

MINERAL OPTION AGREEMENT – LITHIUM GRANDE 4 PROJECT

Dated effective July 4th, 2022,

BETWEEN

NORANDA ROYALTIES INC.

AND

EEE EXPLORATION CORP.

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MINERAL OPTION AGREEMENT – LITHIUM GRANDE 4 PROJECT

THIS AGREEMENT is dated effective July 4th, 2022,

BETWEEN:

NORANDA ROYALTIES INC., a corporation incorporated pursuant to the laws of Canada and having an office for mailing at 162 Place Lory, Rouyn-Noranda, QC, J9X 7E6 Email: norandaroyalties@gmail.com

(the “**Optionor**”)

AND:

EEE EXPLORATION CORP., a corporation incorporated pursuant to the laws of the Province of British Columbia and having an office for mailing at 1910-1030 West Georgia Street, Vancouver, BC, V6E 2Y3 Email: cooper@venture1first.com

(the “**Optionee**”)

WHEREAS:

- (A) The Optionor is the legal and beneficial owner of the Property;
- (B) The Optionor has agreed to grant an exclusive option to the Optionee to acquire a one hundred percent (100%) undivided interest in and to the Property, subject to a 2% NSR royalty, on the terms and conditions set forth herein.

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 by each of the Parties, the Parties covenant and agree as follows:

PART 1

DEFINITIONS AND INTERPRETATION

Definitions

1.1 For the purposes of this Agreement, except as otherwise expressly provided herein, the following words and phrases will have the following meanings:

- (a) “**Affiliate**” means with respect to a Party, any person, partnership, corporation, limited liability company, joint venture, association, joint-stock company, trust,

unincorporated organization or other form of enterprise that directly or indirectly controls, is controlled by, or is under common control with, a Party and, for such purposes, “**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, and includes a partnership or joint venture over which a Party exercises control;

- (b) “**Agreement**” means this Mineral Option Agreement and the Schedules hereto;
- (c) “**Business Day**” means any day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia;
- (d) “**Commencement of Commercial Production**” means:
 - (i) if a mill is located on the Property, the last day of a period of forty (40) consecutive days in which, for not less than thirty (30) days, the mill processed ore from the Property at not less than sixty percent (60%) of its rated concentrating capacity, and
 - (ii) if a mill is not located on the Property, the last day of a period of thirty (30) consecutive days during which ore has been shipped from the Property on a reasonably regular basis for the purpose of earning revenues,

but any period of time during which ore or concentrate is shipped from the Property for testing purposes, or during which mill operations are undertaken as initial tune-up, will not be taken into account in determining the date of Commencement of Commercial Production;

- (e) “**Effective Date**” means the date of this Agreement first written above;
- (f) “**Encumbrance**” means any mortgage, privilege, easement, charge, hypothecation, lien, pledge, security interest, adverse claim, assignment, option, claim or other title defect, or other encumbrance of any kind or nature whatsoever (including any agreement to give any of the foregoing), whether or not registered or registrable or whether consensual or arising by operation of law (statutory or otherwise);
- (g) “**Environmental Liability**” means any claim, demand, loss, liability, damage, cost or expense (including legal fees) suffered or incurred in respect of environmental cleanup and remediation obligations and liabilities arising directly or indirectly from operations or activities conducted in or on the Property;
- (h) “**Exchange**” means the Canadian Securities Exchange;
- (i) “**Expenditures**” mean all paid-up costs, expenses, obligations and liabilities of whatever kind or nature spent or incurred directly or indirectly by the Optionee pertaining to the Property, including, without limiting the generality of the foregoing, monies expended in connection with: (i) maintaining the Property in good standing and fulfilling any of the requirements of any title documents, permits or applicable

mining laws with respect to the Property, including the costs of any discussions or negotiations with governmental authorities in connection therewith, (ii) mobilization and de-mobilization of work crews, supplies, facilities and equipment to and from the Property, including all transportation, insurance, customs brokerage and import and export taxes, fees and charges and all other governmental levies in connection therewith, (iii) implementing and carrying out any program of surface or underground prospecting, exploring or mapping or of geological, geophysical or geochemical surveying, (iv) trenching or other surface or near surface sampling, reverse circulation, diamond or other drilling, (v) drifting, raising or other underground work, (vi) assaying and metallurgical testing, (vii) carrying out: (A) environmental studies and preparing environmental impact assessment reports, and (B) all required restoration and reclamation of the Property required as a result of activities thereon hereunder, (viii) preparing and making submissions to government agencies with respect to substitute or successor title to any of the Property and test and production permits, (ix) acquiring, constructing and transporting facilities, and (x) fees, wages, salaries, traveling expenses and reasonable fringe benefits (whether or not required by law) of all persons engaged in work with respect to and for the benefit of the Property and the food, lodging and other reasonable needs of such persons;

- (j) **“Governmental Authority”** means any foreign, domestic, national, federal, provincial, territorial, 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 regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing;
- (k) **“Liability”** means:
 - (i) any debt, obligation, liability, loss, expense, cost or damage of any kind and however arising, including penalties, fines and interest and including those which are prospective or contingent and those the amount of which is not ascertained or ascertainable; and
 - (ii) a demand, claim, action or proceeding however arising and whether present, unascertained, immediate, future or contingent;
- (l) **“Minerals”** means all ores and concentrates or metals derived from them, containing precious, base and industrial minerals (including gems and uranium) which are found in, on or under the Property and may lawfully be explored for, mined and sold under the Mineral Rights and other instruments of title under which the Property is held;
- (m) **“Mineral Rights”** means:
 - (i) prospecting licences, exploration licences, mining leases, mining licences, mineral concessions and claims and other forms of mineral tenure or other rights to Minerals, or to work upon lands for the purpose of searching for,

developing or extracting Minerals under any form of mineral title recognized under the laws applicable in the Province of Quebec, Canada, whether contractual, statutory or otherwise, or

- (ii) any interest in any of the foregoing;
- (n) “**NSR Royalty**” has the meaning given in Section 5.2;
- (o) “**Option**” means the exclusive right herein granted by the Optionor to the Optionee to permit the Optionee to acquire a one hundred percent (100%) undivided right, title and interest in the Property;
- (p) “**Option Period**” means the period from the date hereof to and including the date of exercise or termination of the Option;
- (q) “**Other Rights**” means any interest in real property, whether freehold, leasehold, license, right of way, easement, any other surface or other right in relation to real property, and any right, licence or permit in relation to the use or diversion of water, but excluding any Mineral Rights;
- (r) “**Party**” means either the Optionee or the Optionor, as the context dictates;
- (s) “**Parties**” means both the Optionee and the Optionor;
- (t) “**Property**” means the Mineral Rights, and Other Rights, if any, pertaining to the properties described in Schedule “A”, together with any present or future renewal, extension, modification, substitution, amalgamation or variation of any of those Mineral Rights or Other Rights (whether granting or conferring the same, similar or any greater rights and whether extending over the same or a greater or lesser domain), but excluding any Mineral Rights abandoned in accordance with Section 11.1;
- (u) “**Shares**” means Class A common shares in the capital of the Optionee;
- (v) “**the Optionee**” has the meaning given on page 1 hereof; and
- (w) “**the Optionee Disclosure Documents**” means all continuous disclosure documents filed by or on behalf of the Optionee on SEDAR pursuant to National Instrument 51-102 – *Continuous Disclosure Obligations*.

Interpretation

1.2 For the purposes of this Agreement, except as otherwise expressly provided herein:

- (a) the words “**herein**”, “**hereof**”, and “**hereunder**” and other words of similar import refer to this Agreement as a whole and not to any particular Part, Section or other subdivision or Schedule;

- (b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to a person (including a Party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or Governmental Authority;
- (d) reference to a body, other than a Party (including, without limitation, an institute, association or Governmental Authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (e) a reference to a Part means a Part of this Agreement and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this Agreement so designated;
- (f) a reference to any Party includes that Party's executors, administrators, substitutes (including, but not limited to, persons taking by novation), successors and permitted assigns;
- (g) a reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced except to the extent prohibited by this Agreement or that other agreement or document;
- (h) a reference to a party to a document includes the person's executors, administrators, substitutes (including, but not limited to, persons taking by novation), successors and permitted assigns;
- (i) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation, code, by-law, ordinance or statutory instrument issued under it;
- (j) a reference to writing includes a facsimile or electronic mail transmission and any means of reproducing words in a tangible and permanently visible form;
- (k) headings are for convenience only, do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;
- (l) the word "*including*" means "*including without limitation*" and "*include*" and "*includes*" will be construed similarly;

- (m) where the phrase “*to the knowledge of*” or similar expressions are used in this Agreement, it will be a requirement that the person in respect of whom the phrase is used must have made the enquiries that are reasonably necessary to enable that person to make the statement or disclosure;
- (n) a provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement;
- (o) a reference to currency means Canadian currency; and
- (p) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

Schedules

1.3 The following Schedule is attached to and incorporated in this Agreement:

- (a) Schedule “A” – Property Description.

PART 2

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE OPTIONOR

2.1 The Optionor hereby represents and warrants to the Optionee that:

- (a) the Property is properly and accurately described in Schedule “A”;
- (b) it is legally entitled to hold its one hundred percent (100%) interest in and to the Property and will remain so entitled until the interest of the Optionor in the Property which is subject to the Option has been duly transferred to the Optionee as contemplated hereby;
- (c) it is, and at the time of transfer to the Optionee of an interest in the Property pursuant to the exercise of the Option it will be, the beneficial owner of one hundred percent (100%) of the Property free and clear of all Encumbrances and claims of others, and no taxes or rentals are or will be due in respect of any of the Property;
- (d) the Mineral Rights have been duly and validly located and recorded pursuant to the laws of the Province of Quebec and are in good standing with respect to all filings, fees, taxes, assessments, work commitments or other conditions on the date hereof and until the dates set opposite the respective names thereof in Schedule “A”;
- (e) the Optionor has no notice, or knowledge of, any proposal to terminate or vary the terms of or rights attaching to, the Property from any Governmental Authority, or of any challenge to Optionor’s right, title or interest in the Property;

- (f) no toxic or hazardous substance or waste has been disposed of or is located on the Property as a result of activities of the Optionor or its predecessors in title or interest;
- (g) no toxic or hazardous substance or waste has been treated on or stored on the Property;
- (h) except as is expressly permitted by the Mineral Rights, no toxic or hazardous substance or waste is now stored on the Property;
- (i) there is no pending or ongoing claims or actions taken by or on behalf of any native or indigenous persons with respect to any lands included in the Property;
- (j) there are not any adverse claims or challenges against or to the ownership of or title to the Property, nor to the knowledge of the Optionor is there any basis therefor, and there are no outstanding agreements or options to acquire or to purchase the Property or any portion thereof, and except for the NSR Royalty, no person has any royalty or other interest whatsoever in production from any of the Mineral Rights;
- (k) no third party consent of any kind is required by the Optionor to enter into this Agreement and grant the Option contemplated hereby;
- (l) the Optionor is not aware of any facts relating to any of the Property which, if known to the Optionee, could reasonably be expected to cause the Optionee to decide not to enter into this Agreement or not to proceed to exercise the Option;
- (m) the Optionor is not a non-resident of Canada for the purposes of §116 of the *Income Tax Act* (Canada);
- (n) the Optionor has been duly incorporated, amalgamated or continued and validly exists as a corporation in good standing under the laws of its jurisdiction of incorporation, amalgamation or continuation;
- (o) the Optionor has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transactions herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any Encumbrance under the provisions of the articles or the constating documents of the Optionor or any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which the Optionor is a party or by which it is bound or to which it or the Property may be subject;
- (p) the Property is not the whole or substantially the whole of the undertaking of the Optionor; and
- (q) no proceedings are pending for, and the Optionor is unaware of any basis for the institution of any proceedings leading to, the dissolution or winding up of the Optionor or the placing of the Optionor in bankruptcy or subject to any other laws governing the affairs of insolvent corporations.

- 2.2 The representations and warranties contained in Section 2.1 are provided for the exclusive benefit of the Optionee, and any misrepresentation or breach of warranty may be waived by the Optionee in whole or in part at any time without prejudice to its rights in respect of any other misrepresentation or breach of the same or any other representation or warranty; and the representations and warranties contained in Section 2.1 will survive the execution hereof and continue through the Option Period. Further, the representations and warranties contained in Section 2.1 will be treated as made and be binding upon the Optionor continuously during the term of this Agreement.
- 2.3 The Optionor hereby covenants and agrees with the Optionee that on execution hereof, the Optionor will deliver or cause to be delivered to the Optionee copies of all available maps and other documents and data in the Optionor's possession respecting the Property.
- 2.4 The Optionor hereby covenants and agrees with the Optionee not to create or permit any Encumbrance on the Property.
- 2.5 The Optionor hereby covenants and agrees with the Optionee not to permit any Affiliate to create or permit any Encumbrance on the Property.
- 2.6 The covenants and agreements contained in Section 2.3, 2.4 and 2.5 are provided for the exclusive benefit of the Optionee, and any breach may be waived by the Optionee in whole or in part at any time without prejudice to its rights in respect of any other breach of the same; and the covenants and agreements contained in Sections 2.3, 2.4 and 2.5 survive the execution hereof and continue through the Option Period.

PART 3

REPRESENTATIONS AND WARRANTIES OF THE OPTIONEE

- 3.1 The Optionee represents and warrants to the Optionor that:
 - (a) The Optionee has been duly incorporated, amalgamated or continued and validly exists as a corporation in good standing under the laws of its jurisdiction of incorporation, amalgamation or continuation;
 - (b) the Optionee has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transactions herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any Encumbrance under the provisions of the articles or the constating documents of the Optionee or any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which the Optionee is a party or by which it is bound;
 - (c) no proceedings are pending for, and the Optionee is unaware of any basis for the institution of any proceedings leading to, the dissolution or winding up of the

Optionee or the placing of the Optionee in bankruptcy or subject to any other laws governing the affairs of insolvent corporations;

- (d) the Optionee Disclosure Documents do not as of the date filed on SEDAR and subject to additional new or corrective information as subsequently filed documents, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of circumstances in which they were made not misleading;
 - (e) it is a reporting issuer in the provinces of British Columbia, Alberta and Ontario;
 - (f) the issued and outstanding shares of the Optionee are listed and posted for trading on the Exchange and no order ceasing or suspending trading in any securities of the Optionee has been issued and no proceeding for such purpose are pending or threatened;
 - (g) the Shares will, at the time of delivery to the Optionor, be duly authorized and validly allotted and issued as fully paid and non-assessable free of any Encumbrances; and
 - (h) on the date of receipt by the Optionor of the certificate or certificates representing the Shares, every consent, approval, authorization, order or agreement of the Exchange that is required for the issuance of the Shares, as applicable, and the delivery to the Optionor of such certificate or certificates to be valid will have been obtained and will be in effect.
- 3.2 The representations and warranties contained in Section 3.1 are provided for the exclusive benefit of the Optionor and a misrepresentation or breach of warranty may be waived by the Optionor in whole or in part at any time without prejudice to its rights in respect of any other misrepresentation or breach of the same or any other representation or warranty; and the representations and warranties contained in Section 3.1 will survive the execution hereof and continue through the Option Period. Further, the representations and warranties contained in Section 3.1 will be treated as made and be binding upon the Optionee continuously during the term of this Agreement.

PART 4

INDEMNITY – REPRESENTATIONS AND WARRANTIES

- 4.1 Each Party shall indemnify and save the other Party harmless from and against any and all Liability which the other Party suffers, sustains or incurs arising out of or in connection with the breach of any representation or warranty given or made by a Party under this Agreement.
- 4.2 It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

PART 5
GRANT OF OPTION

Grant of Option

5.1 The Optionor hereby grants to the Optionee the sole and exclusive right and option, subject to the terms of this Agreement, to acquire a one hundred percent (100%) undivided interest in and to the Property free and clear of all Encumbrances, subject to the NSR Royalty, by:

- (a) on the Effective Date or as soon as practicable thereafter:
 - (i) allotting and issuing to the Optionor, as fully paid and non-assessable, 500,000 Shares; and
 - (ii) paying to the Optionor \$25,000;
- (b) on or before the first annual anniversary of the Effective Date:
 - (i) allotting and issuing to the Optionor, as fully paid and non-assessable, an additional 700,000 Shares;
 - (ii) paying to the Optionor an additional \$50,000; and
 - (iii) incurring at least \$350,000 of Expenditures;
- (c) on or before the second annual anniversary of the Effective Date:
 - (i) allotting and issuing to the Optionor, as fully paid and non-assessable, an additional 800,000 Shares;
 - (ii) paying to the Optionor an additional \$100,000; and
 - (iii) incurring at least an additional \$500,000 of Expenditures (including the Expenditures contemplated in Section 5.1(b)(iii), totalling \$850,000 in aggregate Expenditures on or before the second annual anniversary of the Effective Date); and
- (d) on or before the third annual anniversary of the Effective Date:
 - (i) allotting and issuing to the Optionor, as fully paid and non-assessable, an additional 1,000,000 Shares;
 - (ii) paying to the Optionor an additional \$150,000; and
 - (iii) incurring at least an additional \$1,000,000 of Expenditures (including the Expenditures contemplated in Sections 5.1(b)(iii) and 5.1(c)(iii), totalling \$1,850,000 in aggregate Expenditures on or before the third annual anniversary of the Effective Date).

- 5.2 Upon the Commencement of Commercial Production, the Optionee will pay to the Optionor a royalty (the “**NSR Royalty**”), being equal to two percent (2%) of Net Smelter Returns, on the terms and conditions as set out in Schedule “B” hereto.
- 5.3 The NSR Royalty may be reduced at any time from two percent (2%) of Net Smelter Returns to one percent (1%) of Net Smelter Returns by the Optionee, or its permitted assign, by paying to the Optionor an aggregate of \$1,000,000.

PART 6

EXERCISE OF OPTION

- 6.1 The Optionee may in its sole discretion at any time accelerate the consideration described in Section 5.1 to exercise the Option and thereby earlier acquire its interest in the Property.
- 6.2 If the Optionee makes the issuance and payments and Expenditures as described in Section 5.1, it will, without any further act or payment, have and be deemed for all purposes to have exercised the Option. If the Optionee does not fulfill all the terms and conditions described in Section 5.1, the Optionee will have earned no interest in the Property.
- 6.3 If and when the Option has been exercised, a one hundred percent (100%) right, title and interest to the Property will thereupon vest in the Optionee free and clear of all Encumbrances, save and except the NSR Royalty and any Aboriginal treaty rights or claims by aboriginal or indigenous persons, and the Optionor shall assign, transfer and set over to the Optionee a one hundred percent (100%) right, title and interest in and to the Property.
- 6.4 If and when the Option has been exercised, the Parties will be deemed to have formed a joint venture for the purposes of the continued exploration and exploitation of the Property. The Parties will use their reasonable commercial efforts to negotiate, settle upon, execute and deliver a joint venture agreement in respect of the Property on the terms and conditions normally provided for in commercial transactions of such nature that are mutually acceptable to the Parties, acting in good faith, within 60 days of the deemed formation of a joint venture; provided that, in the event the Parties cannot, within 60 days, reach an agreement on the terms of the joint venture, any such additional terms may be set by an arbitrator appointed for such purpose pursuant to the *Arbitration Act* (British Columbia). The joint venture agreement will provide, *inter alia*, that: (a) the Optionee will serve as the operator of the joint venture; and (b) each party will contribute its pro rata share of further Expenditures to maintain its interest in the Property and the joint venture within thirty (30) days of written notice.

PART 7

INDEMNITY – ENVIRONMENTAL

Optionor Indemnity

7.1 The Optionor agrees to indemnify and save the Optionee harmless from and against any and all Environmental Liability suffered or incurred by the Optionee arising directly or indirectly from any operations or activities conducted in or on the Property by the Optionor, its employees and agents, prior to the Effective Date.

Optionee Indemnity

7.2 The Optionee agrees to indemnify and save the Optionor harmless from and against any and all Environmental Liability suffered or incurred by the Optionor arising directly or indirectly from any operations or activities conducted on the Property by the Optionee, its employees or agents, after the Effective Date.

Survival

7.3 The provisions of this Part 7 will survive any termination of this Agreement.

PART 8

RIGHT OF ENTRY

8.1 Throughout the Option Period, the directors and officers of the Optionee and its servants, agents and independent contractors, will have the sole and exclusive right in respect of the Property to:

- (a) enter thereon;
- (b) have exclusive and quiet possession thereof;
- (c) do such prospecting, exploration, development and/or mining work thereon and thereunder as the Optionee may determine to be necessary, desirable or advisable;
- (d) bring upon and erect upon the Property and use in its operations, at any time and from time to time, such buildings, plant, machinery, equipment, vehicles, tools, appliances and supplies as the Optionee may deem necessary, desirable or advisable; and
- (e) remove therefrom and dispose of reasonable quantities of ores, minerals and metals for the purposes of sampling, including bulk sampling, obtaining assays or making other tests.

PART 9

PROPERTY CONVEYANCE DOCUMENTS

- 9.1 The Optionor will immediately after the Effective Date deliver to the Optionee, or such person as the Optionee directs, duly executed transfers of the Property in the form required under the laws of the Province of Quebec to register the claims comprising the Property in the name of the Optionee, who will hold them as trustee of the Optionor until:
- (a) the Option has been fully exercised, after which date the claims comprising the Property will continue to be held in the name of the Optionee and the Optionee will become the beneficial owner as to the one hundred percent (100%) of the Property vested in the Optionee pursuant to the Option; or
 - (b) the Option has expired or otherwise terminated without exercise, after which date the Optionee will immediately deliver to the Optionor, or such person as the Optionor directs, duly executed transfers of the Property in the form required under the laws of the Province of Quebec to register the claims comprising the Property in the name of the Optionor.

PART 10

OBLIGATIONS OF THE OPTIONEE DURING OPTION PERIOD

- 10.1 During the Option Period, unless otherwise agreed in writing between the Parties, the Optionee will:
- (a) maintain in good standing the Mineral Rights by the payment of fees, taxes and rentals;
 - (b) notwithstanding the provisions of Section 8.1 hereof, permit the directors, officers, employees and designated consultants of the Optionor, at their own risk, access to the Property at all reasonable times, provided that the Optionor agrees in writing to indemnify and save the Optionee harmless from any and all Liabilities that the Optionee may incur or suffer as a result of any injury (including injury causing death) to any director, officer, employee or designated consultant of the Optionor while on the Property;
 - (c) do all work on the Property in a good and workmanlike fashion and in accordance with all applicable laws, regulations, orders and ordinances of any Governmental Authority; and
 - (d) indemnify and save the Optionor harmless in respect of any and all Liabilities arising out of the Optionee's activities on the Property, but the Optionee shall incur no obligation hereunder in respect to claims arising or damages suffered after termination of the Option if upon termination of the Option any workings on or improvements to the Property made by the Optionee are left in a safe condition.

PART 11

SURRENDER OF PROPERTY INTERESTS BEFORE TERMINATION OF AGREEMENT

- 11.1 The Optionee may at any time during the Option Period elect to abandon any one or more of the Mineral Rights by giving notice to the Optionor of such intention. Any Mineral Rights so abandoned will be in good standing under the laws of the jurisdiction in which they are situate for at least twelve (12) months from the date of abandonment. Upon any such abandonment, the Mineral Rights so abandoned will for all purposes of this Agreement cease to form part of the Property.

PART 12

OPTION AND REGULATORY APPROVALS

Option

- 12.1 This Agreement is an option only and nothing herein contained will be construed as obligating the Optionee to do any acts or make any payments hereunder, and any act or acts or payment or payments as will be made hereunder will not be construed as obligating the Optionee to do any further act or make further payment or payments.

Exchange Acceptance

- 12.2 Each of Optionor and the Optionee acknowledges and agrees that their respective rights and obligations hereunder are subject to acceptance by the Exchange, if required under the policies of the Exchange, of a filing to be made in respect of this Agreement.
- 12.3 Each of Optionor and the Optionee will use reasonable commercial efforts to have this Agreement accepted for filing by the Exchange, if required under the policies of the Exchange, promptly following execution of this Agreement.

PART 13

FORCE MAJEURE

- 13.1 If the Optionee is at any time either during the Option Period or thereafter prevented from or delayed in complying with any provisions of this Agreement by reason of strikes, lock-outs, labour shortages, power shortages, fuel shortages, fires, wars, inclement weather, acts of God, governmental regulations restricting normal operations, excluding any restrictions related to the COVID 19 outbreak, shipping delays, delays in obtaining required governmental or regulatory approvals or permits, aboriginal land claims, environmental claims or notices (or inability to obtain or delays in obtaining environmental consents) or any other reason or reasons (other than lack of funds) beyond the control of the Optionee,

the time limited for the performance by the Optionee of its obligations hereunder will be extended by a period of time equal in length to the period of each such prevention or delay.

- 13.2 The Optionee will give prompt notice to the Optionor of each event of force majeure under Section 13.1 and upon cessation of such event will furnish the Optionor with notice to that effect together with particulars of the number of days by which the obligations of the Optionee hereunder have been extended by virtue of such event of force majeure and all preceding events of force majeure.

PART 14

CONFIDENTIAL INFORMATION

- 14.1 No information furnished by the Optionee to the Optionor hereunder in respect of the activities carried out on the Property by the Optionee will be published by the Optionor without the written consent of the Optionee, but such consent in respect of the reporting of factual data will not be unreasonably withheld, and will not be withheld in respect of information required to be publicly disclosed pursuant to applicable securities or corporate laws. This provision will continue through the Option Period.

PART 15

FILING ASSUMPTION

- 15.1 Upon execution of the Agreement, the Optionee will become responsible for all filings required under the policies of the Exchange and to obtain the approval of this Agreement by the Exchange, if required under the policies of the Exchange, and all filings required to transfer the Property to the Optionee in accordance with Section 9.1.

PART 16

DEFAULT AND TERMINATION

- 16.1 The Option may be terminated by the Optionor delivering a notice of termination to the Optionee if the Optionee fails to make the cash payments, issue the Shares, or incur the Expenditures within the time periods permitted by Section 5.1, or otherwise fails to perform any obligation required to be performed hereunder; provided that the Optionor will have first delivered to the Optionee a notice of default specifying the default and the Optionee will have failed to cure such default within thirty (30) days next following the date of receipt of such default notice by making the required payment, issuing the required Shares, incurring the required Expenditures or by appropriate performance.
- 16.2 If the Option is terminated pursuant to Section 16.1, the Optionee will:

- (a) leave the Mineral Rights comprising the Property in good standing for a period of at least twelve (12) months from the termination of the Option Period; and
 - (b) deliver at no cost to the Optionor within sixty (60) days of such termination, copies of all reports, maps, assay results and other relevant technical data in the possession of the Optionee with respect to the Property and not theretofore furnished to the Optionor.
- 16.3 Notwithstanding the termination of the Option, the Optionee will have the right, within a period of sixty (60) days following the end of the Option Period, to remove from the Property all buildings, equipment, machinery, tools, appliances and supplies which have been brought upon the Property by or on behalf of the Optionee, and any such property not removed within sixty (60) day period will thereafter become the property of the Optionor.
- 16.4 The Optionee may at any time terminate this Option by giving notice of termination to the Optionor and will thereupon be relieved of any further obligations, other than returning the Mineral Rights to the Optionor in good standing for a period of twelve (12) months from the date of termination, in connection herewith but will remain liable for obligations which have accrued to the date of notice.

PART 17

ASSIGNMENT

- 17.1 For the duration of the Option Period, the Optionor may not assign its interest in this Agreement, including the NSR Royalty, without the prior written consent of the Optionee.

PART 18

NOTICES

- 18.1 Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party will be in writing and will be delivered by hand to the Party to which the notice is to be given at the address indicated on page 1 of this Agreement or sent by email or to such other address as will be specified by a Party by like notice. Any notice, consent, waiver, direction or other communication aforesaid will, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day or, if not, then the next succeeding Business Day) and if sent by email be deemed to have been given and received at the time of receipt (if a Business Day or, if not, then the next succeeding Business Day) unless actually received after 4:00 p.m. (Vancouver time) at the point of delivery in which case it will be deemed to have been given and received on the next Business Day. Any Party may at any time and from time to time notify the other Party in writing of a change of address and the new address to which notice will be given to it thereafter until further change.

PART 19

GENERAL

No Deemed Consent

19.1 No consent or waiver expressed or implied by any Party in respect of any breach or default by any other Party in the performance of such other of its obligations hereunder will be deemed or construed to be a consent to or a waiver of any other breach or default.

Further Assurances

19.2 The Parties will promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance which may be reasonably necessary or advisable to carry out fully the intent of this Agreement or to record wherever appropriate the respective interests from time to time of the Parties in the Property.

Enurement

19.3 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, subject to the conditions hereof.

Governing Law

19.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and the Parties hereto irrevocably attorn to the jurisdictions of the courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement.

No Partnership

19.5 Nothing herein will constitute or be taken to constitute the Parties as partners or create any fiduciary relationship between them. It is not the intention of the Parties to create, nor will this Agreement be construed to create, any mining, commercial or other partnership. None of the Parties will have any authority to act for or to assume any obligation or responsibility on behalf of any other Party, except as expressly provided herein. The rights and duties of the Parties will be several and not joint or joint and several.

No Modification

19.6 No modification, alteration or waiver of the terms herein contained will be binding unless the same is in writing, dated subsequently hereto, and fully executed by the Parties.

Agreement Will Control

19.7 If there is any inconsistency between the terms of this Agreement and any Schedule hereto, the terms of this Agreement will control.

Time

19.8 Time will be of the essence hereof.

Entire Agreement

19.9 This Agreement and the Schedules attached hereto set forth the entire agreement and understanding of the Parties in respect of the transactions contemplated hereby and supersede all prior agreements and understandings, oral or written, among the Parties or their respective representatives with respect to the matters herein and will not be modified or amended except by written agreement signed by the parties to be bound thereby.

Counterparts

19.10 This Agreement may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart agreement or facsimile so executed are deemed to be an original and such counterparts and facsimile copies together will constitute one and the same instrument.

Resale Restrictions

19.11 All Shares issued by the Optionee to the Optionor pursuant to this Agreement will be subject to such resale restrictions as may be imposed by applicable securities law and the Exchange.

Change in Capitalization

19.12 If the Optionee undertakes a change in capitalization affecting its Shares, such as subdivision, consolidation or reclassification of the Shares or other relevant changes in Shares, including any adjustment arising from a merger, acquisition or plan of arrangement, such proportionate adjustments, if any, appropriate to reflect such change will be made by the Optionee with respect to the number of Shares which may be issued by the Optionee to the Optionor hereunder.

Legal and Other Fees

19.13 Each Party will be responsible for its own legal, accounting and other professional fees and expenses incurred in connection with the negotiation and settlement of this Agreement and the other matters pertaining hereto.

Independent Legal Advice

19.14 Each of the Parties acknowledge and agree that it has been afforded sufficient time to obtain independent legal advice with respect to this Agreement, and that it has had a reasonable opportunity to do so prior to executing this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first set forth above.

NORANDA ROYALTIES INC.

Per: “Valerie Dallaire”
Name: Valerie Dallaire
Title: President and CEO

EEE EXPLORATION CORP.

Per: “Chris Cooper”
Name: Chris Cooper
Title: CEO

SCHEDULE “A”

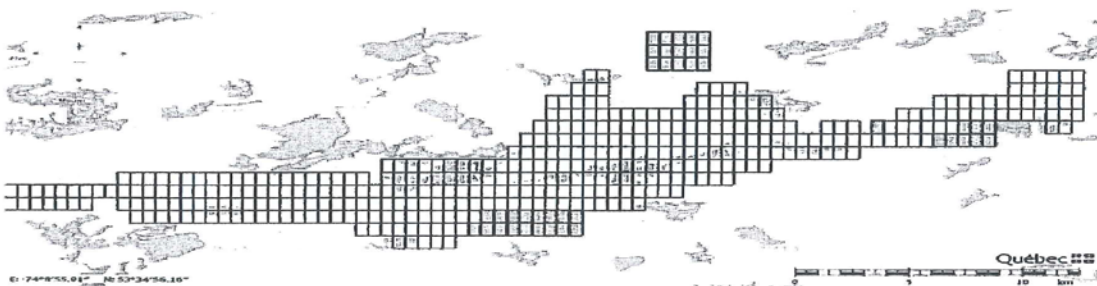
Property Description

This is Schedule “A” to the Mineral Option Agreement between Noranda Royalties Inc. and EEE Exploration Corp. dated July 4th, 2022 (the “**Agreement**”). Capitalized terms used but not defined in this Schedule “A” have the meaning given to them in the Agreement.

Mineral Rights

Mineral Rights					
NTS sheet	Area (h)	Title no	Status	Expiration date	Owner
SNRC 33H12	51,14	2628469	Actif	2024-12-02 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,14	2628470	Actif	2024-12-02 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,14	2628471	Actif	2024-12-02 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,14	2628472	Actif	2024-12-02 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,14	2628473	Actif	2024-12-02 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,13	2628474	Actif	2024-12-02 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,13	2628475	Actif	2024-12-02 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,13	2628476	Actif	2024-12-02 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,13	2628477	Actif	2024-12-02 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,13	2628478	Actif	2024-12-02 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,12	2628479	Actif	2024-12-02 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,12	2628480	Actif	2024-12-02 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,12	2628481	Actif	2024-12-02 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,12	2628482	Actif	2024-12-02 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,12	2628483	Actif	2024-12-02 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H05	51,27	2629010	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H05	51,27	2629011	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H05	51,27	2629012	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H05	51,27	2629013	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H05	51,27	2629014	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H05	51,27	2629015	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H05	51,27	2629016	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H05	51,27	2629017	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H05	51,27	2629018	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H05	51,26	2629019	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H05	51,26	2629020	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H05	51,26	2629021	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H05	51,26	2629022	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H05	51,26	2629023	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H05	51,26	2629024	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H05	51,26	2629025	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H05	51,26	2629026	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,2	2629027	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,2	2629028	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,2	2629029	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,2	2629030	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,2	2629031	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,19	2629032	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,19	2629033	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,19	2629034	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
SNRC 33H12	51,19	2629035	Actif	2024-12-05 23:59	Redevances Noranda Inc. (101133) 100 % (responsable)
	2099,22	41			

41 mining titles (in orange)



Other Rights

Along with all approvals obtained by any Party before or after the date of this Agreement and necessary or desirable for the exploration and development of the Property.

[End of Schedule "A"]

SCHEDULE "B"

NSR Royalty

This is Schedule "B" to the Mineral Option Agreement between Noranda Royalties Inc. and EEE Exploration Corp. dated July 4th, 2022 (the "**Agreement**"). Capitalized terms used but not defined in this Schedule "A" have the meaning given to them in the Agreement.

1. Pursuant to the Agreement to which this Schedule is attached, Noranda Royalties Inc. (the "**Royalty Holder**") will be entitled, upon Commencement of Commercial Production, to a NSR Royalty payable by EEE Exploration Corp. or its permitted assignee (the "**Royalty Payor**"), which will be equal to two percent (2%) of Net Smelter Returns (as defined below).
2. For the purposes of this Schedule, the following words and phrases will have the following meanings, namely:
 - a. "**Net Smelter Returns**" means the net proceeds actually paid to the Royalty Payor from the sale by the Royalty Payor of Minerals, mined and removed from the Property after deduction of the following:
 - i. smelting costs, treatment charges and penalties including, but not being limited to, metal losses, penalties for impurities and charges for refining, selling and handling by the smelter, refinery or other purchaser; provided, however, in the case of leaching operations or other solution mining or beneficiation techniques, where the metal being treated is precipitated or otherwise directly derived from such leach solution, all processing and recovery costs incurred by the Royalty Payor, beyond the point at which the metal being treated is in solution, will be considered as treatment charges;
 - ii. costs of handling, transporting and insuring ores, minerals and other materials or concentrates from the Property or from a concentrator, whether situated on or off the Property, to a smelter, refinery or other place of treatment; and
 - iii. ad valorem taxes and taxes based upon production, but not income taxes.
3. The Royalty Payor will by notice inform the Royalty Holder of the quantum of such reasonable net sale price and, if the Royalty Holder does not object thereto, within sixty (60) days after receipt of such notice, said quantum will be final and binding for the purposes of this Agreement.
4. Subject to the terms and conditions of the Agreement, the Royalty Payor may remove reasonable quantities of ore and rock from the Mineral Rights located on the Property for

the purpose of bulk sampling and of testing, and there will be no NSR Royalty payable to the Royalty Holder with respect thereto unless revenues are derived therefrom.

5. The Royalty Payor will have the right to commingle with ore from the Mineral Rights located on the Property, with ore produced from other properties, provided that prior to such commingling, the Royalty Payor will adopt and employ reasonable practices and procedures for weighing, determination of moisture content, sampling and assaying, as well as utilize reasonable accurate recovery factors in order to determine the amounts of products derived from, or attributable to ore mined and produced from the Mineral Rights located on the Property. The Royalty Payor will maintain accurate records of the results of such sampling, weighing and analysis as pertaining to ore mined and produced from the Mineral Rights located on the Property.
6. Instalments of the NSR Royalty payable will be paid by the Royalty Payor to the Royalty Holder within thirty (30) days upon the receipt by the Royalty Payor of the payment from the smelter, refinery or other place of treatment of the proceeds of sale of the minerals, ore, concentrates from the Mineral Rights located on the Property.
7. Within one hundred and twenty (120) days after the end of each fiscal year, commencing with the year in which Commencement of Commercial Production occurs, the accounts of the Royalty Payor relating to operations on the Mineral Rights located on the Property and the statement of operations, which will include the statement of calculation of NSR Royalty for the year last completed, will be audited by the auditors of the Royalty Payor at its expense. The Royalty Holder will have forty-five (45) days after receipt of such statements to question the accuracy thereof in writing and, failing such objection, the statements will be deemed to be correct and unimpeachable thereafter.
8. If such audited financial statements disclose any overpayment of NSR Royalty by the Royalty Payor during the fiscal year, the amount of the overpayment will be deducted from future installments of NSR Royalty payable.
9. If such audited financial statements disclose any underpayment of NSR Royalty by the Royalty Payor during the year, the amount thereof will be paid to the Royalty Holder immediately after determination thereof.
10. The Royalty Payor agrees to maintain for each mining operation on the Mineral Rights located on the Property, up-to-date and complete records relating to the production and sale of minerals, ore and bullion from the Mineral Rights located on the Property, including accounts, records, statements and returns relating to treatment and smelting arrangements of such product, and the Royalty Holder or its agents will have the right at all reasonable times, including for a period of twelve (12) months following the expiration or termination of this Agreement, to inspect such records, statements and returns and make copies thereof at its own expense for the purpose of verifying the amount of NSR Royalty payments to be made by the Royalty Payor to the Royalty Holder pursuant hereto. All books and records used by the Royalty Payor to calculate the Royalty shall be kept in accordance with generally accepted accounting principles or international financial reporting standards. The Royalty Holder will have the right to have

such accounts audited by independent auditors at its own expense once per calendar year at a time to be mutually agreed with the Royalty Payor. The Royalty Payor shall pay the Royalty Holder's costs and expenses of such investigation and audit if a deficiency of five percent (5%) or more of the amount due is determined to exist. The Royalty Holder shall have the right at its own cost and expense to make copies of or take extracts from such documents, excluding any contracts that are subject to confidentiality agreements (which contracts will be available for inspection only in the offices of the Payor), provided such copies and extracts are maintained as confidential by the Royalty Holder.

11. The NSR Royalty may be reduced at any time from two percent (2%) of Net Smelter Returns to one percent (1%) of Net Smelter Returns by the Royalty Payor, or its permitted assign, paying to the Royalty Holder \$1,000,000.
12. All Royalty payments required to be made hereunder shall be made by wire transfer to the account designated by the Royalty Holder.
13.
 - a. If the Royalty Holder (the "**Selling Party**") reaches an agreement in principal (the "**Third Party Offer**") with an arm's length third person (the "**Third Party**") to purchase, assign, option or otherwise acquire, directly or indirectly, in any manner whatsoever, any interest in the NSR Royalty (the "**Royalty Interests**"), prior to accepting such Third Party Offer, the Selling Party must comply with this Section 13 and must ensure that the said Third Party Offer states the price and all other pertinent terms and conditions upon which the Third Party wishes to complete the purchase of the Royalty Interests.
 - b. The consideration set forth in the Third Party Offer may include only cash, or if not all cash, either shares, or a combination of cash and shares of a publicly listed company ("**Third Party Share Consideration**").
 - c. Within fifteen (15) Business Days after receipt of a Third Party Offer that it wishes to accept, the Selling Party shall deliver a copy of the Third Party Offer to the Royalty Payor together with the Selling Party's own offer to sell to the Royalty Payor the Royalty Interests on the same terms and conditions as the Third Party Offer (the "**Offer**").
 - d. If the Third Party Offer includes Third Party Share Consideration, then, if the Royalty Payor accepts the Offer, on closing of the transactions contemplated in the Offer, the Royalty Payor shall pay to the Selling Party in cash the cash equivalent of the Third Party Share Consideration (based on the valuation for its shares provided by the Third Party in the Third Party Offer or, if not stated in the Third Party Offer, then the twenty (20) day volume weighted average trading price of the shares of such Third Party ending on the day prior to the date of the Third Party Offer) (the "**Cash Equivalent**").
 - e. The Selling Party shall deliver any and all due diligence materials (which it delivered or made available to the Third Party) to the Royalty Payor.

- f. Upon receipt of the Offer, the Royalty Payor shall have a period of thirty (30) Business Days following receipt of the Offer to notify the Selling Party whether it elects to acquire the Royalty Interests at the price and on the terms and conditions set forth in the Offer.
- g. If the Royalty Payor does so elect to accept the Offer and acquire the Royalty Interests pursuant to the terms of the Offer, the transaction with respect to the Royalty Interests shall be consummated promptly, but in no event more than thirty (30) days after notice of such election is delivered to the Selling Party by the Royalty Payor. The Selling Party and the Royalty Payor shall act in a reasonable and timely manner with respect to closing matters.
- h. If the Royalty Payor does not, or fails to, accept the Offer within the period of time stipulated in Section 13.f, the Selling Party or any of its Affiliates shall have ninety (90) days following the expiration of such period to consummate the transaction with respect to the Royalty Interests with the Third Party at a price and on terms that are no more favourable to the Third Party, and no less favorable to the Royalty Payor, than those offered in the Offer and in accordance with this Section.
- i. If the Selling Party fails to consummate the transaction with respect to the Royalty Interests with the Third Party within the period set forth in Section 13.h, the right of first refusal herein contained shall be deemed to be revived and shall continue in full force and effect. Any subsequent Third Party Offer by a Third Party and/or Offer by the Selling Party to Transfer the Royalty Interests, or any part thereof, shall be subject to, and conducted in accordance with, all of the procedures set forth in this Section 13. This right of first refusal shall apply to the Selling Party in existence as of the Effective Date and to their respective successors and/or assigns.
- j. Subject to the foregoing provisions of this Section 13, the Royalty Holder may sell, transfer, grant, assign or otherwise dispose of all or part of its rights and interests under this deed provided that prior to any such disposition becoming effective the Royalty Holder must deliver to the Royalty Payor notice of such disposition.
- k. The terms of this Section 13 do not apply to transfers to an Affiliate by the Selling Party.

[End of Schedule "B"]