leviathan is issued all of the Amalco Shares and all of the issued and outstanding Cura Securities held by Cura Securityholders shall be exchanged for Leviathan Consideration Securities, upon and subject to the terms and conditions of this Agreement; and
- G. Following completion of the Amalgamation, Leviathan will carry on, through Amalco, the business presently carried on by Cura.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows, with the intent to be legally bound:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

As used in this Agreement (including the recitals hereto), the following terms have the following meanings:

“**affiliate**” has the meaning specified in National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators.

“**Afri Acquisitions**” means the acquisition of all of the issued and outstanding shares of each of the Afri Entities pursuant to the Afri Energy Share Purchase Agreement, the AfriMetals No. 1 Share Purchase Agreement and the AfriMetals No. 2 Share Purchase Agreement, pursuant to which:

- (a) Cura became the sole legal and beneficial owner of all the outstanding securities of AfriMetals No. 1 Pty Ltd., who through its wholly-owned subsidiary, Innovation Surveyors (Pty) Ltd. owns certain Botswana Licenses;
- (b) Cura became the sole legal and beneficial owner of all the outstanding securities of AfriMetals No. 2 Pty Ltd., who through its wholly-owned subsidiary, GCM Resources (Pty) Ltd., owns certain Botswana Licenses; and
- (c) Cura became the sole legal and beneficial owner of all the outstanding securities of Afri Energy Pty Ltd., who through its wholly-owned subsidiary, Afri-Uranium (Pty) Ltd., owns certain Botswana Licenses.

“**Afri Entities**” means Afri Energy Pty Ltd., AfriMetals Pty No.1 Ltd. and AfriMetals Pty No. 2 Ltd.

“**Afri Entities Subsidiaries**” means Innovation Surveyors (Pty) Ltd., GCM Resources (Pty) Ltd. and Afri-Uranium (Pty) Ltd.

“**Afri Energy Share Purchase Agreement**” means the amended and restated share purchase agreement between Cura, Afri Energy Pty Ltd. and the shareholders of Afri Energy Pty Ltd. dated March 25, 2025.

“**Afri Energy Termination and Release Agreement**” means the amended and restated termination and release agreement between Cura, Ilala Metals Limited CAN 663 133 202 and certain shareholders of Afri Energy Pty Ltd. dated March 25, 2025.

“**AfriMetals No. 1 Royalty Agreement**” means the amended royalty agreement between AfriMetals Pty No.1 Ltd., Innovation Surveyors (Pty) Ltd., and the former shareholders of Innovation Surveyors (Pty) Ltd, dated December 16, 2024.

“**AfriMetals No. 2 Royalty Agreement**” means the amended royalty agreement between AfriMetals Pty No. 2 Ltd., GCM Resources (Pty) Ltd., and the former shareholders of GCM Resources (Pty) Ltd, dated December 16, 2024.

“**AfriMetals Royalty Agreements**” means the AfriMetals No.1 Royalty Agreement and the AfriMetals No. 2 Royalty Agreement.

“**AfriMetals No.1 Share Purchase Agreement**” means the amended and restated share purchase agreement between Cura, AfriMetals Pty No.1 and the shareholders of AfriMetals Pty No.1 Ltd. dated March 25, 2025.

“**AfriMetals No. 2 Share Purchase Agreement**” means the amended and restated share purchase agreement between Cura, AfriMetals Pty No. 2 and the shareholders of AfriMetals Pty No. 2 Ltd. dated March 25, 2025.

“**Agreement**” means this amalgamation agreement, together with the Schedules attached hereto, as same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“**Amalco**” has the meaning ascribed to that term in the recitals.

“**Amalco Shares**” means the common shares of Amalco to be issued to Leviathan pursuant to the Amalgamation.

“**Amalgamation**” means the amalgamation of Cura and Subco pursuant to the provisions of the BCBCA on the terms and conditions set forth in this Agreement, subject to any amendment thereto in accordance herewith, and whereby Leviathan acquires all of the issued and outstanding Cura Securities from the Cura Securityholders thereof in exchange for the issuance by Leviathan of the Leviathan Consideration Securities, all on the terms and conditions set forth herein.

“**Amalgamation Application**” means the amalgamation application of Cura and Subco (including the form of Notice of Articles of Amalco attached thereto) in respect of the Amalgamation, substantially in the form to be agreed between the parties, acting reasonably and to be filed with the Registrar under the BCBCA.

“**Amalgamation Resolution**” means the special resolution of the Cura Shareholders approving the Amalgamation, substantially in the form attached as Schedule “C” hereto.

“**Authorization**” means any authorization, order, permit, approval, grant, licence, registration, consent, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, bylaw, rule or regulation, of, from or required by any Governmental Entity.

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

“**Botswana Licenses**” has the meaning ascribed to that term in the recitals.

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Vancouver, British Columbia.

“**Certificate of Amalgamation**” means the certificate of amalgamation to be issued by the Registrar in respect of the Amalgamation in accordance with Subsection 281 of the BCBCA.

“**Closing**” means the completion of the Transaction on the Closing Date pursuant to the terms and conditions of this Agreement.

“Closing Date” means the effective date of the Amalgamation shown on the Certificate of Amalgamation.

“Commodity Linked Agreement” means any joint venture, back-in rights, farm-in rights, earn-in rights, streaming arrangements, royalty rights, off-take rights, rights of first offer, option rights, rights of first refusal or similar rights or provisions or any agency marketing fees, volume or production based payments or commodity based payments (whether based on price of a commodity or volume of commodity produced or otherwise) or any other arrangements or payments (actual or contingent) where a Person would receive or be entitled to receive: (a) a direct or indirect interest in any mineral project; (b) the issued and outstanding securities of Cura, the Afri Entities or the Afri Entities Subsidiaries, as applicable; or (iii) payment or payments or a fee or fees in connection with the production or sale of minerals from any mineral project or the development or commencement of mining operations at any mineral project.

“Confidential Information” has the meaning ascribed thereto in Section 4.3(2).

“Constituting Documents” means, with respect to any Person, such Person’s notice of articles or articles of incorporation, amalgamation, or continuation, as applicable, and articles or by-laws, as applicable, and all amendments to such notice of articles, articles or by-laws.

“Contracts” means any agreement, commitment, engagement, contract, franchise, licence, obligation or undertaking (written or oral) to which a Party or any of its respective subsidiaries, as applicable, is a party or by which it or any of its respective subsidiaries, as applicable, is bound or affected or to which any of their respective properties or assets is subject.

“Cura” means Cura Exploration Botswana Corp., a company existing under the Laws of the Province of British Columbia.

“Cura Board” means the board of directors of Cura as constituted from time to time.

“Cura Existing Definitive Agreements” means, collectively, the Afri Energy Share Purchase Agreement, the AfriMetals No.1 Share Purchase Agreement, the AfriMetals No. 2 Share Purchase Agreement and the Afri Energy Termination and Release Agreement.

“Cura Financial Statements” means the consolidated annual audited financial statements of Cura as at and for the period of incorporation on November 26, 2024 to May 31, 2025 (including the notes thereto).

“Cura Financing” means the issuance of 11,000,000 Cura Shares and 3,000,000 Cura Subscription Receipts at a issue price of not less than \$0.25 per Cura Share or Cura Subscription Receipt, as applicable.

“Cura Material Contract” means any Contract to which Cura is a party or bound or to which any of their respective assets are subject:

- (a) that if terminated or modified or if it ceased to be in effect, would reasonably be expected to be material to Cura;
- (b) relating directly or indirectly to the guarantee of any material liabilities or material obligations or to material indebtedness for borrowed money,;
- (c) restricting the incurrence of indebtedness by Cura or the incurrence of any Encumbrance on any properties or assets of Cura, or restricting the payment of dividends by Cura in each case, in any material respect;

- (d) under which Cura is obligated to make or expects to receive payments in excess of \$25,000 over the remaining term;
- (e) providing for the establishment, investment in, organization or formation of any joint venture, limited liability company, partnership or similar entity that is material to Cura;
- (f) that creates an exclusive dealing arrangement or grants “most favoured nation” status in a manner that would restrict or affect the future business activity of Cura in a manner that is material to Cura;
- (g) that grants any rights of first refusal, rights of first negotiation or other similar rights to any person with respect to the sale of any ownership interest of Cura or any material business or assets of Cura;
- (h) is a Commodity Linked Agreement or similar agreement;
- (i) with any Governmental Entity;
- (j) that contains any material exclusivity or non-solicitation obligations of Cura;
- (k) providing for severance or change in control payments;
- (l) providing for the purchase, sale or exchange of, or option to purchase (excluding any option of Cura to purchase), sell or exchange, any other property or asset where the purchase or sale price or agreed value or fair market value of such property or asset, and pursuant to which obligations remain outstanding; or
- (m) that limits or restricts in any material respect (i) the ability of Cura to engage in any line of business or carry on business in any geographic area, or (ii) the scope of Persons to whom Cura may sell products or deliver services.

“**Cura Meeting**” means the special meeting of Cura Securityholders, including any adjournment or postponement of such special meeting in accordance with the terms of this Agreement, if required, to be called and held in accordance with applicable Laws to consider the Amalgamation Resolution.

“**Cura Securities**” means the Cura Shares, Cura Subscription Receipts and the Cura Warrants.

“**Cura Securityholder List**” means the list of holders of Cura Securities delivered by Cura to Leviathan following the completion of the Cura Financing.

“**Cura Securityholders**” means the Persons who will, on the Effective Date, beneficially and legally own the Cura Shares (including for greater certainty former holders of Cura Subscription Receipts) and the Cura Warrants.

“**Cura Securityholders Voting and Support Agreement**” means the agreement signed by the Cura Securityholders who hold more than 10% of the Cura Securities as of the date hereof or are directors and officers of Cura as of the date hereof to vote in favour of the Amalgamation Resolution and to not dispose or otherwise encumber their Cura Securities.

“**Cura Shares**” means 37,000,000 issued and outstanding common shares in the capital of Cura, being all of the issued and outstanding common shares in the capital of Cura as at the time of the Effective Time (assuming conversion of all Cura Subscription Receipts).

“**Cura Shareholders**” means, at the applicable time, the registered or beneficial holders of Cura Shares, as the context requires.

“**Cura Subscription Receipts**” means the subscription receipts issued by Cura pursuant to the Cura Financing with each such Cura Subscription Receipt converting into one (1) Cura Share concurrently with the closing of the Afri Acquisitions and immediately prior to the Effective Time.

“**Cura Warrants**” means the outstanding common share purchase warrants of Cura entitling the holders thereof to purchase up to 5,500,000 Cura Shares at a price of \$0.15 per Cura Share and expiring two years after the Effective Date.

“**Effective Date**” means the date shown on the Certificate of Amalgamation.

“**Effective Time**” means 12:01 a.m. (Vancouver Time) on the Effective Date, or such other time that Leviathan and Cura may mutually determine.

“**Encumbrance**” means, whether or not registered or registrable or recorded or recordable, and regardless of how created or arising:

- (a) a mortgage, assignment of rent, lien (statutory or otherwise), encumbrance, adverse claim, charge, restriction, title defect, security interest, hypothec or pledge, whether fixed or floating, against assets or property (whether real, personal, mixed, tangible or intangible), hire purchase agreement, conditional sales contract, title retention agreement, equipment trust or financing lease, and a subordination to any right or claim of others in respect thereof;
- (b) a claim, interest, or estate against or in assets or property (whether real, personal, mixed, tangible or intangible), including, without limitation, an easement, right-of-way, servitude or other similar right in property granted to or reserved or taken by any Person;
- (c) an option or other right to acquire any interest in, any assets or property (whether real, personal, mixed, tangible or intangible);
- (d) a lien or charge for taxes, assessments, duties, fees, premiums, imposts, levies and other charges imposed by any lawful authority;
- (e) any other encumbrance of whatsoever nature and kind against assets or property (whether real, personal, mixed, tangible or intangible);
- (f) any other third party interest or encumbrance of any kind, in each case, whether contingent or absolute; or
- (g) any agreement to create, or right capable of becoming, any of the foregoing.

“**Environmental Laws**” means all Laws and agreements with Governmental Entities and all other statutory requirements imposing liability or standards of conduct for, or relating to, the regulation of activities, materials, substances or wastes in connection with, or for, the protection of human health, safety, the

environmental or natural resources (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation) and all Authorizations issued pursuant to such Laws, agreements or other statutory requirements.

“**Exchange**” means the TSX Venture Exchange.

“**Exchange Approval**” means the conditional approval of the Exchange to list (a) the Leviathan Consideration Shares, (b) the Leviathan Shares issuable upon the due exercise of the Leviathan Replacement Warrants, to be issued pursuant to the Transaction on the Closing Date, and (c) and the Milestone Share Payments issuable pursuant to the Cura Existing Definitive Agreements, subject only to customary conditions to be satisfied in connection with the completion of the Transaction and/or following the completion of the Transaction.

“**Governmental Entity**” means (a) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign, (b) any subdivision, agent or authority of any of the foregoing, (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (d) any stock exchange, including the Exchange.

“**Hazardous Substances**” means pollutants, contaminants, wastes of any nature, hazardous substances, hazardous materials, toxic substances, prohibited substances, designated substances, dangerous substances or dangerous goods as defined, judicially interpreted or identified in any Environmental Laws including asbestos, asbestos-containing materials, polychlorinated biphenyls (PCBs) and mould.

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

“**Intellectual Property**” means domestic and foreign: (a) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (b) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (c) copyrights, copyright registrations and applications for copyright registration; (d) mask works, mask work registrations and applications for mask work registrations; (e) designs, design registrations, design registration applications and integrated circuit topographies; (f) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (g) software; and (h) any other intellectual property and industrial property.

“**Laws**” means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended.

“**Leviathan**” means Leviathan Gold Ltd., a company existing under the Laws of the Province of British Columbia.

“Leviathan Board” means the board of directors of Leviathan as constituted from time to time.

“Leviathan Consideration Securities” means, collectively, the Leviathan Consideration Shares and the Leviathan Replacement Warrants to be issued at the Effective Date pursuant to the terms and conditions of this Agreement.

“Leviathan Consideration Shares” means the 37,000,000 Leviathan Shares (after giving effect to the exercise of the Cura Subscription Receipts) to be issued by Leviathan to the Cura Securityholders in exchange for the Cura Shares at the Effective Date pursuant to the terms and conditions of this Agreement.

“Leviathan Equity Incentive Plan” means the long-term incentive plan of Leviathan with an effective date of November 15, 2022.

“Leviathan Filings” means all documents of Leviathan publicly filed under the profile of Leviathan on SEDAR+ since June 30, 2023 or posted on Leviathan’s website at www.leviathangold.com.

“Leviathan Financial Statements” means the consolidated annual audited financial statements of Leviathan as at and for the fiscal year ended June 30, 2024 (including the notes thereto) and related MD&A.

“Leviathan Material Contract” means any Contract to which Leviathan or any of its subsidiaries is a party or bound or to which any of their respective assets are subject:

- (a) that if terminated or modified or if it ceased to be in effect, would reasonably be expected to be material to Leviathan and its subsidiaries, taken as a whole;
- (b) relating directly or indirectly to the guarantee of any material liabilities or material obligations or to material indebtedness for borrowed money, other than any guarantee provided by Leviathan to any wholly-owned subsidiary;
- (c) restricting the incurrence of indebtedness by Leviathan or any of its subsidiaries (including by requiring the granting of an equal and rateable Encumbrance) or the incurrence of any Encumbrances on any properties or assets of Leviathan or any of its subsidiaries, or restricting the payment of dividends by Leviathan in each case, in any material respect;
- (d) other than as disclosed in the Leviathan Filings, under which Leviathan or any of its subsidiaries is obligated to make or expects to receive payments in excess of \$1,000,000 over the remaining term;
- (e) providing for the establishment, investment in, organization or formation of any joint venture, limited liability company, partnership or similar entity that is material to Leviathan and its subsidiaries, taken as a whole;
- (f) that creates an exclusive dealing arrangement or grants “most favoured nation” status in a manner that would restrict or affect the future business activity of Leviathan or its subsidiaries in a manner that is material to Leviathan and its subsidiaries, taken as a whole;
- (g) other than as disclosed in the Leviathan Filings, that grants any rights of first refusal, rights of first negotiation or other similar rights to any person with respect to the sale of any ownership interest of Leviathan or a material subsidiary or any material business or assets of Leviathan and its subsidiaries, taken as a whole;

- (h) with any Governmental Entity;
- (i) that contains any material exclusivity or non-solicitation obligations of Leviathan or any of its subsidiaries, other than such provisions that are entered into in the Ordinary Course;
- (j) other than as disclosed in the Leviathan Filings, providing for severance or change in control payments that have not been satisfied as of the date of this Agreement;
- (k) other than in the Ordinary Course, providing for the purchase, sale or exchange of, or option to purchase (excluding any option of Leviathan or any of its subsidiaries to purchase), sell or exchange, any other property or asset where the purchase or sale price or agreed value or fair market value of such property or asset, and pursuant to which obligations remain outstanding; and
- (l) that limits or restricts in any material respect (i) the ability of Leviathan or any of its subsidiaries to engage in any line of business or carry on business in any geographic area, or (ii) the scope of Persons to whom Leviathan or any of its subsidiaries may sell products or deliver services.

“Leviathan Replacement Warrants” means the 5,500,000 common share purchase warrants in the capital of Leviathan, to be issued by Leviathan in exchange for the acquisition of the Cura Warrants on the Effective Date pursuant to the terms and conditions of this Agreement, with each Leviathan Replacement Warrant have the same exercise price and term as the Cura Warrants.

“Leviathan Shares” means the common shares in the authorized capital of Leviathan.

“LOI” means the non-binding letter of intent between Cura and Leviathan dated June 13, 2025, as amended on August 12, 2025 .

“Material Adverse Effect” means an effect which, in either case, either individually or in the aggregate, that is, or would reasonably be expected to be, material and adverse to the assets, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), business, operations, prospects, results of operations, capital, property, obligations (whether absolute, accrued, conditional or otherwise) or financial condition of a Party and its subsidiaries (which in the case of Cura shall be deemed to include the Afri Entities and Afri Entities Subsidiaries and their respective assets, including the Botswana Licenses) on a consolidated basis, other than changes, effects, events, occurrences or states of fact resulting from: (a) a change in the market price of the Leviathan Shares following and reasonably attributable to the public announcement of the execution of this Agreement and the transactions contemplated hereby; (b) general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States, Botswana or jurisdictions where Leviathan or Cura has business and operations; (c) any change in IFRS occurring after the date hereof; (d) any change in applicable Laws or in the interpretation thereof by any Governmental Entity occurring after the date hereof; (e) the commencement, occurrence or continuation of any war, armed hostilities or acts of terrorism; or (f) any natural disaster; provided, however, that with respect to clauses (b) to (f), such changes do not relate primarily to Leviathan or Cura, as applicable, or do not have a disproportionate effect on Leviathan or Cura, as applicable, compared to other companies of similar size and business, and references in this Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether a “Material Adverse Effect” has occurred.

“MD&A” means management’s discussion and analysis.

“Milestone Share Payments” means the obligations under the Afri Energy Share Purchase Agreement and the AfriMetals No.1 Share Purchase Agreement to issue common shares of Cura or Leviathan, as applicable, upon certain targets, as further described in Schedule “A” hereto.

“Ordinary Course” means, with respect to an action taken by a Party or any subsidiary (if applicable) that such action is consistent with the past practices of such Party or such subsidiary and is taken in the ordinary course of the normal day-to-day operations of the business of such Party or such subsidiary.

“Outside Date” means October 31, 2025 or such later date as may be agreed to in writing by Cura and Leviathan.

“Parties” means Cura and Leviathan and **“Party”** means any one of them, as the context requires.

“Permits” means all licenses, permits and similar rights and privileges that are required and necessary under applicable legislation, regulations, rules and orders for Leviathan or Cura, as the case may be, to own and operate their assets and business or for the status and qualification of the Leviathan or Cura, as the case may be, to own and operate their assets and to carry on their business in the Ordinary Course.

“Permitted Encumbrances” means, in respect of a Party or any of its subsidiaries, as applicable, any one or more of the following:

- (a) Encumbrances for Taxes which are not yet due or delinquent or that are being properly contested in good faith by appropriate proceedings and in respect of which adequate reserves have been provided in such Party’s most recent publicly filed financial statements;
- (b) inchoate or statutory Encumbrances of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of assets, provided that such Encumbrances are related to obligations not due or delinquent, are not registered against title to any assets and in respect of which adequate holdbacks are being maintained as required by applicable Law;
- (c) easements, covenants and rights of way and other similar restrictions of record, and zoning, building and other similar restrictions that in each case do not detract from the value or interfere with the use of the real or immovable property subject thereto;
- (d) such other imperfections or irregularities of title or Encumbrance that, in each case, do not adversely affect the use of the properties or assets subject thereto or otherwise impair business operations of such properties;
- (e) agreements with any Governmental Entity and any public utilities or private suppliers of services that in each case do not detract from the value or interfere with the use of the real or immovable property subject thereto;
- (f) the Encumbrances described in the Leviathan Filings; and
- (g) the AfriMetals Royalty Agreements.

“Persons” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

“**Registrar**” has the meaning ascribed to it in the BCBCA.

“**Required Shareholder Approval**” means the approval of the Amalgamation Resolution by holders of at least 66 2/3% of the Cura Shareholders and, if required by the Exchange, approval of the Transaction by the shareholders of Leviathan.

“**Securities Authorities**” means the British Columbia Securities Commission and any other applicable securities commissions or securities regulatory authority of a province or territory of Canada or any other jurisdiction with authority in respect of the Leviathan and Cura and/or its subsidiaries, as applicable.

“**Securities Laws**” means the *Securities Act* (British Columbia) together with all other applicable securities Laws, rules and regulations thereunder or under the securities laws of any other province or territory of Canada and the rules of the Exchange, as now in effect and as they may be promulgated or amended from time to time.

“**SEDAR+**” means the System for Electronic Document Analysis and Retrieval+ developed by the Canadian Securities Administrators.

“**Subco**” means 1555801 B.C. Ltd, a company existing under the Laws of the Province of British Columbia and a wholly-owned subsidiary of Leviathan.

“**Subco Shares**” means the common shares of Subco.

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

“**subsidiary**” has the meaning specified in National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators; and in respect of Leviathan means: (a) Leviathan Gold (Australia) PTY Ltd.; (b) 1274996 B.C. Ltd.; and (c) Foca Metals Corp.

“**Tax**” or “**Taxes**” means any taxes, duties, fees, premiums, assessments, imposts, levies, expansion fees and other charges of any kind whatsoever imposed by any Governmental Entity, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, windfall, royalty, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes and all employment insurance, health insurance and Canada, British Columbia and other pension plan premiums or contributions imposed by any Governmental Entity.

“**Tax Returns**” means all returns, information returns, reports, declarations, elections, designations, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required by a Governmental Entity to be made, prepared or filed by Law in respect of Taxes.

“**Title Opinion**” means the title opinion rendered by Armstrongs with respect to the title and the ownership of the Botswana Licenses.

“**Transaction**” means the transactions contemplated by this Agreement, including the Amalgamation.

1.2 Certain Rules of Interpretation

In this Agreement, unless otherwise specified:

- (1) **Headings, etc.** The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Agreement.
- (2) **Currency.** All references to dollars or to “\$” are references to Canadian dollars and unless otherwise indicated. All references to U.S. dollars or to “US\$” are references to United States dollars.
- (3) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (4) **Certain Phrases and References, etc.** The words “including”, “includes” and “include” mean “including (or includes or include) without limitation,” and “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of.” Unless stated otherwise, “Article”, “Section”, and “Schedule” followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Agreement. The term “Agreement” and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it.
- (5) **Capitalized Terms.** All capitalized terms used in any Schedule have the meanings ascribed to them in this Agreement.
- (6) **Knowledge.** Where any representation or warranty is expressly qualified by reference to the knowledge of Cura, it is deemed to refer to the actual knowledge of Dain Currie and Samantha Shorter after due enquiry of senior management within Cura. Where any representation or warranty is expressly qualified by reference to the knowledge of Leviathan, it is deemed to refer to the actual knowledge of Luke Norman (Chief Executive Officer) and Jonathan Richards (Chief Financial Officer) after due enquiry within Leviathan and its subsidiaries.
- (7) **Accounting Terms.** All accounting terms used in respect of Cura and Leviathan are to be interpreted in accordance with IFRS and all determinations of an accounting nature in respect of Cura and Leviathan required to be made shall be made in a manner consistent with IFRS.
- (8) **Statutes.** Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.
- (9) **Computation of Time.** A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day.
- (10) **Time References.** References to time are to local time, Vancouver, British Columbia.

1.3 Schedules

- (1) The following schedules attached hereto constitute a part of this Agreement:

Schedule A – Milestone Share Payments

Schedule B – Botswana Licenses

Schedule C – Amalgamation Resolution

- (2) The schedules attached to this Agreement form an integral part of this Agreement for all purposes of it. Wherever any provision of any schedule to this Agreement conflicts with any provision in the body of this Agreement, the provisions of the body of this Agreement shall prevail. References herein to a schedule shall mean a reference to a schedule to this Agreement. References in any schedule to this Agreement shall mean a reference to this Agreement. References to any schedule to another schedule shall mean a reference to a schedule to this Agreement.

ARTICLE 2 APPROVAL AND IMPLEMENTATION OF THE TRANSACTION

2.1 Terms of Transaction

The Parties agree that the Transaction will be implemented in accordance with the terms and subject to the conditions contained in this Agreement.

2.2 Subco Approval of Amalgamation

Leviathan represents and warrants to Subco that it shall, in its capacity as the sole shareholder of Subco, approve and execute a written resolution approving the Amalgamation as soon as reasonably practicable and, in any event, prior to the Effective Time.

2.3 Cura Securityholder Approval of Transaction

Cura shall:

- (1) convene and conduct the Cura Meeting in accordance with Cura's Constating Documents and applicable Laws as soon as reasonably practicable and, in any event, on or before September 30, 2025, and not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Cura Meeting without the prior written consent of Leviathan, except:
- (a) where Cura will not have a sufficient number of securities represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Cura Meeting, Cura shall have the right to, on one or more occasions, without the prior written consent of Leviathan, to postpone or adjourn the Cura Meeting for the minimum duration necessary to satisfy the quorum requirement; or
 - (b) as required by Law or by a Governmental Entity.
- (2) solicit proxies in favour of the approval of the Amalgamation Resolution and against any resolution submitted by any Cura Shareholder that is inconsistent with the Amalgamation Resolution and the completion of any of the transactions contemplated by this Agreement, including, if so requested by Leviathan and at Leviathan's expense, using proxy solicitation services firms and cooperating

with any Persons engaged by Leviathan to solicit proxies in favour of the approval of the Amalgamation Resolution;

- (3) provide Leviathan with copies of or access to information regarding the Cura Meeting generated by any transfer agent or proxy solicitation services firm which has been retained by Cura, as reasonably requested in writing from time to time by Leviathan;
- (4) consult with Leviathan in fixing the record date for the Cura Meeting and the date of the Cura Meeting and give notice to Leviathan of the Cura Meeting;
- (5) promptly advise Leviathan, at such times as Leviathan may reasonably request in writing and at least on a daily basis on each of the last seven (7) Business Days prior to the date of the Cura Meeting, as to the aggregate tally of the proxies received by Cura in respect of the Amalgamation Resolution;
- (6) promptly advise Leviathan of any written communication received by Cura from any Person in opposition to the Transaction and provide Leviathan with an opportunity to review and comment upon any written communications sent by or on behalf of Cura to any such Person and to participate in any discussions, negotiations or proceedings involving any such Person;
- (7) not make any payment or settlement offer, or agree to any payment or settlement with respect to any claims regarding the Transaction without the prior written consent of Leviathan, acting reasonably;
- (8) not, except with the consent of Leviathan, change the record date for Cura Shareholders entitled to vote at the Cura Meeting in connection with any adjournment or postponement of the Cura Meeting, unless required by Law;
- (9) at the reasonable written request of Leviathan from time to time, provide Leviathan with a list (in both written and electronic form) of the registered Cura Shareholders, together with their addresses and respective holdings of Cura Securities; and
- (10) permit Leviathan and or any officer, director, employee, representative (including any financial or other advisor) or agent of Cura or of any of its subsidiaries to attend the Cura Meeting.

2.4 Securities Compliance

Leviathan and Cura shall use commercially reasonable efforts to obtain all orders required from the applicable Governmental Entity and the Exchange to permit (subject to escrow or resale conditions imposed by the Exchange) the issuance in a jurisdiction of Canada to residents of Canada of the Leviathan Consideration Securities issuable pursuant to the Amalgamation without qualification with, or approval of, or the filing of any prospectus or similar document, or the taking of any proceeding with, or the obtaining of any further order, ruling or consent from, any Governmental Entity under any Canadian federal, provincial or territorial securities or other applicable Laws, or the fulfillment of any other legal requirement in any such jurisdiction other than for any required filings under National Instrument 51-102 – *Continuous Disclosure Obligations* or 45-106 – *Prospectus Exemptions* and any filings required by the Exchange.

2.5 Preparation of Filings

- (1) Leviathan and Cura shall co-operate in:

- (a) the preparation of any application for any orders or documents reasonably deemed by Leviathan and Cura to be necessary to discharge their respective obligations under applicable Laws in connection with this Agreement and the Transaction;
 - (b) the taking of all such action as may be required under any applicable Laws in connection with the issuance of the Leviathan Consideration Securities; and
 - (c) the taking of all such action as may be required under the BCBCA in connection with the Transaction.
- (2) Each of Leviathan and Cura shall promptly furnish to the other all information concerning it and its security holders as may be required for the effectuation of the actions described herein, and each covenants that no information furnished by it (to its knowledge in the case of information concerning its shareholders) in connection with such actions or otherwise in connection with the consummation of the Amalgamation and the other transactions will contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in the light of the circumstances in which it is furnished.

2.6 Terms of Amalgamation

Subject to the terms and conditions of this Agreement, Leviathan, Cura and Subco hereby covenant and agree to implement the Amalgamation as follows:

- (1) **Filing of Amalgamation Application** – Subject to the rights of termination contained in Section 7.2 hereof, upon satisfaction and/or waiver of all conditions precedent of this Agreement, Subco and Cura shall jointly file with the Registrar the Amalgamation Application and such other documents as are required to be filed under the BCBCA to give effect to the Amalgamation, pursuant to provisions of the BCBCA.
- (2) **Effect of the Amalgamation** – At the Effective Time, the following shall occur and shall be deemed to occur in the following order without any further act or formality:
 - (a) Subco and Cura shall amalgamate to form Amalco and shall continue irrevocably as one company under the BCBCA with the effect set out in Section 270 of the BCBCA and on the following terms:
 - (i) Amalco shall become capable of immediately exercising the functions of an incorporated company;
 - (ii) the holders of Amalco Shares shall have the powers and the liability provided in the BCBCA;
 - (iii) each holder of Subco Shares and each Cura Shareholder is bound by this Agreement;
 - (iv) the property, rights and interests of each of Subco and Cura shall continue to be the property, rights and interests of Amalco;
 - (v) Amalco shall continue to be liable for the obligations of each of Cura and Subco;

- (vi) an existing cause of action, claim or liability to prosecution against either Cura or Subco is unaffected;
- (vii) a legal proceeding being prosecuted or pending by or against Cura or Subco may be prosecuted, or its prosecution may be continued, as the case may be, by or against Amalco;
- (viii) a conviction against, or a ruling, order or judgment in favour of or against, Cura or Subco may be enforced by or against the Amalco;
- (ix) each one (1) Subco Share issued and outstanding immediately prior to the Effective Time will be cancelled and replaced by one (1) issued and fully paid Amalco Share for each Subco Share held by Leviathan;
- (x) each one (1) Cura Share issued and outstanding immediately prior to the Effective Time (including for greater certainty the Cura Shares issued on the conversion of the Cura Subscription Receipts) shall be exchanged for one (1) Leviathan Consideration Share;
- (xii) each one (1) Cura Warrant outstanding immediately prior to the Effective Time shall be exchanged for one (1) Leviathan Replacement Warrant with such Leviathan Replacement Warrant;
- (xii) with respect to each Cura Share and Cura Warrant exchanged in accordance with the terms of Sections 2.6(2)(a)(x) and 2.6(2)(a)(xii),
 - (A) the Cura Securityholders shall cease to be the holders of such Cura Shares or Cura Warrants, as the case may be, and the name of such Cura Securityholder shall be removed from the applicable register of holders of such Cura Securities, as the case may be;
 - (B) the Cura Securities shall be deemed to have been cancelled as of the Closing Date, any and all rights the Cura Securityholders may have in or to any securities of Cura shall automatically (without any further action) be absolutely terminated and cancelled;
 - (C) the Cura Securityholders thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to exchange or transfer such securities in accordance with Section 2.6(2)(a)(xii);
- (xiv) in consideration of the issuance by Leviathan of the Leviathan Consideration Shares pursuant to 2.6(2)(a)(x), Amalco shall issue to Leviathan one fully paid and non-assessable Amalco Share for each Leviathan Consideration Share issued to former holders of Cura Shares; and
- (xv) Amalco will add to its capital of its common shares an amount equal to the aggregate “paid-up capital” of the shares of Cura and Subco immediately before the Effective Time for the purposes of the Tax Act.

- (b) In respect of the issuance of the Leviathan Consideration Shares pursuant to Section 2.6(2)(a)(x), Leviathan will add to its capital of its Leviathan Shares an amount equal to the amount added to Amalco's capital pursuant to Section 2.6(2)(a)(xv).
- (3) **Treatment of Fractional Shares** – Notwithstanding Section 2.6 of this Agreement, no Cura Shareholder shall be entitled to, and Leviathan will not issue, fractions of Leviathan Consideration Shares and no cash amount will be payable by Leviathan in lieu thereof. To the extent any Cura Shareholder would otherwise be entitled to receive a fractional Leviathan Consideration Share such fraction shall be rounded to the closest whole number of the Leviathan Shares in accordance with Section 83 of the BCBCA.
- (4) **Amalgamated Company** – Unless and until otherwise determined in the manner required by law, by Amalco or by its directors or the holder or holders of the Amalco Shares, the following provisions shall apply following the completion of the Amalgamation:
- (a) Name. The name of Amalco shall be “Cura Exploration Botswana Corp.” or such other name as may be agreed to between Cura and Leviathan;
- (b) Registered Office. The municipality where the registered office of Amalco shall be located is Vancouver. The address of the registered office of Amalco shall be c/o Fasken Martineau DuMoulin LLP, Suite 2900, 550 Burrard Street, Vancouver, British Columbia, V6C 0A3;
- (c) Business and Powers. There shall be no restrictions on the business that Amalco may carry on or on the powers it may exercise;
- (d) Authorized Share Capital. Amalco shall be authorized to issue an unlimited number of Amalco Shares;
- (e) Share Restrictions. Securities of Amalco may not be transferred without the prior written consent of the directors of Amalco;
- (f) Initial Directors. The initial director(s) of Amalco shall be as follows:
- Luke Norman
- Jonathan Richards
- or such other persons as the Leviathan and Cura may mutually agree;
- (g) Notice of Articles. The Notice of Articles of Amalco shall be in the form to be agreed between the parties, acting reasonably;
- (h) Articles. The articles of Amalco shall be in the form to be agreed between the parties, acting reasonably, and shall be signed by a director of Amalco;
- (i) Fiscal Year. The fiscal year end of Amalco shall be June 30 in each year, until changed by resolution of the board of directors of Amalco; and
- (j) Auditors. The auditors of Amalco, until the first annual general meeting of shareholders of Amalco, shall be Davidson & Company LLP, unless and until such auditors resign or are removed in accordance with the provisions of the BCBCA.

- (5) **Leviathan Consideration Shares** – At the Effective Time and in accordance with the terms of the Amalgamation, the Leviathan Consideration Shares shall be issued as set forth and described in the Cura Securityholder List. The certificates or DRS advices for such Leviathan Consideration Shares shall be delivered to the addresses set forth in the Cura Securityholder List.
- (6) **Leviathan Replacement Warrants** – At the Effective Time and in accordance with the terms of the Amalgamation, the Leviathan Replacement Warrants shall be issued as set forth in the Cura Securityholder List and the certificates for such Leviathan Replacement Warrants shall be delivered to the addresses set forth in the Cura Securityholder List.
- (7) **Restrictions on Resale** – Each of the Cura Securityholders will, if required by the Exchange, enter into an escrow agreement in respect of their Leviathan Consideration Shares in the prescribed form or accept their Leviathan Consideration Shares with such resale restrictions as may be required by the Exchange. If any Cura Securityholder is required by the Exchange to enter into an escrow agreement in respect of any Leviathan Consideration Share or Leviathan Replacement Warrants, the certificates for such Leviathan Consideration Shares and Leviathan Replacement Warrants shall not be delivered in accordance with Sections 2.6(5) or 2.6(6) and shall be held for delivery subject to the execution of and in accordance with the terms of any such escrow agreement.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Cura

- (1) Cura represents and warrants to Leviathan and Subco and acknowledges and agrees that Leviathan and Subco are relying upon the representations and warranties in connection with the entering into of this Agreement.
 - (a) Organization and Qualification. Cura is a legal entity duly incorporated under the laws of the Province of British Columbia and has all necessary corporate power and capacity to own its property and assets as now owned and to carry on its business as it is presently being conducted. Cura is duly registered, qualified or licensed to do business and is in good standing in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business makes such registration, qualification or licensing necessary, except where the failure to be so licensed, qualified or in good standing would not have a Material Adverse Effect. Cura has made available to Leviathan complete and correct copies of the Constatting Documents of Cura. Copies of such Constatting Documents are accurate and complete and have not been amended or superseded and no steps or proceedings have been taken or are pending or contemplated to amend, supplement or cancel such Constatting Documents. Cura is not in material default of the performance, observance or fulfillment of any of the provisions of its Constatting Documents.
 - (b) Business of Cura. Since incorporation, Cura has not carried on any business other than the pursuit of the Afri Acquisitions.
 - (c) Authority Relative to this Agreement. Cura has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Cura as contemplated by this Agreement, and to perform its obligations hereunder and under such agreements and instruments (subject to obtaining the approval of the Cura Shareholders of the Amalgamation Resolution). The execution and delivery of this Agreement by Cura and the performance by Cura of its obligations under this

Agreement have been duly authorized by the Cura Board and, except for obtaining the approval of the Cura Shareholders of the Amalgamation Resolution, no other corporate proceedings on its part are necessary to authorize this Agreement or the Transaction. This Agreement has been duly executed and delivered by Cura, and constitutes a legal, valid and binding obligation of Cura, enforceable against Cura in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other laws of general application relating to or affecting rights of creditors and to general equity principles.

(d) No Violation. Neither the authorization, execution, delivery and performance of this Agreement by Cura nor the completion of the transactions contemplated by this Agreement or the Transaction will result in a violation or breach of, constitute a default (or an event which, with notice or lapse of time or both, would become a default), require any consent or approval to be obtained or notice to be given under, or give rise to any third party right of termination, cancellation, suspension, acceleration, penalty or payment obligation or right to purchase or sale under, any provision of:

- (i) the Constatng Documents of Cura;
- (ii) except as set forth in section 23 of the *Mines and Minerals Act* (Botswana), any material Authorization or Material Contract to which Cura is a party or by which Cura or its or any of their respective properties or assets are bound; or
- (iii) any Laws (assuming compliance with the matters referred to in paragraph (f) below), regulation, order, judgment or decree applicable to Cura or any of its respective properties or assets;

except (A) in the case of clause (ii) above, for such breaches, defaults, consents, approvals, terminations, cancellations, suspensions, accelerations, penalties, payment obligations or rights which would not, individually or in the aggregate, be material to Cura and (B) in the case of clause (iii), for any violation, default or breach thereof which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

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

- (i) approval from the Cura Shareholders of the Amalgamation Resolution;
- (ii) filings required under the BCBCA, as applicable;
- (iii) filings with and approvals required by the Securities Authorities; and
- (iv) any other consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on Cura.

- (f) Capitalization.
- (i) The authorized share structure of Cura consists of: an unlimited number of common shares in the capital of Cura, of which 34,000,000 Cura Shares are issued and outstanding as at the date hereof and 3,000,000 Cura Subscription Receipts are issued and outstanding as at the date hereof.
 - (ii) 5,500,000 Cura Warrants are outstanding as at the date hereof, each entitling the holder thereof to purchase one (1) Cura Share at a price of \$0.15 until two years after the Effective Date.
 - (iii) All of the outstanding Cura Shares in the capital of Cura are duly authorized, validly issued, fully paid, and non-assessable, and are not and will not be subject to, or issued in violation of, any pre-emptive rights. All securities of Cura have been issued in compliance with all applicable Laws and Securities Laws.
 - (iv) No Person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of Cura or any other security convertible into or exchangeable for any such shares, or to require Cura to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital other than pursuant to the Cura Warrants.
 - (v) All securities of Cura have been issued in compliance with all applicable Laws, including the Securities Laws. There are no securities of Cura outstanding, other than the Cura Securities, which have the right to vote generally, or are convertible into or exchangeable for securities having the right to vote generally, with the holders of Cura Shares on any matter. There are no outstanding contractual or other obligations of Cura to repurchase, redeem or otherwise acquire any of Cura's securities. There are no outstanding bonds, debentures or other evidences of indebtedness of Cura having the right to vote with the holders of the outstanding Cura Shares on any matters.
- (g) Cura Financing. Cura has completed the Cura Financing as of the date hereof and Cura has delivered to Leviathan the Cura Securityholder List, which indicates that no more than 34,000,000 Cura Shares, 5,500,000 Cura Warrants and 3,000,000 Cura Subscription Receipts are issued and outstanding as of the date hereof.
- (h) Subsidiaries. Cura has no subsidiaries and does not hold any shares or securities (directly or indirectly) of any entity and is not affiliated with, nor is it a holding corporation of, any other body corporate.
- (i) Financial Statements. The Cura Financial Statements of which a true and complete copy has been made available to Leviathan were prepared in accordance with IFRS consistently applied (except as otherwise indicated in such financial statements and the notes thereto or, in the case of audited statements, in the related report of Cura's independent auditors) and present fairly, in all material respects, the consolidated financial position, financial performance and cash flows of Cura for the dates and periods indicated therein and reflect reserves required by IFRS in respect of all material contingent liabilities, if any, of Cura on a consolidated basis. There are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of Cura with

unconsolidated entities or other Persons. There has been no material change in Cura's accounting policies since Cura's date of incorporation, except as described in the Cura Financial Statements.

- (j) Net Cash on Hand.
 - (i) As at the date hereof, Cura has net working capital of approximately \$710,000, less professional fees (including legal and audit fees) incurred prior to the date hereof.
 - (ii) Cura has a sufficient level of working capital reasonably required to support the projected operations of its business.
- (k) Independent Auditors. Cura's current auditors are independent with respect to Cura within the meaning of the rules of professional conduct applicable to auditors in Canada.
- (l) Books and Records; Disclosure. The financial books, records and accounts of Cura: (i) have been maintained, in all material respects, in accordance with applicable Laws and IFRS; (ii) are stated in reasonable detail and accurately and fairly reflect all transactions, acquisitions and dispositions of the assets of Cura in all material respects; and (iii) are consistent with the Cura Financial Statements.
- (m) Minute Books. The corporate minute books of Cura contain minutes of all material meetings and material resolutions of their respective boards of directors and committees of their respective board of directors, other than those portions of minutes of meetings reflecting discussions of the Transaction, and shareholders, held according to applicable Laws and are complete and accurate in all material respects.
- (n) Shareholders' and Similar Agreement. Other than the Cura Securityholders Voting and Support Agreements, Cura is not a party to any shareholder, pooling, voting or other similar arrangement or agreement relating to the ownership or voting of any of the securities of Cura and has not adopted a shareholders rights plan or any other similar plan or agreement.
- (o) No Undisclosed Liabilities.
 - (i) Except as disclosed in the Cura Financial Statements, Cura has no material liabilities, indebtedness or obligations of any nature that would be required to be disclosed on a consolidated balance sheet of Cura (or the notes thereon) prepared in accordance with IFRS (whether accrued, absolute, contingent or otherwise).
 - (ii) On Closing, Cura shall be delivered with a cash-free, indebtedness-free balance sheet and shall have no contingent liabilities other than the Milestone Share Payments.
- (p) No Material Change. Since incorporation, except as expressly contemplated by this Agreement:
 - (i) Cura has conducted its business as currently conducted, excluding conduct relating to the Transaction or conduct that would not be material to Cura;

- (ii) there has not occurred any event, occurrence or development or a state of circumstances or facts which has had or would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Cura, taken as a whole;
 - (iii) there has not been any acquisition or sale by Cura of any property or assets that are material to Cura, taken as a whole;
 - (iv) there has not been any incurrence, assumption or guarantee by Cura of any debt for borrowed money, any creation or assumption by Cura of any Encumbrance (other than Permitted Encumbrances) on any asset or any making by Cura of any loan, advance or capital contribution to or investment in any other Person, except (A) as disclosed in the Cura Financial Statements or (B) as are not material to Cura;
 - (v) there has been no dividend or distribution of any kind declared, paid or made by Cura on any Cura Shares;
 - (vi) there has not been any entering into, or amendment of any material terms of, any Cura Material Contract;
 - (vii) there has not occurred any default or event of default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any debt of Cura (or the payment of which is guaranteed by Cura);
 - (viii) taken any action to make, change or rescind any tax election, amend any Tax Return or take any position on any Tax Return, taken any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset or attribute of Cura; and
 - (ix) there has not been any satisfaction or settlement of any claims or liabilities that were not reflected in the Cura Financial Statements, except as are not material to Cura.
- (q) Litigation. There is no claim, action, suit, grievance, complaint, proceeding, arbitration, charge, audit, indictment or investigation that is pending or has been commenced or, to the knowledge of Cura, is threatened, affecting Cura or affecting any of its property or assets (whether owned or leased) at law or in equity that, in each case, are material to Cura. To the knowledge of Cura, neither Cura nor any of its assets or properties are subject to any outstanding judgment, order, writ, injunction or decree material to Cura.
- (r) Taxes. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Cura:
- (i) Cura has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Entity, and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon;

- (ii) Cura has:
 - (A) duly and timely paid all Taxes due and payable by it;
 - (B) duly and timely withheld all Taxes and other amounts required by applicable Laws to be withheld by it, and has duly and timely remitted to the appropriate Governmental Entity such Taxes and other amounts required by applicable Laws to be remitted by it;
 - (C) duly and timely collected all amounts on account of sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by applicable Laws to be collected by it, and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by applicable Laws to be remitted by it;
 - (D) the charges, accruals and reserves for Taxes reflected on the Cura Financial Statements (whether or not due and whether or not shown on any Tax Return but excluding any provision for deferred income taxes) are, in the opinion of Cura, adequate under IFRS to cover Taxes with respect to Cura accruing through the date hereof;
 - (E) there are no claims now pending or, to the knowledge of Cura, threatened against Cura that propose to assess Taxes in addition to those reported in the Tax Returns; and
 - (F) no waiver of any statutory limitation period with respect to Taxes has been given or requested with respect to Cura.
- (s) Accounts Payable. Except as disclosed in the Cura Financial Statements, there are no material accounts payable owed by Cura.
- (t) Property.
 - (i) Cura is not the registered and beneficial owner of any real property.
 - (ii) Cura does not have a lease or sublease of any real property from a third party.
- (u) Assets. Other than cash and Cura's entitlements under the Cura Existing Definitive Agreements, Cura does not, and will not have any assets (other than cash on hand) or liabilities, including for certainty, any legal or beneficial ownership, title or interest to any mining or mineral rights or any other kind of concessions, claims, permits and all other rights or goods relating in any manner whatsoever to the interest in, or exploration, prospecting or exploitation of minerals.
- (v) Sufficiency of Assets. The assets and property owned, leased or licensed by Cura and are sufficient, in all material respects, for conducting the business, as currently conducted, of Cura.
- (w) Afri Entities Subsidiaries.
 - (i) The Afri Entities Subsidiaries are wholly owned by the Afri Entities.

- (ii) The Afri Entities have no direct or indirect subsidiaries other than the Afri Entities Subsidiaries.
 - (iii) Cura is the beneficial and registered owner of the Afri Entities free and clear of all Encumbrances; and the applicable Afri Entities are the beneficial and registered owner of the applicable Afri Entities Subsidiaries free and clear of all Encumbrances, which collectively are the registered and beneficial owners of all of the Botswana Licenses free and clear of all Encumbrances;
- (x) Afri Entities.
- (i) To the knowledge of Cura, the representations and warranties of the Afri Entities under the Cura Existing Definitive Agreements are true and correct in all material respects and Cura has no knowledge of any rights or claims to indemnification that are or may be available to the Afri Entities under the Cura Existing Definitive Agreements.
 - (ii) None of the Afri Entities or the Afri Entities Subsidiaries have any material liabilities (other than under the AfriMetals Royalty Agreements).
 - (iii) No person has any right or entitlement to any shares or other interest in the Afri Entities and the Afri Entities Subsidiaries and other than pursuant to the AfriMetals Royalty Agreements.
 - (iv) No royalties or other Commodity Linked Agreements exist in respect of the Botswana Licenses, Cura, the Afri Entities or the Afri Entities Subsidiaries.
 - (v) The Afri Entities and the Afri Entities Subsidiaries are in good standing under their laws of incorporation.
 - (vi) The Botswana Licenses are in good standing and held free and clear of all Encumbrances by the Afri Entities Subsidiaries;
- (y) Botswana Licenses.
- (i) Cura is the beneficial and registered owner of the Afri Entities free and clear of all Encumbrances, the Afri Entities are the beneficial and registered owner of the Afri Entities Subsidiaries free and clear of all Encumbrances, which collectively are the registered and beneficial owners of all of the Botswana Licenses free and clear of all Encumbrances. To the knowledge of Cura, without limiting the generality of the foregoing, no part of the Botswana Licenses have been taken or expropriated by any Governmental Entity nor has any written notice of proceeding in respect thereof been given to Cura or the current holders of the Botswana Licenses.
 - (ii) To the knowledge of Cura, the Botswana Licenses have been duly and validly recorded pursuant to the laws of the jurisdiction in which the Botswana Licenses are situated and are in good standing with respect to all filings, fees, Taxes, assessments, work commitments or other conditions applicable thereto.
 - (iii) To the knowledge of Cura, there is no adverse claim or challenge against or to the ownership of or title to any of the Botswana Licenses and to the knowledge of

Cura, other than the Cura Existing Definitive Agreements, there are no outstanding agreements or options to acquire or purchase the Botswana Licenses or any portion thereof. Except pursuant to the AfriMetals Royalty Agreements, no Person has any royalty or other similar interest whatsoever in production from any of the Botswana Licenses.

(z) Cura Existing Definitive Agreements.

- (i) Cura has completed the Afri Acquisitions pursuant to the terms and conditions of the Cura Existing Definitive Agreements and Cura has:
 - (A) completed satisfactory due diligence on the Botswana Licenses and the Afri Entities, including but not limited to confirmation that (i) the shares of the Afri Entities are free from any Encumbrances or any pre-emptive or similar rights, and (ii) the Botswana Licenses are free and clear from any Encumbrances;
 - (B) paid full consideration to the shareholders of the Afri Entities for the Botswana Licenses, with the exception of the Milestone Share Payments, which obligation shall be assumed by Leviathan on Closing; and
 - (C) paid the termination and release payment to Ilala Metals Limited CAN 663 133 202 pursuant to the Afri Energy Termination and Release Agreement.

(aa) Material Contracts. With respect to the Cura Material Contracts:

- (i) Cura has made available to Leviathan for inspection true and complete copies of all Cura Material Contracts.
- (ii) All of the Cura Material Contracts are valid and binding obligations of Cura enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (iii) As at the date hereof, Cura has not received written notice that any party to a Cura Material Contract, intends to cancel, terminate or otherwise modify or not renew such Cura Material Contract, and to the knowledge of Cura, no such action has been threatened.
- (iv) Neither the entering into of this Agreement, nor the consummation of the Transaction will trigger any change of control or similar provisions in any of the Cura Material Contracts that would cause a Material Adverse Effect.

(bb) Restrictions on Conduct of Business. Cura is not a party to or bound by any non-competition agreement or any other agreement, obligation, judgment, injunction, order or decree which purports to: (i) limit the manner or the localities in which all or any portion of the business of Cura is conducted; (ii) limit any business practice of Cura; or (iii) restrict any acquisition or disposition of any property by Cura.

(cc) Authorizations.

- (i) Cura has obtained and is in compliance with all material Authorizations required by applicable Laws, necessary to conduct its current business as now being conducted, except where the failure to obtain and be in compliance with such Authorization would not, individually or in the aggregate, have a Material Adverse Effect on Cura.
- (ii) All material Authorizations of Cura are in full force and effect, and, to the knowledge of Cura, no Person has threatened to revoke, amend, suspend, cancel, modify, not renew or impose any condition in respect of, or to Cura's knowledge, commenced proceedings to revoke, amend, suspend, cancel, modify, not renew or impose conditions in respect of, any such material Authorization.
- (iii) No material Authorizations of Cura will in any way be affected by, or terminate or lapse by reason of, the transactions contemplated by this Agreement or any of the other agreements contemplated hereunder or executed herewith.
- (iv) To the knowledge of Cura, there are no facts, events or circumstances that would reasonably be expected to result in a failure to obtain or failure to be in compliance with such material Authorizations as are necessary to conduct the business of Cura as it is currently being conducted.

(dd) Environmental Matters.

- (i) Cura is in compliance in all material respects with all, and has not violated any, Environmental Laws.
- (ii) Cura has not and, to Cura's knowledge, any other person has not released any Hazardous Substances (in each case except in compliance in all material respects with applicable Environmental Laws) on, at, in, under or from any of the immovable properties, real properties or any lands subject to the Botswana Licenses currently or, to Cura's knowledge, previously owned, leased or operated by Cura or the Afri Entities. To the knowledge of Cura, there are no Hazardous Substances or other conditions that could reasonably be expected to result in material liability of or materially and adversely affect Cura or the Botswana Licenses under or related to any Environmental Law on, at, in, under or from any of the immovable properties, real properties or any lands subject to the Botswana Licenses currently or, to Cura's knowledge, previously owned, leased or operated by Cura.
- (iii) There are no pending claims or, to the knowledge of Cura, threatened claims, against Cura arising out of any Environmental Laws or in respect of any civil or criminal responsibility for acts or omissions with respect to the environment.
- (iv) Cura is in possession of, and in compliance with, all environmental Permits that are required to own, lease and operate the Botswana Licenses and to conduct its business as it is now being conducted.
- (v) Cura has made available to Leviathan, its affiliates and its advisors copies of (A) all environmental assessments, reports, audits and other documents in its

possession (to the extent not superseded by a subsequent assessment, report, audit or other document, as applicable) relating to any real property currently owned, leased or operated by Cura or any real property that relates to the Botswana Licenses, and (B) any other such assessments, reports, audits and other documents which are in its possession that relate to the current or past environmental condition of any real property currently or formerly owned, leased or operated Cura or any real property that relates to the Botswana Licenses.

(ee) Compliance with Laws

- (i) Cura has complied with and are not in violation, in any material respect, of any applicable Laws.
- (ii) To the knowledge of Cura, the Afri Entities have not received any written notices or other written correspondence from any Governmental Entity (A) regarding any violation (or any investigation, inspection, audit, or other proceeding by any Governmental Entity involving allegations of any violation) of any Law (other than Environmental Laws) that has not been cured as of the date hereof or (B) of any circumstances that may have existed or currently exist which could lead to a loss, suspension, or modification of, or a refusal to issue, any material Authorization. To the knowledge of Cura, no investigation, inspection, audit or other proceeding by any Governmental Entity involving allegations of any material violation of any Law (other than Environmental Laws) by the Afri Entities, the Afri Entities Subsidiaries, or Cura thereof is threatened or contemplated.
- (iii) to the knowledge of Cura, there are no other material Permits necessary to carry on the business of Cura or the Afri Entities as currently conducted. Each Permit is valid, subsisting and in good standing and to the knowledge of Cura, the Afri Entities are not in default or breach of any material Permit and, to the knowledge of Cura, no proceeding is pending or threatened to revoke or limit any material Permit.

(ff) Anti-Corruption Laws & Sanctions.

- (i) Neither Cura nor, to the knowledge of Cura, any of its respective directors, officers, representatives, agents or employees (A) has used or is using any corporate funds for any illegal contributions, gifts, entertainment or other expenses relating to political activity that would be illegal, (B) has used or is using any corporate funds for any direct or indirect illegal payments to any foreign or domestic governmental officials or employees, (C) has violated or is violating any applicable provision of the United States Foreign Corrupt Practices Act of 1977, the *Corruption of Foreign Public Officials Act* (Canada) or any similar Laws of other jurisdictions, (D) has established or maintained, or is maintaining, any illegal fund of corporate monies or other properties or (E) has made any bribe, illegal rebate, illegal payoff, influence payment, kickback or other illegal payment of any nature in connection with the business of Cura.
- (ii) None of Cura nor, to the knowledge of Cura, any director, officer, agent, employee or affiliate of Cura, has had any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department, the Government of Canada or any other relevant sanctions authority imposed upon any such person, and Cura are

not in violation of any of the sanctions or Law or executive order relating thereto, and are not conducting business with any person subject to any sanctions.

- (gg) Employment & Labour Matters. Cura does not have and has never had any employees.
- (hh) Intellectual Property. Cura does not have and has never had any Intellectual Property.
- (ii) Related Party Transactions. Except as reflected in the Cura Financial Statements, no shareholder nor any officer, director, manager, equityholder, employee or affiliate of Cura or any shareholder, or any family member owes any amount to Cura, and Cura does not owe any amount to, and it has not committed to make any material loan or extend or guarantee credit to or for the benefit of, any such Person. Since June 30, 2023, except as reflected in the Cura Financial Statements, no shareholder nor any officer, director, manager, equityholder, employee or affiliate of Cura or any shareholder, or any family member of any of the foregoing (i) has directly or indirectly purchased, acquired or leased any property, rights or services from, or sold, transferred or leased any property, rights or services to Cura, (ii) directly or indirectly entered into or been subject to any Contract or other transaction with Cura, or (iii) directly or indirectly received any financial or other benefits from Cura.
- (jj) Brokers. Other than in connection with the Cura Financing as disclosed to Leviathan, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Cura.
- (kk) Insurance. As of the date hereof, Cura has no policies of insurance. To the knowledge of Cura, there is no material claim pending under any insurance policy of Cura that has been denied, rejected, questioned or disputed by any insurer or as to which any insurer has made any reservation of rights or refused to cover all or any material portion of such claims.

3.2 Representations and Warranties of Leviathan

- (1) Except as disclosed in the Leviathan Filings, Leviathan represents and warrants to Cura and acknowledges and agrees that Cura is relying upon the representations and warranties in connection with the entering into of this Agreement.
 - (a) Organization and Qualification. Leviathan is a legal entity duly incorporated under the laws of the Province of British Columbia and has all necessary corporate power and capacity to own its property and assets as now owned and to carry on its business as it is presently being conducted. Leviathan is duly registered, qualified or licensed to do business and is in good standing in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business makes such registration, qualification or licensing necessary, except where the failure to be so licensed, qualified or in good standing would not have a Material Adverse Effect. Leviathan has made available to Cura complete and correct copies of the Constatting Documents of Leviathan. Copies of such Constatting Documents are accurate and complete and have not been amended or superseded and no steps or proceedings have been taken or are pending or contemplated to amend, supplement or cancel such Constatting Documents. Leviathan is not in material default of the performance, observance or fulfillment of any of the provisions of its Constatting Documents.

- (b) Authority Relative to this Agreement. Each of Leviathan and Subco has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Leviathan and Subco as contemplated by this Agreement, and to perform its obligations hereunder and under such agreements and instruments (subject to obtaining the Exchange Approval and the Required Shareholder Approval, if required). The execution and delivery of this Agreement by Leviathan and Subco and the performance by Leviathan and Subco of its obligations under this Agreement have been duly authorized by each of the Leviathan Board and the board of directors of Subco, as applicable, and, except for obtaining the Required Shareholder Approval (if required), no other corporate proceedings on its part are necessary to authorize this Agreement or the Transaction, or the issuance of the Leviathan Consideration Securities. This Agreement has been duly executed and delivered by Leviathan and Subco, and constitutes a legal, valid and binding obligation of Leviathan and Subco, enforceable against each of them in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other laws of general application relating to or affecting rights of creditors and to general equity principles.
- (c) No Violation. Neither the authorization, execution, delivery and performance of this Agreement by Leviathan and Subco nor the completion of the transactions contemplated by this Agreement or the Transaction will result in a violation or breach of, constitute a default (or an event which, with notice or lapse of time or both, would become a default), require any consent or approval to be obtained or notice to be given under, or give rise to any third party right of termination, cancellation, suspension, acceleration, penalty or payment obligation or right to purchase or sale under, any provision of:
- (i) the Constatng Documents of Leviathan or any of its subsidiaries;
 - (ii) any material Authorization or Material Contract to which Leviathan is a party or by which Leviathan or its or any of their respective properties or assets are bound; or
 - (iii) any Laws (assuming compliance with the matters referred to in paragraph (f) below), regulation, order, judgment or decree applicable to Leviathan or any of their respective properties or assets;
- except (A) in the case of clause (ii) above, for such breaches, defaults, consents, approvals, terminations, cancellations, suspensions, accelerations, penalties, payment obligations or rights which would not, individually or in the aggregate, be material to Leviathan and its subsidiaries, taken as a whole and (B) in the case of clause (iii), for any violation, default or breach thereof which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.
- (d) Consents and Approvals. No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by Leviathan or Subco in connection with the execution and delivery of this Agreement or the consummation by Leviathan or Subco of the transactions contemplated hereby other than:
- (i) the Required Shareholder Approval in respect of shareholders of Leviathan, if required by the Exchange;

- (ii) the Exchange Approval;
 - (iii) filings required under the BCBCA, as applicable;
 - (iv) filings with and approvals required by the Securities Authorities; and
 - (v) any other consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on Leviathan.
- (e) Capitalization.
- (i) The authorized share structure of Leviathan consists of an unlimited number of common shares in the capital of Leviathan, of which 61,444,764 are issued and outstanding as at the date hereof.
 - (ii) As at the date hereof, (A) an aggregate of up to 1,265,000 Leviathan Shares are issuable upon the exercise of outstanding options issued pursuant to the Leviathan Equity Incentive Plan and (B) an aggregate of up to 16,250,000 Leviathan Shares are issuable upon the exercise of outstanding common share purchase warrants of Leviathan.
 - (iii) All of the outstanding Leviathan Shares in the capital of Leviathan are duly authorized, validly issued, fully paid, and non-assessable, and are not and will not be subject to, or issued in violation of, any pre-emptive rights.
 - (iv) The Leviathan Shares are free and clear of all trading restrictions (except pursuant to applicable Laws, or as provided for herein and in the articles or notice of articles of Leviathan), encumbrances, charges or Encumbrances of any kind whatsoever. No Person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of Leviathan or any other security convertible into or exchangeable for any such shares, or to require Leviathan to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital other than pursuant to the exercise of options or common share purchase warrants.
 - (v) All securities of Leviathan have been issued in compliance with all applicable Laws, including the Securities Laws. There are no securities of Leviathan outstanding which have the right to vote generally, or are convertible into or exchangeable for securities having the right to vote generally, with the holders of Leviathan Shares on any matter. There are no outstanding contractual or other obligations of Leviathan to repurchase, redeem or otherwise acquire any of Leviathan's securities. There are no outstanding bonds, debentures or other evidences of indebtedness of Leviathan having the right to vote with the holders of the outstanding Leviathan Shares on any matters.
- (f) Leviathan Securities.
- (i) The Leviathan Consideration Shares to be issued pursuant to the Transaction have been duly authorized and reserved for issuance and, upon issuance, will be validly

issued as fully paid non-assessable shares in the capital of Leviathan, will not have been issued in violation of any pre-emptive rights or contractual rights to purchase securities and will be listed for trading on the Exchange.

- (ii) The Leviathan Replacement Warrants to be issued pursuant to the Transaction have been reserved for issuance. The common shares to be issued upon due exercise of the Leviathan Replacement Warrants in accordance with their terms, including, without limitation, payment in full of the exercise price, will be validly issued as fully paid non-assessable shares in the capital of Leviathan, will not have been issued in violation of any pre-emptive rights or contractual rights to purchase securities and will be listed for trading on the Exchange.
- (g) Subsidiaries. Leviathan is the registered and beneficial owner of all the outstanding securities of Subco.
- (h) Reporting Status and Securities Laws Matters. Leviathan is a “reporting issuer” or the equivalent and not on the list of reporting issuers in default under applicable Securities Laws in the Provinces of British Columbia and Alberta. Leviathan is in compliance, in all material respects, with all applicable Securities Laws and there are no current, pending or, to the knowledge of Leviathan, threatened proceedings before any Securities Authorities or other Governmental Entity relating to any alleged non-compliance with any Securities Laws. The Leviathan Shares are listed on and Leviathan is in compliance with the rules and policies of, the Exchange, in all material respects, and no delisting, suspension of trading in or cease trading order with respect to any securities of Leviathan is in effect and to the knowledge of Leviathan, no inquiry or investigation (formal or informal) of any Securities Authorities or the Exchange is in effect or ongoing or, to the knowledge of Leviathan, expected to be implemented or undertaken. Leviathan has not taken any action to cease to be a reporting issuer in any province or territory nor has Leviathan received any notification from any Securities Authorities seeking to revoke the reporting issuer status of Leviathan.
- (i) Leviathan Filings. Leviathan has filed all material documents required to be filed by it in accordance with applicable Securities Laws with the Securities Authorities since June 30, 2023 and Leviathan has filed or furnished all Leviathan Filings SEDAR+ required to be filed or furnished by Leviathan with any Governmental Entity. Each of the documents comprising the Leviathan Filings filed on SEDAR+ complied as filed in all material respects with applicable Securities Laws and did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such filing), contain (i) contain any untrue statement of a material fact or misleading statement; or (ii) omit to state a material fact necessary in order to make the statement contained therein, in light of the circumstances in which they were made, not misleading. Leviathan has not filed any confidential material change report which at the date of this Agreement remains confidential.
- (j) Financial Statements. The Leviathan Financial Statements set forth in the Leviathan Filings were prepared in accordance with IFRS consistently applied (except as otherwise indicated in such financial statements and the notes thereto or, in the case of audited statements, in the related report of Leviathan’s independent auditors) and present fairly, in all material respects, the consolidated financial position, financial performance and cash flows of Leviathan for the dates and periods indicated therein and reflect reserves required by IFRS in respect of all material contingent liabilities, if any, of Leviathan on a consolidated basis.

There are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of Leviathan with unconsolidated entities or other Persons. There has been no material change in Leviathan's accounting policies, except as described in the Leviathan Filings, since June 30, 2023.

- (k) Independent Auditors. Leviathan's current auditors are independent with respect to Leviathan within the meaning of the rules of professional conduct applicable to auditors in Canada.
- (l) Books and Records; Disclosure. The financial books, records and accounts of Leviathan: (i) have been maintained, in all material respects, in accordance with applicable Laws and IFRS; (ii) are stated in reasonable detail and accurately and fairly reflect all transactions, acquisitions and dispositions of the assets of Leviathan in all material respects; and (iii) are consistent with the Leviathan Financial Statements.
- (m) No Undisclosed Liabilities. Leviathan has no material liabilities, indebtedness or obligations of any nature that would be required to be disclosed on a consolidated balance sheet of Leviathan (or the notes thereon) prepared in accordance with IFRS (whether accrued, absolute, contingent or otherwise) other than liabilities, indebtedness or obligations incurred since June 30, 2023 by Leviathan in the Ordinary Course of business. The Leviathan Filings Letter sets out a list of all indebtedness outstanding among Leviathan and any of its subsidiaries.
- (n) Taxes. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Leviathan:
 - (i) Leviathan has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Entity, and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon;
 - (ii) Leviathan has:
 - (1) duly and timely paid all Taxes due and payable by it;
 - (2) duly and timely withheld all Taxes and other amounts required by applicable Laws to be withheld by it, and has duly and timely remitted to the appropriate Governmental Entity such Taxes and other amounts required by applicable Laws to be remitted by it;
 - (3) duly and timely collected all amounts on account of sales or transfer Taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by applicable Laws to be collected by it, and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by applicable Laws to be remitted by it;
 - (4) the charges, accruals and reserves for Taxes reflected on the Leviathan Financial Statements (whether or not due and whether or not shown on any Tax Return but excluding any provision for deferred income taxes) are, in

the opinion of Leviathan, adequate under IFRS to cover Taxes with respect to Leviathan accruing through the date hereof;

- (5) there are no claims now pending or, to the knowledge of Leviathan, threatened against Leviathan that propose to assess Taxes in addition to those reported in the Tax Returns; and
 - (6) no waiver of any statutory limitation period with respect to Taxes has been given or requested with respect to Leviathan.
- (o) Title and Sufficiency of Assets. Leviathan has valid, good and marketable title to all personal or movable property owned by Leviathan and that is material to the business of Leviathan. The assets and property owned, leased or licensed by Leviathan and are sufficient, in all material respects, for conducting the business, as currently conducted, of Leviathan.
- (p) Authorizations.
- (i) Leviathan and each of its subsidiaries has obtained and is in compliance with all material Authorizations required by applicable Laws, necessary to conduct its current business as now being conducted, except where the failure to obtain and be in compliance with such Authorization would not, individually or in the aggregate, have a Material Adverse Effect on Leviathan and its subsidiaries, taken as a whole.
 - (ii) All material Authorizations of Leviathan and its subsidiaries are in full force and effect, and, to the knowledge of Leviathan, no Person has threatened to revoke, amend, suspend, cancel, modify, not renew or impose any condition in respect of, or to Leviathan's knowledge, commenced proceedings to revoke, amend, suspend, cancel, modify, not renew or impose conditions in respect of, any such material Authorization.
 - (iii) No material Authorizations of Leviathan or will in any way be affected by, or terminate or lapse by reason of, the transactions contemplated by this Agreement or any of the other agreements contemplated hereunder or executed herewith.
 - (iv) To the knowledge of Leviathan, there are no facts, events or circumstances that would reasonably be expected to result in a failure to obtain or failure to be in compliance with such material Authorizations as are necessary to conduct the business of Leviathan and its subsidiaries as it is currently being conducted.
- (ll) Compliance with Laws. Leviathan has complied with and are not in violation, in any material respect, of any applicable Laws.
- (q) Anti-Corruption Laws & Sanctions.
- (i) Neither Leviathan, its subsidiaries nor, to the knowledge of Leviathan, any of their respective directors, officers, representatives, agents or employees (i) has used or is using any corporate funds for any illegal contributions, gifts, entertainment or other expenses relating to political activity that would be illegal, (ii) has used or is using any corporate funds for any direct or indirect illegal payments to any foreign

or domestic governmental officials or employees, (iii) has violated or is violating any applicable provision of the United States Foreign Corrupt Practices Act of 1977, the *Corruption of Foreign Public Officials Act* (Canada) or any similar Laws of other jurisdictions, (iv) has established or maintained, or is maintaining, any illegal fund of corporate monies or other properties or (v) has made any bribe, illegal rebate, illegal payoff, influence payment, kickback or other illegal payment of any nature in connection with the business of Leviathan and its subsidiaries.

- (ii) None of Leviathan or any of its subsidiaries or, to the knowledge of Leviathan, any director, officer, agent, employee or affiliate of Leviathan or any of its subsidiaries, has had any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department, the Government of Canada or any other relevant sanctions authority imposed upon any such person, and Leviathan and its subsidiaries are not in violation of any of the sanctions or Law or executive order relating thereto, and are not conducting business with any person subject to any sanctions.
- (r) Brokers. no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Leviathan.

3.3 Survival of Representations and Warranties

- (1) The representations and warranties contained in this Agreement shall not survive the completion of the Transaction and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

3.4 No Express or Implied Representations and Warranties

- (1) Except for the representations and warranties set forth in this Agreement, neither Cura nor any other Person has made or makes, and Leviathan and Subco have not relied upon, any other express or implied representation and warranty, either written or oral, on behalf of Cura. Except for the representations and warranties set forth in this Agreement, neither Leviathan nor any other Person has made or makes, and Cura has not relied upon, any other express or implied representation and warranty, either written or oral, on behalf of Leviathan.

ARTICLE 4 COVENANTS

4.1 Covenants of Cura

Cura covenants and agrees as follows:

- (1) Copy of Documents. Cura shall furnish promptly to Leviathan a copy of any material filing under any applicable Laws and any material dealings or communications with any Governmental Entity or Securities Authorities in connection with, or in any way affecting, the transactions contemplated by this Agreement.
- (2) Voting and Support Agreements. Cura shall use commercially reasonable efforts to cause each of the Cura Securityholders who hold more than 10% of the issued and outstanding Cura Securities

as of the date hereof or are directors and officers of Cura as of the date hereof to enter into the Cura Securityholders Voting and Support Agreements and deliver executed copies of such agreements to Leviathan within five (5) Business Days from the date of this Agreement.

- (3) Certain Actions Prohibited. Other than as expressly permitted by this Agreement or pursuant to the Cura Existing Definitive Agreements, Cura shall not, without the prior written consent of Leviathan, which consent shall not be unreasonably withheld, directly or indirectly do or permit to occur any of the following prior to the Effective Date:
- (a) offer, issue, sell, grant, pledge, lease, dispose of, encumber or create any Encumbrance on, or agree to issue, sell, grant, pledge, lease, dispose of, or encumber or create any Encumbrance on, any shares of, or any options, warrants, calls, conversion privileges or rights of any kind to acquire any shares of, Cura or the Afri Entities or the Afri Entities Subsidiaries;
 - (b) waive or modify any condition in its favour under the Cura Existing Definitive Agreements, terminate any of the Cura Existing Definitive Agreements, provide any consent under the Cura Existing Definitive Agreements or waive any breach or default under the Cura Existing Definitive Agreements;
 - (c) incur or commit to incur any debt, except in the ordinary and regular course of business, or to finance its working capital requirements, or as otherwise contemplated herein in connection with the transactions contemplated by this Agreement;
 - (d) declare or pay any dividends or distribute any of its property or assets to the Cura Shareholders;
 - (e) enter into any Cura Material Contract without the consent of Leviathan, other than in connection with the Transaction or as otherwise contemplated herein;
 - (f) alter or amend its notice of articles or articles, other than as may be required in connection with the transactions contemplated herein, including the Amalgamation;
 - (g) engage in any business enterprise or other activity materially different from that carried on or contemplated by it as of the date hereof;
 - (h) sell, pledge, lease, dispose of, grant any interest in, encumber, or agree to sell, pledge, lease, dispose of, grant any interest in or encumber, any of its assets or the assets of the Afri Entities or the assets of the Afri Entities Subsidiaries except where to do so would not have a Material Adverse Effect;
 - (i) redeem, purchase or offer to purchase any of the Cura Shares or any of its other securities;
 - (j) amend the terms of any Cura Material Contract or the Cura Existing Definitive Agreements; or
 - (k) acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than pursuant to the Cura Existing Definitive Agreements.

- (4) Certain Actions. Cura shall:
- (a) not take any action, or refrain from taking any action or permit any action to be taken or not taken (subject to a commercially reasonable efforts qualification), inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or under the Cura Existing Definitive Agreements or would render, or that would reasonably be expected to render, any representation or warranty made by Cura in this Agreement or the Cura Existing Definitive Agreements untrue or inaccurate in any material respect at any time on or before the Effective Date if then made or that would have a Material Adverse Effect on Cura;
 - (b) cause any Cura Securityholder that is a U.S. Person (as defined in Regulation S) or a person in the United States, to deliver to Leviathan, prior to the Effective Time, a certificate, in a form satisfactory to Leviathan, confirming that such Cura Securityholder is an “accredited investor” as defined in Regulation D as at the Effective Time; and
 - (c) promptly notify Leviathan of:
 - (i) any Material Adverse Effect, or any change, event, occurrence or state of facts that would reasonably be expected to have a Material Adverse Effect, in respect of the business or in the conduct of the business of Cura;
 - (ii) any material Governmental Entity or third person notices, complaints, investigations or hearings (or communications indicating that the same may be contemplated);
 - (iii) any breach by Cura of any covenant or agreement contained in this Agreement;
 - (iv) any breach or default by Cura or the Afri Entities under the Cura Existing Definitive Agreements; and
 - (v) any event occurring subsequent to the date hereof that would render any representation or warranty of Cura contained in this Agreement or any representation and warranty of any party in the Cura Existing Definitive Agreements, if made on or as of the date of such event or the Effective Date, to be untrue or inaccurate in any material respect.
- (5) Satisfaction of Conditions. Cura shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all of the conditions precedent to its obligations under this Agreement and the Cura Existing Definitive Agreements to the extent the same is within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Agreement and the Cura Existing Definitive Agreements, including using its commercially reasonable efforts to:
- (a) obtain the approval of the Cura Shareholders for the Amalgamation Resolution in accordance with the BCBCA and the requirements of any applicable regulatory authority;
 - (b) obtain all other consents, approvals and authorizations as are required to be obtained by Cura under any applicable Laws or from any Governmental Entity or Security Authority

that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect on Cura;

- (c) effect all necessary registrations, filings and submissions of information requested by Governmental Entities or Securities Authorities required to be effected by it in connection with the transactions contemplated by this Agreement and participate, and appear in any proceedings of, any Party hereto before any Governmental Entity;
 - (d) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Agreement or the transactions contemplated hereby, or seeking to enjoin or delay, or otherwise adversely affecting the ability of the Parties to consummate, the transactions contemplated hereby, subject to the Cura Board determining in good faith after receiving advice from outside legal counsel (which may include written opinions or advice) that taking such action would be inconsistent with the fiduciary duties of such directors under applicable Laws, and provided that, immediately upon receipt of such advice, Cura advises Leviathan in writing that it has received such advice and provides written details thereof to Leviathan.
 - (e) fulfill all conditions and satisfy all provisions of this Agreement required to be fulfilled or satisfied by Cura; and
 - (f) co-operate with Leviathan in connection with the performance by Leviathan of its obligations hereunder, provided however that the foregoing shall not be construed to obligate Cura to pay or cause to be paid any monies to cause such performance to occur, other than as contemplated in this Agreement.
- (6) Cash Balance. Cura will maintain a cash balance of no less than the cash balance reflected on the Cura balance sheet contained in the Cura Financial Statements, excluding any paid or unpaid: (a) reasonable transaction expenses relating the Transaction and (b) reasonable professional expenses incurred prior to the date hereof.
 - (7) Keep Fully Informed. Subject to applicable Laws, Cura shall use commercially reasonable efforts to conduct itself so as to keep Leviathan fully informed as to the status of the Afri Acquisitions.
 - (8) Co-operation. Cura shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws.
 - (9) Representations. Cura shall use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of Cura contained herein shall be true and correct on and as of the Effective Date as if made on and as of such date.
 - (10) Afri Entities, Afri Entities Subsidiaries and the Botswana Licenses. Cura shall ensure that the representations of Cura related to the Afri Entities, the Afri Entities Subsidiaries and the Botswana Licenses remain true and correct on and as of the Effective Date.
 - (11) Closing Documents. Cura shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, opinions, resolutions and other closing documents as may be required by Leviathan, all in form satisfactory to Leviathan, acting reasonably.

- (12) No Alternative Transactions. Subject to compliance with applicable Laws, from the date of the acceptance of this Agreement until the earlier of: (i) completion of the transactions contemplated herein, (ii) the earlier termination hereof, or (iii) the Outside Date, Cura 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 Cura, or any amalgamation, merger, consolidation, arrangement, restructuring, refinancing, sale of any material assets of Cura unless such action, matter or transaction is (i) part of the transactions contemplated in this Agreement, (ii) part of the transactions contemplated by the Cura Existing Definitive Agreements, or (iii) satisfactory to, and is approved in writing in advance by Leviathan, as applicable.

4.2 Covenants of Leviathan

Cura covenants and agrees as follows:

- (1) Copy of Documents. Leviathan shall furnish promptly to Cura a copy of any material dealings or communications with any Governmental Entity or Securities Authorities in connection with, or in any way affecting, the transactions contemplated by this Agreement.
- (2) Certain Actions Prohibited. Other than in contemplation of, or as required to give effect to, the transactions contemplated by this Agreement or as otherwise permitted pursuant to this Agreement, Leviathan shall not, without the prior written consent of Cura, which consent shall not be unreasonably withheld, conditioned or delayed, directly or indirectly do or permit to occur any of the following prior to the Effective Date:
- (a) enter into any Leviathan Material Contract without the consent of Cura, other than in connection with the Transaction or as otherwise contemplated herein;
 - (b) alter or amend its notice of articles or articles;
 - (c) engage in any business enterprise or other activity materially different from that carried on or contemplated by it as of the date hereof;
 - (d) other than in the ordinary and regular course of business, sell, pledge, lease, dispose of, grant any interest in, encumber, or agree to sell, pledge, lease, dispose of, grant any interest in or encumber, any of its assets, except where to do so would not have a Material Adverse Effect on Leviathan;
 - (e) redeem, purchase or offer to purchase any of the Leviathan Shares or any of its other securities;
 - (f) amend the terms of any convertible security issued and outstanding; or
 - (g) acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than in the ordinary and regular course of business.
- (3) Certain Actions. Leviathan shall:
- (a) not take any action, or refrain from taking any action or permit any action to be taken or not taken (subject to a commercially reasonable efforts qualification) inconsistent with the

provisions of this Agreement, or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that would reasonably be expected to render, any representation or warranty made by Leviathan in this Agreement untrue or inaccurate in any material respect at any time on or before the Effective Date if then made, or that would have a Material Adverse Effect on Leviathan; and

- (b) promptly notify Cura of:
 - (i) any Material Adverse Effect, or any change, event, occurrence or state of facts that would reasonably be expected to have a Material Adverse Effect, in respect of the business or in the conduct of the business of Leviathan;
 - (ii) any material Governmental Entity or third person notices, complaints, investigations or hearings (or communications indicating that the same may be contemplated);
 - (iii) any breach by Leviathan of any covenant or agreement contained in this Agreement; and
 - (iv) any event occurring subsequent to the date hereof that would render any representation or warranty of Leviathan contained in this Agreement, if made on or as of the date of such event or the Effective Date, to be untrue or inaccurate in any material respect.

- (4) Satisfaction of Conditions. Leviathan shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its obligations to the extent that the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Agreement, including using its commercially reasonable efforts to:
 - (a) obtain all other consents, approvals and authorizations as are required to be obtained by Leviathan under any applicable Laws or from any Governmental Entity or Security Authority that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect on Leviathan;
 - (b) effect all necessary registrations, filings and submissions of information requested by Governmental Entities or Securities Authorities required to be effected by it in connection with the transactions contemplated by this Agreement and participate and appear in any proceedings of any Party hereto before any Governmental Entity;
 - (c) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Agreement or the transactions contemplated hereby or seeking to enjoin or delay, or otherwise adversely affecting the ability of the Parties to consummate, the transactions contemplated hereby, subject to the Leviathan Board determining in good faith after receiving advice from outside legal counsel (which may include written opinions or advice) that taking such action would be inconsistent with the fiduciary duties of such directors under applicable Laws, and provided that, immediately upon receipt of such advice, Leviathan advises Cura in writing that it has received such advice and provides written details thereof to Cura;

- (d) fulfill all conditions and satisfy all provisions of this Agreement required to be fulfilled or satisfied by Leviathan; and
 - (e) co-operate with Cura in connection with the performance by it of its obligations hereunder, provided however that the foregoing shall not be construed to obligate Leviathan to pay or cause to be paid any monies to cause such performance to occur, other than as contemplated in this Agreement.
- (5) Co-operation. Leviathan shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws.
 - (6) Representations. Leviathan shall use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of Leviathan contained herein shall be true and correct on and as of the Effective Date as if made on and as of such date.
 - (7) Closing Documents. Leviathan shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, resolutions, opinions and other closing documents as may be required by Cura, all in forms satisfactory to Cura, acting reasonably.
 - (8) Subco. In its capacity as the sole shareholder of Subco, Leviathan shall:
 - (a) take all such action as is necessary or desirable to cause Subco to satisfy its obligations hereunder, including without limitation, passing a resolution approving the Transaction, on or prior to the Effective Date, or such other date as may be agreed to by Leviathan and Cura, acting reasonably; and
 - (b) prior to the Effective Date, not cause or permit Subco to issue any securities or enter into any agreements to issue or grant options, warrants or rights to purchase any of its securities except for the issuance of a nominal number of Subco Shares to Leviathan, or carry on any business, enter into any transaction or effect any corporate act whatsoever, other than as contemplated herein or as reasonably necessary to carry out the Amalgamation, unless previously consented to in writing by Cura.
 - (9) Securities. Leviathan will issue, at the Effective Time, Leviathan Consideration Securities, in accordance with the terms hereof, to those Cura Securityholders who are entitled to receive Leviathan Consideration Securities pursuant to the Transaction.

4.3 Mutual Covenants of Leviathan and Cura

- (1) Completion of Transaction.
 - (a) Each of the Parties agrees that, it shall complete the Transaction (including the filing of the Amalgamation Application) as soon as practicable following receipt of the later of: (i) the Required Shareholder Approval and (ii) all requisite third party approvals, including the requisite approvals of the Exchange.
 - (b) Each of the Parties shall comply with the policies of the Exchange in connection with the approval of the Transaction.

- (c) The Parties will with reasonable diligence do all such things and provide all such reasonable assurances as may be required to obtain the approval of applicable regulatory authorities, including the Exchange, to the transactions contemplated in this Agreement, and each Party will provide such further documents or instruments as may be necessary to effect the purposes of this Agreement. Each Party shall use all commercially reasonable effort to cause each of the condition precedents to be satisfied as soon as reasonably possible.
- (2) **Confidential Information.** Each of Leviathan and Cura agrees that any information as to the other Party's financial condition, business, assets and affairs (including any material contracts) received from the other Party as part of its due diligence investigations in connection with the transactions contemplated in this Agreement, including information which, at the time of receipt had not become generally available to the public, was not available to a Party or its representatives on a non-confidential basis before the date of the LOI or does not become available to a Party or its representatives on a non-confidential basis from a person who is not, to the knowledge of the Party or its representatives, otherwise bound by confidentiality obligations to the provider of such information or otherwise prohibited from transmitting the information to the Party or its representatives ("**Confidential Information**"), will be kept confidential by such Party for a period of two years from the date hereof. Prior to releasing any Confidential Information, Leviathan or Cura, as applicable, may require the recipient of the Confidential Information to enter into a mutually acceptable confidentiality agreement. Other than as may be required under applicable Laws, no Confidential Information may be released to third parties without the consent of the provider thereof, except that the Parties agree that they will not unreasonably withhold such consent. The provisions of this Section 4.3(2) shall survive the termination of this Agreement.

ARTICLE 5 CONDITIONS

5.1 Mutual Conditions Precedent

The Parties are not required to complete the Transaction unless each of the following conditions is satisfied, which conditions may only be waived, in whole or in part, by the mutual consent of each of the Parties:

- (1) **Required Shareholder Approval.** The Cura Shareholders have passed the Amalgamation Resolution in accordance with applicable Law.
- (2) **Illegality.** No Law is in effect that makes the consummation of the Transaction illegal or otherwise prohibits or enjoins Cura or Leviathan from consummating the Transaction.
- (3) **Canadian Securities Laws.** The distribution of the Leviathan Consideration Securities pursuant to the Transaction shall be exempt from the prospectus requirements of applicable Securities Laws in Canada either by virtue of exemptive relief from the securities regulatory authorities of each of the provinces of Canada or by virtue of exemptions under applicable Securities Laws.
- (4) **Conditional Approval of the Exchange.** The conditional approval of the Exchange shall have been obtained to list the Leviathan Consideration Securities (other than the Milestone Share Payments) to be issued pursuant to the Transaction from time to time, subject only to customary conditions to be satisfied in connection with the completion of the Transaction and/or following the completion of the Transaction.

- (5) **Share Capitalization of Leviathan.** Leviathan does not have more than 65,000,000 common shares issued and outstanding as at the date hereof.

5.2 Additional Conditions Precedent to the Obligations of Leviathan

Leviathan is not required to complete the Transaction unless each of the following conditions is satisfied, which conditions are for the exclusive benefit of Leviathan and may only be waived, in whole or in part, by Leviathan in its sole discretion:

- (1) **Representations and Warranties.** The representations and warranties of Cura set forth in Section 3.1(1)(a) [*Organization and Qualification*], Section 3.1(1)(b) [*Business of Cura*], Section 3.1(1)(c) [*Authority Relative to this Agreement*], Section 3.1(1)(f) [*Capitalization*], Section 3.1(1)(bb) [*Authorizations*], Section 3.1(1)(w) [*Afri Entities Subsidiaries*], Section 3.1(1)(x) [*Afri Entities*], Section 3.1(1)(y) [*Botswana Licenses*], Section 3.1(1)(z) [*Cura Existing Definitive Agreements*] and Section 3.1(1)(jj) [*Brokers*] were true and correct as of the date of this Agreement and are true and correct as of the Effective Time in all respects, and all other representations and warranties of Cura set forth in this Agreement were true and correct as of the date of this Agreement and are true and correct as of the Effective Time in all respects, except where any failure or failures of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Cura (disregarding for the purposes of this Section 5.2(1) any materiality or “Material Adverse Effect” in respect of Cura qualification contained in any such representation and warranty for the purpose of determining whether any such failure or failures would not, individually or in the aggregate, reasonably be expected to result in such a Material Adverse Effect in respect of Cura), in each case except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date, and Cura has each delivered a certificate confirming same to Leviathan, executed by two senior officers of Cura (in each case without personal liability) addressed to Leviathan and dated the Effective Date.
- (2) **Performance of Covenants.** Cura has fulfilled or complied in all material respects with each of the covenants of Cura contained in this Agreement to be fulfilled or complied with by it on or prior to the Effective Time, and has delivered a certificate confirming same to Leviathan, executed by two senior officers of Cura (in each case without personal liability) addressed to Leviathan and dated the Effective Date.
- (3) **Cura Working Capital and Contingent Liabilities.** Cura shall have delivered with (a) a cash-free, indebtedness-free balance sheet, (b) sufficient level of working capital reasonably required to support the projected operations of the business, and (c) no contingent liabilities, other than the Milestone Share Payments.
- (4) **Key Consents.** All consents, approvals and authorizations shall have been obtained by Cura and all required consents, approvals and authorizations shall have been obtained by Leviathan or its subsidiaries, as applicable.
- (5) **No Legal Action.** There is no action or proceeding (whether, for greater certainty, by a Governmental Entity or any other Person other than Leviathan or its subsidiaries) pending in any jurisdiction to:
- (a) cease trade, enjoin, prohibit, or impose any material limitations, damages or conditions on, Leviathan’s ability to acquire, hold, or exercise full rights of ownership over, any Cura Shares, including the right to vote Cura Shares;

- (b) prohibit or restrict the Transaction, or the ownership or operation by Leviathan or its subsidiaries of a material portion of the business or assets of Leviathan and its subsidiaries, Cura or any of its subsidiaries, or compel Leviathan or its subsidiaries to dispose of or hold separate any material portion of the business or assets of Leviathan and its subsidiaries, Cura or any of its subsidiaries as a result of the Transaction or the transactions contemplated by this Agreement; or
 - (c) prevent or materially delay the consummation of the Transaction, or if the Transaction is consummated, have a Material Adverse Effect in respect of Cura or a Material Adverse Effect in respect of Leviathan.
- (6) **Delivery of Closing Documents.** Cura shall have delivered to Leviathan the documents and deliveries as set forth in Section 6.2 hereof.
 - (7) **Cura Material Adverse Effect.** Since the date of this Agreement, there shall have not occurred or have been disclosed to the public (if previously undisclosed to the public) a Material Adverse Effect in respect of Cura.
 - (8) **Voting and Support Agreements.** The Cura Securityholders who have or will enter into Cura Securityholders Voting and Support Agreements shall have complied with and shall comply with in all material respects with such Cura Securityholders Voting and Support Agreement, and none of such Cura Securityholders Voting and Support Agreements shall have been terminated.

5.3 Additional Conditions Precedent to the Obligations of Cura

Cura is not required to complete the Transaction unless each of the following conditions is satisfied, which conditions are for the exclusive benefit of Cura and may only be waived, in whole or in part, by Cura, in its sole discretion:

- (1) **Representations and Warranties.** The representations and warranties of Leviathan set forth in Section 3.2(1)(a) [*Organization and Qualification*], 3.2(1)(b) [*Authority Relative to this Agreement*], Section 3.2(1)(e) [*Capitalization*], Section 3.2(1)(p) [*Authorizations*], and Section 3.2(1)(r) [*Brokers*] were true and correct as of the date of this Agreement and are true and correct as of the Effective Time in all respects other than in the case of Section 3.2(1)(e) [*Capitalization*] for de minimis inaccuracies, and all other representations and warranties of Leviathan set forth in this Agreement were true and correct as of the date of this Agreement and are true and correct as of the Effective Time in all respects, except where any failure or failures of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Leviathan (disregarding any materiality or “Material Adverse Effect in respect of Leviathan” qualification contained in any such representation and warranty for the purpose of determining whether any such failure or failures would not, individually or in the aggregate, reasonably be expected to result in such a Material Adverse Effect in respect of Leviathan), in each case except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date, and Leviathan has delivered a certificate confirming same to Cura, executed by two senior officers of Leviathan (in each case without personal liability) addressed to Cura and dated the Effective Date.
- (2) **Performance of Covenants.** Leviathan has fulfilled or complied in all material respects with each of the covenants of Leviathan contained in this Agreement to be fulfilled or complied with by it on or prior to the Effective Time, and has delivered a certificate confirming same to Cura, executed

by two senior officers of Leviathan (in each case without personal liability) addressed to Cura and dated the Effective Date.

- (3) **Delivery of Closing Documents.** Leviathan shall have delivered to Cura the documents and deliveries as set forth in Section 6.3 hereof.
- (4) **Leviathan Material Adverse Effect.** Since the date of this Agreement, there shall have not occurred or have been disclosed to the public (if previously undisclosed to the public) a Material Adverse Effect in respect of Leviathan.

5.4 Satisfaction of Conditions

The conditions precedent set out in Section 5.1, Section 5.2 and Section 5.3 will be conclusively deemed to have been satisfied, waived or released at the Effective Time.

5.5 Frustration of Conditions

Neither Leviathan nor Cura may rely on the failure of any condition set forth in Section 5.1, Section 5.2 and Section 5.3, as applicable, to be satisfied if such failure was caused by such Party's breach in any material respect of any provision of this Agreement or failure in any material respect to use the standard of efforts required from such Party to consummate the transactions contemplated hereby.

ARTICLE 6 CLOSING

6.1 Place and Time of Closing

The Closing shall take place virtually by exchange of confirmatory emails of the Parties, on or before the second day after all of the conditions to Closing set forth in Article 5 are either satisfied or waived, or at such other time, date or place as the Parties may mutually agree in writing.

6.2 Deliveries by Cura

At the time of Closing, upon the fulfillment or waiver of all of the conditions set out in Article 5, Cura shall deliver to Leviathan the following documents:

- (1) written confirmation from Cura of the closing of the Afri Acquisitions and confirmation that:
 - (a) the shares of the Afri Entities are free from any Encumbrances or any pre-emptive or similar rights;
 - (b) the Botswana Licenses are free and clear from any Encumbrances;
 - (c) Cura has paid full consideration to the shareholders of the Afri Entities for the Botswana Licenses, with the exception of the Milestone Share Payments, which obligation shall be assumed by Leviathan on Closing;
 - (d) Cura has paid the termination and release payment to Ilala Metals Limited CAN 663 133 202 pursuant to the Afri Energy Termination and Release Agreement;
- (2) written confirmation from the shareholders of the Afri Energy Pty Ltd. and AfriMetals No. 1 Pty Ltd. acknowledging that the obligation of the Milestone Share Payments payable under the Afri

Energy Share Purchase Agreement and the AfriMetals No.1 Share Purchase Agreement shall be assumed by Leviathan, in accordance with the terms thereof;

- (3) written confirmation from Cura that:
 - (a) Cura is the beneficial and registered owner of the Afri Entities free and clear of all Encumbrances; and the Afri Entities is the beneficial and registered owner of the Afri Entities Subsidiaries free and clear of all Encumbrances, which collectively are the registered and beneficial owners of all of the Botswana Licenses free and clear of all Encumbrances;
 - (b) the Botswana Licenses are in good standing and held free and clear of all Encumbrances by the Afri Entities Subsidiaries;
 - (c) none of the Afri Entities or the Afri Entities Subsidiaries have any material liabilities (other than under the AfriMetals Royalty Agreements);
 - (d) the Afri Entities and the Afri Entities Subsidiaries are in good standing under their laws of incorporation;
 - (e) no person has any right or entitlement to any securities or other interests in the Afri Entities and the Afri Entities Subsidiaries;
 - (f) no royalties or other Commodity Linked Agreements exist in respect of the Botswana Licenses or Cura, Afri Entities or Afri Entities Subsidiaries;
- (4) a certified true copy of the Amalgamation Resolution evidencing that the Cura Shareholders have approved the Amalgamation Resolution;
- (5) a certificate of an officer of Cura certifying (a) the Constatting Documents of Cura, (b) the resolutions of the board of directors of Cura, duly adopted and in effect, evidencing that the board of directors of Cura, have approved this Agreement and all of the transactions of Cura contemplated, and (c) the representations and warranties, and performance of covenants of Cura in this Agreement;
- (6) a certificate of an officer of Cura confirming that the balance sheet of Cura on Closing is consistent with the Cura Financial Statements and that Cura has been delivered with (a) a cash-free, indebtedness-free balance sheet, (b) sufficient level of working capital reasonably required to support the projected operations of the business, and (c) no contingent liabilities, other than the Milestone Share Payments;
- (7) a certificate of good standing or equivalent for Cura, to be delivered no more than three (3) Business Days prior to the Closing Date;
- (8) a certificate of good standing or equivalent for each of the Afri Entities and the Afri Entities Subsidiaries, to be delivered no more than three (3) Business Days prior to the Closing Date;
- (9) an opinion of legal counsel, in such form acceptable to Leviathan, respecting certain corporate and securities matters normally dealt with in transactions of this nature;

- (10) resignations and mutual releases from the directors and officers of Cura, in a form acceptable to Leviathan, acting reasonably;
- (11) all minute books, corporate records and share transfer books or equivalent of Cura (including minute books of Afri Entities and Afri Entities Subsidiaries);
- (12) the Cura Securityholder List and confirmation by Cura that no changes exist since date of delivery of such list;
- (13) written direction of Cura delivered to Leviathan, on behalf of the Cura Securityholders, identifying the registration and delivery instructions for the Leviathan Consideration Securities;
- (14) such other materials that are, in the opinion of Cura, acting reasonably, required to be delivered by Leviathan in order for it to meet its obligations under this Agreement; and
- (15) evidence satisfactory to Leviathan and its legal counsel, acting reasonably, of the completion of all corporate proceedings of Cura and all other matters which, in the reasonable opinion of counsel for Leviathan, are necessary in connection with the transactions contemplated by this Agreement.

6.3 Deliveries by Leviathan

At the time of Closing, upon the fulfillment or waiver of all of the conditions set out in Article 5, Leviathan shall deliver to Cura the following documents:

- (1) evidence of Exchange Approval;
- (2) a certificate of an officer of Leviathan certifying (a) the Constatng Documents of Leviathan, (b) the resolutions of the board of directors of Cura, duly adopted and in effect, evidencing that the board of directors of Leviathan, have approved this Agreement and all of the transactions of Leviathan contemplated, and (c) the representations and warranties, and performance of covenants of Cura in this Agreement;
- (3) a certificate of good standing or equivalent for Leviathan, to be delivered no more than three (3) Business Days prior to the Closing Date;
- (4) certificates or DRS advices for the Leviathan Consideration Shares, registered and delivered in accordance with the instructions provided by Cura;
- (5) warrant certificates for the Leviathan Replacement Warrants, registered and delivered in accordance with the instructions provided by Cura;
- (6) such other materials that are, in the opinion of Cura acting reasonably, required to be delivered by Leviathan in order for Cura to meet its obligations under this Agreement; and
- (7) evidence satisfactory to Cura and its legal counsel, acting reasonably, of the completion of all corporate proceedings of Leviathan and all other matters which, in the reasonable opinion of counsel for Cura, are necessary in connection with the transactions contemplated by this Agreement.

ARTICLE 7
TERM AND TERMINATION

7.1 Term

This Agreement shall be effective from the date hereof until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms.

7.2 Termination

- (1) This Agreement may be terminated prior to the Effective Time (notwithstanding any approval of this Agreement or the Amalgamation Resolution by Cura Shareholders) by:
- (a) the mutual written agreement of the Parties; or
 - (b) either Leviathan or Cura:
 - (i) if the Required Shareholder Approval is not obtained by Cura and, if applicable, Leviathan; provided that a Party may not terminate this Agreement pursuant to this Section 7.2(1)(b)(i) if the failure to obtain the Required Shareholder Approval has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;
 - (ii) if, after the date of this Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the Transaction illegal or otherwise permanently prohibits or enjoins Leviathan or Cura from consummating the Transaction, and such Law has, if applicable, become final and non-appealable, provided the Party seeking to terminate this Agreement pursuant to this Section 7.2(1)(b)(ii) has used its commercially reasonable efforts to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Transaction; or
 - (iii) if the Effective Time does not occur on or prior to the Outside Date, provided that a Party may not terminate this Agreement pursuant to this Section 7.2(1)(b)(iii) if the failure of the Effective Time to so occur has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement; or
 - (c) Leviathan if:
 - (i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Cura under this Agreement occurs that would cause any condition in Section 5.2(1) [*Cura Representations and Warranties Condition*] or Section 5.2(2) [*Cura Covenants Conditions*] not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date; provided that Leviathan is not then in breach of this Agreement so as to directly or indirectly cause any condition in Section 5.3(1) [*Leviathan Representations and Warranties Condition*] or Section 5.3(2) [*Leviathan Covenants Condition*] not to be satisfied;

- (ii) since the date of this Agreement, there has occurred and is continuing a Material Adverse Effect in respect of Cura, the Afri Entities or the Afri Entities Subsidiaries, which is incapable of being cured on or prior to the Outside Date;
- (d) Cura if:
 - (i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Leviathan under this Agreement occurs that would cause any condition in Section 5.3(1) [*Leviathan Representations and Warranties Condition*] or Section 5.3(2) [*Leviathan Covenants Condition*] not to be satisfied, and such breach or failure is incapable of being cured on or prior to the Outside Date or is not cured on or prior to the Outside Date; provided that Cura is not then in breach of this Agreement so as to directly or indirectly cause any condition in Section 5.2(1) [*Cura Representations and Warranties Condition*] or Section 5.2(2) [*Cura Covenants Condition*] not to be satisfied;
 - (ii) since the date of this Agreement, there has occurred and is continuing a Material Adverse Effect in respect of Leviathan, which is incapable of being cured on or prior to the Outside Date.
- (2) The Party desiring to terminate this Agreement pursuant to this Section 7.2 (other than pursuant to Section 7.2(1)(a)) shall give written notice of such termination to the other Party, specifying in reasonable detail the basis for such Party's exercise of its termination right.

7.3 Effect of Termination/Survival

If this Agreement is terminated pursuant to Section 7.1 or Section 7.2, this Agreement shall become void and of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party to this Agreement, except: (a) in respect of any breach of this Agreement arising prior to such termination, and (b) that the provisions of Section 4.3(2) [*Confidential Information*], Article 7 [*Termination*] and Article 8 [*General*] shall survive such termination and continue in full force and effect.

ARTICLE 8 GENERAL PROVISIONS

8.1 Amendments

This Agreement may, at any time and from time to time before or after the holding of the Cura Meeting but not later than the Effective Time, be amended, subject to applicable Law, by mutual written agreement of the Parties, and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) modify or waive any inaccuracies in any representation or warranty contained in this Agreement or in any document delivered pursuant to this Agreement;
- (c) waive compliance with or modify any of the covenants contained in this Agreement and waive or modify performance of any of the obligations of the Parties; and/or
- (d) waive compliance with or modify any mutual conditions contained in this Agreement.

8.2 Expenses

Except as otherwise expressly provided in this Agreement, all out-of-pocket third party transaction expenses incurred in connection with this Agreement and the transactions contemplated hereunder shall be paid by the Party incurring such expenses, whether or not the Transaction is consummated.

8.3 Notices

Any notice or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or email and addressed:

(a) to Leviathan at:

Leviathan Gold Ltd.
Suite 488, 1090 West Georgia St.
Vancouver, British Columbia, Canada
V6E 3V7

Attention: Luke Norman
Email: [Redacted – Personal Information]

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

Fasken Martineau DuMoulin LLP
333 Bay Street, Suite 2400
Toronto, Ontario, Canada
M5H 2T6

Attention: Krisztian Toth
Email: ktoth@fasken.com

(b) to Cura at:

Cura Exploration Botswana Corp.
#704 – 595 Howe Street
Vancouver, British Columbia, Canada
V6C 2T5

Attention: Dain Currie
Email: [Redacted – Personal Information]

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

O'Neill Law LLP
#704 – 595 Howe Street
Vancouver, British Columbia, Canada
V6C 2T5

Attention: Charles C. Hethey
Email: cch@stockslaw.com

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or email, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

8.4 Time of the Essence

Time is of the essence in this Agreement.

8.5 Injunctive Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at Law in the event that any of the provisions of this Agreement were not performed by a Party in accordance with their specific terms or were otherwise breached by a Party. It is accordingly agreed that each Party shall be entitled to specific performance, injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement against the other Party without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which a Party may be entitled at Law or in equity.

8.6 Third Party Beneficiaries

The Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties and that no Person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

8.7 Waiver

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

8.8 Entire Agreement

This Agreement, including the Schedules hereto constitutes the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

8.9 Successors and Assigns

- (1) This Agreement becomes effective only when executed by Cura and Leviathan. After that time, it will be binding upon and enure to the benefit of Cura and Leviathan and their respective successors and permitted assigns.
- (2) Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Party.

8.10 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

8.11 Governing Law

- (1) This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- (2) Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the British Columbia courts situated in the City of Vancouver and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

8.12 Rules of Construction

The Parties to this Agreement waive the application of any Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the Party drafting such agreement or other document.

8.13 Legal Advice

Each of the Parties to this Agreement acknowledges and agrees that Fasken Martineau DuMoulin LLP has acted as legal counsel to Leviathan only, and O'Neill Law LLP has acted as legal counsel to Cura only, and not to any other party to this Agreement, and that neither Fasken nor O'Neill has been engaged to protect the rights and interests of any of the Cura Securityholders.

8.14 Further Assurances

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

8.15 No Liability

No director or officer of Leviathan or any of its affiliates shall have any personal liability whatsoever to Cura under this Agreement or any other document delivered in connection with the transactions contemplated hereby on behalf of Leviathan. No director or officer of Cura or any of its affiliates shall have any personal liability whatsoever to Leviathan under this Agreement or any other document delivered in connection with the transactions contemplated hereby on behalf of Cura or any of its affiliates.

8.16 Language

The Parties expressly acknowledge that they have requested that this Agreement and all ancillary and related documents thereto be drafted in the English language only. Les parties aux présentes reconnaissent avoir exigé que la présente entente et tous les documents qui y sont accessoires soient rédigés en anglais seulement.

8.17 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by electronic transmission) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the Parties have executed this Amalgamation Agreement.

LEVIATHAN GOLD LTD.

By: "Luke Norman"
Name: Luke Norman
Title: Chief Executive Officer

CURA EXPLORATION BOTSWANA CORP.

By: "Dain Currie"
Name: Dain Currie
Title: Director

1555801 B.C. LTD

By: "Luke Norman"
Name: Luke Norman
Title: Director

**SCHEDULE “A”
MILESTONE SHARE PAYMENTS**

The following consideration is payable under the Afri Energy Share Purchase Agreement upon Cura or Leviathan preparing a mineral resource estimate of measured resources, indicated resources, inferred resources or any combination thereof of at least 40 mlbs U3O8 at a grade of at least 250 ppm U3O8 (Resource Estimate) estimated within the licenses held by Afri-Uranium (Pty) Ltd.

Name of Entitled Holder	Milestone Consideration
<i>[Redacted – Personal Information]</i>	2,664,750 Common Shares
<i>[Redacted – Personal Information]</i>	783,750 Common Shares
<i>[Redacted – Personal Information]</i>	783,750 Common Shares
<i>[Redacted – Personal Information]</i>	862,125 Common Shares
<i>[Redacted – Personal Information]</i>	2,351,250 Common Shares
<i>[Redacted – Personal Information]</i>	391,875 Common Shares
<i>[Redacted – Personal Information]</i>	412,500 Common Shares

The following consideration is payable under the AfriMetals No.1 Share Purchase Agreement upon Cura or Leviathan preparing a mineral resource estimate of measured resources, indicated resources, inferred resources or any combination thereof at least 15 Mt of copper at a grade of at least 1.75% CuEq (Resource Estimate) estimated within the licenses held by Innovation Surveyors (Pty) Ltd.

Name of Entitled Holder	Milestone Consideration
<i>[Redacted – Personal Information]</i>	2,220,625 Common Shares
<i>[Redacted – Personal Information]</i>	627,000 Common Shares
<i>[Redacted – Personal Information]</i>	783,750 Common Shares
<i>[Redacted – Personal Information]</i>	613,937 Common Shares
<i>[Redacted – Personal Information]</i>	1,567,500 Common Shares
<i>[Redacted – Personal Information]</i>	2,024,687 Common Shares
<i>[Redacted – Personal Information]</i>	412,500 Common Shares

**SCHEDULE “B”
BOTSWANA LICENSES**

<u>Agreement</u>	<u>PL Number</u>	<u>Holding Company</u>	<u>Commodity</u>	<u>Status</u>	<u>Current Area (km2)</u>	<u>Original Issue Date</u>	<u>Expiry Date</u>
Afri Energy Share Purchase Agreement	134/2022	Afri-Uranium (Pty) Ltd	Uranium	1 st renewal application pending MME consideration	852.7	01-Jul-22	30-Jun-25
Afri Energy Share Purchase Agreement	135/2022	Afri-Uranium (Pty) Ltd	Uranium	1 st renewal application pending MME consideration	609.1	01-Jul-22	30-Jun-25
Afri Energy Share Purchase Agreement	136/2022	Afri-Uranium (Pty) Ltd	Uranium	1 st renewal application pending MME consideration	605.0	01-Jul-22	30-Jun-25
Afri Energy Share Purchase Agreement	137/2022	Afri-Uranium (Pty) Ltd	Uranium	1 st renewal application pending MME consideration	469.0	01-Jul-22	30-Jun-25
Afri Energy Share Purchase Agreement	138/2022	Afri-Uranium (Pty) Ltd	Uranium	1 st renewal application pending MME consideration	858.9	01-Jul-22	30-Jun-25
Afri Energy Share Purchase Agreement	139/2022	Afri-Uranium (Pty) Ltd	Uranium	1 st renewal application pending MME consideration	994.5	01-Jul-22	30-Jun-25
Afri Energy Share Purchase Agreement	140/2022	Afri-Uranium (Pty) Ltd	Uranium	1 st renewal application pending MME consideration	859.0	01-Jul-22	30-Jun-25
Afri Energy Share Purchase Agreement	141/2022	Afri-Uranium (Pty) Ltd	Uranium	1 st renewal application pending MME consideration	701.0	01-Jul-22	30-Jun-25
Afri Energy Share	142/2022	Afri-Uranium (Pty) Ltd	Uranium	1 st renewal application	760.0	01-Jul-22	30-Jun-25

Purchase Agreement				pending MME consideration			
Afri Energy Share Purchase Agreement	223/2021	Afri-Uranium (Pty) Ltd	Uranium	Active	94.13	01-Jan-22	31-Dec-26
Afri Energy Share Purchase Agreement	224/2021	Afri-Uranium (Pty) Ltd	Uranium	Renewal under appeal	269.7	01-Jan-22	31-Dec-24
Afri Energy Share Purchase Agreement	225/2021	Afri-Uranium (Pty) Ltd	Uranium	Renewal under appeal	245.5	01-Jan-22	31-Dec-24
Afri Energy Share Purchase Agreement	226/2021	Afri-Uranium (Pty) Ltd	Uranium	Active	69.2	01-Jan-22	31-Dec-26
Afri Energy Share Purchase Agreement	227/2021	Afri-Uranium (Pty) Ltd	Uranium	Active	60.7	01-Jan-22	31-Dec-26
AfriMetals No.1 Share Purchase Agreement	135/2020	Innovation Surveyors (Pty) Ltd	Copper	Active	320.02	01-Oct-23	30-Sep-27
AfriMetals No.1 Share Purchase Agreement	198/2021	Innovation Surveyors (Pty) Ltd	Copper	Renewal under appeal	448.8	01-Jan-22	31-Dec-24
AfriMetals No.1 Share Purchase Agreement	181/2021	Innovation Surveyors (Pty) Ltd	Copper	Renewal under appeal	342.1	01-Jan-22	31-Dec-24
AfriMetals No.2 Share Purchase Agreement	19/2021	GCM Resources (Pty) Ltd	Copper	Renewal under appeal	727.6	01-Jul-21	30-Jun-24

AfriMetals No.2 Share Purchase Agreement	20/2021	GCM Resources (Pty) Ltd	Copper	Renewal under appeal	822.3	01-Jul-21	30-Jun-24
AfriMetals No.2 Share Purchase Agreement	21/2021	GCM Resources (Pty) Ltd	Copper	Renewal under appeal	791.9	01-Jul-21	30-Jun-24
AfriMetals No.2 Share Purchase Agreement	25/2021	GCM Resources (Pty) Ltd	Copper	Active	831.2	01-Jul-21	31-Dec-26
AfriMetals No.2 Share Purchase Agreement	27/2021	GCM Resources (Pty) Ltd	Copper	Active	415.2	01-Jul-21	31-Dec-26

**SCHEDULE “C”
AMALGAMATION RESOLUTION**

RESOLVED AS A SPECIAL RESOLUTION, THAT:

1. The amalgamation (the “**Amalgamation**”) under Section 269 of the *Business Corporations Act* (British Columbia) between Cura Exploration Botswana Corp. (“**Cura**”) and 1555801 B.C. Ltd. (“**Subco**”) pursuant to the terms of the amalgamation agreement among Cura, Leviathan Gold Ltd. (“**Leviathan**”) and Subco dated September ___, 2025 (the “**Amalgamation Agreement**”) is hereby authorized, approved and adopted;
2. The Amalgamation Agreement, as it may be or has been duly amended, modified or supplemented, involving Cura and implementing the Amalgamation (as the Amalgamation may be, or may have been, duly amended, modified or supplemented) is hereby approved and adopted;
3. The Amalgamation Agreement, the actions of the directors of Cura in approving the Amalgamation and the actions of the directors and officers of Cura in executing and delivering the Amalgamation Agreement and any amendments thereto are hereby ratified, confirmed and approved;
4. Notwithstanding that this resolution has been passed (and the Amalgamation adopted) by the shareholders of Cura, the directors of Cura are hereby authorized and empowered, without further notice to, or approval of, the shareholders of Cura:
 - (a) to amend the Amalgamation Agreement or the Amalgamation to the extent permitted by the Amalgamation Agreement and the Amalgamation; or
 - (b) subject to the terms of the Amalgamation Agreement, not to proceed with the Amalgamation; and
5. Any one director or officer of Cura be, and is hereby, authorized, empowered and instructed, acting for, in the name and on behalf of Cura, to execute or cause to be executed and to deliver or to cause to be delivered, all such other documents and to do or to cause to be done all such other acts or things as in such person's opinion may be necessary or desirable in order to carry out the intent of the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or the doing of such act or thing.