

## VOTING AGREEMENT

**THIS AGREEMENT** is made as of the 23rd day of October, 2024.

**BETWEEN:**

[•]

(the "**Company Securityholder**")

- and -

**ALLIED CRITICAL METALS CORP.**,

a company existing under the laws of the Province of British Columbia

(the "**Buyer**")

**WHEREAS Deeprocks Minerals Inc.**, a corporation incorporated under the laws of British Columbia (the "**Company**") and the Buyer have entered into an arrangement agreement (the "**Arrangement Agreement**") concurrently with the entering into of this Agreement and propose to consummate an arrangement as set forth in the plan of arrangement attached to the Arrangement Agreement (the "**Arrangement**");

**AND WHEREAS** the Company Securityholder owns, beneficially or of record, directly or indirectly or exercises control or direction over, certain (i) Common shares ("**Company Shares**") in the capital of the Company; (ii) options to acquire Company Shares ("**Company Options**"); and/or (iii) warrants to acquire Company Shares ("**Company Warrants**");

**AND WHEREAS** this Agreement sets out the terms and conditions, among other things, under which the Company Securityholder has agreed to vote or cause to be voted all of his, her or its Subject Securities (defined below) in respect of the Arrangement and other matters related thereto;

**AND WHEREAS** the Company Securityholder acknowledges that the Buyer would not have entered into the Arrangement Agreement but for the execution and delivery of this Agreement by the Company Securityholder;

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

### ARTICLE I INTERPRETATION

#### Section 1.01 Definitions

All terms used in this Agreement that are not defined herein shall have the respective meanings ascribed to them in the Arrangement Agreement.

For the purposes of this Agreement:

"**Company Securityholder**" means the party identified as such in the preamble;

"**Subject Options**" means all Company Options which the Company Securityholder owns, beneficially or of record, directly or indirectly or exercises control or direction over, particulars of which are set forth on Schedule A to this Agreement;

"**Subject Securities**" means, collectively, the Subject Shares, Subject Options and Subject Warrants;

"**Subject Shares**" means all Company Shares which the Company Securityholder owns, beneficially or of record, directly or indirectly or exercises control or direction over, particulars of which are set forth on Schedule A to this Agreement; and

"**Subject Warrants**" means all Company Warrants which the Company Securityholder owns, beneficially or of record, directly or indirectly or exercises control or direction over, particulars of which are set forth on Schedule A to this Agreement.

## ARTICLE II COVENANTS

### Section 2.01 General Covenants of the Company Securityholder

The Company Securityholder hereby covenants and agrees in favour of the Buyer that, from the date hereof until the earlier of (i) the Effective Date, and (ii) the termination of this Agreement in accordance with its terms, except as permitted by this Agreement:

- (a) at any meeting of securityholders of the Company called to vote upon the Arrangement, the Arrangement Agreement or the transactions contemplated by the Arrangement Agreement or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) with respect to the Arrangement, the Arrangement Agreement or the transactions contemplated by the Arrangement Agreement is sought (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Company Securityholder forms part), the Company Securityholder shall cause all Subject Securities eligible to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all such Subject Securities:
  - (i) in favour of (A) the approval of the Arrangement and any other matter necessary for the consummation of the Arrangement or the transactions contemplated by the Arrangement Agreement and (B) any other matter necessary for the consummation of the Arrangement or any other transaction contemplated by the Arrangement Agreement; and
  - (ii) against (i) any Company Acquisition Proposal and (ii) any action, proposal, transaction or agreement that could reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company Securityholder under this Agreement or (B) prevent, impede or materially delay the completion of the Arrangement (the "**Prohibited Matters**").
- (b) the Company Securityholder shall forthwith revoke any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement;
- (c) the Company Securityholder agrees not to directly or indirectly (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a "**Transfer**"), or enter into any agreement, option or other arrangement with respect to the Transfer of, any of its Subject Securities to any person, other than pursuant to the Arrangement Agreement, or (ii) grant any proxies or power of attorney, deposit any of its Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Subject Securities, other than pursuant to this Agreement; provided that, notwithstanding clause (i) above, the Company Securityholder may (x) exercise Company Options to acquire additional Company Shares, and (y) subject to Section 5.08

of this Agreement, transfer Subject Securities to a corporation, family trust, RRSP or other entity directly or indirectly owned or controlled by the Company Securityholder or under common control with or controlling the Company Securityholder provided that (A) such transfer shall not relieve or release the Company Securityholder of or from its obligations under this Agreement, including, without limitation, the obligation of the Company Securityholder to vote or cause to be voted all Subject Securities at the Company Meeting in favour of the Arrangement Resolution (and any other resolution put forward at the Company Meeting that is required for the consummation of the transactions contemplated by the Arrangement Agreement), (B) prompt written notice of such transfer is provided to the Buyer, (C) the transferee continues to be a corporation or other entity directly or indirectly controlling the Company Securityholder, or owned or controlled by the Company Securityholder, at all times prior to the Company Meeting; and (D) the transferee agrees to be bound by the terms of this Agreement as if it were a party hereto;

- (d) the Company Securityholder shall (i) not exercise any rights of appraisal or rights of dissent, as applicable, from the Arrangement or the transactions contemplated by the Arrangement Agreement and (ii) not commence or participate in, and shall, and hereby agrees to, take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against the Company or the Buyer or any of their subsidiaries (or any of their respective successors) relating to the negotiation, execution and delivery of the Arrangement Agreement or the consummation of the Arrangement; provided that nothing shall prohibit the Company Securityholder from commencing, participating in, or refraining from opting out of any such action described in this clause (ii) which involves criminal activity, fraud, bad faith or wilful misconduct;
- (e) the Company Securityholder shall (i) immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussions or negotiations commenced prior to the date of this Agreement with any Person (other than the Buyer) by or on behalf of the Company Securityholder with respect to any Company Acquisition Proposal or potential Company Acquisition Proposal, whether or not initiated by the Company Securityholder; and (ii) not knowingly or intentionally solicit, initiate or encourage inquiries, submissions, proposals or offers from any other person relating to, or participate in any negotiations regarding, or furnish to any other Person any information with respect to, or otherwise cooperate in any way with or assist or participate in or facilitate or encourage any effort or attempt with respect to: (A) any Company Acquisition Proposal; or (B) except as provided by the terms of this Agreement, the direct or indirect acquisition or disposition of all or any of the Subject Securities; provided that, notwithstanding the foregoing, prior to obtaining the approval by the holders of Company Shares eligible to vote in respect of the Arrangement Resolution, the Company receives a written Company Acquisition Proposal that was not, directly or indirectly, solicited, initiated, knowingly encouraged or otherwise facilitated in violation of Article 7 of the Arrangement Agreement, the Company Securityholder may engage in or participate in discussions or negotiations with such Person regarding such Company Acquisition Proposal provided that (i) the Board is permitted by Article 7 of the Arrangement Agreement to engage in such discussions or negotiations, and (ii) such Company Acquisition Proposal did not result from a breach by the Company Securityholder of the provisions of this Agreement;
- (f) the Company Securityholder hereby agrees to deposit a proxy or voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Securities eligible to vote on any matter as soon as practicable following the mailing of the Company Circular and in any event at least 10 days prior to the Company Meeting. Such proxy or voting instruction form shall appoint as proxyholder(s), the individual(s) designated by the Company in the Company Circular, and vote all such Subject Securities as required by Section 2.01(a). The Company Securityholder hereby agrees that neither it nor any person on its behalf will take any action to withdraw, amend

or invalidate any proxy or voting instruction form deposited by the Company Securityholder pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Company Securityholder might have, unless this Agreement has at such time been previously terminated;

- (g) the Company Securityholder shall not take any other action of any kind, directly or indirectly, which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of the transactions contemplated by the Arrangement Agreement;
- (h) the Company Securityholder shall, as a holder of Subject Securities, cooperate with the Company and the Buyer to successfully complete the Arrangement and this Agreement and to oppose any of the Prohibited Activities;
- (i) promptly notify the Buyer upon any of the Company Securityholder's representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect, and for the purposes of this provision, each representation and warranty shall be deemed to be given at and as of all times during such period (irrespective of any language which suggests that it is only being given as at the date hereof); and
- (j) if the Company Securityholder acquires any additional Company Shares, Company Options or Company Warrants or any other securities of the Company, the Company Securityholder covenants to notify the Buyer of each such acquisition and agrees and acknowledges that such additional securities shall be deemed to be Subject Shares, Subject Options or Subject Warrants, as applicable, for purposes of this Agreement.

## **Section 2.02 Co-operation/Alternative Transaction**

If the Buyer and Company conclude after the date of this Agreement that it is necessary or desirable to proceed with a form of transaction other than pursuant to the Arrangement Agreement (including, without limitation, a take-over bid or tender or exchange offer) whereby the Buyer and/or its affiliates would effectively acquire all the Subject Shares on economic terms and other terms and conditions having consequences to the Company Securityholder that are substantially equivalent to or better than those contemplated by the Arrangement Agreement (any such transaction is referred to as an "**Alternative Transaction**"), the Company Securityholder agrees to, as applicable, support the completion of the Alternative Transaction in the same manner as this Agreement provides with respect to the Arrangement, including, in the case of a take-over bid and/or tender or exchange offer, by causing all of the Company Securityholder's Subject Shares to be validly tendered in acceptance of such take-over bid and/or tender or exchange offer together with the letter of transmittal and, if applicable, notice of guaranteed delivery, and any other documents required in accordance with such take-over bid and/or tender or exchange offer, and will not withdraw the Company Securityholder's Subject Shares from such take-over bid and/or tender or exchange offer except as expressly otherwise provided in this Agreement.

## **Section 2.03 Covenants of the Buyer**

The Buyer agrees to comply with its obligations under the Arrangement Agreement. The Buyer hereby agrees and confirms to the Company Securityholder that it shall take all steps required of it to consummate the Arrangement and cause the consideration to be made available to pay for the Subject Securities, in each case in accordance with and subject to the terms and conditions of the Arrangement Agreement and the Plan of Arrangement. The Buyer shall not, without the prior written consent of the Company Securityholder: (a) change the amount or form of consideration per Subject Share payable pursuant to the Arrangement (other than to increase the amount of consideration or add an additional form of consideration); or (b) otherwise vary the Arrangement Agreement or the Arrangement in a manner that is material and adverse to holders of Subject Shares.

### ARTICLE III REPRESENTATIONS AND WARRANTIES

#### Section 3.01 Representations and Warranties of the Company Securityholder

The Company Securityholder hereby represents and warrants to and covenants with the Buyer as follows, and acknowledges that the Buyer is relying upon such representations, warranties and covenants in entering into this Agreement and the Arrangement Agreement:

- (a) **Incorporation; Capacity; Authorization.** Where the Company Securityholder is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder. Where the Company Securityholder is an individual, he or she has the power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform his or her obligations hereunder.
- (b) **Enforceable.** This Agreement has been duly executed and delivered by the Company Securityholder and constitutes a legal, valid and binding obligation, enforceable against the Company Securityholder in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (c) **Ownership of Subject Securities.** Schedule A accurately sets forth all of the Subject Securities which the Company Securityholder owns, beneficially or of record, directly or indirectly or exercises control or direction over the Company Securities. The Company Securityholder is, and subject to any Transfer permitted by Section 2.01(c)(y) will be at all times up to the Effective Time, the registered and/or beneficial owner of the Subject Securities, with good and marketable title thereto, free and clear of any and all mortgages, charges, pledges, encumbrances, hypothecs, security interests, prior claims, restrictions, covenants, possessory interests, rights of first refusal, preferences, pre-emptive rights, priorities, options or liens (statutory or otherwise) and other similar encumbrances of any kind.
- (d) **No Breach.** Neither the execution and delivery of this Agreement by the Company Securityholder, the consummation by the Company Securityholder of the transactions contemplated hereby nor the compliance by the Company Securityholder with any of the provisions hereof will:
  - (i) result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) (or give rise to any third party right of termination, cancellation, material modification, acceleration, purchase or right of first refusal) under any provision of the certificate of incorporation, articles, by-laws, resolutions or minutes of the board of directors of the Company Securityholder, resolution or minutes adopted by the shareholders of the Company Securityholder or any other constating document of the Company Securityholder, if the Company Securityholder is a corporation, or under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, contract, license, agreement, lease, permit or other instrument or obligation to which the Company Securityholder is a party or by which the Company Securityholder or any of its properties or assets (including the Subject Securities) may be bound;
  - (ii) require on the part of the Company Securityholder any filing with (other than pursuant to the requirements of applicable securities legislation (which filings the Company Securityholder will undertake)) or permit, consent, approval, order or authorization of any Governmental Entity or any other person; or

- (iii) subject to compliance with any approval or Laws contemplated by the Arrangement Agreement, violate or conflict with any judgement, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the Company Securityholder or any of its properties or assets,  
  
in each case other than as would not be reasonably expected to have a materially adverse effect on the Company Securityholder's ability to perform its obligations hereunder.
- (e) **No Proceedings.** To the knowledge of the Company Securityholder, there is no private or governmental action, suit, proceeding, claim, arbitration or investigation, pending before any Governmental Entity, or threatened against the Company Securityholder or any of its properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Company Securityholder's ability to consummate the transactions contemplated by this Agreement. To the knowledge of the Company Securityholder, there is no order of any Governmental Entity against the Company Securityholder that could prevent, enjoin, alter or materially delay any of the transactions contemplated by this Agreement, or that could reasonably be expected to have an adverse effect on the Company Securityholder's ability to consummate the transactions contemplated by this Agreement.
- (f) **Voting.** The Company Securityholder has the sole and exclusive right to enter into this Agreement and to vote the Subject Securities as contemplated by this Agreement. None of the Subject Securities is subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind. Except pursuant to this Agreement, no individual, firm or entity has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, requiring the Company Securityholder to Transfer any Subject Securities or any interest therein.
- (g) **Consents.** No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other person is required to be obtained by the Company Securityholder in connection with the execution, delivery or performance of this Agreement.

### **Section 3.02 Representations and Warranties of the Buyer**

The Buyer hereby represents and warrants and covenants to the Company Securityholder, acknowledging that the Company Securityholder is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) **Incorporation; Capacity; Authorization.** The Buyer a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) **Enforceable.** This Agreement has been duly executed and delivered by the Buyer and constitutes a legal, valid and binding obligation, enforceable against the Buyer in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (c) **No Breach.** Except as provided in the Arrangement Agreement, neither the execution and delivery of this Agreement by the Buyer, the consummation by the Buyer of the transactions contemplated hereby or by the Arrangement Agreement nor the compliance by the Buyer with any of the provisions hereof will:

- (i) result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) (or give rise to any third party right of termination, cancellation, material modification, acceleration, purchase or right of first refusal) under any provision of the certificate of incorporation, articles, by-laws, resolutions or minutes of the board of directors of the Buyer, resolution or minutes adopted by the shareholders of the Buyer or any other constating document of the Buyer, if the Buyer is a corporation, or under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, contract, license, agreement, lease, permit or other instrument or obligation to which the Buyer is a party or by which the Buyer or any of its properties or assets (including the Subject Securities) may be bound;
  - (ii) require on the part of the Buyer any filing with (other than pursuant to the requirements of applicable securities legislation (which filings the Buyer will undertake)) or permit, consent, approval, order or authorization of any Governmental Entity or any other person; or
  - (iii) subject to compliance with any approval or Laws contemplated by the Arrangement Agreement, violate or conflict with any judgement, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the Buyer or any of its properties or assets,  
  
in each case other than as would not be reasonably expected to have a materially adverse effect on the Buyer's ability to perform its obligations hereunder.
- (d) **No Proceedings.** To the knowledge of the Buyer, there is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Entity, or threatened against the Buyer or any of its properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Buyer's ability to consummate the transactions contemplated by this Agreement or the Arrangement Agreement. To the knowledge of the Buyer, there is no order of any Governmental Entity against the Buyer that could prevent, enjoin, alter or materially delay any of the transactions contemplated by this Agreement, or that could reasonably be expected to have an adverse effect on the Buyer's ability to consummate the transactions contemplated by this Agreement or the Arrangement Agreement.
- (e) **Consents.** Other than as set out in the Arrangement Agreement, no consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Parent or the Buyer in connection with the execution, delivery or performance of this Agreement.

## ARTICLE IV TERMINATION

### Section 4.01 Automatic Termination

This Agreement will automatically terminate and be of no further force or effect upon the earliest to occur of:

- (a) completion of the Arrangement; or
- (b) termination of the Arrangement Agreement in accordance with its terms; or
- (c) the Company and the Buyer amending the Arrangement Agreement in a manner described in clauses (a) or (b) of Section 2.03 without the prior written consent of the Company Securityholder.

#### **Section 4.02 Termination by the Parties**

This Agreement may be terminated at any time:

- (a) by mutual consent of the Buyer and the Company Securityholder;
- (b) by the Buyer if: (i) any of the representations and warranties of the Company Securityholder in this Agreement shall not be true and correct in all material respects; or (ii) the Company Securityholder shall not have complied with its covenants to the Buyer contained in this Agreement in all material respects;
- (c) by the Company Securityholder if: (i) any of the representations and warranties of the Buyer in this Agreement shall not be true and correct in all material respects; (ii) the Buyer shall not have complied with its covenants to the Company Securityholder contained in this Agreement in all material respects; or (iii) there is any decrease in the amount of the consideration payable for the outstanding Subject Shares as set out in the Arrangement Agreement; or
- (d) automatically upon:
  - (i) the Arrangement Agreement being terminated in accordance with its terms; or
  - (ii) the occurrence of the Effective Time.

#### **Section 4.03 Effect of Termination**

If this Agreement is terminated in accordance with this Article 4 (i) the provisions of this Agreement will become void and the Company Securityholder shall be entitled to withdraw any form of proxy or power of attorney which it may have given with respect of the Subject Securities or, if applicable, to withdraw any deposited Subject Securities to any take-over bid and (ii) no party shall have liability to any other party, except in respect of any breach of this Agreement which occurred prior to such termination or in respect of any intentional or wilful breach by it of this Agreement.

### **ARTICLE V GENERAL**

#### **Section 5.01 Capacity and Fiduciary Obligations**

The Buyer agrees and acknowledges that the Company Securityholder is bound hereunder solely in his or her capacity as a securityholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Company Securityholder or, if applicable, any of its directors, officers or principal shareholder, in his or her capacity as a director or officer of the Company or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any party from properly fulfilling his or her fiduciary duties as a director or officer of the Company or any of its subsidiaries and nothing in this Agreement shall prevent a Company Securityholder who is a member of the board of directors or an officer of the Company from engaging, in such Company Securityholder's capacity as a director or officer of the Company or any of its subsidiaries, in discussion or negotiations with a person in response to any bona fide Company Acquisition Proposal or Company Superior Proposal in accordance with the terms of the Arrangement Agreement.

#### **Section 5.02 Disclosure**

Each of the Company Securityholder and the Buyer hereby consents to the disclosure of the substance of this Agreement, and any discussions leading up to the execution hereof, in any press release, documents filed with the court in connection with the Arrangement or transactions contemplated by the Arrangement Agreement or any filing pursuant to applicable Securities Laws, including the Company Circular.



Except as set forth above or as required by applicable Laws or by any Governmental Entity, including in accordance with the requirements of any stock exchange, no party shall make any public announcement or statement with respect to this Agreement without the approval of the other, which shall not be unreasonably withheld or delayed.

### **Section 5.03 Time**

Time shall be of the essence in this Agreement.

### **Section 5.04 Governing Law**

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflict of laws rules or principles. The Company Securityholder and the Buyer irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising under and in relation to this Agreement and waive, to the fullest extent possible, the defense of an inconvenient forum or any similar defense to the maintenance of proceedings in such courts.

### **Section 5.05 Entire Agreement**

This Agreement, including the schedules hereto and the provisions of the Arrangement Agreement incorporated herein by reference constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

### **Section 5.06 Amendments**

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

### **Section 5.07 Severability**

If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, all other conditions and provisions of this Agreement shall nevertheless 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 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 a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### **Section 5.08 Assignment**

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other party hereto, except that: (i) except that the Buyer may assign all or any portion of its rights and obligations under this Agreement to any of its direct or indirect wholly-owned Subsidiaries, in which event all references herein to the Buyer shall be deemed references to such Subsidiary, except that all representations and warranties made herein with respect to the Buyer as of the date of this Agreement shall be deemed representations and warranties made with respect to such Subsidiary as of the date of such assignment; provided that if such assignment and/or assumption takes place, the Buyer shall continue to be liable, jointly and severally, with such Subsidiary, for all of its obligations hereunder; and (ii) the Company Securityholder may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement in order to give effect to a transfer contemplated by Section 2.01(c)(y) of this Agreement.

**Section 5.09 Notices**

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by overnight courier or e-mail, in the case of:

- (a) the Buyer, addressed as follows:

Allied Critical Metals Corp.  
181 Bay Street, Suite 1800  
Toronto, Ontario M5J 2T9  
Attention: Roy Bonnell, CEO  
Email: royb@alliedcritical.com

with a copy, which shall not constitute notice, to:

Aird & Berlis LLP  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, Ontario M5J 2T9  
Attention: Jeff Merk  
Email: jmerk@airdberlis.com

- (b) the Company Securityholder, addressed as follows:

[•]  
[•]  
[•]  
[•]  
Attention: [•]  
E-mail: [•]

or to such other address as the relevant party may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery thereof if delivered before 4 p.m. on a Business Day at the place and time of receipt and, otherwise, on the next following Business Day.

**Section 5.10 Equitable Relief**

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

**Section 5.11 Expenses**

Each of the parties shall pay its out of pocket and other expenses incurred in connection with the preparation, execution and delivery of this Agreement and transactions contemplated hereby.

**Section 5.12 Independent Legal Advice**

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

**Section 5.13 No Third Party Beneficiaries**

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

**Section 5.14 Counterparts**

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) 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 facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

**Section 5.15 Further Assurances**

Each of the Company Securityholder and the Buyer will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require and at the requesting party's cost to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

*Remainder of page intentionally left blank.*

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

**ALLIED CRITICAL METALS CORP.**

By:

\_\_\_\_\_  
Name: Roy Bonnell

Title: Chief Executive Officer and Director

\_\_\_\_\_  
(Print Name of Company Securityholder)

\_\_\_\_\_  
(Signature of Company Securityholder or  
Authorized Signatory)

**SCHEDULE A**  
**Subject Securities**

**1. Subject Shares:**

<b>Name of Beneficial Owner</b>	<b>Total Number of Company Shares Beneficially Owned or Controlled</b>	<b>Registered holder (if different from beneficial owner)</b>
[•]	[•]	[•]

**2. Subject Options:**

<b>Name of Beneficial Owner</b>	<b>Total Number of Company Options Beneficially Owned or Controlled</b>	<b>Registered holder (if different from beneficial owner)</b>
[•]	[•]	[•]

**3. Subject Warrants:**

<b>Name of Beneficial Owner</b>	<b>Total Number of Company Warrants Beneficially Owned or Controlled</b>	<b>Registered holder (if different from beneficial owner)</b>
[•]	[•]	[•]