

**PROPERTY PURCHASE AGREEMENT**

**- BETWEEN -**

**VANICOM RESOURCES LIMITED**

**- AND -**

**TARTISAN NICKEL CORP.**

**- AND -**

**CANADIAN ARROW MINES LIMITED**

---

**October 18, 2018**

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**SCHEDULES**

**DESCRIPTION**

Schedule "A"	Representations and Warranties of Tartisan
Schedule "B"	Representations and Warranties of Vanicom
Schedule "C"	Property
Schedule "D"	Form of Net Smelter Royalty Agreement

## PROPERTY PURCHASE AGREEMENT

THIS AGREEMENT is made as of October 18, 2018,

### B E T W E E N:

**VANICOM RESOURCES LIMITED**, a corporation existing under the laws of Australia  
("Vanicom")

- and -

**TARTISAN NICKEL CORP.**, a corporation existing under the laws of Ontario  
("Tartisan")

- and -

**CANADIAN ARROW MINES LIMITED**, a corporation existing under the laws of Ontario  
("Canadian Arrow")

**WHEREAS** Canadian Arrow and Legendary are the beneficial and registered owners of the Purchased Assets (as defined herein);

**AND WHEREAS** Canadian Arrow is a wholly owned subsidiary of Tartisan;

**AND WHEREAS** Tartisan desires to sell, and Vanicom desires to purchase, the Purchased Assets and Canadian Arrow desires to sell, and Vanicom desires to purchase, the Purchased Assets upon and subject to the terms and conditions set out in this Agreement;

**AND WHEREAS** Vanicom desires to grant the Royalty (as defined herein) to Tartisan upon and subject to the terms and conditions set out in this Agreement;

**NOW THEREFORE** in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Defined Terms

As used in this Agreement, the following terms have the following meanings:

"**affiliate**" has the meaning specified in National Instrument 45-106 – *Prospectus Exemptions*.

"**Agreement**" means this property purchase agreement, including the schedules attached hereto.

"**ASX**" means the Australian Securities Exchange.

"**ASX Listing Rules**" means the listing rules of ASX as amended or replaced from time to time, except to the extent of any express written waiver by ASX.

“**Authorization**” means with respect to any Person, any order, permit, approval, consent, waiver, licence, registration or similar authorization of any Governmental Entity having jurisdiction over the Person.

“**Books and Records**” means all information in any form relating directly or indirectly to Legendary or the Purchased Assets, including, without limitation, books of account, personnel records, sales and purchase records, customer and supplier lists, lists of potential customers, referral sources, research and development reports and records, production reports and records, business reports, plans and projections, marketing and advertising materials, equipment logs, operating guides and manuals and all other documents, files, correspondence, e-mails, Authorizations, environmental management systems (including data collected for the purpose of compliance with Environmental Laws and the preparation of reports to Governmental Entities) and other information (whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and software storage and media devices).

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

“**Canadian Arrow**” means Canadian Arrow Mines Limited, a corporation existing under the laws of Ontario and a wholly owned subsidiary of Tartisan.

“**Cash Consideration**” has the meaning ascribed thereto in Section 2.2(c).

“**Closing**” means the closing of the purchase and sale of the Purchased Assets.

“**Closing Date**” means three (3) Business Days following the date on which all of the conditions precedent to the completion of the Transaction as set out in Article 6 of this Agreement have been satisfied or waived in accordance with this Agreement, or such earlier or later date as the Parties may agree in writing, such date to occur not later than the Outside Date.

“**Closing Time**” means 9:00 a.m. (Toronto time) or such other time as the Parties may agree in writing on the Closing Date.

“**Closure Plan**” means the following certified closure plan that has been approved by the ENDM pursuant to the Mining Act in connection with the Purchased Assets, being the Alexo Project Revised Production Closure Plan prepared for Legendary and dated and approved by the ENDM on January 24, 2005, as amended and approved in March 2011.

“**Consideration Shares**” has the meaning ascribed thereto in Section 2.2.

“**Contract**” means any agreement, commitment, engagement, contract, franchise, licence, lease, obligation, undertaking or joint venture (written or oral) relating to the Purchased Assets and to which Tartisan, Canadian Arrow or Legendary is a party or by which Tartisan, Canadian Arrow or Legendary is bound or affected.

“**Corporate Records**” means the corporate records of Legendary, including (i) all constating documents and by-laws, (ii) all minutes of meetings and resolutions of shareholders and directors (and any committees), and (iii) the share certificate books, securities register, register of transfers and register of directors.

“**Corporations Act**” means the *Corporations Act 2001* of the Commonwealth of Australia.

“**Data**” means the digital and physical material provided to Vanicom by Tartisan for the purposes of due diligence investigation by Vanicom.

“**Deposit**” means the deposit in the amount of \$50,000 paid by Vanicom to Tartisan in accordance with the Letter of Intent.

**“Dundonald Property”** means the property described in **Error! Reference source not found.**

**“Encumbrance”** means any encumbrance of any kind whatsoever on property including any privilege, mortgage, hypothec, lien, charge, pledge, security interest, adverse claim or any other option, right or claim of others of any kind whatever, whether contractual, statutory or otherwise, arising.

**“ENDM”** means the Ontario Ministry of Energy, Northern Development and Mines or any successor department or agency.

**“Environment”** means soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins and wetlands), groundwater, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life, sewer system, and any other environmental medium or natural resource and the environment in the workplace.

**“Environmental Laws”** means all Laws and agreements with Governmental Entities and all other statutory requirements relating to the Environment, public health and safety, noise control, pollution, reclamation or the protection of the Environment or to the generation, production, installation, use, storage, treatment, disposal, handling, transportation, Release or threatened Release of Hazardous Substances, including civil responsibility for acts or omissions with respect to the Environment, and all Authorizations issued pursuant to such Laws, agreements or other statutory requirements.

**“Environmental Permits”** means all permits, certificates, approvals, consents, authorizations, registrations, licenses or program participation requirements with or from any Governmental Entity under any Environmental Laws;

**“Existing Royalty”** means a 1.5% net smelter return royalty payable on minerals produced from the Property, payable to the royalty holder pursuant to a prior agreement.

**“Expenditure Commitment”** has the meaning ascribed thereto in 4.3(b);

**“Expiry Date”** has the meaning ascribed thereto in 4.3(b);

**“Exploration Expenditures”** means the aggregate amount of all direct costs, outlays and expenses reasonably spent or incurred by Vanicom or any of its affiliates in accordance with good mineral industry practice in connection with the evaluation, exploration and development of the Property, including, without limitation, moneys expended in maintaining the Property in good standing and costs incurred in connection with complying with Environmental Laws, all costs relating to the securing of good relations with communities in the area surrounding the Property, including, without limitation, all costs associated with the negotiation and implementation of any impact and benefit agreement or access agreement and any services provided in aid of consultation between aboriginal people and governmental authorities relating to operations on the Property, all insurance costs, moneys expended in doing and filing assessment work, expenses paid for or incurred in connection with any program of surface or underground prospecting, exploring, geophysical, geochemical and geological surveying, drilling, drifting, raising and other underground work, assaying and engineering, bulk sampling, environmental studies, data preparation and analysis, submissions to governmental authorities, all associated, non-recoverable sales taxes, paying the fees, wages, salaries, travelling expenses and fringe benefits of all persons engaged in work with respect to and for the benefit of the Property and Dundonald;

**“Financial Assurance”** means bonds, letters of credit, guarantees and other instruments or arrangements securing or guarantying performance of obligations with respect to the operation, closure, Reclamation or remediation of the Property or any part thereof.

**“Governmental Entity”** means (i) any international, multinational, national, federal, provincial, territorial, 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, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange.

**“Hazardous Substances”** means any element, waste or other substance, whether natural or artificial and whether consisting of gas, liquid, solid or vapour that is prohibited, listed, defined, judicially interpreted, designated or classified as dangerous, hazardous, radioactive, explosive or toxic or a pollutant or a contaminant under or pursuant to any applicable Environmental Laws, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor and asbestos or asbestos-containing materials or any substance which is regulated under Environmental Laws.

**“IFRS”** means International Financial Reporting Standards, at the relevant time, applied on a consistent basis.

**“Interim Balance Sheet Date”** means September 30, 2018.

**“Interim Financial Statements”** means the unaudited balance sheet of Legendary as at the Interim Balance Sheet Date and the accompanying unaudited statement of income of Legendary for the nine 9 month period then ended and all notes in respect thereof.

**“Law”** 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 unless expressly specified otherwise.

**“Legendary”** means Legendary Ore Mining Corporation, a corporation existing under the laws of Ontario and a wholly owned subsidiary of Canadian Arrow.

**“Legendary Financial Assurance”** means the closure plan performance bond held by ENDM in an amount equal to \$279,583.06, as at August 31, 2018.

**“Letter of Intent”** means the letter of intent dated August 23, 2018 between Tartisan and Vanicom.

**“Material Adverse Effect”** means any fact or state of facts, circumstance, change, effect, occurrence or event which individually or in the aggregate is, or individually or in the aggregate could reasonably be expected to: (i) be material and adverse to the Purchased Assets, the business or operations contemplated to be carried on in respect thereof or the liabilities or obligations related thereto; or (ii) prevent, or materially delay or hinder Tartisan from performing its obligations under this Agreement.

**“Mineral Rights”** means the rights to prospect and explore for, to develop and to mine minerals on, in or under any lands.

**“Mining Act”** means the *Mining Act* (Ontario);

**“Misrepresentation”** has the meaning ascribed thereto under Securities Laws.

**“officer”** has the meaning ascribed thereto in the *Securities Act*.

**“Ordinary Course”** means, with respect to an action taken by Tartisan, that such action is consistent with the past practices of Tartisan and is taken in the ordinary course of the normal day-to-day operations of the business of Tartisan.

**“Outside Date”** means November 1, 2018.

**“Parties”** means, collectively, Vanicom, Canadian Arrow and Tartisan, and **“Party”** means either of them.

**“Permitted Encumbrance”** means, in respect of the Purchased Assets:

- (a) the reservations, limitations, provisos and conditions expressed in any original grant from a Governmental Entity;
- (b) agreements with any Governmental Entity and any public utilities or private suppliers of services that in each case, and in the aggregate, do not materially detract from the value or materially interfere with the use of the real or immovable property subject thereto, provided that same have been complied with;
- (c) liens for Taxes and utilities which are not due or in arrears;
- (d) easements, encroachments and minor imperfections of title which do not, individually or in the aggregate, materially detract from the value of or impair the use or marketability of the real or immovable property subject thereto; and
- (e) any claim by any First Nation or other aboriginal people based on treaty rights, traditional territory or otherwise.

**“Person”** 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.

**“Property”** means, collectively, the mining claims and leases described in Schedule "C", together with all renewals, extensions, and any other form of successor or substitute title thereto or tenure derived therefrom, and any claims, leases or other form of mineral tenure which may replace the same, and all surface, water, access and other non-mineral rights of and to any land within the boundaries of such mineral claims and leases, including surface rights held in fee or under lease, licence, easement, right of way or other rights of any kind and all renewals, extensions and amendments thereof or substitutions therefor and all ancillary or appurtenant rights attached or accruing thereto.

**“Property Rights”** has the meaning ascribed thereto in subparagraph 21(a) of Schedule "A".

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

**“Purchased Assets”** means (i) the Purchased Shares, and (ii) except to the extent owned by Legendary upon Closing, all property, assets and rights of every description whether real, personal or mixed, relating to:

- (a) a 100% interest in the Property, including the Mineral Rights in or with respect to the Property;
- (b) all easements appurtenant to the Property;
- (c) all geological, geophysical, geochemical and test data and all other information (including internal and external studies, analyses and other work products) in relation to the Property



acquired, proved, gained or developed heretofore or in the possession or under the control of Tartisan or Canadian Arrow;

- (d) all improvements to the Property, all fixtures, plant, machinery, equipment, supplies, infrastructure and any other properties or rights of any description whether real or personal, in relation to the Property or the business of each of Tartisan and Canadian Arrow in relation to the Property;
- (e) all rights, benefits and entitlements of Tartisan under any Authorizations relating to the Property;
- (f) the Books and Records; and
- (g) the Existing Royalty.

“**Purchased Shares**” means 5,250,000 common shares in the capital of Legendary, being all of the issued and outstanding equity of Legendary.

“**Reclamation**” means the reclamation, restoration or closure of any facility or land utilized in any exploration, mining or processing operation required by any Law or any franchises, approvals, authorizations, permits, licenses, easements, registrations, qualifications, leases, variances and similar rights obtained from any Governmental Authority, including those required under Environmental Law.

“**Release**” has the meaning prescribed in any Environmental Law and includes any sudden, intermittent or gradual release, spill, leak, pumping, addition, pouring, emission, emptying, discharge, migration, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction of a Hazardous Substance, whether accidental or intentional, into the Environment or migration of a Hazardous Substance into or through the Environment or into or out of any lands or waters, including the movement of a Hazardous Substance through or in any part of the Environment.

“**Royalty**” has the meaning ascribed thereto in Section 2.2(b).

“**Securities Act**” means the *Securities Act* (Ontario).

“**Securities Laws**” means the Securities Act and all rules, regulations, published notices and instruments thereunder, and all comparable securities Laws in each of the provinces of Canada.

“**Subject Securities**” has the meaning ascribed thereto in Section 4.2(c).

“**Subsidiary**” means, with respect to a Person, any body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such Person and shall include any body corporate, partnership, joint venture or other entity over which it exercises direction or control or which is in a like relation to subsidiary.

“**Tartisan**” means Tartisan Nickel Corp., a corporation existing under the laws of Ontario.

“**Tax Act**” means the *Income Tax Act* (Canada).

“**Taxes**” means (a) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture,

transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, unclaimed property, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (b) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of or in lieu of amounts of the type described in clause (i) above or this clause (ii); (c) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (d) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

“**Transaction**” means, collectively, the transactions contemplated by this Agreement in relation to the purchase of the Purchased Assets by Vanicom and the sale of the Purchased Assets by Tartisan, as contemplated herein.

“**Transfer Taxes**” has the meaning ascribed thereto in Section 4.5.

“**Wilful Breach**” means a breach of this Agreement that is a consequence of an act undertaken by the breaching Party with the actual knowledge that the taking of such act would, or would be reasonably expected to, cause a breach of this Agreement.

“**Vanicom**” means Vanicom Resources Limited, a corporation existing under the laws of Australia.

“**Vanicom Shares**” means the ordinary shares in the capital of Vanicom.

## 1.2 Certain Rules of Interpretation

In this Agreement, unless otherwise specified:

- (a) **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.
- (b) **Currency.** All references to dollars or to \$ are references to Canadian dollars, unless specified otherwise.
- (c) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (d) **Certain Phrases, etc.** The words (i) “including”, “includes” and “include” mean “including (or includes or include) without limitation,” (ii) “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,” and (iii) 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.
- (e) **Capitalized Terms.** Unless expressly indicated otherwise, all capitalized terms used in any Schedule have the meanings ascribed to them in this Agreement.
- (f) **Accounting Terms.** All accounting terms are to be interpreted in accordance with IFRS and all determinations of an accounting nature in respect of Tartisan required to be made shall be made in a manner consistent with IFRS.

- (g) **Statutes.** Any reference to a statute refers to such statute and all rules, resolutions 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.
- (h) **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.
- (i) **Time References.** References to time are to local time, Toronto, Ontario.
- (j) **Consent.** If any provision requires approval or consent of a Party and such approval or consent is not delivered within the specified time limit, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (k) **Schedules.** The schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

## **ARTICLE 2 PURCHASED ASSETS AND PURCHASE PRICE**

### **2.1 Purchase and Sale**

On and subject to the terms and conditions of this Agreement, including the representations, warranties and covenants contained herein, on the Closing Date, Tartisan and Canadian Arrow, as applicable, shall sell, assign, transfer and convey unto Vanicom and Vanicom shall purchase from Tartisan a 100% interest in the Purchased Assets, free and clear of all Encumbrances, other than Permitted Encumbrances.

### **2.2 Purchase Price**

The purchase price payable by Vanicom to Tartisan and Canadian Arrow for the Purchased Assets (the "**Purchase Price**") shall be fully paid and satisfied by:

- (a) as to the amount of the Deposit, by application of the Deposit;
- (b) the grant, on the Closing Date, by Vanicom to Tartisan of a 0.5% net smelter return royalty (the "**Royalty**") on the Property, the terms of which are set out more particularly in the net smelter royalty agreement (the "**Net Smelter Royalty Agreement**") set forth in Schedule "D";
- (c) the payment by Vanicom to Tartisan of an amount in cash equal to \$100,000 (the "**Cash Consideration**"), which Cash Consideration shall be paid at the Closing Time by Vanicom to Tartisan by wire transfer of immediately available funds; and
- (d) the issuance to Tartisan by Vanicom, subject to applicable laws, of 1,750,000 ordinary shares in the capital of Vanicom (the "**Consideration Shares**") at the Closing Time at deemed price of \$0.20 per Consideration Share, which Consideration Shares shall be registered in the name of Tartisan or as Tartisan may otherwise direct in writing.

**ARTICLE 3  
REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS**

**3.1 Representations and Warranties of Tartisan and Canadian Arrow**

Tartisan and Canadian Arrow each represents and warrants, jointly and severally, to Vanicom as set forth in Schedule "A" and acknowledges and agrees that Vanicom is relying upon such representations and warranties in connection with the entering into of this Agreement.

**3.2 Representations and Warranties of Vanicom**

Vanicom represents and warrants to Tartisan as set forth in Schedule "B" and acknowledges and agrees that Tartisan is relying upon such representations and warranties in connection with the entering into of this Agreement.

**ARTICLE 4  
COVENANTS**

**4.1 Conduct of Business of Tartisan**

Tartisan covenants and agrees that, during the period from the date of this Agreement until the earlier of the Closing Date and the time that this Agreement is terminated in accordance with its terms, except with the express prior written consent of Vanicom, as required or permitted by this Agreement, or as required by Law, Tartisan shall conduct its business in respect of the Purchased Assets in the Ordinary Course and Tartisan shall maintain and preserve the Purchased Assets and perform and comply with all of its obligations under all Contracts. For greater certainty, Vanicom acknowledges that this Section 4.1 shall not apply to the conduct of business by Tartisan in respect of its properties and assets other than the Purchased Assets.

**4.2 Certain Covenants of Tartisan Relating to the Transaction**

- (a) Tartisan shall perform all obligations required or desirable to be performed by Tartisan under this Agreement, co-operate with Vanicom in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the Transaction and, without limiting the generality of the foregoing, Tartisan shall:
  - (i) use commercially reasonable efforts to satisfy all conditions precedent in this Agreement and comply promptly with all requirements imposed by Law on it with respect to this Agreement or the Transaction;
  - (ii) obtain and maintain all third party or other consents (including from Governmental Entities), waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations, that are (A) necessary in connection with the Transaction, (B) required to be obtained in relation to any of the Purchased Assets, or (C) required in order to maintain any Assumed Contracts, leases, Authorizations, licenses or other authorizations in respect of the Purchased Assets in full force and effect immediately following the Closing, in each case, on terms that are reasonably satisfactory to Vanicom, and without committing Vanicom or Tartisan to pay any additional consideration or incur any additional Liability other than the existing Liabilities relating to such Purchased Assets or make the Purchased Assets subject to any additional Liability as a condition precedent to the granting of any such consent, authorization, exemption, order, approval, agreement, amendment or confirmation, in

each case without the prior written consent of Vanicom or Tartisan, as the case may be.

- (iii) in connection with the preceding 4.2(a)(ii), Tartisan shall: (A) prior to the Closing, prepare all requisite notification letters (and provide copies to Vanicom) to be submitted to each applicable Governmental Entity, including to the Ministry of the Environment and Climate Change (Ontario), confirming the Transaction and, where applicable, requesting approval for the transfer to Vanicom or issuance, as applicable of all transferrable Authorizations relating to the Purchased Assets; and (B) provide Vanicom with all material correspondence made by Tartisan or received by Tartisan with respect to the Authorizations;
  - (iv) effect all necessary registrations, filings and submissions of information required by Governmental Entities relating to the Transaction and coordinating and cooperating with Vanicom with respect thereto;
  - (v) oppose, lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Transaction and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Transaction or this Agreement; and
  - (vi) not take any action, or refrain from taking any commercially reasonable action, or permitting any action to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to prevent, delay or otherwise impede the consummation of the Transaction.
- (b) Tartisan shall promptly notify Vanicom in writing of:
- (i) any Material Adverse Effect or any fact or state of facts, circumstance, change, effect, occurrence or event which could reasonably be expected to have a Material Adverse Effect;
  - (ii) any notice or other communications from any Person or any Governmental Entity relating to or involving or otherwise adversely affecting the Purchased Assets or that relate to this Agreement or the Transaction.
- (c) Tartisan hereby covenants and agrees that, for a period of six (6) months after the Closing Date (the “**Lock-up Period**”), Tartisan shall not, and shall cause its affiliates not to, directly or indirectly, offer, sell, negotiate, contract to sell, pledge, assign, transfer, grant any warrant, right or option to purchase, encumber, mortgage, make any short sale or otherwise dispose of any Vanicom Shares, whether now owned or hereafter owned or acquired, directly by the undersigned (including holding as a custodian) or with respect to which the undersigned has direct or indirect beneficial ownership or control or direction over (collectively, the “**Subject Securities**”). The foregoing restriction is expressly agreed to preclude Tartisan and its affiliates from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Subject Securities even if such securities would be disposed of by someone other than Tartisan and its affiliates. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Subject Securities or with respect to any security that includes, relates to, or derives any significant part of its value from the Subject Securities.

#### 4.3 Certain Covenants of Vanicom Relating to the Transaction

- (a) Vanicom shall perform all obligations required or desirable to be performed by Vanicom under this Agreement, co-operate with Tartisan in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the Transaction and, without limiting the generality of the foregoing, Vanicom shall use commercially reasonable efforts to satisfy all conditions precedent in this Agreement and comply promptly with all requirements imposed by Law on it with respect to this Agreement or the Transaction.
- (b) Vanicom shall, prior to the date (the “**Expiry Date**”) that is thirty six (36) months from the date of this Agreement, incur aggregate Exploration Expenditures of at least \$1,500,000.00 (the “**Expenditure Commitment**”) in connection with the Property and the adjoining Dundonald Property (or either of them), provided that not less than \$750,000.00 of such Expenditure Commitment shall be incurred in connection with the Property prior to the Expiry Date.
- (c) Until the Closing Time, and except as otherwise required by applicable Law or securities regulatory authorities or any stock exchange, each party will use commercially reasonable efforts to obtain prior comments from the other party before issuing any press release or public statement: (a) using the other party’s name or the names of the other party’s assignees or of its officers, directors or employees or of its assignees, or (b) which contains confidential information.
- (d) In the event that Vanicom fails to make the Expenditure Commitment prior to the Expiry Date, then Tartisan will have the option to reacquire the Property for a purchase price of \$1.00 within thirty days of the Expiry Date.
- (e) If Tartisan exercise its option to reacquire the Property as set forth in section 4.3 (d), Vanicom will transfer the Property free and clear of all Encumbrances; and provide Tartisan with all conveyances, transfers, assignments, consents and other documents as may be required to convey to Tartisan a 100% undivided interest in the Purchased Assets with good and marketable title, free and clear of all liens, charges and Encumbrances.

#### 4.4 Access to Information and Access for Due Diligence

Tartisan shall permit Vanicom and its representatives, between the date of this Agreement and the Closing, unrestricted access to (a) the Property and all surface facilities and underground workings, (b) the books and records in respect of the Property (whether in writing or stored in computerized, electronic, disk or any other form), including information regarding mining claims, permits, licenses and leases, surface and access rights, environmental matters and other documents reasonably needed in order to conduct its due diligence review (the “**Due Diligence Review**”). The Transaction is subject to satisfaction with the results of the Due Diligence Review in Vanicom’s sole discretion.

#### 4.5 Tax Matters

Vanicom shall be solely liable for any and all transfer, sales, use, stamp, registration, value added and other such Taxes (including penalties and interest in respect thereof) (“**Transfer Taxes**”) incurred in connection with this Agreement, including liabilities arising from the reassessment or nonpayment of any such Transfer Taxes, but in each case only to the extent such Transfer Taxes or liabilities arise from the conveyance or a transfer of the Purchased Assets by Tartisan to Vanicom. Each party shall, at its own expense, timely file any tax return or other document with respect to such Transfer Taxes (and each party shall cooperate with each other party with respect thereto as reasonably necessary).

#### 4.6 Surety Arrangements

- (a) Tartisan and Legendary agree that Tartisan may, within forty-five (45) days of the Closing, provide to Legendary a request (a “**Return of Financial Assurance Monies Request**”) to the ENDM for the return of Legendary Financial Assurance monies held in association with the Closure Plan, including a response to comments contained in inspection reports for the property from ENDM and the Ministry of Environment, Conservation and Parks in 2017. If so provided within such time period, Legendary shall promptly submit the Return of Financial Assurance Monies Request (or authorize Tartisan to do so on its behalf) to the ENDM, and Tartisan shall provide Legendary with reasonable commercial assistance and support and enable it to address any requests or requirements of the ENDM in responding to the Return of Financial Assurance Monies Request. All reasonable costs and expenses incurred by each of Tartisan or Legendary in connection with the preparation of the Return of Financial Assurance Monies Request submissions and support of the Return of Financial Assurance Monies Request shall be borne entirely by Tartisan.
- (b) If, after the Return of Financial Assurance Monies Request is submitted in accordance with Section 4.6(a) and at any time or times prior to December 31, 2019, the ENDM releases to Legendary any of the cash collateral then being held by it under the Legendary Financial Assurance, Legendary shall, without undue delay, pay over to Tartisan all such cash amounts so released and received by Legendary from the ENDM. From and after December 31, 2019, Legendary shall not have any further obligations to Tartisan under this Section 4.6(b) or otherwise with respect to the Legendary Financial Assurance and any monies released to Legendary in respect thereof.

### ARTICLE 5 NON-SOLICITATION

#### 5.1 Non-Solicitation

Commencing on the date hereof and until 5:00 p.m. (Toronto time) on the earlier of the Closing Date and the Outside Date, (i) Tartisan and Canadian Arrow shall negotiate in good faith and only with Vanicom with respect to the sale of all or any portion of the Property, (ii) neither Tartisan nor Canadian Arrow shall, directly or indirectly, (A) encourage, solicit, initiate discussions with or engage in negotiations with any person (whether such negotiations are initiated by Tartisan or otherwise), other than Vanicom, relating in any way to the acquisition of all or any portion of the Property (a “**Competing Transaction**”), (B) enter into any letter of intent, contract or other agreement with any person or entity, other than Vanicom, providing for any Competing Transaction, or (C) encourage, solicit or initiate discussions with any person or entity, other than Vanicom, relating in any way to a Competing Transaction.

### ARTICLE 6 CONDITIONS TO CLOSING

#### 6.1 Mutual Conditions Precedent

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

- (a) **Illegality.** No Law is in effect that makes the consummation of the Transaction illegal or otherwise prohibits or enjoins any of the Parties from consummating the Transaction; and

- (b) **Governmental Approvals.** Each of Vanicom and Tartisan shall have received all Authorizations required for the Closing.

## 6.2 Additional Conditions Precedent to the Obligations of Vanicom

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

- (a) **Representations and Warranties.** The representations and warranties of Tartisan and Canadian Arrow set forth in this Agreement that are qualified by materiality or Material Adverse Effect qualifications shall be true and correct in all respects and all other representations and warranties of Tartisan and Canadian Arrow set forth in this Agreement shall be true and correct in all material respects except where any failures or breaches of representations and warranties would not, either individually or in the aggregate, have a Material Adverse Effect, in each case, as of the Closing Date as if made on and as of such date except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be accordingly true and correct as of such earlier date; and Tartisan shall have delivered a certificate confirming same to Vanicom, executed by a senior officer of Tartisan and Canadian Arrow (without personal liability), addressed to Vanicom and dated the Closing Date.
- (b) **Performance of Covenants.** Tartisan has fulfilled or complied in all respects with each of the covenants and obligations of Tartisan and Canadian Arrow contained in this Agreement to be fulfilled or complied with by it on or prior to the Closing Date and Tartisan and Canadian Arrow has delivered a certificate confirming same to Vanicom, executed by a senior officer of Tartisan and Canadian Arrow, addressed to Vanicom and dated the Closing Date.
- (c) **No Material Adverse Effect.** There shall not have occurred a Material Adverse Effect.
- (d) **No Legal Action.** There is no action or proceeding pending in Canada to prohibit or restrict the Transaction or prohibit or restrict the ownership or operation by Vanicom or its affiliates of the Purchased Assets.
- (e) **Property in Good Standing.** The mineral leases, patented claim and unpatented claim comprising the Property (as set out in Schedule “C”) shall be in good standing as of the Closing Date.
- (f) **Deliveries to Vanicom.** Tartisan shall have delivered, or caused to be delivered, to Vanicom the following in form and substance satisfactory to Vanicom, acting reasonably:
  - (i) Share certificates representing the Purchased Shares duly endorsed in blank for transfer, or accompanied by irrevocable security transfer powers of attorney duly executed in blank, in either case by the holders of record, together with evidence satisfactory to Vanicom that Vanicom or its nominee(s) have been entered upon the books of Legendary as the holder of the Purchased Shares;
  - (ii) the certificates referred to in Section 6.2(a) and Section 6.2(b);
  - (iii) certified copies of (i) the articles and by-laws of Tartisan, Canadian Arrow and Legendary; and (ii) the resolutions of the board of directors of Tartisan, Canadian Arrow and Legendary approving the entering into of this Agreement and the transactions contemplated hereby;



- (iv) a Certificate of Status with respect to Tartisan, Canadian Arrow and Legendary, in each case, issued by the Province of Ontario Ministry of Government Services;
- (v) a direction to Vanicom regarding the payment of the Cash Consideration;
- (vi) a written resignation and an executed release from each director and officer of each Legendary in a form to be agreed by Vanicom and Tartisan, acting reasonably, such resignations and releases to be effective as at the Closing Date, and duly executed terminations of all powers of attorney granted to such directors and officers;
- (vii) all minute books, corporate records and share transfer books of Legendary;
- (viii) an opinion dated the Closing Date from legal counsel for Tartisan and Canadian Arrow, in a form customarily provided in transactions of this nature, including in respect of the due authorization, execution, delivery and enforceability of this Agreement;
- (ix) a true and complete copy of the agreement with respect to the Existing Royalty, as previously disclosed to Vanicom;
- (x) the Net Smelter Royalty Agreement executed by Tartisan;
- (xi) all documents as may be required to discharge and remove from title any Encumbrance that is not a Permitted Encumbrance; and
- (xii) all conveyances, transfers, assignments, consents and other documents as may be required to convey to Vanicom a 100% undivided interest in the Purchased Assets with good and marketable title, free and clear of all liens, charges and encumbrances, other than the Permitted Encumbrances.

### **6.3 Additional Conditions Precedent to the Obligations of Tartisan**

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

- (a) **Representations and Warranties of Vanicom.** The representations and warranties of Vanicom set forth in this Agreement that are qualified by materiality or Material Adverse Effect qualifications shall be true and correct in all respects and all other representations and warranties of Vanicom set forth in this Agreement shall be true and correct in all material respects except where any failures or breaches of representations and warranties would not, either individually or in the aggregate, have a Material Adverse Effect, in each case, as of the Closing Date as if made on and as of such date except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be accordingly true and correct as of such earlier date; and Vanicom shall have delivered a certificate confirming same to Tartisan, executed by a senior officer of Vanicom (without personal liability), addressed to Tartisan and dated the Closing Date.
- (b) **Performance of Covenants of Vanicom.** Vanicom has fulfilled or complied in all respects with each of the covenants and obligations of Vanicom contained in this Agreement to be fulfilled or complied with by it on or prior to the Closing Date and Vanicom has delivered a certificate confirming same to Tartisan, executed by a senior officer of Vanicom (without personal liability), addressed to Tartisan and dated the Closing Date.

- (c) **No Legal Action.** There is no action or proceeding pending in Canada to prohibit or restrict the Transaction.
- (d) **Deliveries by Vanicom.** Vanicom shall have delivered or caused to be delivered to Tartisan:
  - (i) the certificates referred to in Section 6.3(a) and Section 6.3(b), in form and substance satisfactory to Tartisan, acting reasonably;
  - (ii) a wire transfer representing the Cash Consideration sent in accordance with the direction delivered by Tartisan to Vanicom under Section 6.2(f)(v);
  - (iii) a holding statement in respect of the Consideration Shares as described in Section 8.2, or a written undertaking to provide the same as soon as reasonably practicable; and
  - (iv) the Net Smelter Royalty Agreement executed by Vanicom.

## **ARTICLE 7 TERM AND TERMINATION**

### **7.1 Termination**

- (a) This Agreement may be terminated prior to the Closing Date:
  - (i) by the mutual written agreement of the Parties;
  - (ii) by either Tartisan, Canadian Arrow or Vanicom if:
    - (A) the closing of the Transaction does not occur on or prior to the end of the day on the Outside Date, provided that a Party may not terminate this Agreement pursuant to this Section 7.1(a)(ii)(A) if the failure of the closing of the Transaction 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 under this Agreement; or
    - (B) 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 Tartisan, Canadian Arrow or Vanicom 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 7.1(a)(ii)(B) has used its commercially reasonable efforts to appeal such Law (provided such Law is an order, injunction, judgment, decree or ruling) or otherwise have it lifted or rendered non-applicable in respect of the Transaction;
  - (iii) by Tartisan or Canadian Arrow if a breach of any representation or warranty or failure to perform any covenant on the part of Vanicom under this Agreement occurs that would cause any condition in Section 6.3 not to be satisfied, and such breach or failure is incapable of being cured or is not cured by the Outside Date; provided that any Wilful Breach shall be deemed to be incurable;
  - (iv) by Vanicom if:

- (A) a breach of any representation or warranty or failure to perform any covenant on the part of Tartisan or Canadian Arrow under this Agreement occurs that would cause any condition in Section 6.2 not to be satisfied, and such breach or failure is incapable of being cured or is not cured by the Outside Date; provided that any Wilful Breach shall be deemed to be incurable; or
  - (B) after the date of this Agreement, there has occurred a Material Adverse Effect.
- (b) The Party desiring to terminate this Agreement pursuant to Section 7.1(a) shall give notice of such termination to the other Parties, specifying in reasonable detail the basis for such Party's exercise of its termination right.

## **7.2 Effect of Termination**

If this Agreement is terminated pursuant to Section 7.1, subject to Section 10.4, this Agreement shall become void and of no further force or effect without liability of any Party to any other Party to this Agreement except that no Party shall be relieved of any liability for any Wilful Breach by it of this Agreement.

## **ARTICLE 8 CLOSING**

### **8.1 Date, Time and Place of Closing**

The completion of the Transaction contemplated by this Agreement will take place at the offices of Irwin Lowy LLP, 365 Bay Street, Suite 400, Toronto, Ontario M5H 2V1 at the Closing Time or at such other place, on such other date and at such other time as may be agreed upon in writing between the Parties.

### **8.2 Closing Procedures.**

Subject to satisfaction or waiver by the relevant Party of the conditions of closing, at the Closing Tartisan shall deliver actual possession of the Purchased Assets and the instruments of conveyance described in Section 6.2(f)(xii) and, upon such deliveries, Vanicom shall (i) provide to Tartisan evidence of the wire transfer representing the Cash Consideration sent in accordance with the direction delivered by Tartisan to Vanicom under Section 6.2(f)(v) and (ii) issue to Tartisan the Consideration Shares and procure that Tartisan's name is entered in Vanicom's register of shareholders as the registered holder of the Consideration Shares (and on, or as soon as reasonably practicable following the Closing, deliver to Tartisan a holding statement in respect of the Consideration Shares so issued).

## **ARTICLE 9 INDEMNITY**

### **9.1 Continuation of Representations, Warranties and Covenants**

The respective representations, warranties, acknowledgments and covenants of the each of the Parties are representations, warranties, acknowledgments and covenants on which each other Party has relied in entering into this Agreement and shall survive and continue in full force and effect for a period of two (2) years after the Closing Date, except that:

- (a) the respective representations and warranties of each Party set forth in paragraphs (1) [*Organization and Qualification*], (2) [*Corporate Authorization*], (3) [*Execution and Binding*

*Obligation*], of Schedule "A" and Schedule "B", as applicable, shall survive and continue in full force and effect for an indefinite period;

- (b) the representations and warranties of Tartisan and Canadian Arrow set forth in paragraphs (8) [*No other Agreements to Purchase*]; (9) [*Title to Purchased Assets*] shall survive and continue in full force and effect for a period of fifteen (15) years after the Closing Date;
- (c) the representations and warranties of Tartisan and Canadian Arrow set forth in paragraphs (7) [*Authorized and Issued Capital* ], (21) [*Real Property Matters*], (22) [*No Option on Assets*] and (24) [*Environmental Matters*] of Schedule "A" shall survive and continue in full force and effect for a period of five (5) years after the Closing Date; and
- (d) the representations and warranties of Tartisan and Canadian Arrow set forth in paragraph (28) [*Taxes*] shall survive and continue in full force and effect until, but not beyond, the expiration of the period, if any, during which an assessment, reassessment or other form of recognized document assessing liability for tax, interest or penalties under applicable tax legislation in respect of any taxation year to which such representations and warranties extend could be issued under such tax legislation to Legendary, provided Legendary did not file any waiver or other document extending such period.

## **9.2 Indemnification by Tartisan and Canadian Arrow.**

Tartisan and Canadian Arrow each agrees to indemnify and save Vanicom harmless from and against any loss, damages, liability, claim, cost and expense (including without limiting the generality of the foregoing, reasonable legal fees) which may be suffered or incurred by Vanicom or the Purchased Assets as a result of or in connection with (i) any breach of any such covenant or breach or inaccuracy of any such representation and warranty made by Tartisan or Canadian Arrow, or a failure by Tartisan or Canadian Arrow to perform any such covenant, (ii) any failure of Tartisan or Canadian Arrow to transfer or cause the transfer of the legal and beneficial ownership of the Purchased Assets free and clear of all Encumbrances other than Permitted Encumbrances, and (iii) any and all debts, claims, liabilities or other obligations related to the Purchased Assets which occurred or accrued in respect of a period prior to the Closing Date for a period of two (2) years after the Closing Date.

## **9.3 Indemnification by Vanicom.**

Vanicom agrees to indemnify and save Tartisan and Canadian Arrow harmless from and against any loss, damages, liability, claim, cost and expense (including without limiting the generality of the foregoing, reasonable legal fees) which may be suffered or incurred by Tartisan and Canadian Arrow as a result of or in connection with any breach of any such covenant or breach or inaccuracy of any such representation and warranty made by Vanicom, or a failure by Vanicom to perform any such covenant for a period of two (2) years after the Closing Date.

# **ARTICLE 10 GENERAL PROVISIONS**

## **10.1 Amendments**

This Agreement may only be amended by mutual written agreement of the Parties.

## **10.2 Expenses**

Each of Tartisan and Vanicom will be responsible for and bear all of its own costs and expenses (including any broker's or finder's fees and the expenses of its representatives) incurred at any time prior to or after the Closing Date in connection with negotiating, evaluating, pursuing, or completing of the Transaction, whether or not the

Transaction is consummated. For greater certainty, if the Transaction is completed, Vanicom will be responsible for claims transfer fees payable to any applicable Governmental Entity in connection with the transfer of the Property to Vanicom.

### **10.3 Further Assurances**

From time to time after the Closing Date, each Party shall, at the request of any other Party, execute and deliver such additional conveyances, transfers and other assurances as may be reasonably required to effectively undertake the transactions contemplated by this Agreement and to carry out the intent of this Agreement. Without limiting the generality of the foregoing, to the extent that any Purchased Asset is not transferred to Vanicom, upon becoming aware or being notified of such failure to transfer such asset, Tartisan shall use its best efforts to transfer, or to cause the transfer of, such asset to Vanicom or take other appropriate steps to allow Vanicom to enjoy the benefit of such arrangement or asset.

### **10.4 Notices**

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

- (a) to Vanicom at:

**Vanicom Resources Limited**  
Level 11 London House 216 St. George's Terrace  
Perth, Western Australia 6000

Attention: Benjamin Cooper  
Email: [bcooper@vanicom.com](mailto:bcooper@vanicom.com)

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

**Irwin Lowy LLP**  
365 Bay Street, Suite 400  
Toronto, Ontario, Canada M5H 2V1

Attention: Eric Lowy  
Email: [elowy@irwinlowy.com](mailto:elowy@irwinlowy.com)

- (c) to Tartisan or Canadian Arrow at:

**Tartisan Nickel Corp.**  
Suite 1060 - 44 Victoria Street  
Toronto, Ontario M5C 1Y2

Attention: Mark Appleby, President & CEO  
Email: [mark@tartisannickel.com](mailto:mark@tartisannickel.com)

- (d) with a copy to:

**Robert M. Isles**  
Lawyer  
Suite 1060 - 44 Victoria Street  
Toronto, Ontario M5C 1Y2

Attention: Robert M. Isles  
Email: [risles@isleslaw.com](mailto:risles@isleslaw.com)

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery, email or same day courier, 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, and (ii) if sent by overnight courier, on the next Business Day. 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.

#### **10.5 Time of the Essence**

Time is of the essence in this Agreement.

#### **10.6 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.

#### **10.7 Entire Agreement**

This Agreement 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.

#### **10.8 Successors and Assigns**

- (a) This Agreement becomes effective only when executed by Vanicom, Canadian Arrow and Tartisan. After that time, it will be binding upon and enure to the benefit of Vanicom Canadian Arrow and Tartisan and their respective successors and permitted assigns.
- (b) Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by Tartisan without the prior written consent of Vanicom. Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by Vanicom without the prior written consent of Tartisan.

#### **10.9 Severability**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by 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.

#### **10.10 Governing Law**

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

#### **10.11 Rules of Construction**

The Parties 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.

#### **10.12 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. Signature page follows.]*

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

**VANICOM RESOURCES LIMITED**

Signed : "*Benjamin Cooper*"

By:

\_\_\_\_\_  
Name: Benjamin Cooper  
Title: Executive Director

**TARTISAN NICKEL CORP.**

Signed : "*D. Mark Appleby*"

By:

\_\_\_\_\_  
Name: D. Mark Appleby  
Title: President & CEO, Director

**CANADIAN ARROW MINES LIMITED**

Signed : "*D. Mark Appleby*"

By:

\_\_\_\_\_  
Name: D. Mark Appleby  
Title: Director



## SCHEDULE "A"

### REPRESENTATIONS AND WARRANTIES OF TARTISAN AND CANADIAN ARROW

1. **Organization and Qualification.** Each of Tartisan, Canadian Arrow and Legendary is a corporation incorporated, validly existing and in good standing under the Laws of Ontario, and has all requisite power and authority to own, lease and operate its assets and properties and conduct its business as now owned and conducted. Tartisan is qualified, licensed or registered to carry on business and is in good standing in each jurisdiction in which such qualification, licensing or registration is necessary except to the extent that any failure of Tartisan or Tartisan or Canadian Arrow to be so qualified, licensed or registered or to be in good standing would not materially affect the Purchased Assets, the business or operations contemplated to be carried on in respect thereof or the liabilities, obligations or prospects related thereto, and has all Authorizations required to own, lease and operate the Purchased Assets and to conduct its business as now owned and conducted in respect of the Purchased Assets.
2. **Corporate Authorization.** Each of Tartisan, Canadian Arrow and Legendary has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance by each of Tartisan, Canadian Arrow and Legendary of its obligations under this Agreement and the consummation of the Transaction and the other transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Tartisan, Canadian Arrow or Legendary, as the case may be, and no other corporate proceedings on the part of Tartisan, Canadian Arrow or Legendary, as the case may be, is necessary to authorize this Agreement or the consummation of the Transaction and the other transactions contemplated hereby.
3. **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by each of Tartisan, Canadian Arrow and Legendary, and constitutes a legal, valid and binding agreement of each of Tartisan, Canadian Arrow and Legendary, enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
4. **Governmental Authorization.** The execution, delivery and performance by each of Tartisan, Canadian Arrow and Legendary of its respective obligations under this Agreement and the consummation of the Transaction and the other transactions contemplated hereby do not require any Authorization or other action by or in respect of, or filing with, or notification to, any Governmental Entity by Tartisan, Canadian Arrow or Legendary.
5. **Non-Contravention.** The execution, delivery and performance by each of Tartisan, Canadian Arrow and Legendary of its obligations under this Agreement and the consummation of the Transaction and the other transactions contemplated hereby do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):
  - (a) contravene, conflict with, or result in any violation or breach of the notice of articles or articles of Tartisan, Canadian Arrow or Legendary;
  - (b) assuming compliance with the matters referred to in Paragraph 4 of this Schedule "A", contravene, conflict with or result in a violation or breach of Law;
  - (c) allow any Person to exercise any rights, require any consent or other action by any Person, or constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which Tartisan, Canadian Arrow or Legendary is entitled (including by triggering any rights of first refusal or first offer, change

in control provision or other restriction or limitation) under any Contract or any Authorization to which Tartisan, Canadian Arrow or Legendary is a party or by which Tartisan, Canadian Arrow or Legendary, as the case may be, is bound, relating to the Purchased Assets, the business or operations contemplated to be carried on in respect thereof or the liabilities, obligations or prospects related thereto; or

- (d) result in the creation or imposition of any Encumbrance upon any of the Purchased Assets.
6. **Required Authorizations.** There is no requirement to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Entity as a condition to the lawful completion of the transactions contemplated by this Agreement.
  7. **Authorized and Issued Capital.** The authorized capital of Legendary consists of an unlimited number of common shares, of which (i) at this date, 5,250,000 common shares (and no more) have been duly issued and are outstanding as fully paid and non-assessable, and (ii) at the Closing Date, 5,250,000 common shares (and no more) shall have been duly issued and shall be outstanding as fully paid and non-assessable. All of the Purchased Shares have been issued in compliance with all applicable Laws including, without limitation, applicable securities laws.
  8. **No Other Agreements to Purchase.** Except for Vanicom's right under this Agreement, no Person has any written or oral agreement, option or warrant or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming such for (i) the purchase or acquisition from Canadian Arrow of any of the Purchased Assets (including, without limitation, the Purchased Shares), or (ii) the purchase, subscription, allotment or issuance of any of the unissued shares or other securities of Legendary.
  9. **Title to Purchased Assets.** The Purchased Shares are owned by Canadian Arrow as the registered and beneficial owner with a good title, free and clear of all Encumbrances, and all other Purchased Assets are owned by Canadian Arrow as the registered and beneficial owner with a good title, free and clear of all Encumbrances. Upon completion of the transaction contemplated by this Agreement, Vanicom will have good and valid title to the Purchased Assets, free and clear of all Encumbrances.
  10. **Dividends and Distributions.** Legendary has not, directly or indirectly, declared or paid any dividends or declared or made any other distribution on any of its shares of any class and has not, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares of any class or agreed to do so.
  11. **Corporate Records.** The Corporate Records are complete and accurate and all corporate proceedings and actions reflected in the Corporate Records have been conducted or taken in compliance with all applicable Laws and with the articles and by-laws of Legendary. Without limiting the generality of the foregoing (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held, (ii) the minute books contain all resolutions passed by the directors and shareholders (and committees, if any) and all such resolutions were properly passed, (iii) the share certificate books, register of shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any tax payable in connection with the transfer of any securities has been paid, and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be. Legendary has never been subject to, or affected by, any unanimous shareholders agreement.
  12. **No Breach of Contracts.** Legendary has not violated or breached, in any respect, any of the terms or conditions of any Contract, and to the best of the knowledge of Canadian Arrow, all the covenants to be performed by any other party to such Contract have been fully performed.

13. **Subsidiaries.** Legendary has no subsidiaries and holds no shares or other ownership, equity or proprietary interests in any other Person.
14. **Books and Records.** All accounting and financial Books and Records have been fully, properly and accurately kept and completed in all material respects. The Books and Records and other data and information are not recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which are not available to Legendary in the Ordinary Course.
15. **Financial Statements.** The unaudited financial statements of Legendary dated September 30, 2018 and the Interim Financial Statements have been prepared in accordance with IFRS applied on a basis consistent with those of previous fiscal years and each presents fairly:
  - (a) The assets, liabilities, (whether accrued, absolute, contingent or otherwise) and financial position of Legendary as at the respective dates of the relevant statements; and
  - (b) The sales and earnings of Legendary during the periods covered by the unaudited financial statements of Legendary dated September 30, 2018 or Interim Financial Statements, as the case may be;

True, correct and complete copies of the September 30, 2018 and the Interim Financial Statements and the Interim Financial Statements have been provided to Legendary by Tartisan.
16. **No Liabilities.** Except as disclosed in this Agreement or reserved against in the balance sheet forming part of the Interim Financial Statements, Legendary has no liabilities or obligations of any nature (whether absolute, accrued, contingent or otherwise) except for current liabilities incurred in the Ordinary Course since the Interim Balance Sheet Date.
17. **Bank Accounts and Powers of Attorney.** Legendary has no bank accounts and has no Persons hold any powers of attorney from Legendary.
18. **No Undisclosed Liabilities.** There are no liabilities or obligations of Tartisan, Canadian Arrow or Legendary of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise which relate in any way to the Purchased Assets, the business or operations contemplated to be carried on in respect thereof or the liabilities, obligations or prospects related thereto, other than liabilities or obligations incurred in connection with this Agreement.
19. **Absence of Certain Changes or Events.** Other than the transactions contemplated in this Agreement, the business of Tartisan, Canadian Arrow or Legendary as it relates to the Purchased Assets has been conducted in the Ordinary Course and there has not been any event, circumstance or occurrence which has had or would be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.
20. **Compliance with Laws.** Tartisan, Canadian Arrow and Legendary has, in each case, been, in compliance in all material respects with Law in connection with the ownership, use, maintenance and operation of the Purchased Assets. Tartisan is not under any investigation with respect to, has not been charged with nor, to the knowledge of Tartisan or Canadian Arrow, threatened to be charged with, nor has Tartisan or Canadian Arrow received notice of, any violation or potential violation of any Law or disqualification by a Governmental Entity in connection with the ownership, use, maintenance and operation of the Purchased Assets.

21. **Real Property Matters.**

- (a) Other than Permitted Encumbrances, Canadian Arrow or Legendary is the absolute legal, registered and beneficial owner of the Purchased Assets and holds either freehold title, leases, concessions, claims, options or participating interests or other conventional property or proprietary interests or rights, recognized in Ontario or Québec (collectively, “**Property Rights**”), in respect of the Mineral Rights located in the Property in which Tartisan has an interest, under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit Canadian Arrow and Legendary to explore, develop and mine mineral deposits relating thereto and, except for Permitted Encumbrances, Canadian Arrow and Legendary, as the case may be, hold an interest in the Property free and clear of any Encumbrances and no commission, licence fee or similar payment to any Person with respect to the Property is payable.
- (b) There are no royalty or similar obligations in place with respect to the Property other than the Existing Royalty.
- (c) There are no back-in rights, earn-in rights, rights of first refusal or similar provisions or rights which would affect the Property.
- (d) All of the Property Rights have been properly located and recorded in compliance with applicable Law and are comprised of valid and subsisting mineral claims.
- (e) The Property Rights are in good standing under applicable Law, and will be in good standing as at the Closing Date, and all work required to be performed and filed in respect thereof has been performed and filed, all Taxes, rentals, fees, expenditures and other payments in respect thereof have been paid or incurred and all filings in respect thereof have been made.
- (f) There is no material adverse claim, known, threatened or in process, against or challenge to the title to or ownership of any of the Property Rights, Mineral Rights, Authorizations including any asserted aboriginal title or other rights from First Nations, Métis, tribal or native authorities, communities or groups, and Governmental Entities.
- (g) No portion of the Purchased Assets is within any protected area, conservation area, rescued area, reserve, reservation, reserved area, resource management zones or special needs lands as designated by any Governmental Entity which could materially impair the operation and development of the Purchased Assets.
- (h) Tartisan does not know of any claim or the basis for any claim that could reasonably be expected to materially and adversely affect the right of Tartisan to use, transfer or otherwise explore, develop or mine mineral deposits on the Property.
- (i) No legal or governmental proceedings or inquiries are pending to which Tartisan is a party or to which the Property are subject that would result in the revocation or modification of any certificate, authority, permit or licence related to the Property, or necessary for the business or operations contemplated to be carried on in respect thereof and, to the knowledge of Tartisan, no such legal or governmental proceedings or inquiries are pending, threatened or being contemplated.

22. **No Option on Assets.** No Person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from Tartisan, or on or following the Closing Date, of any portion of the Property or any of the Purchased Assets.

23. **Exploration, Development and Mining Activities.** All exploration, development and mining activities on the Property by each of Tartisan, Canadian Arrow and Legendary or any of their respective representatives, as applicable, have been conducted in all material respects in accordance with good exploration practices and all applicable workers' compensation and health and safety and workplace Laws, regulations and policies have been complied with in all material respects.
24. **Environmental Matters.**
- (a) Neither Tartisan nor any of its Subsidiaries has been and is currently in violation of, in connection with the ownership, use, maintenance, operation, closure or remediation of the Purchased Assets, in any material respect, any Environmental Laws.
  - (b) Without limiting the generality of Paragraph 24(a), neither Tartisan nor Canadian Arrow has any knowledge of, and has not received any notice of, any claim, judicial or administrative proceeding, pending or threatened against, or which may affect, either Tartisan, Canadian Arrow or Legendary or any of its respective property, assets or operations, relating to, or alleging any violation of, any Environmental Laws in connection with the ownership, use, maintenance, operation, closure or remediation of the Purchased Assets by Tartisan, Canadian Arrow or Legendary. Neither Tartisan nor Canadian Arrow is aware of any facts or conditions which could give rise to any such claim or judicial or administrative proceeding or otherwise the Purchased Assets otherwise incurring liability. Neither Tartisan, Canadian Arrow or Legendary, nor any of the property, assets or operations which relate to the Purchased Assets is the subject of any investigation, evaluation, audit or review by any Governmental Entity to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a Release of any Hazardous Substances into the Environment, except for compliance inspections conducted in the normal course by any Governmental Entity.
  - (c) There are no orders, rulings, directives or Governmental Entity policies issued, pending or, to the knowledge of Tartisan, threatened against Tartisan, Canadian Arrow or Legendary in connection with the ownership, use, maintenance or operation of the Purchased Assets under or pursuant to any Environmental Laws requiring any work, repairs, construction or capital expenditures with respect to the Purchased Assets.
  - (d) There are no costs, damages or other liabilities arising from or related to: (i) the presence, emission, migration, disposal, Release or threatened Release of any Hazardous Substances (including any investigation, assessment, remediation, monitoring or other work), whether on or off site, in order to prevent, address or mitigate liabilities that have been, are being or may reasonably be incurred; (ii) and no Purchased Assets have been used for the disposal of waste, Release or transportation of, any substance, material or waste in violation of any Environmental Laws, or that may reasonably adversely affect the use or value of the property or otherwise result in liability.
  - (e) There are no Environmental Permits that are required to own, lease and operate the Purchased Assets, and to conduct its business as it is now being conducted.
  - (f) Tartisan, Canadian Arrow or Legendary has, in each case, not received from any Person or Government Entity, and, other than with respect to environmental matters that are or have been subject to a closure plan, has no knowledge of any facts, conditions or circumstances that could reasonably be expected to result in, any notice, formal or informal, of any proceeding, application, order, demand, directive, claim or any other demand whatsoever, which relates to Environmental Laws or Environmental Liabilities, and which could reasonably be expected to

have a material adverse effect on it or any of the Purchased Assets or the assets or business of Legendary.

- (g) Tartisan and Canadian Arrow has made available to Vanicom all audits, assessments, investigation reports, inspection reports, studies, plans, material regulatory correspondence and material information and data, in each case with respect to environmental matters relating to the Purchased Assets that are in the possession of Tartisan. Without limiting the generality of the foregoing, Tartisan has made available to Vanicom all communications, whether oral or written, received from any Person or Government Entity, which relate to the Closure Plan or any other closure plan submitted to the ENDM since the date of the Closure Plan.
- (h) The Legendary Financial Assurance represents a complete list of all Financial Assurance that has been posted or provided by Legendary to a Governmental Entity as required by Environmental Laws in connection with the Purchased Assets.

25. **Aboriginal Matters.**

- (a) Each of Tartisan, Canadian Arrow and Legendary: (i) is not a party to any arrangement or understanding with First Nations, Métis, tribal or native authorities, communities or groups in relation to the environment or the development of communities in the vicinity of, or in connection with, the Purchased Assets; (ii) is not currently engaged or involved in any disputes, discussions or negotiations with First Nations, Métis, tribal or native authorities, communities or groups, or Governmental Entity; and (iii) has not received notice of any existing claim with respect to the Purchased Assets, either from First Nations, Métis, tribal or native authorities, communities or groups or any Governmental Entity, indicating that any part of the Purchased Assets infringes upon or has an adverse effect on aboriginal rights or interests.
- (b) No specific requirements related to cultural or archaeological sites or resource management zone or reserve or traditional lands of First Nations, Métis, tribal or native authorities, communities or groups located within the Property are currently having, or could reasonably be expected to have, any impact on the mining, development or exploration activities or plans of Tartisan or any of its Subsidiaries.

26. **Restrictions on Conduct of Business.** Tartisan is not a party to or bound by any non-competition agreement, any non-solicitation agreement, or any other agreement, obligation, judgment, injunction, order or decree which purports to limit in any material respect the manner or the localities in which all or any portion of the business or operations contemplated to be carried on in respect of the Purchased Assets may be conducted.

27. **Litigation.** There are no claims, actions, suits, arbitrations, inquiries, investigations or proceedings pending, or, to the knowledge of Tartisan threatened against or relating to Tartisan, Canadian Arrow or Legendary that might affect the Purchased Assets, the business or operations contemplated to be carried on in respect thereof or the liabilities, obligations or prospects related thereto by or before any Governmental Entity.

28. **Taxes.** Legendary has filed or caused to be filed, within the times and in the manner prescribed by Law, all federal, provincial, local and foreign tax returns and tax reports which are required to be filed by or with respect to Legendary. The information contained in such returns and reports is correct and complete and, to the best knowledge of each of Tartisan and Canadian Arrow, such returns and reports reflect accurately all liability for taxes of Legendary for the periods covered thereby. All federal, provincial, local and foreign income, profits, franchise, sales, use, occupancy, excise and other taxes and assessments (including interest and penalties) that are or may become payable by or due from Legendary have been fully paid or fully disclosed and fully provided for in the Books and Records and the Interim

Financial Statements. The federal income tax liability of Legendary has been assessed for all fiscal years to and including its fiscal year ended on December 31, 2017. There are no outstanding agreements or waivers extending the statutory period providing for an extension of time with respect to the assessment or re-assessment of tax or the filing of any tax return by, or any payment of any tax by Legendary, no notice of assessment or reassessment has been received and to the best knowledge of each of Tartisan and Canadian Arrow, no examination of any tax return of Legendary is currently in progress. There are no claims, actions, suits or proceedings (or, to the best knowledge of each of Tartisan and Canadian Arrow, any investigation) pending, or to the best knowledge of each of Tartisan and Canadian Arrow, threatened against Legendary relating to taxes and each of Tartisan and Canadian Arrow knows of no valid basis for any such claim, action, suit, proceeding, investigation or discussion. Legendary has withheld from each payment made by it the amount of all taxes and other deductions required to be withheld therefrom and has paid the same to the proper taxing or other authority within the time prescribed under any applicable Law.

29. **Disclosure.** The representations and warranties of Tartisan and Canadian Arrow contained in this Agreement and in any other document delivered under this Agreement are true and correct and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained in those representations and warranties not misleading to a prospective purchaser of the Purchased Assets.
30. **Residency.** Canadian Arrow is not a non-resident of Canada for the purposes of the *Tax Act*.

## SCHEDULE "B"

### REPRESENTATIONS AND WARRANTIES OF VANICOM

1. **Organization and Qualification.** Vanicom is a corporation incorporated, validly existing and in good standing under the Laws of Australia and has all requisite power and authority to own, lease and operate its assets and properties and conduct its business as now owned and conducted.
2. **Corporate Authorization.** Vanicom has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance by Vanicom of its obligations under this Agreement and the consummation of the Transaction, the delivery by Vanicom of the Cash Consideration and the other transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Vanicom and no other corporate proceedings on the part of Vanicom are necessary to authorize this Agreement or the consummation of the Transaction and the other transactions contemplated hereby.
3. **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by Vanicom, and constitutes a legal, valid and binding agreement of Vanicom enforceable against them in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
4. **Governmental Authorization.** The execution, delivery and performance by Vanicom of its obligations under this Agreement and the consummation of the Transaction and the other transactions contemplated hereby do not require any Authorization or other action by or in respect of, or filing with, or notification to, any Governmental Entity by Vanicom other than: (i) filings with the Securities Authorities and the ASX, if any; and (ii) any Authorizations which, if not obtained, or any other actions by or in respect of, or filings with, or notifications to, any Governmental Entity which, if not taken or made, would not, individually or in the aggregate, materially impede the ability of Vanicom to consummate the Transaction and the transactions contemplated hereby.
5. **Non-Contravention.** The execution, delivery and performance by Vanicom of their obligations under this Agreement and the consummation of the Transaction and the other transactions contemplated hereby do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):
  - (a) contravene, conflict with, or result in any violation or breach of the organizational documents of Vanicom; or
  - (b) assuming compliance with the matters referred to in Paragraph 4 of this Schedule "B", contravene, conflict with or result in a violation or breach of Law.



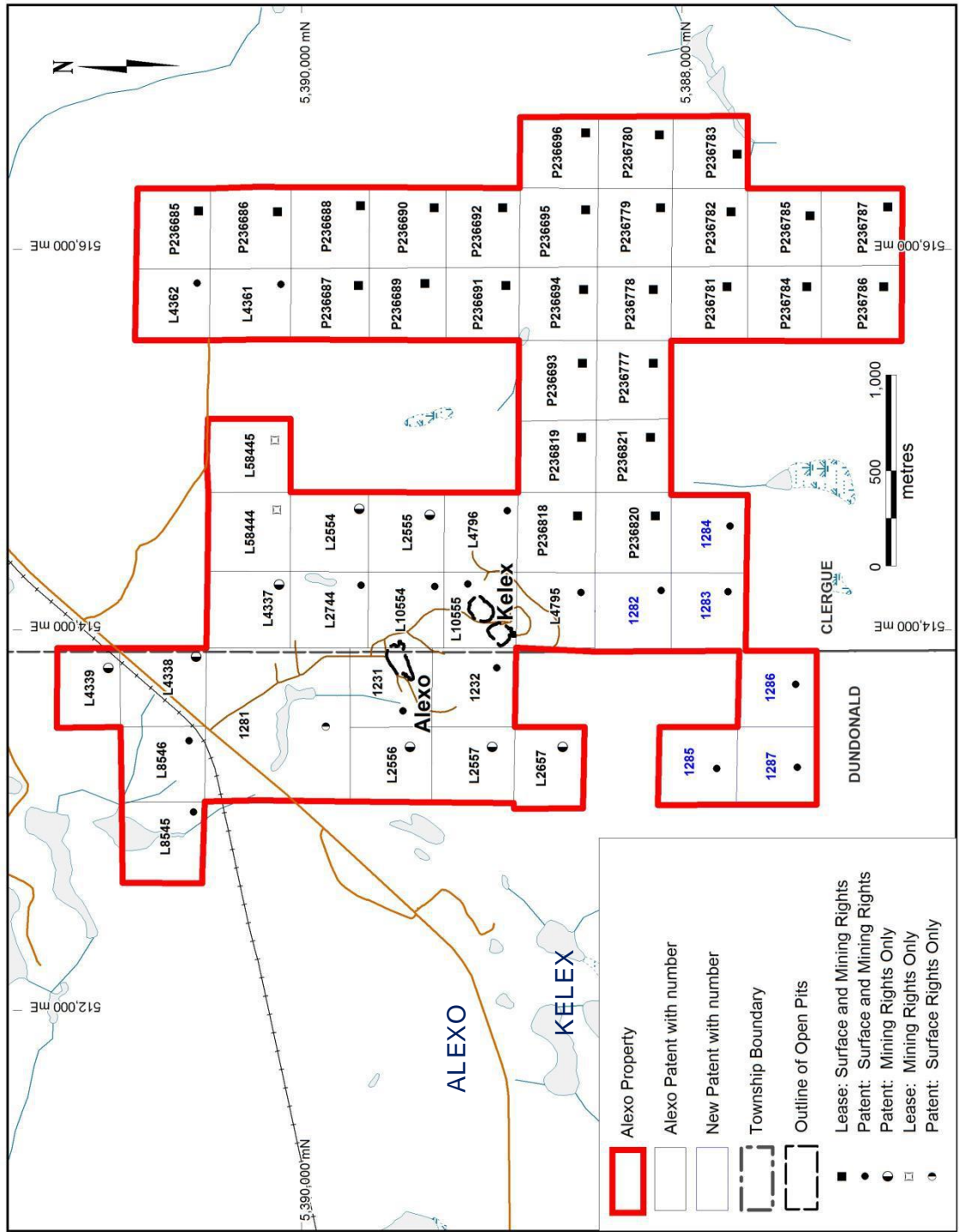
## SCHEDULE "C"

### PROPERTY

Claim	Township Area	ENDM Claim#	Lease No	Parcel No	Pin No	Recorded Holder	Type	Ha	Recording Date	Claim Due Date	Rights	Lot	Concession
L2744	Clergue	L2744		169 7SE C	65346- 0132 (LT)	Legendary Ore Mining Corp.	Patent	16 .5 92			Mining & Surface Rights	SW 1/4, N1/2, Lot 12	III
L4361	Clergue	L4361		204 2SE C	65346- 0128 (LT)	Legendary Ore Mining Corp.	Patent	16 .2 38			Mining & Surface Rights	NW 1/4, N1/2, Lot 10	III
L4362	Clergue	L4362		118 00S EC	65346- 0083 (LT)	Legendary Ore Mining Corp.	Patent	14 .2 65			Mining & Surface Rights	SW 1/4, S1/2, Lot 10	IV
L10554	Clergue	L10554		826 SEC	65346- 0134 (LT)	Legendary Ore Mining Corp.	Patent	16 .5 92			Mining & Surface Rights	NW 1/4, S1/2, Lot 12	III
L10555	Clergue	L10555		825 SEC	65346- 0136 (LT)	Legendary Ore Mining Corp.	Patent	16 .5 92			Mining & Surface Rights	SW 1/4, S1/2, Lot 12	III
L58444	Clergue	L58444	1054 25	387 SEC	65346- 0425 (LT)	Legendary Ore Mining Corp.	Lease	16 .5 92	1989- Nov- 01	2031 -Oct- 31	Mining Rights	NE 1/4, N1/2, Lot 12	III
L58445	Clergue	L58445	1054 24	388 SEC	65346- 0130 (LT)	Legendary Ore Mining Corp.	Lease	16 .2 38	1989- Nov- 01	2031 -Oct- 31	Mining Rights	NW 1/4, N1/2, Lot 11	III
L8545	Dundonald	L8545		418 2SE C	65347- 0051 (LT)	Legendary Ore Mining Corp.	Patent	16 .1 87			Mining & Surface Rights	SW 1/4, S1/2, Lot 1	IV
L8546	Dundonald	L8546		418 3SE C	65347- 0049 (LT)	Legendary Ore Mining Corp.	Patent	16 .1 87			Mining & Surface Rights	SE 1/4, S1/2, Lot 2	IV
1231 SEC	Dundonald	1231 SEC		123 1SE C	65347- 0075 (LT)	Legendary Ore Mining Corp.	Patent	16 .1 87			Mining & Surface Rights	NE 1/4, S1/2, Lot 1	III
1232 SEC	Dundonald	1232 SEC		123 2SE C	65347- 0076 (LT)	Legendary Ore Mining Corp.	Patent	16 .1 87			Mining & Surface Rights	SE 1/4, S1/2, Lot 1	III
1281	Dundonald	1281		128 1SE C	65347- 0055 (LT)	Legendary Ore Mining Corp.	Patent	63 .5 84			Surface Rights	N1/2, Lot 1	III
L4795	Clergue	L4795		235 6SE C	65346- 0138 (LT)	Legendary Ore Mining Corp.	Patent	16 .5 92			Mining & Surface Rights	NW 1/4, N1/2, Lot 12	II
L4796	Clergue	L4796		235 5SE C	65346- 0137 (LT)	Legendary Ore Mining Corp.	Patent	16 .5 42			Mining & Surface Rights	SE 1/4, S1/2, Lot 12	III
L2554	Clergue	L2554		160 29S EC	65346- 0454 (LT)	Legendary Ore Mining Corp.	Patent	16 .5 92			Mining Rights	SE 1/4, N1/2, Lot 12	III

L2555	Clergue	L2555		160 28S EC	65346-0453 (LT)	Legendary Ore Mining Corp.	Patent	16 .5 92			Mining Rights	NE 1/4, S1/2, Lot 12	III
L4337	Clergue	L4337		160 27S EC	65346-0452 (LT)	Legendary Ore Mining Corp.	Patent	16 .5 92			Mining Rights	NW 1/4, N1/2, Lot 12	III
L2556	Dundonald	L2556		160 22S EC	65347-0139 (LT)	Legendary Ore Mining Corp.	Patent	16 .1 87			Mining Rights	NW 1/4, S1/2, Lot 1	III
L2557	Dundonald	L2557		160 23S EC	65347-0140 (LT)	Legendary Ore Mining Corp.	Patent	16 .1 87			Mining Rights	SW 1/4, S1/2, Lot 1	III
L2657	Dundonald	L2657		160 26S EC	65347-0143 (LT)	Legendary Ore Mining Corp.	Patent	16 .1 87			Mining Rights	NW 1/4, N1/2, Lot 1	II
L4338	Dundonald	L4338		160 25S EC	65347-0142 (LT)	Legendary Ore Mining Corp.	Patent	16 .1 87			Mining Rights	SE 1/4, S1/2, Lot 1	IV
L4339	Dundonald	L4339		160 24S EC	65347-0141 (LT)	Legendary Ore Mining Corp.	Patent	16 .1 87			Mining Rights	NE 1/4, S1/2, Lot 1	IV
P2366 85	Clergue	P2366 85	10717 3	113 5	65346-0085 (LT)	Legendary Ore Mining Corp.	Lease	16 .2 38	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	SE 1/4, S1/2, Lot 10	IV
P2366 86	Clergue	P2366 86	10717 3	113 5	65346-0085 (LT)	Legendary Ore Mining Corp.	Lease	16 .2 38	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	NE 1/4, N1/2, Lot 10	III
P2366 87	Clergue	P2366 87	10717 3	113 5	65346-0085 (LT)	Legendary Ore Mining Corp.	Lease	16 .2 38	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	SW 1/4, N1/2, Lot 10	III
P2366 88	Clergue	P2366 88	10717 3	113 5	65346-0085 (LT)	Legendary Ore Mining Corp.	Lease	16 .2 38	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	SE 1/4, N1/2, Lot 10	III
P2366 89	Clergue	P2366 89	10717 3	113 5	65346-0085 (LT)	Legendary Ore Mining Corp.	Lease	16 .1 87	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	NW 1/4, S1/2, Lot 10	III
P2366 90	Clergue	P2366 90	10717 3	113 5	65346-0085 (LT)	Legendary Ore Mining Corp.	Lease	16 .1 87	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	NE 1/4, S1/2, Lot 10	III
P2366 91	Clergue	P2366 91	10717 3	113 5	65346-0085 (LT)	Legendary Ore Mining Corp.	Lease	16 .1 87	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	SW 1/4, S1/2, Lot 10	III
P2366 92	Clergue	P2366 92	10717 3	113 5	65346-0085 (LT)	Legendary Ore Mining Corp.	Lease	16 .1 87	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	SE 1/4, S1/2, Lot 10	III
P2366 93	Clergue	P2366 93	10717 3	113 5	65346-0085 (LT)	Legendary Ore Mining Corp.	Lease	16 .1 87	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	NE 1/4, N1/2, Lot 11	II
P2366 94	Clergue	P2366 94	10717 3	113 5	65346-0085 (LT)	Legendary Ore Mining Corp.	Lease	16 .1 87	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	NW 1/4, N1/2, Lot 10	II
P2366 95	Clergue	P2366 95	10717 3	113 5	65346-0085 (LT)	Legendary Ore Mining Corp.	Lease	16 .1 87	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	NE 1/4, N1/2, Lot 10	II
P2366 96	Clergue	P2366 96	10717 3	113 5	65346-0085 (LT)	Legendary Ore Mining Corp.	Lease	16 .0 86	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	NW 1/4, N1/2, Lot 9	II

P2367 77	Clergue	P2367 77	10717 3	113 5	65346- 0085 (LT)	Legendary Ore Mining Corp.	Leas e	16 .1 87	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	SE 1/4, N1/2, Lot 11	II
P2367 78	Clergue	P2367 78	10717 3	113 5	65346- 0085 (LT)	Legendary Ore Mining Corp.	Leas e	16 .1 87	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	SW 1/4, N1/2, Lot 10	II
P2367 79	Clergue	P2367 79	10717 3	113 5	65346- 0085 (LT)	Legendary Ore Mining Corp.	Leas e	16 .1 87	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	SE 1/4, N1/2, Lot 10	II
P2367 80	Clergue	P2367 80	10717 3	113 5	65346- 0085 (LT)	Legendary Ore Mining Corp.	Leas e	16 .0 86	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	SW 1/4, N1/2, Lot 9	II
P2367 81	Clergue	P2367 81	10717 3	113 5	65346- 0085 (LT)	Legendary Ore Mining Corp.	Leas e	16 .1 87	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	NW 1/4, S1/2, Lot 10	II
P2367 82	Clergue	P2367 82	10717 3	113 5	65346- 0085 (LT)	Legendary Ore Mining Corp.	Leas e	16 .1 87	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	NE 1/4, S1/2, Lot 10	II
P2367 83	Clergue	P2367 83	10717 3	113 5	65346- 0085 (LT)	Legendary Ore Mining Corp.	Leas e	16 .0 86	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	NW 1/4, S1/2 Lot 9	II
P2367 84	Clergue	P2367 84	10717 3	113 5	65346- 0085 (LT)	Legendary Ore Mining Corp.	Leas e	16 .1 87	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	SW 1/4, S1/2, Lot 10	II
P2367 85	Clergue	P2367 85	10717 3	113 5	65346- 0085 (LT)	Legendary Ore Mining Corp.	Leas e	16 .1 87	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	SE 1/4, S1/2, Lot 10	II
P2367 86	Clergue	P2367 86	10717 3	113 5	65346- 0085 (LT)	Legendary Ore Mining Corp.	Leas e	16 .0 86	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	NW 1/4, N1/2, Lot 10	I
P2367 87	Clergue	P2367 87	10717 3	113 5	65346- 0085 (LT)	Legendary Ore Mining Corp.	Leas e	16 .0 86	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	NE 1/4, N1/2, Lot 10	I
P2368 18	Clergue	P2368 18	10717 3	113 5	65346- 0085 (LT)	Legendary Ore Mining Corp.	Leas e	16 .5 42	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	NE 1/4, N1/2, Lot 12	II
P2368 19	Clergue	P2368 19	10717 3	113 5	65346- 0085 (LT)	Legendary Ore Mining Corp.	Leas e	16 .1 87	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	NW 1/4, N1/2, Lot 11	II
P2368 20	Clergue	P2368 20	10717 3	113 5	65346- 0085 (LT)	Legendary Ore Mining Corp.	Leas e	16 .5 42	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	SE 1/4, N1/2, Lot 12	II
P2368 21	Clergue	P2368 21	10717 3	113 5	65346- 0085 (LT)	Legendary Ore Mining Corp.	Leas e	16 .1 87	1998- May- 01	2019 -Apr- 30	Mining & Surface Rights	SW 1/4, N1/2, Lot 11	II
Pcl12 82	Clergue	L1239 0		128 2	65346- 0139	Canadian Arrow Mines Ltd.	Pate nt	16 .5 42			Mining & Surface Rights	SW1/4, N1/2 Lot 12	II
Pcl12 83	Clergue	P1238 6		128 3	65346- 0140	Canadian Arrow Mines Ltd.	Pate nt	16 .5 42			Mining & Surface Rights	NW1/4, S1/2 Lot 12	II



Pcl12 84	Clergue	P1238 4	128 4	65346- 0141	Canadian Arrow Mines Ltd.	Pate nt	16 .5 42			Mining & Surface Rights	NE1/4, S1/2 Lot 12	II
Pcl12 85	Dundonald		128 5	65347- 0097	Canadian Arrow Mines Ltd.	Pate nt	16 .1 87			Mining & Surface Rights	NW1/4, S1/2 Lot 1	II
Pcl12 86	Dundonald		128 6	65347- 0099	Canadian Arrow Mines Ltd.	Pate nt	16 .1 87			Mining & Surface Rights	SE1/4, S1/2 Lot 1	II
Pcl12 87	Dundonald		128 7	65347- 0100	Canadian Arrow Mines Ltd.	Pate nt	16 .1 87			Mining & Surface Rights	SW1/4, S1/2 Lot 1	II

## SCHEDULE "D"

### NET SMELTER ROYALTY AGREEMENT

**THIS AGREEMENT** made as of the 18<sup>th</sup> day of October 2018.

**BETWEEN:**

**Vanicom Resources Limited**, a corporation existing under the laws of Australia. (the  
"Grantor")

- and -

**Tartisan Nickel Corp**, a corporation existing under the laws of Ontario, Canada  
(the "Grantee")

**WHEREAS** the Grantee and Grantor have entered into an agreement in respect of the transfer of certain properties from Grantee to Grantor, and as partial consideration for such settlement the Grantor has agreed to grant the Grantee a royalty all on and subject to the terms and conditions hereinafter contained.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** for good and valuable consideration the receipt and sufficiency whereof being acknowledged by each of the parties hereto, the parties hereto do hereby covenant and agree as follows:

#### 1. DEFINITIONS

1.1 In this Agreement, including in the recitals hereto, the following terms shall have the following meanings:

- (a) "**Affiliate**" shall have the meaning set out in the *Securities Act* (Ontario);
- (b) "**Agreement**", "**this Agreement**", "**hereto**", "**hereof**", "**herein**", "**hereunder**", "**hereby**" and similar expressions refer, unless otherwise expressly stated, to this Agreement, including the recitals and any schedules or appendices hereto, as it may from time to time be supplemented or amended by one or more agreements entered into pursuant to the applicable provisions hereof, and not to any particular article, section, subsection, subparagraph or other subdivision hereof;
- (c) "**Gross Value**" shall mean the consideration actually received by the Grantor from the sale or other disposition of Minerals, provided that where the Grantor's sale or disposition is based upon a contract for the sale of Minerals that fixes a selling price for metals on other than a market price of the product on the date of delivery to the purchaser (less deductions normally negotiated as a part of such contracts), specifically including without limitation, forward sales, futures trading or commodity options trading and any other price hedging, price protection and speculative arrangements not involving physical delivery of Minerals produced from ores mined from the Property, Minerals shall be deemed to have been sold only at the time that refined metal attributable to such Minerals is physically delivered by the Grantor in satisfaction of such commitments. Gross Value of Minerals shall be based on the contained metal value of the Minerals actually delivered, calculated by dividing the sum of all such prices reported for

each respective metal on each day of the calendar month by the number of days for which such prices were reported for the month in which the sale occurred, as such prices are quoted on the London Metal Exchange (LME) p.m. fix. The Royalty payable to the Grantee shall be based upon such Gross Value, net of the deductions more fully set forth below. In the event of cessation or suspension of quotations for a period of more than five (5) consecutive days in a given month, the parties hereto shall agree on a reputable substitute quotation mechanism for each affected metal. If the Grantor terminates or “buys-back” any of such price protection arrangements without actual physical delivery of Minerals, the Grantee shall not share in any profits or losses therefrom;

- (d) “**Minerals**” shall mean raw ores, concentrates, precipitates, leach liquor, metals, ore and mineral materials of every kind and character and all other naturally-occurring products contained within the Property which are sold by the Grantor (including sand and gravel and other common non-metallic materials);
- (e) “**Net Returns**” shall mean the Gross Value received by the Grantor from the sale or other disposition of Minerals, less the following expenses incurred by the Grantor with respect to such Minerals after they leave the Property, as the case may be:
  - (i) actual charges for treatment in the smelting and refining process (including handling, assaying, processing, penalties, impurity charges, metal losses and other processor deductions);
  - (ii) actual sales and brokerage costs;
  - (iii) any sales, severance, gross production, privilege or similar taxes assessed by the provincial or federal government on or in connection with the sale or other disposition of Minerals but excluding any and all taxes based upon the net or gross income of the Grantor or other operator of the Property, the value of the Property or the privilege of doing business, and other taxes assessed on a similar basis; and
  - (iv) actual costs of transportation (including freight, insurance, security charges, transaction taxes, import and export duties, levies, imposts, handling, port, demurrage, delay, stowage and forwarding expenses incurred by reason of or in the course of such transportation) of such Minerals, to the mill, smelter or other point of sale.

The Grantor shall be permitted to sell concentrates in the form usually commercially marketable to an Affiliate of the Grantor provided that such sales shall be considered, solely for the purpose of computing Net Returns, to have been sold at prices and on terms no less favourable than those which would be extended to an unaffiliated third party in a bona fide arm’s length transaction under similar circumstances. Similarly, if the Grantor or an Affiliate of the Grantor incurs costs that are deductible or treats the Minerals in a smelter that the Grantor or the Affiliate of the Grantor owns or controls, the Grantor or the Affiliate of the Grantor may deduct treatment charges and costs, but only to the extent they are no more than the amount that the Grantor or the Affiliate of the Grantor would have charged an unaffiliated third party in a bona fide arm’s length transaction under similar circumstances;

- (f) “**Place of Delivery**” means the place directed by the Grantee in writing;
- (g) “**Produced**” shall mean the mining, saving, extraction from the soil or other creation of a marketable product containing Minerals from the Property;

- (h) “**Property**” shall mean the staked mining claims, leases and patents located in the Province of Ontario, as further described in Schedule “C” to the Property Purchase Agreement;
- (i) “**Property Purchase Agreement**” means the Property Purchase Agreement dated October 18, 2018 (and any amendments thereto) with respect to the transfer of the Property between the parties hereto and Canadian Arrow Mines Limited; and
- (j) “**Royalty**” means one half percent (0.5%) of Net Returns from the Property.

## 2. ROYALTY INTEREST

2.1 The Grantor does hereby grant the Royalty to the Grantee in perpetuity, subject to the terms and conditions of this Agreement. The Grantor and the Grantee expressly acknowledge and agree that the grant of the Royalty herein is effective as of the date of this Agreement, is intended to be binding upon the successors and assigns of the Grantor and all successors of the Grantor in title to the Property and, notwithstanding anything to the contrary contained herein, the Royalty interests described in this Agreement are intended to be treated as interests in real property for all purposes and, therefore, constitute an estate, right, title, interest or equity in registered land within the meaning of Section 71 of the *Land Titles Act*. The Royalty shall run with the Property, and shall be registered against title to the Property.

## 3. GRANTOR’S OPERATIONS

- (a) **Further Processing.** The Grantor may, but is not obligated to, beneficiate, mill, sort, concentrate, refine, smelt or otherwise process or upgrade the Minerals Produced from ores mined from the Property prior to sale, transfer, or conveyance to a purchaser, user or consumer other than the Grantor. The Grantor shall not be liable for mineral values lost in such processing except for losses resulting from the bad faith or gross negligence of the Grantor.
- (b) **Weighing and Sampling – Commingling.** All ores, materials or products containing Minerals shall be weighed or measured, sampled and analyzed in accordance with the Grantor’s standard mining and metallurgical practices. After such weights, measurements or samples are taken, at its discretion, the Grantor may mix or commingle such ores, materials or products with ores, materials or products from other properties or sources.
- (c) **Information to Grantee.** All payments of the Royalty hereunder shall be accompanied by a smelter settlement sheet or other evidence of sale indicating the weight of materials received, contained mineral values and a statement of the Grantor as to the deductions made. If no Royalty is due the Grantee for any pay period, the Grantor shall nonetheless provide the Grantee with a statement showing in reasonable detail the quantities of Minerals Produced from the Property.
- (d) **Mining Methods - No Implied Covenants.** The Grantor shall have the sole and exclusive right to determine the timing and the manner of any production from the Property and all related exploration, development, operational and mining activities. Nothing in this Agreement shall require the Grantor to explore, develop or mine or continue operations on the Property or to process ores from the Property. The Grantor shall not be responsible for nor be obliged to make any Royalty payments for values lost in any mining or processing of the Minerals conducted pursuant to customary mining practices. The Grantor shall not be required to mine or to preserve or protect the Minerals which under customary mining practices cannot be mined or shipped at a reasonable profit at the time mined,

- (e) **Retention of Inventory.** The Grantor may, but is not obligated to, retain ore or treated ore products containing Minerals as inventory for any length of time and for any reason. At the Grantee's reasonable request, the Grantor shall deliver to the Grantee a monthly statement of such inventory, but the Grantee shall have no right to any Royalty payments until the Grantor actually delivers and sells the Minerals. Raw Minerals stockpiles are not subject to the Royalty until treated and the products are delivered and sold.

#### 4. ROYALTY TRANSFER

4.1 The Grantor shall be entitled to assign, sell, transfer, lease, mortgage, charge or otherwise encumber or dispose of the Property or the Minerals in situ, or any parts thereof, or the proceeds thereof, and its rights and obligations under this Agreement, provided the following conditions are satisfied, and upon such conditions being satisfied in respect of any such assignment, sale or transfer only the Grantor shall be released from its obligations under this Agreement corresponding to its proportionate interest in the Property so sold or transferred:

- (a) any purchaser, transferee, lessee or assignee of the Property or this Agreement agrees in writing in favour of the Grantee to be bound by the terms of this Agreement including, without limitation, this Section 4;
- (b) any purchaser, transferee or assignee of this Agreement has simultaneously acquired the Grantor's right, title and interest in and to the Property or the Minerals in situ, or part thereof; and
- (c) any mortgagee, chargee, lessee, assignee or encumbrancer of the Property or this Agreement agrees in advance in writing in favour of the Grantee to be bound by and subject to the terms of this Agreement in the event it takes possession of or forecloses on all or part of the Property and undertakes to obtain an agreement in writing in favour of the Grantee from any subsequent purchaser, lessee, assignee or transferee of such mortgagee, charge holder, lessee or encumbrancer that such subsequent purchaser, lessee, assignee or transferee will be bound by the terms of this Agreement including, without limitation, this Section 4.

4.2 Any assignment, transfer, conveyance, mortgage, pledge or charge or lease or purported assignment, transfer, conveyance, mortgage, pledge or charge or lease of any interest in the Property by the Grantor, or in, to or arising under this Agreement by the Grantor or the Grantee, which does not comply with the terms of this Agreement shall be null and void and of no force or effect whatsoever. Notwithstanding any other provision in this Agreement, including the provisions of Section 4 of this Agreement, the Grantor shall remain liable for all covenants, agreements, obligations, representations and warranties of the Grantor contained in this Agreement, despite any assignment, transfer, conveyance, mortgage, pledge, charge or lease of any interest in the Property by the Grantor, or in, to or arising under this Agreement, to any Affiliate of the Grantor.

#### 5. PAYMENT OF ROYALTY

- (a) **Frequency of Payment of Royalty.** The Royalty shall be due and payable within thirty (30) days after the end of each calendar quarter in which the Gross Value accrues. The Grantee shall not have the right to take its Royalty "in kind".
- (b) **Method of Making Payments.** All Royalty payments required to be made hereunder shall be mailed or delivered to the Place of Delivery.
- (c) **Records; Inspection.** All books and records used by the Grantor to calculate the Royalty shall be kept in accordance with generally accepted accounting principles or international financial



reporting standards. The Grantee may, upon reasonable notice to the Grantor, inspect such books and records used to calculate the Royalty. No inspections taken hereunder shall be in derogation of the Grantee's right to make objections as described in Section 5(d).

- (d) **Objections.** All Royalty payments shall be considered final and in full satisfaction of all obligations of the Grantor with respect thereto, unless the Grantee gives the Grantor written notice describing and setting forth a specific objection to the calculation thereof within one hundred eighty (180) days after receipt by the Grantee of the quarterly statement provided for herein. If an audit of production records is timely requested by the Grantee, then for up to a period of ninety (90) days following receipt of the Grantee's objection, such audit shall be performed of the Grantor's records and accounts relating to the Royalty calculation by an independent certified public accountant acceptable to the Grantor at reasonable times and upon reasonable notice to the Grantor. If such audit determines that there has been a deficiency or an excess in the payment made to the Grantee such deficiency or excess shall be resolved by adjusting the next quarterly Royalty payment due hereunder. The Grantee shall pay all costs of such audit unless a deficiency in the payment made to the Grantee is greater than ten percent (10%) of the Royalty determined to exist, in which event the Grantor shall pay such costs. Failure on the part of the Grantee to make claim on the Grantor for adjustment in the one hundred eighty (180) day period referenced above shall conclusively establish the correctness of the statement and preclude the filing of exceptions thereto or the making of any claim for adjustment thereon for the calendar quarter in question.
- (e) **Application to Reprocessed and Other Materials.** If the Grantor reprocesses any mill tailings or any residues from the Property, the Royalty shall be payable only upon any Minerals recovered therefrom. The Grantee shall not be entitled to any royalties on ores or minerals produced from other properties which are otherwise processed at the Property by the Grantor.

## 6. NOTICES

6.1 All notices required or permitted to be given hereunder shall be given in writing and shall be sent by the parties by registered or certified mail, or by express delivery service to the address set forth below or to such other address as either party may later designate by like notice to the other, with a copy sent simultaneously to the email address below:

- (a) to Grantor at:

**Vanicom Resources Limited**  
Level 11 London House 216 St. George's Terrace  
Perth, Western Australia 6000

Attention: Benjamin Cooper  
Email: [bcooper@vanicom.com](mailto:bcooper@vanicom.com)

- (b) to Grantee at:

**Tartisan Nickel Corp.**  
44 Victoria Street, Suite 1060  
Toronto, Ontario M5C 1Y2

Attention: Mark Appleby, President & CEO  
Email: [mark@tartisanickel.com](mailto:mark@tartisanickel.com)

with a copy to:

**Robert M. Isles**

44 Victoria Street, Suite 1060

Toronto, Ontario, Canada M5C 1Y2

Email: [risles@isleslaw.com](mailto:risles@isleslaw.com)

Any such communication given by personal delivery shall be deemed to have been given on the day of actual delivery thereof.

## 7. INTERPRETATION

- (a) **Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (b) **Performance.** The failure of the Grantee or the Grantor to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit the Grantee's or the Grantor's right thereafter to enforce any provision or exercise any right hereunder. A waiver of any provision of this Agreement shall not be effective unless in writing and signed by the party against whom it is to be enforced.
- (c) **Invalidity of Provisions.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto 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 transactions contemplated hereby are fulfilled to the extent possible.
- (d) **Enurement.** This Agreement shall be binding on and shall enure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and permitted assigns of the Grantee and the Grantor.
- (e) **Currency.** Unless explicitly indicated otherwise, all dollar amounts or "\$" referred to in this Agreement are in lawful currency of Canada.

## 8. GENERAL

- (a) **Modifications in Writing.** No modification or amendment of this Agreement shall be valid unless made in writing and duly executed by the Grantee and the Grantor.
- (b) **Recording.** This Agreement may be recorded by the Grantee or the Grantor to give record notice of this Agreement.
- (c) **No Prior Agreements.** This Agreement and the Option Agreement contains the entire understanding of the Grantee and the Grantor and supersedes all prior agreements and understandings between the Grantee and the Grantor relating to the subject matter hereof.

- (d) **Counterparts.** This Agreement may be executed in several counterparts by original or electronic signature, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same document.

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

**VANICOM RESOURCES LIMITED**

Signed : "*Benjamin Cooper*"

By: \_\_\_\_\_

Name: Benjamin Cooper

Title: Executive Director

**TARTISAN NICKEL CORP.**

Signed : "*D. Mark Appleby*"

By: \_\_\_\_\_

Name: D. Mark Appleby

Title: President & CEO, Director