

NET SMELTER RETURNS ROYALTY AGREEMENT

Between

GLORIOUS CREATION LIMITED

and

STALLION URANIUM CORP.

Dated March 8th, 2024

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SCHEDULE A PROPERTIES

SCHEDULE B MAP OF PROPERTIES

NET SMELTER RETURNS ROYALTY AGREEMENT

THIS NET SMELTER RETURNS ROYALTY AGREEMENT is made as of the _8th_ day of ___March_____, 2024 (the “**Royalty Agreement**”).

BETWEEN

GLORIOUS CREATION LIMITED, a body corporate formed pursuant to the laws of British Columbia, having an office in the City of Vancouver, in the Province of British Columbia

(the “**Royalty Payor**”)

AND

STALLION URANIUM CORP., a body corporate formed pursuant to the laws of the Province of British Columbia, having an office in the City of Vancouver, in the Province of British Columbia

(the “**Royalty Holder**” and, together with the Royalty Payor, the “**Parties**”)

WHEREAS:

- A. the Royalty Payor and the Royalty Holder have entered into a purchase and sale agreement dated _____, 2024 (the “**Purchase and Sale Agreement**”), pursuant to which the Royalty Holder agreed to sell, transfer and assign to the Royalty Payor and the Royalty Payor agreed to purchase and acquire from the Royalty Holder, all of the Royalty Holder’s legal and beneficial right, title and interest in and to certain mineral claims as set out in Schedule A attached thereto; and
- B. the Royalty Holder and the Royalty Payor wish to enter into this Royalty Agreement in satisfaction of the conditions precedent in s. 4.2(d) and s. 4.3(e) of the Purchase and Sale Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

In this Royalty Agreement, unless otherwise provided:

- (a) “**Affiliate**” means any Person that directly or indirectly controls, is controlled by, or is under common control with, a Party. For purposes of the preceding sentence, “control” means possession, directly or indirectly, of the power to direct or cause

direction of management and policies through ownership of voting securities, contract, voting trust or otherwise;

(b) “**Allowable Deductions**” means all costs, charges and expenses paid, incurred, or deemed incurred by the Royalty Payor with respect to Products, including:

- (i) charges for treatment in the smelting, refining, solution extraction, electrowinning and other beneficiation processes (including handling, provisional settlement fees, weighing, sampling, assaying, umpire and representation costs, penalties, and other processor deductions), but excluding costs of mining and milling or concentrating;
- (ii) actual costs of transportation (including loading, freight, insurance, security, surveyor fee, transaction taxes, handling, port fees, demurrage, delay, and forwarding expenses incurred by reason of or in the course of transportation) of Products from the Properties to the place of treatment and then to the place of sale;
- (iii) costs or charges of any nature for or in connection with insurance, storage, or representation at a smelter or refinery for Products or refined metals;
- (iv) actual selling and brokerage costs for all Products on which the Net Smelter Returns Royalty is based and for which the Royalty Payor has actually received proceeds, or an allowance for reasonable sales and brokerage costs for all Products on which the Net Smelter Returns Royalty is based and for which the Royalty Payor is deemed to have received proceeds; and
- (v) sales, use, severance, excise, net proceeds of mine, and ad valorem taxes, and any taxes on or measured by mineral production, but not including income taxes of the Royalty Holder or the Royalty Payor;

provided that whether Products are processed on or off the Properties in a facility wholly or partially owned by the Royalty Payor, Allowable Deductions will not include any costs that are in excess of those that would be incurred on an arm’s length basis at market terms, or which would not be Allowable Deductions if those Products were processed by an independent third Person;

(c) “**Applicable Law**” or “**Applicable Laws**” means all applicable federal, provincial, territorial, state, national, departmental, regional, municipal and local laws (statutory or common), rules, ordinances (including zoning and mineral removal ordinances), regulations, grants, concessions, franchises, licences, orders, directives, judgments, decrees, administrative acts and other governmental restrictions, including permits and other similar requirements, whether legislative, municipal, administrative or judicial in nature applicable to the Parties or in connection with the Properties (including environmental laws and any applicable securities laws or regulations, and any applicable rules of any stock exchange, imposing disclosure requirements);

- (d) **“Business Day”** means any day other than a Saturday, Sunday or a day that is a statutory holiday in the place where an action is to be performed or a Notice is to be received;
- (e) **“Buy-Back Right”** has the meaning set out in Section 2.1(2);
- (f) **“Claim”** means any claim, demand, action, cause of action, damage, loss, cost, liability or expense, including reasonable legal fees and all reasonable Costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;
- (g) **“Claimant”** has the meaning set out in Section 8.1;
- (h) **“Confidential Information”** has the meaning set out in Section 9.2;
- (i) **“Costs”** means any and all damages, including economic losses, costs, expenses, liabilities and obligations of whatsoever kind, direct or indirect, including fines, penalties, interest, lawyers’ fees and disbursements, expenses and taxes thereon;
- (j) **“Governmental Authority”** means any foreign, domestic, national, federal, provincial, departmental, territorial, district, state, regional, municipal or local government or authority, quasi government authority, fiscal or judicial body, government or self-regulatory organization, commission, board, tribunal, organization, or any legislative, regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing;
- (k) **“Gross Proceeds”** means, subject to the provisions of Section 5.7, proceeds received by the Royalty Payor for the Sale of Products from the Properties, whether processed on or off of the Properties, determined as follows:
 - (i) if uranium oxide is to be produced from Products, uranium oxide shall be deemed to have been sold at the Monthly Average Uranium Price for such month and the Gross Proceeds shall be determined by multiplying Uranium Production during the calendar month by the Monthly Average Uranium Price for such month;
 - (ii) if raw ore mined from the Properties or doré or concentrates produced from Products are to be sold to an independent third party in an arm’s length transaction, then the Gross Proceeds shall be equal to the amount of the proceeds actually received by the Royalty Payor during the calendar month from the sale of such raw ore, doré, or concentrates;
 - (iii) if raw ore mined from the Properties or doré, concentrates or intermediate products produced from Products are to be sold in other than an arm’s length sale to an independent third party, then the Gross Proceeds shall be equal to the fair market value of such raw ore, doré or concentrates;

- (iv) for all other Minerals the Royalty Payor sells from the Properties, Gross Proceeds means the value of all consideration, monetary or otherwise, received by, or owing to, the Royalty Payor from the sale or other disposition of Minerals; and
- (v) if there is a Loss of Products, then the Gross Proceeds will be equal to the sum of the insurance proceeds in respect of such Loss and any Gross Proceeds from the Sale of such Products, determined under Section 1.1(k)(iv);
- (l) “**Loss**” means an insurable loss of or damage to Products, whether or not occurring on or off the Properties and whether the Products are in the possession of the Royalty Payor or otherwise;
- (m) “**Minerals**” means all marketable naturally occurring metallic minerals or mineral bearing material in whatever form or state, including, without limitation, any precious metal, any base metal or diamonds mined, extracted, removed, produced or otherwise recovered from the Properties (but, for greater certainty, not including any rock, sand, gravel or aggregate), whether in the form of ore, doré, concentrates, refined metals or any other beneficiated or derivative products thereof and including any such metallic minerals or mineral bearing materials or products derived from any processing or reprocessing of any tailings or other waste products originally derived from the Properties;
- (n) “**Monthly Average Uranium Price**” means the average “*UxU3O8 Price*” as quoted in U.S. dollars in the Ux Weekly calculated by dividing the sum of all such prices reported for the month by the number of days for which such prices were reported;
- (o) “**Net Smelter Returns**” means Gross Proceeds less Allowable Deductions;
- (p) “**Net Smelter Returns Royalty**” means the percentage of Net Smelter Returns to which the Royalty Holder is entitled pursuant to this Royalty Agreement, being 3%, subject to the Buy-Back Right;
- (q) “**Notice**” has the meaning set out in Section 9.4(a);
- (r) “**Notice of Dispute**” has the meaning set out in Section 8.1;
- (s) “**Party**” or “**Parties**” means one or more of the parties to this Royalty Agreement;
- (t) “**Person**” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or other form of enterprise, or any government or any agency or political subdivision thereof;
- (u) “**Products**” means all ores, doré, concentrates, metals, Minerals and Mineral by-products that are produced or extracted by or on behalf of the Royalty Payor from the Properties;

- (v) **“Properties”** means the interests in the mineral titles listed in Schedule A to this Royalty Agreement and as depicted in Schedule B and any other mineral titles to which such Schedule A mineral titles may be converted;
- (w) **“Quarter”** means the calendar quarter in which an obligation of the Royalty Payor to pay a Royalty Payment accrued;
- (x) **“Quarterly Report”** has the meaning set out in Section 5.3;
- (y) **“Records”** has the meaning set out in Section 5.4(a);
- (z) **“Release”** has the meaning set out in Section 9.2;
- (aa) **“Respondent”** has the meaning set out in Section 8.1;
- (bb) **“Royalty Agreement”** has the meaning set out in the preamble;
- (cc) **“Royalty Holder”** has the meaning set out in the preamble to this Royalty Agreement;
- (dd) **“Royalty Holder Parties”** has the meaning set out in Section 7.1;
- (ee) **“Royalty Payments”** has the meaning set out in Section 2.1;
- (ff) **“Royalty Payor”** has the meaning set out in the preamble to this Royalty Agreement;
- (gg) **“Royalty Payor Parties”** has the meaning set out in Section 4.1;
- (hh) **“Rules”** has the meaning set out in Section 8.3;
- (ii) **“Sale”** means the transfer of title to Products by or on behalf of the Royalty Payor, or any Affiliate of the Royalty Payor to a Person, whether or not an Affiliate of the Royalty Payor, and is deemed to include a deemed transfer of title to Products transported off the Properties that the Royalty Payor elects to have credited to or held for its account by a smelter, refiner or broker, and is also deemed to include any Loss prior to any transfer or deemed transfer of title to Products; but a deemed sale will arise only as the result of a voluntary election on the part of the Royalty Payor and will not arise in circumstances in which a delay in transfer of title or in payment to the Royalty Payor is caused by the acts or omissions of an unrelated Person;
- (jj) **“Tax Withholding”** has the meaning set out in Section 5.1(b);
- (kk) **“Third Party”** means a Person that is not a Party, an Affiliate of a Party, or an employee, officer or director of a Party or of an Affiliate of a Party;
- (ll) **“Trading Activities”** has the meaning set out in Section 5.8;

- (mm) “**UNCITRAL**” means the United Nations Commission on International Trade Law; and
- (nn) “**Uranium Production**” means the quantity of uranium oxide during a calendar month to the Royalty Payor’s pool account by a refinery in respect of Products, on either a provisional or final settlement basis.

Section 1.2 Schedules

Schedule A and Schedule B, which are attached to this Royalty Agreement, are by reference incorporated into and form part of this Royalty Agreement:

Section 1.3 Governing Law

This Royalty Agreement will in all respects be governed by and be construed in accordance with the laws in force in the Province of British Columbia, Canada without regard for conflicts of laws or choice of laws principles that would permit or require the application of the laws of any other jurisdiction and, subject to Article 8, will be under the exclusive jurisdiction of the courts of the Province of British Columbia, Canada.

Section 1.4 Severability

If any one or more of the provisions contained in this Royalty Agreement is held to be invalid, illegal or unenforceable in any respect under the laws of any jurisdiction, the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby under the laws of any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

Section 1.5 Calculation of Time

If any time period set forth in this Royalty Agreement ends on a day of the week which is not a Business Day, then notwithstanding any other provision of this Royalty Agreement, such period will be extended until the end of the next following day which is a Business Day.

Section 1.6 Headings

The headings to the articles and sections of this Royalty Agreement are inserted for convenience only and will not affect the construction hereof.

Section 1.7 Other Matters of Interpretation

In this Royalty Agreement:

- (a) the singular includes the plural and vice versa;
- (b) the masculine includes the feminine and vice versa;
- (c) references to “article”, “section” and “subsection” are to articles, sections and subsections of this Royalty Agreement, respectively;

- (d) all provisions requiring a Party to do or refrain from doing something will be interpreted as the covenant of that Party with respect to that matter notwithstanding the absence of the words “covenants” or “agrees” or “promises”;
- (e) all provisions requiring a Party to do something will be interpreted as including the covenant of that Party to cause that thing to be done when the Party cannot directly perform the covenant but can indirectly cause that covenant to be performed, whether by an Affiliate under its control or otherwise;
- (f) the word “person” includes an individual, partnership, firm, corporation, company, body politic, or government or department thereof; and
- (g) the words “hereto”, “herein”, “hereby”, “hereunder”, “hereof” and similar expressions when used in this Royalty Agreement refer to the whole of this Royalty Agreement and not to any particular article, part, section, Schedule or portion thereof.

ARTICLE 2

ROYALTY DESCRIPTION

Section 2.1 Royalty Reserved and Buy-Back Right

- (1) The Royalty Holder has agreed to accept and the Royalty Payor has agreed to grant to the Royalty Holder the Net Smelter Returns Royalty in respect of the Properties equal to the aggregate of three percent (3%) of the Net Smelter Returns from the Sale of all Products (the “**Royalty Payments**”), on the terms and conditions specified in this Royalty Agreement.
- (2) The Royalty Payor may repurchase up to 1.5% of the Net Smelter Returns Royalty prior to commercial production from any portion of the Properties for an aggregate of \$2,250,000 in cash, on the following terms (the “**Buy-Back Right**”):
 - (a) \$500,000 in cash for 0.5% of the Net Smelter Returns Royalty;
 - (b) \$750,000 in cash for an additional 0.5% of the Net Smelter Returns Royalty; and
 - (c) \$1,000,000 in cash for a final 0.5% of the Net Smelter Returns Royalty.

Section 2.2 Interest in the Properties

The Parties intend that the Net Smelter Returns Royalty, to the extent permissible under Applicable Laws, constitutes an interest in the Properties and, accordingly agree that:

- (a) the Net Smelter Returns Royalty will run with the title to the Properties so that all transfers of the Properties or any interest therein will be subject to the Net Smelter Returns Royalty;
- (b) any sale or other disposition by the Royalty Payor of any interest in the Properties will be effective only in accordance with Section 4.1 hereof; and

- (c) the Royalty Payor will, upon request from the Royalty Holder, sign and deliver to the Royalty Holder, and the Royalty Holder may, to the extent permissible under Applicable Laws, register or otherwise record against titles to the Properties, the form of notice and any associated documents as the Royalty Holder may reasonably request for such purpose, and to protect the Royalty Holder's right to receive the Net Smelter Returns Royalty as contemplated herein. However, if it is not possible to register and record such form of notice and associated documents under Applicable Laws, the Parties confirm that the Royalty Payor will have no liability arising from its inability to make such registration.

ARTICLE 3

OPERATION OF THE PROPERTIES

Section 3.1 Operations

The Royalty Payor may, but will not be obligated to treat, mill, heap leach, sort, concentrate, refine, smelt, or otherwise process, beneficiate or upgrade the ores, concentrates, and other Products at sites located on or off the Properties, prior to a Sale. The Royalty Payor will not be liable for mineral values lost in processing under sound practices and procedures, and no Net Smelter Returns Royalty will be due on any such lost mineral values. The Royalty Payor will have complete discretion concerning the nature, timing and extent of all exploration, development, mining and other operations conducted on or for the benefit of the Properties and may suspend operations and production on the Properties at any time it considers prudent or appropriate to do so. The Royalty Payor will not owe the Royalty Holder any duty to explore, develop or mine the Properties, or to do so at any rate or in any manner other than that which the Royalty Payor may determine in its sole and unfettered discretion. The Royalty Payor may, but is not obligated to, retain ore or treated ore containing Minerals as inventory for any length of time and for any reason. The Royalty Payor will not have an obligation to sell any Minerals at any time.

Section 3.2 Sales to or Processing by Affiliates

The Royalty Payor will be permitted to sell Products in the form of raw ore, doré, or concentrates to its Affiliate, provided that such Sales will be on terms no less favorable to the Royalty Payor than those that would be extended by an unaffiliated third Person in an arm's length transaction under similar circumstances. The Royalty Payor will be permitted to contract with its Affiliates or an unaffiliated third Person for the smelting or other processing of Products, provided that such contract is on an arm's length basis at market terms.

Section 3.3 Commingling

Commingling of Products from the Properties with other ores, doré, concentrates, metals, Minerals or Mineral by-products produced elsewhere is permitted, provided that reasonable and customary procedures, in accordance with good Canadian mining industry practice, are established for the weighing, sampling, assaying and other measuring or testing necessary to fairly allocate valuable metals contained in such Products and in the other ores, doré, concentrates, metals, Minerals and Mineral by-products.

Section 3.4 Stockpiling

The Royalty Payor may stockpile Products at such place or places which are owned, leased or otherwise controlled by the Royalty Payor or its Affiliates provided that such Products are appropriately identified, insured and secured from loss, theft, tampering and contamination.

ARTICLE 4 TRANSFER

Section 4.1 Assignment by Royalty Payor

The Royalty Payor may transfer all or any portion of its interest in the Properties provided that such transfer will not be effective as against the Royalty Holder until the purchaser has delivered to the Royalty Holder and the Royalty Payor a deed of covenant agreeing to be bound, to the extent of the interests transferred, by all of the terms and conditions of this Royalty Agreement and which also provides that the purchaser of the Properties will assume all of the rights, obligations and liabilities of the Royalty Payor under this Royalty Agreement. Upon delivery of such deed of covenant by such purchaser, the Royalty Holder will be deemed to release, remise and forever discharge the Royalty Payor and its respective Affiliates, officers, directors, employees, agents, successors and assigns (the “**Royalty Payor Parties**”) from all proceedings obligations, liabilities, claims, demands, damages, losses, costs and expenses whatsoever in nature and kind wherever and howsoever arising, whether known or unknown, in law or in equity, which the Royalty Holder (or any other Person) has or thereafter can, will or may have against the Royalty Payor Parties in relation to this Royalty Agreement; provided that, such deemed release, remise and discharge of the Royalty Payor and Royalty Payor Parties by the Royalty Holder pursuant to this Section 4.1 will not be effective against any liabilities accrued under this Royalty Agreement prior to the date of such transfer.

Section 4.2 No Multiple Parties

In the event that more than one person or entity may in the future comprise the Royalty Holder, the Royalty Payor will not be or become liable to make payments in respect of the Net Smelter Returns Royalty to, or to otherwise deal in respect of this Royalty Agreement with, more than one Person. If the interest of the Royalty Holder hereunder is at any time owned by more than one Person, such Royalty Holders will, as a condition of receiving payment hereunder, nominate one Person to act as agent and common trustee for receipt of monies payable hereunder and to otherwise deal with the Royalty Payor in respect of such interest (including, without limitation, the giving of notice to take or cease taking in kind) and no Royalty Holder will be entitled to administer or enforce any provisions of this Royalty Agreement except through such agent and trustee. In such events, the Royalty Payor will, after receipt of notice respecting the nomination of such agent and trustee, thereafter make and be entitled to make payments due hereunder in respect of the Net Smelter Returns Royalty to such agent and trustee and to otherwise deal with such agent and trustee as if it were the sole holder of the Net Smelter Returns Royalty hereunder.

ARTICLE 5 PAYMENTS

Section 5.1 Payment Obligations

- (a) The obligation to pay Net Smelter Returns Royalty will accrue upon the first to occur of (i) the Sale of Products or (ii) the out-turn of refined metals by a refinery to the Royalty Payor's pool account in respect of Products. Where the Sale of Products or the out-turn of refined metals is made on a provisional basis, the amount of Net Smelter Returns Royalty payable will be based upon the amount of refined metal (or other Products) credited by such provisional settlement, but will be adjusted to account for the amount of refined metal (or other Products) established by final settlement by the refinery or by the purchaser of other Products, as the case may be. The payment of the Net Smelter Returns Royalty based on a deemed transfer of title to Products transported off the Properties that the Royalty Payor elects to have credited to or held for its account by a smelter, refiner or broker will be final (subject to Section 5.5) and will not be considered provisional.
- (b) If the Royalty Payor is required by Applicable Laws to deduct any tax, duty, levy, impost, tariff, fee, assessment, reassessment, withholding, due, deduction or other charge, whether disputed or not, by a Governmental Authority (a "**Tax Withholding**") from a Royalty Payment, the Tax Withholding is for the account of the Royalty Payor and the Royalty Payor will make to the Royalty Holder a gross-up or additional payment in connection with such Tax Withholding, such that the Royalty Holder will receive the same amount as it would have been entitled to receive in the absence of any such Tax Withholding.

Section 5.2 Payments

Each Royalty Payment will be due and payable quarterly on the last day of the month following the end of the Quarter and be accompanied by a Quarterly Report.

Section 5.3 Reporting

At the same time as paying each Royalty Payment under Section 5.2, the Royalty Payor will provide to the Recipient a report certified by an executive officer of the Royalty Payor setting out in reasonable detail the following information (a "**Quarterly Report**"):

- (a) the quantity, type and grade of Products extracted during that Quarter;
- (b) the quantity, type and grade of Products that have been processed during that Quarter and the location of the relevant facilities;
- (c) the quantity, type and grade of all Products that have been sold by the Royalty Payor during that Quarter;
- (d) the quantity and type of Product held or unsold during that Quarter;

- (e) the Royalty Payment for that Quarter and details of the Gross Proceeds (including details on the average monthly price determined as herein provided for refined metals and proceeds of Sale for other Products) and Allowable Deductions underlying the calculation of such Royalty Payment;
- (f) the proceeds of Sale for other Products on which Net Smelter Returns Royalty is due;
- (g) the cumulative total of Royalty Payments paid to the Royalty Holder under this Royalty Agreement; and
- (h) other pertinent information in sufficient detail to explain the calculation of the Royalty Payment.

Section 5.4 Records and Access

The Royalty Payor must:

- (a) keep true, accurate and complete accounts and records (collectively, the “**Records**”) to enable the Net Smelter Returns Royalty to be calculated in accordance with this Royalty Agreement;
- (b) upon reasonable Notice by the Royalty Holder to the Royalty Payor, permit the Royalty Holder, or its agents or representatives, to:
 - (i) inspect at the Royalty Payor's premises and at all reasonable times and with access to the Royalty Payor's relevant personnel, those Records referred to in Section 5.4(a) of this Royalty Agreement, and to make and take away with it copies of such Records; and
 - (ii) enter, at cost and risk of the Royalty Holder, the Properties for the purpose of inspecting the area and operations in it, provided that the Royalty Holder, its agents or representatives, do not unreasonably hinder the Royalty Payor's operations in the Properties and comply with the Royalty Payor's instructions and directions, including in relation to health and safety and site inductions; and
- (c) keep all Records in accordance with International Financial Reporting Standards, as adopted by the International Accounting Standards Board.

Section 5.5 Adjustments

Subject to Section 5.1(b), all Royalty Payments will be considered final and in full satisfaction of all obligations of the Royalty Payor with respect thereto, unless the Royalty Holder gives the Royalty Payor written notice describing and setting forth a specific objection to the determination thereof within one year after receipt by the Royalty Holder of the quarterly statement referred to in Section 5.2. If the Royalty Holder objects to a particular quarterly statement as herein provided:

- (a) The Royalty Holder will, for a period of thirty (30) days after the Royalty Payor receives notice of such objection, have the right, upon reasonable notice and at a reasonable time, to have the Royalty Payor's accounts and records relating to the calculation of the Net Smelter Returns Royalty in question audited by an independent chartered or certified public accountant knowledgeable in the mining industry selected by the Royalty Holder and who enters into a confidentiality undertaking substantially in the terms of Section 9.2.
- (b) If such audit determines that there has been a deficiency or an excess in the payment made to the Royalty Holder, such deficiency or excess will be resolved by adjusting the next quarterly Net Smelter Returns Royalty payment due hereunder. If production has ceased, settlement will be made between the Parties by cash payment.
- (c) The Royalty Holder will pay all costs of such audit unless a deficiency of five percent (5%) or more of the amount due to the Royalty Holder is determined to exist. The Royalty Payor will pay the costs of such audit if a deficiency of five percent (5%) or more of the amount due is determined to exist.

Failure on the part of the Royalty Holder to make claim on the Royalty Payor for adjustment in such one-year period will establish the correctness of the payment and preclude the filing of exceptions thereto or making of claims for adjustment thereon.

Section 5.6 Currency

All payments to be made under this Royalty Agreement will be made in United States dollars unless otherwise specified.

Section 5.7 Wire Transfer

Payments hereunder will be made without demand, notice, set-off, or reduction, by wire transfer in good, immediately available funds, to such account or accounts as the Royalty Holder may designate pursuant to wire instructions provided by the Royalty Holder to the Royalty Payor not less than three (3) Business Days prior to the date upon which such payment is to be made as described in Section 5.2.

Section 5.8 Trading Activities

The Royalty Payor will have the right to market and sell refined metals and other Products in any manner it may elect, and will have the right to engage in forward sales, futures trading or commodity options trading and other price hedging, price protection, and speculative arrangements (collectively, "**Trading Activities**") which may involve the possible physical delivery of Products. The Net Smelter Returns Royalty will not apply to, and the Royalty Holder will not participate in, any gain or loss of the Royalty Payor or its Affiliate in Trading Activities or in the actual marketing or Sales of Products delivered pursuant to Trading Activities. In determining the Net Smelter Returns Royalty payable on any Products delivered pursuant to Trading Activities, the Royalty Payor will not be entitled to deduct from Gross Proceeds any losses suffered by the Royalty Payor or its Affiliates in Trading Activities. In the event that the Royalty Payor engages in Trading

Activities, the Net Smelter Returns Royalty will be determined on the basis of the value of Products produced and without regard to the price or proceeds actually received by the Royalty Payor, as applicable, for or in connection with the Sale, or the manner in which a Sale to a third Person is made by the Royalty Payor, as applicable. In the event that the Royalty Payor engages in Trading Activities in respect of Products other than refined metals, the Gross Proceeds will be determined on the basis of the value of such Products' ex headframe or mine site loading facility in the case of ores or ex mill or other treatment facility in the case of other Products. The Parties agree that the Royalty Holder is not a participant in the Trading Activities of the Royalty Payor, and therefore the Net Smelter Returns Royalty will not be diminished or improved by losses or gains of the Royalty Payor in any such Trading Activities.

Section 5.9 Books and Records

All books and records used by the Royalty Payor to calculate the Net Smelter Returns Royalty due hereunder will be kept according to International Financial Reporting Standards consistently applied (with sufficient information to reconcile to Generally Accepted Accounting Principles).

ARTICLE 6 COVENANTS

Section 6.1 Abandonment

The Royalty Payor may, from time to time, abandon or surrender or allow to lapse or expire any part or parts of any mining licences or surface rights relating to or comprising part of the Properties, in its sole discretion, provided the Royalty Payor will not abandon or surrender, or allow to lapse or expire, any mining licences or surface rights comprising part or parts of the Properties for the purpose of permitting any third party to apply for a mining licence over the area of such mining licences or surface rights and avoid the Net Smelter Returns Royalty. In the event the Royalty Payor or any Affiliate or any successor or assign of the Royalty Payor surrenders, allows to lapse or otherwise terminates its interest in any portion or all the Properties and reacquires a direct or indirect interest in respect of the land covered by the former Properties, then the Net Smelter Returns Royalty will apply to such interest so acquired.

Section 6.2 Technical Report Cooperation

If requested by the Royalty Holder, the Royalty Payor will use commercially reasonable efforts to provide the Royalty Holder with the technical information necessary for the Royalty Holder to cause an independent third party technical consultant to prepare a current independent technical report for the Net Smelter Returns Royalty prepared in accordance with the requirements of National Instrument 43-101 *Standards of Disclosure for Mineral Projects* or other equivalent requirements of the relevant securities regulators.

ARTICLE 7 INDEMNITIES

Section 7.1 Indemnities

The Royalty Payor agrees that it will defend, indemnify, reimburse and hold harmless the Royalty Holder, its officers, directors, shareholders, employees and its successors and assigns (collectively the “**Royalty Holder Parties**”), and each of them, from and against any and all claims, demands, liabilities, actions and proceedings, which may be made or brought against the Royalty Holder Parties or which any of them may sustain, pay or incur that result from or relate to operations conducted on or in respect of the Properties that result from or relate to the mining, handling, transportation, smelting or refining of the Products.

Section 7.2 Limitation

The indemnity provided in Section 6.1 is limited to claims, demands, liabilities, actions and proceedings that may be made or taken against an indemnified party its capacity as or related to the Royalty Holder as a holder of the Net Smelter Returns Royalty and will not include any indemnity in respect of any claims, demands, liabilities, actions and proceedings against a Royalty Holder Party in any other capacity.

ARTICLE 8 ARBITRATION

Section 8.1 Notice of Dispute

The Parties will attempt to resolve amicably any disagreement or dispute between them arising under or related to this Royalty Agreement, by referral to successively higher level of the Parties’ respective management. If there is no resolution of the dispute by this means within thirty (30) days, then any such dispute will be submitted to arbitration by written demand of any Party. To demand arbitration, a Party (the “**Claimant**”) will give the other Party (the “**Respondent**”) a Notice specifying the issues in dispute, the amount involved, the remedy requested and the name of the arbitrator the Claimant appoints (such Notice, a “**Notice of Dispute**”). Within twenty (20) Business Days after receipt of the Notice of Dispute, the Respondent will answer the Notice of Dispute in writing, specifying the issues the Respondent disputes and the name of the arbitrator that the Respondent appoints.

Section 8.2 Arbitration Panel

The arbitration will be determined by a panel of three (3) arbitrators, comprised of one (1) arbitrator appointed by each of the Claimant and Respondent and a third arbitrator selected by the first two (2) arbitrators within ten (10) Business Days after appointment of the second arbitrator. The two arbitrators appointed by the respective Parties will be experienced and knowledgeable in the Canadian mining industry. No person will be appointed or selected as an arbitrator hereunder unless such person agrees in writing to serve. If the arbitrators appointed by the Parties hereto cannot agree on a third arbitrator, the third arbitrator will be appointed in accordance with the Rules (as defined below), and such selection will be final and binding on such Parties. The three arbitrators so chosen will constitute the arbitration panel.

Section 8.3 Conduct of Arbitration

Except as specifically provided in this Article 7, arbitration hereunder will be conducted in the English language in accordance with the UNCITRAL commercial arbitration rules (in this Article, the “**Rules**”). The seat of arbitration is Vancouver, British Columbia. The arbitrators will fix a time and place in Vancouver, British Columbia reasonably convenient for the Parties, after giving each Party not less than seven (7) Business Days’ Notice, for the purpose of hearing the evidence and representations of the Parties and they will preside over the arbitration and determine all questions of procedure not provided for under the Rules or this Section 8.3. After hearing any evidence and representations that the Parties may submit, the panel will make a decision and reduce the same to writing and deliver one copy thereof to each of the Parties. Decisions of the panel must be by majority vote. The arbitrators will endeavor to make a decision within forty-five (45) days after the appointment of the third arbitrator, subject to any reasonable delay due to unavoidable circumstances. Any decision by the arbitrators will follow and apply the laws applicable to this Royalty Agreement pursuant to Section 1.3. The expense of the arbitration, including travel costs, expert witness and attorney’s fees and costs will be paid as determined in the discretion of the panel, having due regard for the outcome of the arbitration and the relationship of the result to the positions taken by the Parties to the dispute. The decision of the panel will be final and binding upon each of the Parties to the dispute.

Section 8.4 Jurisdiction of Courts

Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Except where matters are expressed herein to be subject to arbitration, the provincial or federal courts sitting in British Columbia, Canada will have exclusive jurisdiction to hear and determine all matters relating to this Royalty Agreement, including enforcement of the obligation to arbitrate. The Parties hereby irrevocably consent, agree and submit to the jurisdiction of the provincial or federal courts sitting in British Columbia, Canada. Nothing in this Agreement will prevent either Party from applying to the provincial or federal courts sitting British Columbia, Canada for interlocutory, injunctive, provision or interim measures, including but not limited to any claim for preliminary injunctive relief.

ARTICLE 9 MISCELLANEOUS

Section 9.1 Other Activities and Interests

This Royalty Agreement and the rights and obligations of the Parties hereunder are strictly limited to the Properties. Each Party will have the free and unrestricted right to enter into, conduct and benefit from any and all business ventures of any kind whatsoever, whether or not competitive with the activities undertaken pursuant hereto, without disclosing such activities to the other Party or inviting or allowing the other to participate therein including activities involving mineral titles adjoining the Properties.

Section 9.2 Confidentiality

All information, data, reports, records, feasibility studies and test results relating to the Properties and the activities of the Royalty Payor or any other Party thereon and the terms and

conditions of this Royalty Agreement, all of which will hereinafter be referred to as “**Confidential Information**”, will be treated by the Royalty Holder as confidential and will not be disclosed to any Person not a Party to this Royalty Agreement, except in the following circumstances:

- (a) the Royalty Holder may disclose Confidential Information to its auditors, legal counsel, institutional lenders, brokers, underwriters and investment bankers, provided that such non-Party users are advised of the confidential nature of the Confidential Information, undertake to maintain the confidentiality thereof and are strictly limited in their use of the Confidential Information to those purposes necessary for such non-Party users to perform the services for which they were retained by the Royalty Holder;
- (b) the Royalty Holder may disclose Confidential Information, issue a press release or make or file any other statement containing Confidential Information (a “**Release**”) where that Release is necessary to comply with its disclosure obligations and requirements and/or those of its Affiliates under any Applicable Laws, including securities laws, rules or regulations or stock exchange listing agreements, policies or requirements or in relation to proposed credit arrangements, provided that (i) the proposed Release is limited to factual matters, (ii) the Royalty Holder has availed itself of the full benefits of any Applicable Laws or contractual rights as to disclosure on a confidential basis to which it may be entitled, (iii) the Royalty Holder has consulted with the Royalty Payor prior to issuing, making or filing any Release with or to a Person that is not a Party (including a government or exchange authority), and (iv) the Royalty Holder has provided the Royalty Payor with the text of the proposed Release and has provided the Royalty Payor with a reasonable opportunity (not less than three (3) Business Days) to comment on the Release and will incorporate the Royalty Payor’s reasonable changes to the Release before the Release is issued, made or filed. Notwithstanding the foregoing, when the Royalty Holder requests input or consent from the Royalty Payor pursuant to the provisions in Section 9.4 as to any Release and the Royalty Payor has not responded to such request within three (3) Business Days, then the Royalty Holder will be entitled to proceed with its Release as if it had received input or consent from the Royalty Payor;
- (c) the Royalty Holder may disclose Confidential Information where that disclosure is necessary to comply with its disclosure obligations and requirements under any securities laws, rules or regulations or stock exchange listing agreements, policies or requirements or in relation to proposed credit arrangements, provided that the proposed disclosure is limited to factual matters and that the Royalty Holder will have availed itself of the full benefits of any laws, rules, regulations or contractual rights as to disclosure on a confidential basis to which it may be entitled; or
- (d) with the approval of the Royalty Payor.

The Royalty Holder may disclose any Confidential Information that becomes part of the public domain by no act or omission in breach of this Section 9.2 or that the Royalty Holder receives from a third Person not under any duty of non-disclosure. The Royalty Holder and its Affiliates,

will be jointly and severally liable for any act or omission of the Royalty Holder, or any of its Affiliates, in breach of this Section 9.2.

Section 9.3 No Partnership

This Royalty Agreement is not intended to, and will not be deemed to, create any partnership relation between the Parties including, without limitation, a mining partnership or commercial partnership. The obligations and liabilities of the Parties will be several and not joint and neither Party will have or purport to have any authority to act for or to assume any obligations or responsibilities on behalf of the other Party. Nothing herein contained will be deemed to constitute a Party the partner, agent or legal representative of the other Party or to create any fiduciary relationship between the Parties.

Section 9.4 Notice

- (a) Any notice or writing required or permitted to be given under this Royalty Agreement or any communication otherwise made in respect of this Royalty Agreement (referred to in this Section as a “**Notice**”) will be sufficiently given if in writing and: (i) delivered personally, either to the individual designated below for such Party, or to an individual having apparent authority to accept deliveries on behalf of such individual at the address set out below for such Party; (ii) by registered mail to the address set out below for such Party; or (iii) transmitted by email, receipt acknowledged by the receiving Party within 72 hours of the applicable Notice being sent by email, to the applicable email addresses set out below for such Party.

- (b) In the case of a notice to the Royalty Payor, at:

Glorious Creation Limited
750 West Pender Street, Suite 401
Vancouver, BC
V6C 2T7
Attention: Nicholas Luksha
E-mail: nickluksha@hotmail.com

In the case of a Notice to the Royalty Holder, at:

Stallion Uranium Corp.
Suite 700-838 W. Hastings Street
Vancouver, British Columbia, V6C 0A6
Attention:
E-mail:

or at such other address as the Party (or Parties) to whom such Notice is to be given will have last notified the Party giving the same, in the manner provided in this Section.

- (c) Any Notice is effective:

- (i) if personally delivered as described above, on the day of personal service to the recipient Party;
- (ii) if by registered mail and (A) in Canada to a Canadian address, on the fourth Business Day following the day on which it is mailed, or (B) if in Canada to a non-Canadian address or not in Canada to any address, on the tenth Business Day, except that if at any time between the date of mailing and the fourth or tenth Business Day (as applicable) thereafter there is a general discontinuance or disruption of postal service, the Notice must be given by means other than registered mail; and
- (iii) if sent by email, then on the day on which the sender receives confirmation of receipt by return electronic email from the recipient (provided that the confirmation of receipt cannot be reasonably suspected of being an automatically generated response and must be received within 72 hours after transmission of the Notice) if that day is a Business Day and if the confirmation was received prior to 5:00 p.m. local time in the place of delivery or receipt, and otherwise, on the next Business Day.

Section 9.5 Further Assurances

Each Party will, at the request of another Party and at the requesting Party's expense, execute all such documents and take all such actions as may be reasonably required to effect the purposes and intent of this Royalty Agreement.

Section 9.6 Entire Agreement

This Royalty Agreement, including the Schedules hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof, all previous agreements and promises in respect thereto being hereby expressly rescinded and replaced hereby. No modification or alteration of this Royalty Agreement will be effective unless in writing executed subsequent to the date hereof by both Parties. No prior written or contemporaneous oral promises, representations or agreements are binding upon the Parties. There are no implied covenants contained herein, except the covenants of good faith and fair dealing that are sometimes implied in such agreements.

Section 9.7 No Waivers

No waiver of or with respect to any term or condition of this Royalty Agreement will be effective unless it is in writing and signed by the waiving Party, and then such waiver will be effective only in the specific instance and for the purpose of which given. No course of dealing among the Parties, nor any failure to exercise, nor any delay in exercising, any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any specific waiver of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 9.8 Time of the Essence

Time is of the essence in the performance of any and all of the obligations of the Parties, including, without limitation, the payment of monies.

Section 9.9 Counterparts

This Royalty Agreement may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts together will constitute one and the same instrument. Such counterparts may be delivered by regular post, courier or electronic mail.

Section 9.10 Parties in Interest

This Royalty Agreement will inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the Parties caused this Net Smelter Returns Royalty Agreement to be executed and delivered as of the date first set forth above.

GLORIOUS CREATIONS LIMITED

Per: "Nick Luksha"

Name: Nicholas Luksha
Title: CEO

STALLION URANIUM CORP.

Per: "Drew Zimmerman"

Name:  Drew Zimmerman
Title: CEO

**SCHEDULE A
PROPERTIES**

Tenure	Owner	NTS Sheet	Effective Date	Good Standing Date	Area (ha)
MC00014551	Stallion Uranium Corp. (100%)	074H05	2021-02-16	2025-05-17	5830.21
MC00014552	Stallion Uranium Corp. (100%)	074H05	2021-02-16	2025-05-17	1256.78
MC00014553	Stallion Uranium Corp. (100%)	074G08/74H05	2021-02-16	2025-05-17	343.71
Total Area					7430.70

SCHEDULE B
MAP OF PROPERTIES

SEE TECHNICAL REPORT