

OPTION AGREEMENT

This Option Agreement (the “**Option Agreement**”) is executed and made effective the 14th day of June, 2024 (the “**Effective Date**”).

BETWEEN:

QUEBEC PEGMATITE HOLDINGS CORP., of #1050-1055 W Georgia
St Vancouver, BC V6E 4N7

(hereinafter referred to as the “**Optionee**”)

AND:

ABCOURT MINES INC., of 475, avenue de l’église
Rouyn-Noranda (quartier Évain), Québec, J0Z 1Y0

(hereinafter referred to as the “**Optionor**”)

WHEREAS:

A. The Optionor is the legal, beneficial and registered holder of 100% undivided right, title and interest in and to 141 mineral claims covering 5,579 ha located in the Province of Québec, Canada, known as the SWANSON2 Property, as more particularly set out in Schedule “A” hereto (the “**Property**”);

B. The Optionor has agreed to grant an exclusive option to the Optionee to acquire up to a 100% interest in the Property (the “**Option**”); and

C. The parties hereby wish to enter into this Option Agreement with respect to the Property to formalize the parties’ respective interests and ongoing rights and obligations subject to the terms and conditions herein.

NOW THEREFORE, this Option Agreement witnesses that for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Optionee and Optionor agree as follows:

ARTICLE I. - INTERPRETATION

Section 1.01 Number and gender. Words importing the singular number shall include the plural and vice versa; words importing gender (or the lack thereof) shall include all genders of lack thereof interchangeably; and words importing persons shall include corporations and other business enterprises and vice versa.

Section 1.02 Currency. Unless otherwise expressly stated, all references to currency in this Option Agreement are references to lawful currency of Canada.

Section 1.03 Headings. The use of headings in this Option Agreement and the schedules hereto are solely for ease of reference and shall not affect the interpretation or the construction of any provision hereof.

Section 1.04 References. Unless otherwise stated, a reference to an Article, Section or other organizational division shall refer to the respective Article, Section or other organizational division of this Option Agreement.

Section 1.05 Definitions. For the purposes of this Option Agreement, except as otherwise expressly provided herein, the following words and phrases will have the following meanings:

- (a) **“Affiliate”** means any person, partnership, limited liability company, optionee, corporation or other form of enterprise which 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) **“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;
- (c) **“Common Shares”** has the meaning set forth in Section 2.02;
- (d) **“CSE”** means the Canadian Securities Exchange, operated by CNSX Markets Inc.;
- (e) **“Effective Date”** has the meaning set forth on the first page hereof;
- (f) **“Encumbrances”** means all interests, mortgages, charges, royalties, security interests, liens, encumbrances, actions, claims, demands and equities of any nature whatsoever or however arising and any rights or privileges capable of becoming any of the foregoing;
- (g) **“Existing Royalties”** means the existing royalties payable by the Optionor on certain of the claims comprising the Property, as set forth in Schedule “B”;
- (h) **“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;
- (i) **“Hold Period”** has the meaning set forth in Section 2.03;
- (j) **“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;
- (k) **“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 Québec, Canada, whether contractual, statutory or otherwise, or
 - (ii) any interest in any Mineral Right;
- (l) “**NSR Royalty**” has the meaning set forth in Section 2.06(a);
- (m) “**NSR Royalty Property**” means the claims comprising the Property that are not subject to any Existing Royalties, as set forth in Schedule “C”;
- (n) “**Option**” has the meaning set forth on the first page hereof;
- (o) “**Option Agreement**” has the meaning set forth on the first page hereof;
- (p) “**Optionee**” has the meaning set forth on the first page hereof;
- (q) “**Optionor**” has the meaning set forth on the first page hereof;
- (r) “**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;
- (s) “**Permitted Encumbrance**” means, with respect to the Property (a) mechanic’s, materialmen’s or similar encumbrances if payment of the secured obligation is not yet overdue or being contested in good faith by appropriate proceedings, (b) encumbrances for taxes, assessments, obligations under workers’ compensation or other social welfare legislation or other requirements, charges or levies of any Governmental Authority, in each case not yet overdue or being contested in good faith by appropriate proceedings, (c) easements, servitudes, rights-of- way and other rights, exceptions, reservations, conditions, limitations, covenants and other restrictions that will not materially interfere with, materially impair or materially impede operations on the Property or the value or use of the Property, (d) encumbrances consisting of (i) rights reserved to or vested in any Governmental Authority to control or regulate the Property, (ii) obligations or duties to any Governmental Authority with respect to any permits and the rights reserved or vested in any Governmental Authority to terminate any such permits or to condemn or expropriate any property, and (iii) zoning or other land use or environmental laws of any Governmental Authority, in each case which will not materially impair or materially impede operations (or anticipated operations) on the Property or the value or use (or expected use) of the Property, (e) encumbrances arising under this Option Agreement, and (f) the Existing Royalties;
- (t) “**Property**” means the Mineral Rights and the Other Rights, as 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);
- (u) “**TSXV**” means the TSX Venture Exchange.

ARTICLE II. - GRANT OF OPTION

Section 2.01 Option. The Optionor hereby grants the Optionee the sole and exclusive Option to acquire up to a 100% undivided interest in and to the Property free and clear of all Encumbrances, except for Permitted Encumbrances, as follows:

- (a) The Optionee shall pay the Optionor \$500,000 in cash within ten (10) days following the Effective Date, after which the Optionee shall have acquired a 25% interest in and to the Property;
- (b) The Optionee shall pay the Optionor \$500,000 in cash on or before the six (6) month anniversary of the Effective Date, after which the Optionee shall have acquired a cumulative 50% interest in and to the Property, subject to the provisions of Section 2.02;
- (c) The Optionee shall pay the Optionor \$500,000 in cash on or before the eighteen (18) month anniversary of the Effective Date, after which the Optionee shall have acquired a cumulative 75% interest in and to the Property, subject to the provisions of Section 2.02; and
- (d) The Optionee shall pay the Optionor \$500,000 in cash on or before the twenty-four (24) month anniversary of the Effective Date, after which the Optionee shall have acquired a cumulative 100% interest in and to the Property, subject to the provisions of Section 2.02.

Section 2.02 Payment in Shares. Subject to the representations and warranties given by the Optionee under Section 4.02 being true and correct as of the date of any such payment, the Optionee may, in its sole discretion, complete the payments set forth in Section 2.01(b), Section 2.01(c), and Section 2.01(d) through the issuance of common shares (“**Common Shares**”) in the capital of the Optionee. However, notwithstanding the foregoing, the Optionee shall not be permitted to issue Common Shares in satisfaction of the payments set forth in Section 2.01(b), Section 2.01(c), or Section 2.01(d) if such issuance would require securityholder approval pursuant to CSE Policy 4 – *Corporate Governance, Security Holder Approvals, and Miscellaneous Provisions*. Any Common Shares issued pursuant to this Section 2.02 shall be issued at a deemed price per Common Share equal to the ten trading (10) day volume weighted average trading price of the Common Shares on the CSE prior to the applicable payment date, subject to the minimum pricing requirements of the CSE. Should the Optionee elect to make any of the payments set forth in Section 2.01(b), Section 2.01(c), and Section 2.01(d) through issuance of Common Shares, the Optionee shall acquire the relevant interest in and to the Property upon the expiration of the Hold Period (as defined herein).

Section 2.03 Resale Restrictions. The Optionor acknowledges that any Common Shares issued pursuant to the Option Agreement will be subject to a four (4) month and one (1) day resale restriction from the date of issuance of the applicable Common Shares (the “**Hold Period**”) pursuant to National Instrument 45-102 – *Resale of Securities*. The Optionee assumes no registration, prospectus or other such resale facilitation obligation hereunder and the Optionor is solely responsible for its compliance with applicable securities laws related to the resale of the Common Shares, if issued.

Section 2.04 Acceleration. The Optionee may in its sole discretion at any time accelerate the completion of the payments set forth in Section 2.01 to earn a 100% interest in and to the Property. If the Optionee elects to accelerate the payments in accordance with this Section 2.04 and if the Optionee elects to pay such payments through the issuance of Common Shares in accordance with Section 2.02, such Common Shares shall be issued at a deemed price per Common Share equal to the ten (10) day volume weighted average trading price of the Common Shares on the CSE prior to the applicable payment date, subject to the minimum pricing requirements of the CSE.

Section 2.05 Option Exercise. Upon the Optionee duly exercising the Option in accordance with the terms and condition set forth herein and upon expiration of the Hold Period:

- (a) the Optionee shall earn a one hundred percent (100%) legal and registered interest in and all right and title to the Property, free and clear of any and all Encumbrances except for Permitted Encumbrances and the obligation to pay the NSR Royalty;
- (b) the Optionor shall deliver to the Optionee a duly executed copy of a deed/transfer of mining claims in respect of the Property in registrable or recordable form and in content sufficient pursuant to the laws of the Province of Québec to transfer a one hundred percent (100%) interest in the Property to the Optionee, free and clear of any and all Encumbrances save and except for Permitted Encumbrances; and
- (c) the parties shall execute, acknowledge and deliver such other reasonable documents and take such other reasonable actions as may be required to give effect to the exercise of the Option.

Section 2.06 Royalties. Upon the Optionee duly exercising the Option in accordance with the terms and condition set forth herein, the Optionee shall:

- (a) grant the Optionor a 2.0% net smelter returns royalty on the NSR Royalty Property (the “**NSR Royalty**”), on the terms and conditions set forth in Schedule “D”; and
- (b) assume the Optionor’s obligations with respect to the Existing Royalties.

Section 2.07 Exchange Filings. Upon execution of this Option Agreement:

- (a) the Optionee covenants that it will, within the required time, file with the CSE any documents, reports and information, in the required form, required to be filed by applicable securities laws in connection with this Option Agreement, together with any applicable filing fees and other materials; and
- (b) the Optionor covenants that it will, within the required time, file with the TSXV any documents, reports and information, in the required form, required to be filed by applicable securities laws in connection with this Option Agreement, together with any applicable filing fees and other materials.

ARTICLE III. - MATTERS RELATING TO THE PROPERTY

Section 3.01 Possession and working right. During the currency of this Option Agreement, the Optionee shall be the exclusive operator of the Property and shall have the exclusive working right to enter on, have exclusive and quiet possession thereof and conduct exploration, prospecting, development and any other operations on the Property as the Optionee in its sole discretion may decide, including but not limited to the right:

- (a) to erect, bring and install on the Property all buildings, plant, machinery, equipment, tools, appliances or supplies as the Optionee shall deem necessary and proper; and
- (b) to remove from the Property reasonable quantities of rocks, minerals, ores, metals, diamonds and other gems, and to transport them for the purposes of sampling, metallurgical testing and assaying.

Section 3.03 Conduct of operations. All operations conducted by the Optionee shall be in accordance with good exploration, development, mining and reclamation practice, and in compliance with all applicable legislation.

Section 3.04 Maintenance of Property. During the currency of the Option, the Optionee shall carry out sufficient assessment or other work or pay sufficient fees in lieu of such work to maintain the Property in good standing; shall prepare and file the annual assessment reports in cooperation with the Optionor, to comply with the assessment requirements in the Province of Québec. The Optionor shall pay any and all taxes, assessments and other charges lawfully levied or assessed against the Property. The Optionor shall promptly transmit to the Optionee any and all notices pertaining to any and all taxes, assessments and other charges lawfully levied or assessed against the Property, and upon fifteen (15) days of receiving such notice, the Optionee shall reimburse the Optionor for any and all costs associated with the applicable reports and filings.

Section 3.05 Maintenance of Property. Records and Further Assurances. Upon execution of this Option Agreement, the Optionor shall make available to the Optionee all available technical data, geotechnical reports, maps, digital files and other data with respect to the Property, provide all such consents or other documentation and do all such things as may be reasonably requested by the Optionee in connection with completing the transactions contemplated under this Agreement.

ARTICLE IV. – REPRESENTATIONS AND WARRANTIES

Section 4.01 Optionor's representations and warranties. The Optionor represents and warrants to the Optionee that:

- (a) It has been duly incorporated and validly exists as a corporation in good standing under the laws of its jurisdiction of incorporation and has full corporate power and authority to execute and deliver this Option Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate proceedings and obtained all necessary approvals in respect thereof and, upon execution and delivery of this Option Agreement by it, this Option Agreement will constitute a legal, valid and binding obligation of the Optionor enforceable against it in accordance with its terms except that:
 - (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally;
 - (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court;
 - (iii) a court may stay proceedings before it by virtue of equitable or statutory powers; and
 - (iv) rights of indemnity and contribution hereunder may be limited under applicable law;
- (b) neither the execution or delivery of this Option Agreement, nor the performance or observance of the provisions hereof, will conflict with or result in the violation, contravention or breach of, or constitute or result in a default under:
 - (i) any of the terms and provisions of any law applicable to the Optionor;
 - (ii) any agreement, written or oral, to which the Optionor may be a party or by which the Optionor is or may be bound; or

- (iii) the constating documents of the Optionor or of any resolution of its directors or shareholders;
- (c) it has the full and undisputed power, right and authority to enter into and deliver this Option Agreement, to perform and observe the covenants and conditions on its part to be performed and observed herein, and to deal with the Property as provided for in this Option Agreement;
- (d) it is, and during the time of the Option and until an interest is transferred to the Optionee in accordance with Section 2.05, will be the legal, registered and beneficial holder of 100% an undivided interest in the Mineral Rights comprising the Property, free and clear of any and all Encumbrances, other than Permitted Encumbrances;
- (e) except for Permitted Encumbrances, it (i) has not transferred or encumbered, (ii) has not agreed to transfer or encumber, or (iii) will not agree to transfer or encumber all or any of its right, title or interest in and to the Mineral Rights comprising the Property, except as provided for in this Option Agreement;
- (f) the Mineral Rights comprising the Property have been duly and validly staked, located and recorded in accordance with the applicable laws, and are in good standing, and to the best of the Optionor's knowledge, are free and clear of any Encumbrances, except for Permitted Encumbrances;
- (g) there are no actions, suits, claims, proceedings, litigation or investigations pending, or to the best of the Optionor's knowledge after due investigation, threatened, or any judgments outstanding and unsatisfied, against or affecting, any part or all of the Mineral Rights comprising the Property;
- (h) no other person has any agreement or other right to acquire any interest in the Mineral Rights comprising the Property;
- (i) there are not any adverse claims or challenges against or to the ownership of or title to any of the Mineral Rights comprising 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 Mineral Rights comprising the Property or any portion thereof, and except for the Existing Royalties and the NSR Royalty, no person has any royalty or other interest whatsoever in production from the Mineral Rights comprising the Property;
- (j) there is no existing, or to the best of the Optionor's knowledge contemplated or threatened governmental prohibition or moratorium on exploration or development work on the Property;
- (k) conditions on and relating to the Property and all previous work or operations conducted by the Optionor thereon are in material compliance with all applicable laws, regulations or orders relating to environmental matters including, without limitation, waste disposal and storage and neither it, nor to its knowledge any person, has received any notice of any breach of any such laws, and they have no knowledge of any facts which would lead a well-informed operator in the mining industry to believe there are any environmental liabilities associated with the Property, and there are no environmental audits, evaluations, assessments or studies relating to the Property;
- (l) to the best of its knowledge, information and belief, there are no outstanding orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Property and the conduct of operations related thereto, it has not received any notice of the same and it is not aware of any basis on which any such order or direction could be made;

- (m) full and complete copies of all available exploration information and data, including all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) concerning the Property (including all Mineral Rights comprising the Property) in its possession or control have been provided to the Optionee;
- (n) it has all material permits, authorizations, licences, registrations and certificates necessary to carry on its business as currently conducted and as contemplated by this Option Agreement;
- (o) the Optionor is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada); and
- (p) it is not aware of any material fact or circumstance which has not been disclosed to the Optionee, which should be disclosed in order to prevent the representations and warranties in this Section 4.01 from being misleading or which may be material in the Optionee's decision to enter into this Option Agreement.

Section 4.02 Optionee's representations and warranties. The Optionee represents and warrants to the Optionor that:

- (a) it has been duly incorporated and validly exists as a corporation in good standing under the laws of its jurisdiction of incorporation and has full corporate power and authority to execute and deliver this Option Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate proceedings and obtained all necessary approvals in respect thereof and, upon execution and delivery of this Option Agreement by it, this Option Agreement will constitute a legal, valid and binding obligation of the Optionor enforceable against it in accordance with its terms except that:
 - (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally;
 - (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court;
 - (iii) a court may stay proceedings before it by virtue of equitable or statutory powers; and
 - (iv) rights of indemnity and contribution hereunder may be limited under applicable law;
- (b) neither the execution or delivery of this Option Agreement, nor the performance or observance of the provisions hereof, will conflict with or result in the violation, contravention or breach of, or constitute or result in a default under:
 - (i) any of the terms and provisions of any law applicable to the Optionee;
 - (ii) any agreement, written or oral, to which the Optionee may be a party or by which the Optionee is or may be bound; or
 - (iii) the constating documents of the Optionee or of any resolution of its directors or shareholders;
- (c) it has the full and undisputed power, right and authority to enter into and deliver this Option Agreement, to perform and observe the covenants and conditions on its part to be performed and observed herein, and to deal with the Property as provided for in this Option Agreement;

- (d) the Optionee is conducting its business, in all material respects, in compliance with all applicable laws;
- (e) the Optionee has not committed an act of bankruptcy, is not insolvent, has not proposed a compromising arrangement to its creditors generally, has not had any petition for a receiving order in bankruptcy filed against it, has not made a voluntary assignment in bankruptcy, has not taken any proceedings with respect to a compromise or arrangement, has not taken any proceeding to have itself declared bankrupt or wound-up, has not taken any proceeding to have a receiver appointed of any part of its assets, has not had any encumbrancer take possession of any of its property and has not had any execution or distress become enforceable or become levied upon any of its property;
- (f) there is no legal, administrative or other proceeding, claim or action of any nature or investigation pending or, to the knowledge of the Optionee, threatened against or involving the Optionee or which questions or challenges the validity of this Option Agreement, or any action taken or to be taken by the Optionee pursuant to this Option Agreement or any other agreement or instrument to be executed and delivered by the Optionee in connection with the transactions contemplated hereby and the Optionee does not know or have any reason to know of any valid basis for any such legal, administrative, arbitration or other proceeding, claim, action of any nature or investigation;
- (g) the Optionee is a reporting issuer in the each of the Provinces of Canada, is current and up-to-date in all material respects with all filings required to be made pursuant to applicable securities laws and is not included on the list of defaulting reporting issuers maintained by the respective securities commissions in such jurisdictions;
- (h) no order ceasing or suspending trading in the Common Shares nor prohibiting the sale or issue of such securities has been issued by any securities commission of any Province of Canada in respect of the Optionee and its directors, officers or promoters which is currently in effect and, to the best of the Optionee's knowledge, no investigations or proceedings for such purposes are pending or threatened, nor has the Optionee's any knowledge of any fact, matter or thing which could give rise to such order ceasing or suspending trading in the Common Shares; and
- (i) if issued, the Common Shares shall be fully paid and non-assessable upon issuance.

ARTICLE V. - DEFAULT AND TERMINATION

Section 5.01 Event of Default and Termination by Optionor. If the Optionee shall be in default in making any payments within the times required under **Article II** hereof, the Optionor shall have the right to terminate this Option Agreement if written notice of such default has been provided by the Optionor to the Optionee and such default has not been rectified within thirty (30) days from the date of receipt of such notice. The Optionee shall retain any earned interest in the Property.

Section 5.02 Termination by Optionor. The Optionee shall be entitled to terminate this Option Agreement without further liability at any time by giving thirty (30) days written notice of termination to the Optionor.

Section 5.03 Optionee's Responsibilities on Termination. If this Option Agreement is terminated prior to the Optionee earning an interest in the Property hereunder:

- (a) the Optionee shall remove from the Property, within six (6) months of the effective date of termination, all exploration, mining and other facilities erected, installed or brought upon the

Property by or at the instance of the Optionee, and any exploration, mining or other facilities remaining on the Property after the expiration of such six (6) month period shall, without compensation to the Optionee, become the property of the Optionor;

- (b) on the request of the Optionor, the Optionee shall allow the Optionor, at the Optionor's risk, cost and expense, to take possession of all drill cores and cuttings and assay pulps produced from the Property by the Optionee; and
- (c) the Optionee shall leave the claims comprising the Property in good standing under the applicable mineral claims legislation of the Province of Québec at the time of termination of this Option Agreement, with sufficient assessment work done on the claims so they will remain in good standing for a period of one year from the date of termination of this Option Agreement.

ARTICLE VI. - FORCE MAJEURE

Section 6.01 Force Majeure. If the Optionee is prevented or delayed in complying with any provisions of this Option Agreement by reason of strikes, lockouts, labour shortages, power shortages, floods, fires, wars, acts of God, governmental regulations restricting normal operations or any other reason or reasons beyond the control of the Optionee, the time limited for the performance of the various provisions of this Option Agreement as set out above shall be extended by a period of time equal in length to the period of such prevention and delay. The Optionee, insofar as is possible, shall promptly give written notice to the Optionor of the particulars of the reasons for any prevention or delay under this Section 6.01 and shall take all reasonable steps to remove the cause of such prevention or delay as soon as reasonably practicable, and shall give notice to the Optionor as soon as such cause ceases to subsist.

ARTICLE VII. - INDEMNITIES

Section 7.01 Mutual Indemnity. Each party hereto shall and does hereby indemnify and save harmless the other, as well as the other's directors, officers, employees, agents, contractors and shareholders, from and against any and all claims, demands, actions, suits, proceedings, liabilities, losses, damages, costs, expenses, fees, fines, penalties, interests and deficiencies of any nature or kind whatsoever arising by virtue of or in respect of any inaccuracy, misstatement, misrepresentation, act or omission made by such party in connection with any matter set out herein, and any and all claims, demands, actions, suits, proceedings, liabilities, losses, damages, costs, expenses, fees, fines, penalties, interests and deficiencies of any nature or kind whatsoever related or incidental thereto.

Section 7.02 Survival of Indemnities. Notwithstanding any other provision of this Option Agreement, the indemnities provided herein shall remain in full force and effect until all possible liabilities of the persons indemnified thereby are extinguished by the operation of law and will not be limited to or affected by any other indemnity obtained by such indemnified persons from any other person.

Section 7.03 No Waiver. No investigation made by or on behalf of either of the parties hereto at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by the other party herein or pursuant hereto. No waiver by either of the parties hereto of any provision herein, in whole or in part, shall operate as a waiver of any other provision herein. A waiver of any provision of this Option Agreement shall not be effective unless in writing and signed by the party against whom it is to be enforced.

ARTICLE VIII. - LIMITATION OF OBLIGATIONS OF OPTIONEE

Section 8.01 Limitation. It is understood and agreed that nothing contained in this Option Agreement, nor any payment made or incurred by the Optionee on or in connection with the Property or part of it, nor the doing of any act or thing by the Optionee under this Option Agreement shall obligate the Optionee to do anything else under this Option Agreement other than to make payments and incur expenditures to the extent that it may have expressly undertaken to do so pursuant to the terms of this Option Agreement.

ARTICLE IX. - RELATIONSHIP AND OTHER OPPORTUNITIES

Section 9.01 Relationship of Parties. The rights, privileges, duties, obligations and liabilities, as between the parties, shall be separate and not joint or collective and nothing herein contained shall be construed as creating a partnership, association, agency or subject as herein specifically provided, as imposing upon either of the parties any partnership duty, obligation or liability. No party is liable for the acts, covenants and agreements of the other party, except as herein specifically provided.

Section 9.02 Other Opportunities. Each of the parties shall have the free and unrestricted right independently to engage in and receive the full benefits of any and all business endeavors of any sort whatsoever whether or not competitive with the endeavors contemplated herein without consulting the other party or inviting or allowing the other party to participate therein. - **GENERAL**

Section 10.01 Notices. All notices, communications and other documents required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by prepaid registered mail, electronic mail or by facsimile transmission (with confirmed receipt) to the recipient as follows:

(i) in the case of the Optionor:

Abcourt Mines Inc.
475, avenue de l'église
Rouyn-Noranda (quartier Évain)
Québec, J0Z 1Y0

Attention Mr. Pascal Hamelin
Email: phamelin@abcourt.com

(ii) in the case of the Optionee:

Quebec Pegmatite Holdings Corp.
#1500-1055 W Georgia St.
Vancouver, BC V6E 4N7

Attention: Kal Malhi
Email: kal@bullruncapital.ca

and shall be deemed to be validly given and received (i) if personally delivered or sent by electronic mail or by facsimile transmission (with confirmed receipt), on the date of delivery or transmission if delivered or transmitted during normal business hours and on the next business day following the date of delivery or transmission if delivered or transmitted after normal business hours; and (ii) if sent by prepaid registered mail, on the date which is five (5) business days after the date of mailing excluding all days in which postal service is disrupted. Either party may from time to time change its address by notice to the other in accordance with this Section 10.01.

Section 10.02 Entire agreement. This Option Agreement sets forth the entire agreement between the parties, and any persons who have in the past or who are now representing either of the parties, with respect to the subject matter hereof and supersedes all prior communications, understandings and agreements between the parties or any of them with respect to the subject matter hereof.

Section 10.03 Further Assurances. Each party hereto agrees to execute and deliver, or cause to be executed and delivered, such further instruments and assurances, and to do such further acts and things, as may be necessary or desirable to give effect to this Option Agreement, including but not limited to such as may be required for registering or recording changes in the ownership interests in the Property.

Section 10.04 Assignment. Neither party may assign its interest in this Agreement to a third party without the express written consent of the other party, which consent must not be unreasonably withheld. A consenting party does not unreasonably withhold its consent if it requires:

- (i) an agreement in writing from the assigning party to pay all expenses (including legal costs on a solicitor and own client or full indemnity basis, whichever is greater) incurred by the consenting party in investigating the proposed assignee or in connection with the proposed assignment; and
- (ii) the proposed assignee to agree in writing with the consenting party to comply with this Option Agreement as if it were an original party to this Option Agreement.

Section 10.05 Amendment. This Option Agreement may not be amended or modified in any respect except by written instrument signed by the parties.

Section 10.06 Encumbrances. During the currency of the Option, the parties shall not pledge, mortgage, charge or otherwise encumber their rights and obligations under this Option Agreement or their beneficial interest in and to the Property without the consent of the other party, which consent shall not be unreasonably withheld.

Section 10.07 Enurement. This Option Agreement shall enure to the benefit of and be binding on the parties and their respective executors, heirs, administrators, successors and permitted assigns.

Section 10.08 Confidentiality. Except as provided herein, or with the prior written consent of the other parties, each party will keep confidential and not disclose to any third party or the public any Confidential Information (as defined below). The requirement to obtain consent will not apply to a disclosure:

- (i) in confidence to an affiliate, consultant, contractor or subcontractor that has a bona fide need to be informed;
- (ii) to a governmental agency where such disclosure is required by pertinent laws or regulation or the rules of any applicable stock exchange (including the CSE or TSXV);
- (iii) to an investment dealer, broker, bank or similar financial institution, in confidence if required as part of a due diligence investigation by such financial institution in connection with a financing required by such party or its affiliates; or
- (iv) to the public if such disclosure is a technical content press release, or other press release required to be disclosed under applicable securities laws, or the rules or policies of any applicable stock exchange, provided that the releasing party will provide a copy of any such proposed press release in advance of disclosure and allow the other party reasonable time to comment upon such press release.

For the purposes of this paragraph “**Confidential Information**” means all information and documents (whether in tangible or electronic form) relating to the Property including without limitation, documents recording or evidencing expenditures made on the Property, correspondence with government authorities or third parties relating to the Property, all maps, assays, surveys, mosaics, aerial photographs, electromagnetic tapes, sketches, drawings, memoranda, drill cores, drill logs, drilling and assay reports, production reports, samples, metallurgical, geological, geophysical, geochemical and engineering data in respect of the Property and general or detailed strategies relating to operations, other than information that is, or becomes, readily available to the public other than through a breach of this Option Agreement, or that is disclosed lawfully and not in breach of any contractual or other legal obligation to it by a third party.

Section 10.09 Arbitration. Any dispute or conflict between the parties under this Option Agreement which cannot be settled by them shall be submitted to a mutually agreeable mediator who will have no authority to bind the parties and, in the event that mediation efforts are unsuccessful, to a single arbitrator pursuant to the provisions of the *Civil Code of Québec* and *Code of Civil Procedure* (Québec), except as may be agreed by written agreement of the parties or, if the parties cannot agree upon a single arbitrator, to three arbitrators, one appointed by the Optionor, one appointed by the Optionee and a third appointed by the arbitrators appointed by the parties. Arbitration proceedings shall take place in Montréal, Québec, Canada, at such place that the arbitrator or arbitrators shall determine.

Section 10.10 Governing law. This Option Agreement and the rights and obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein. The parties agree that the courts of Québec shall have sole jurisdiction to entertain any action or other legal proceedings based on any provisions of this Option Agreement, and the parties agree to attorn to the jurisdiction of such courts.

Section 10.11 Construction. This Option Agreement has been negotiated and approved by counsel on behalf of each of the parties hereto and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any party hereto by reason of the authorship thereof.

Section 10.12 Counterparts and delivery. The parties may execute this Option Agreement in counterparts and deliver same by electronic mail or facsimile, each electronic mail or facsimile being deemed to be an original and such counterparts, if any, being deemed to form one and the same instrument bearing the date set forth above notwithstanding the date of actual execution.

Section 10.13 Time. Time shall be of the essence hereof.

Section 10.14 Language. The parties have requested that this Option Agreement and all other agreements, documents and notices related thereto be drafted in the English language only. *Les parties ont exigé que la présente convention d’option et tous les autres contrats, documents ou avis y afférents ou accessoires aux présentes soient rédigés en langue anglaise.*

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

ABCOURT MINES INC.

Per: /s/ Pascal Hamelin 6/14/2024

Authorized Signatory
Pascal Hamelin

QUEBEC PEGMATITE HOLDINGS CORP.

Per: /s/ Paul Teniere 6/14/2024

Authorized Signatory
Paul Teniere

Schedule "A"
Description of the Property

141 CDC GESTIM CLAIMS

403584187	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	23	CDC	2228948
402262600	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	23	CDC	2228949
402977789	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	23	CDC	2228950
402262601	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	23	CDC	2228951
403584199	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	24	CDC	2228952
403584207	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	25	CDC	2228953
403584215	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	26	CDC	2228954
403584216	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	26	CDC	2228955
402262560	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	21	CDC	2265744
402977786	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	22	CDC	2265746
403657263	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	22	CDC	2265748
402262615	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	24	CDC	2215505
402262616	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	24	CDC	2215506
403584200	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	24	CDC	2215507
402262638	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	25	CDC	2215508
402262639	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	25	CDC	2215509
402262714	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	28	CDC	2265551
402977781	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	21	CDC	2205838

403584173	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	22	CDC	2205839
403576370	X	Cellule 30" X 30"	Cell 30" X 30"	32C05	23	CDC	2267182
403576371	X	Cellule 30" X 30"	Cell 30" X 30"	32C05	23	CDC	2267183
403576383	X	Cellule 30" X 30"	Cell 30" X 30"	32C05	24	CDC	2267184
403576699	X	Cellule 30" X 30"	Cell 30" X 30"	32C05	24	CDC	2267185
403584214	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	26	CDC	2264407
402262592	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	23	CDC	2261525
402262593	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	23	CDC	2261526
402262594	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	23	CDC	2261527
403584186	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	23	CDC	2261528
403576397	X	Cellule 30" X 30"	Cell 30" X 30"	32C05	25	CDC	2263322
403576705	X	Cellule 30" X 30"	Cell 30" X 30"	32C05	25	CDC	2263323
403576719	X	Cellule 30" X 30"	Cell 30" X 30"	32C05	26	CDC	2263330
403576720	X	Cellule 30" X 30"	Cell 30" X 30"	32C05	26	CDC	2263331
403584235	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	29	CDC	2350856
403584234	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	29	CDC	2276374
403702086	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	6	CDC	2430543
403637951	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	3	CDC	2430544
403684827	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	1	CDC	2430579
403638007	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	1	CDC	2430594

403638012	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	4	CDC	2430599
403638034	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	6	CDC	2430618
403702085	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	6	CDC	2430639
403699236	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	2	CDC	2430633
403638070	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	3	CDC	2430646
403638085	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	3	CDC	2430658
403638094	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	5	CDC	2430666
403638095	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	1	CDC	2430667
403638057	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	4	CDC	2430637
403638027	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	3	CDC	2430612
403637961	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	1	CDC	2430553
403637965	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	2	CDC	2430557
403637972	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	2	CDC	2430564
403701805	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	3	CDC	2430566
403702087	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	6	CDC	2430568
403641283	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	2	CDC	2430574
403637997	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	5	CDC	2430585
403638008	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	5	CDC	2430595
403638011	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	4	CDC	2430598
403638013	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	5	CDC	2430600

403638015	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	2	CDC	2430602
403638039	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	2	CDC	2430622
403638053	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	4	CDC	2430634
403638058	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	3	CDC	2430638
402262559	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	21	CDC	2265743
403657265	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	21	CDC	2265745
402262585	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	22	CDC	2265747
403584208	X	Cellule 30" X 30"	Cell 30" X 30"	32C06	25	CDC	2215510
402263152	R	Rang/Lot	Range/lot			CDC	57448
402263034	R	Rang/Lot	Range/lot			CL	3712862
402263036	R	Rang/Lot	Range/lot			CL	3712861
402263121	R	Rang/Lot	Range/lot			CL	4119653
402263049	R	Rang/Lot	Range/lot			CL	3712863
402263155	R	Rang/Lot	Range/lot			CDC	57451
402263041	R	Rang/Lot	Range/lot			CL	4119633
402263053	R	Rang/Lot	Range/lot			CL	3139933
402263042	R	Rang/Lot	Range/lot			CL	1648372
402263055	R	Rang/Lot	Range/lot			CL	3139932
402263038	R	Rang/Lot	Range/lot			CL	3139931
402263057	R	Rang/Lot	Range/lot			CL	3712851
402263039	R	Rang/Lot	Range/lot			CL	4119634

402263035	R	Rang/Lot	Range/lot			CL	4119642
402263156	R	Rang/Lot	Range/lot			CDC	60593
402263046	R	Rang/Lot	Range/lot			CL	1648362
402263043	R	Rang/Lot	Range/lot			CL	4119632
402263044	R	Rang/Lot	Range/lot			CL	1648361
402263071	R	Rang/Lot	Range/lot			CDC	57444
402263151	R	Rang/Lot	Range/lot			CDC	57447
402258871	R	Rang/Lot	Range/lot			CDC	45132
402263149	R	Rang/Lot	Range/lot			CDC	45141
402263118	R	Rang/Lot	Range/lot			CL	3712852
402263120	R	Rang/Lot	Range/lot			CL	3712854
402263150	R	Rang/Lot	Range/lot			CDC	57446
402263033	R	Rang/Lot	Range/lot			CL	4119652
402263051	R	Rang/Lot	Range/lot			CL	3139934
402263040	R	Rang/Lot	Range/lot			CL	1648371
402263154	R	Rang/Lot	Range/lot			CDC	57450
402263119	R	Rang/Lot	Range/lot			CL	3712853
402263153	R	Rang/Lot	Range/lot			CDC	57449
402263045	R	Rang/Lot	Range/lot			CL	4119631
402263037	R	Rang/Lot	Range/lot			CL	4119641
402258873	R	Rang/Lot	Range/lot			CDC	45134
402258872	R	Rang/Lot	Range/lot			CDC	45133

402263047	R	Rang/Lot	Range/lot			CL	3712864
402263157	R	Rang/Lot	Range/lot			CDC	2091373
402263158	R	Rang/Lot	Range/lot			CDC	2091374
402263159	R	Rang/Lot	Range/lot			CDC	2091375
402263160	R	Rang/Lot	Range/lot			CDC	2091376
402263161	R	Rang/Lot	Range/lot			CDC	2091377
402263079	R	Rang/Lot	Range/lot			CDC	2205830
402263080	R	Rang/Lot	Range/lot			CDC	2205831
402263081	R	Rang/Lot	Range/lot			CDC	2205832
402263082	R	Rang/Lot	Range/lot			CDC	2205833
402263111	R	Rang/Lot	Range/lot			CDC	2205834
402263048	R	Rang/Lot	Range/lot			CDC	2205835
402263050	R	Rang/Lot	Range/lot			CDC	2205836
402263058	R	Rang/Lot	Range/lot			CDC	2205837
403595623	R	Rang/Lot	Range/lot			CDC	2205840
403595625	R	Rang/Lot	Range/lot			CDC	2205841
403595627	R	Rang/Lot	Range/lot			CDC	2205842
403595629	R	Rang/Lot	Range/lot			CDC	2205843
403595631	R	Rang/Lot	Range/lot			CDC	2205844
402262096	R	Rang/Lot	Range/lot			CDC	2210658
403595621	R	Rang/Lot	Range/lot			CDC	2210662
402263106	R	Rang/Lot	Range/lot			CDC	2213329

402263107	R	Rang/Lot	Range/lot			CDC	2213330
402263052	R	Rang/Lot	Range/lot			CDC	2196401
402263054	R	Rang/Lot	Range/lot			CDC	2196402
402263056	R	Rang/Lot	Range/lot			CDC	2196403
402263122	R	Rang/Lot	Range/lot			CDC	2264408
402263123	R	Rang/Lot	Range/lot			CDC	2264409
402263124	R	Rang/Lot	Range/lot			CDC	2264410
402262107	R	Rang/Lot	Range/lot			CDC	2265959
402262106	R	Rang/Lot	Range/lot			CDC	2265553
402258855	R	Rang/Lot	Range/lot			CDC	2267367
402263105	R	Rang/Lot	Range/lot			CDC	2267368
403638005	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	7	CDC	2430592
403653475	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	7	CDC	2430609
403702089	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	8	CDC	2430636
403702088	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	7	CDC	2430644
403654186	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	8	CDC	2430664
403653474	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	8	CDC	2430604
403638103	X	Cellule 30" X 30"	Cell 30" X 30"	32C12	1	CDC	2430674

Schedule "B"
Existing Royalties

[see attached]

Claim Type	No claims	NSR Total	Res. Abites	Orla (1%)	Junita Tedy Asihito/Stéphane Leblanc	Laurentian Goldfields	Sementiou/Tres-or	Roger Bureau	Placement J-E Jolin	Récupération MAP
CDC	2228948	3%		Orla (1%)		2%				
CDC	2228949	3%		Orla (1%)		2%				
CDC	2228950	3%		Orla (1%)		2%				
CDC	2228951	3%		Orla (1%)		2%				
CDC	2228952	3%		Orla (1%)		2%				
CDC	2228953	3%		Orla (1%)		2%				
CDC	2228954	3%		Orla (1%)		2%				
CDC	2228955	3%		Orla (1%)		2%				
CDC	2265744	3%		Orla (1%)		2%				
CDC	2265746	3%		Orla (1%)		2%				
CDC	2265748	3%		Orla (1%)		2%				
CDC	2218505	3%		Orla (1%)				2%		
CDC	2218506	3%		Orla (1%)				2%		
CDC	2218507	3%		Orla (1%)				2%		
CDC	2218508	3%		Orla (1%)				2%		
CDC	2218509	3%		Orla (1%)				2%		
CDC	2265551	3%		Orla (1%)		2%				
CDC	2205838	3%		Orla (1%)		2%				
CDC	2205839	3%		Orla (1%)		2%				
CDC	2267182	3%		Orla (1%)			2%			
CDC	2267183	3%		Orla (1%)			2%			
CDC	2267184	3%		Orla (1%)			2%			
CDC	2267185	3%		Orla (1%)			2%			
CDC	2264407	3%		Orla (1%)			2%			
CDC	2261525	3%		Orla (1%)		2%				
CDC	2261526	3%		Orla (1%)		2%				
CDC	2261527	3%		Orla (1%)		2%				
CDC	2261528	3%		Orla (1%)		2%				
CDC	2263322	3%		Orla (1%)			2%			
CDC	2263323	3%		Orla (1%)			2%			
CDC	2263330	3%		Orla (1%)			2%			
CDC	2263331	3%		Orla (1%)			2%			
CDC	2350856	2.50%		Orla (1%)					1.50%	
CDC	2276374	2.50%		Orla (1%)					1.50%	
CDC	2265743	3%		Orla (1%)		2%				
CDC	2265745	3%		Orla (1%)		2%				
CDC	2265747	3%		Orla (1%)		2%				
CDC	2218510	3%		Orla (1%)		2%				

CDC	57448	2.50%	10\$/oz	Orla (1%)					1.50%	
CL	3712862	4%	10\$/oz	Orla (1%)						3%
CL	3712861	4%	10\$/oz	Orla (1%)						3%
CL	4119653	4%	10\$/oz	Orla (1%)						3%
CL	3712863	4%	10\$/oz	Orla (1%)						3%
CDC	57451	2.50%	10\$/oz	Orla (1%)					1.50%	
CL	4119633	4%	10\$/oz	Orla (1%)						3%
CL	3139933	4%	10\$/oz	Orla (1%)						3%
CL	1648372	4%	10\$/oz	Orla (1%)						3%
CL	3139932	2.50%		Orla (1%)					1.50%	
CL	3139931	2.50%		Orla (1%)					1.50%	
CL	3712851	4%	10\$/oz	Orla (1%)						3%
CL	4119634	4%	10\$/oz	Orla (1%)						3%
CL	4119642	4%	10\$/oz	Orla (1%)						3%
CDC	60593	2.50%		Orla (1%)					1.50%	
CL	1648362	4%	10\$/oz	Orla (1%)						3%
CL	4119632	4%	10\$/oz	Orla (1%)						3%
CL	1648361	4%	10\$/oz	Orla (1%)						3%
CDC	57444	2.50%	10\$/oz	Orla (1%)					1.50%	
CDC	57447	2.50%	10\$/oz	Orla (1%)					1.50%	
CDC	45132	2.50%	10\$/oz	Orla (1%)					1.50%	
CDC	45141	2.50%	10\$/oz	Orla (1%)					1.50%	
CL	3712862	4%	10\$/oz	Orla (1%)						3%
CL	3712854	4%	10\$/oz	Orla (1%)						3%
CDC	57446	2.50%	10\$/oz	Orla (1%)					1.50%	
CL	4119652	4%	10\$/oz	Orla (1%)						3%
CL	3139934	4%	10\$/oz	Orla (1%)						3%
CL	1648371	4%	10\$/oz	Orla (1%)						3%
CDC	57450	2.50%	10\$/oz	Orla (1%)					1.50%	
CL	3712853	4%	10\$/oz	Orla (1%)						3%
CDC	57449	2.50%	10\$/oz	Orla (1%)					1.50%	
CL	4119631	4%	10\$/oz	Orla (1%)						3%
CL	4119641	4%	10\$/oz	Orla (1%)						3%
CDC	45134	2.50%	10\$/oz	Orla (1%)					1.50%	
CDC	45133	2.50%	10\$/oz	Orla (1%)					1.50%	
CL	3712864	4%	10\$/oz	Orla (1%)						3%

CDC	2091373	2.50%	Oria (1%)					1.50%	
CDC	2091374	2.50%	Oria (1%)					1.50%	
CDC	2091375	2.50%	Oria (1%)					1.50%	
CDC	2091376	2.50%	Oria (1%)					1.50%	
CDC	2091377	2.50%	Oria (1%)					1.50%	
CDC	2205830	3%	Oria (1%)			2%			
CDC	2205831	3%	Oria (1%)			2%			
CDC	2205832	3%	Oria (1%)			2%			
CDC	2205833	3%	Oria (1%)			2%			
CDC	2205834	3%	Oria (1%)			2%			
CDC	2205835	3%	Oria (1%)			2%			
CDC	2205836	3%	Oria (1%)			2%			
CDC	2205837	3%	Oria (1%)			2%			
CDC	2205840	3%	Oria (1%)			2%			
CDC	2205841	3%	Oria (1%)			2%			
CDC	2205842	3%	Oria (1%)			2%			
CDC	2205843	3%	Oria (1%)			2%			
CDC	2205844	3%	Oria (1%)			2%			
CDC	2210588	3%	Oria (1%)			2%			
CDC	2210662	3%	Oria (1%)			2%			
CDC	2213329	3%	Oria (1%)						2%
CDC	2213330	3%	Oria (1%)						2%
CDC	2196401	3%	Oria (1%)						2%
CDC	2196402	3%	Oria (1%)						2%
CDC	2196403	3%	Oria (1%)						2%
CDC	2264408	3%	Oria (1%)			2%			
CDC	2264409	3%	Oria (1%)			2%			
CDC	2264410	3%	Oria (1%)			2%			
CDC	2265959	2.50%	Oria (1%)					1.50%	
CDC	2265953	3%	Oria (1%)			2%			
CDC	2267367	3%	Oria (1%)			2%			
CDC	2267368	3%	Oria (1%)			2%			

Schedule "C"
NSR Royalty Property

[see attached]

Claim Type	Claims Subject to NSR Royalty	Note:
CDC		2430543
CDC		2430544
CDC		2430579 See Map
CDC		2430594 See Map
CDC		2430599
CDC		2430618
CDC		2430639
CDC		2430633 See Map
CDC		2430646 See Map
CDC		2430658
CDC		2430666
CDC		2430667 See Map
CDC		2430637
CDC		2430612
CDC		2430553 See Map
CDC		2430557 See Map
CDC		2430564
CDC		2430566 See Map
CDC		2430568
CDC		2430574 See Map
CDC		2430585
CDC		2430595
CDC		2430598
CDC		2430600
CDC		2430602 See Map
CDC		2430622
CDC		2430634
CDC		2430638 See Map
CDC		2430592
CDC		2430609
CDC		2430636
CDC		2430644
CDC		2430664
CDC		2430604
CDC		2430674 See Map

Schedule “D”
NSR Royalty Terms and Conditions

This is Schedule D to the Option Agreement among between Quebec Pegmatite Holdings Corp. and Abcourt Mines Inc. dated June 14, 2024 (the “**Agreement**”). Capitalized terms used but not defined in this Schedule D have the meaning given to them in the Agreement.

1. NSR Royalty. Pursuant to the Agreement to which this Schedule is attached, Abcourt Mines Inc. (the “**Royalty Holder**”) will be entitled, upon Commencement of Commercial Production, to a NSR Royalty payable by Quebec Pegmatite Holdings Corp. or its permitted assignee (the “**Royalty Payor**”), which will be equal to an aggregate of two percent (2.0%) of Net Smelter Returns (as defined below).
2. Real Right in the NSR Royalty Property. The Royalty Payor hereby acknowledges and agrees that, to the extent permissible under applicable laws, the Royalty Holder holds a direct real right in the NSR Royalty Property (and in associated mineral substances), provided such interest shall be satisfied in respect of any particular mineral by the payment to the Royalty Holder of the NSR Royalty in respect thereof.
3. Interest in the NSR Royalty Property. To the fullest extent permissible under applicable laws, the parties agree that:
 - a. the NSR Royalty will run with the title to the NSR Royalty Property, and any disposition or transfer of the NSR Royalty Property, or any interest therein, shall be subject to the Royalty;
 - b. any sale or other disposition by the Royalty Payor of any interest in the NSR Royalty Property will be effected only in accordance with article 15 hereof;
 - c. the Royalty Payor will, upon request by the Royalty Holder, sign and deliver to the Royalty Holder, and the Royalty Holder may register or otherwise record against the NSR Royalty Property, this Agreement or a notice of this Agreement, that will have the effect of giving notice of the existence of the NSR Royalty to third persons and protecting the Royalty Holder’s right to receive the NSR Royalty; and
 - d. the Royalty Holder may at any time require the Royalty Payor or its Affiliates to grant to it a hypothec or security interest over the NSR Royalty Property or other security interest in Minerals extracted from the NSR Royalty Property to secure the payment of the NSR Royalty and the covenants and obligations under this Agreement. The hypothec and/or security documents shall be in a form acceptable to the Royalty Holder acting reasonably and shall be recorded against the NSR Royalty Property senior to any and all other Encumbrances, other than the Permitted Encumbrances.
4. Term. The NSR Royalty shall be perpetual. If a court of competent jurisdiction determines that any provision hereof violates a legal rule against perpetuities, then such provision shall automatically be revised and reformed as necessary in order for the NSR Royalty to terminate on the end of the maximum time permitted under applicable laws for the NSR Royalty to be valid.
5. Interpretation. 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 NSR Royalty 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 NSR Royalty Property or from a concentrator, whether situated on or off the NSR Royalty Property, to a smelter, refinery or other place of treatment; and
 - (iii) ad valorem taxes and taxes based upon production, but not income taxes.
6. Quantum. 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 the Agreement.
7. Sampling and Testing. 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 NSR Royalty 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.
8. Commingling. The Royalty Payor will have the right to commingle with ore from the Mineral Rights located on the NSR Royalty 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 NSR Royalty 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 NSR Royalty Property.
9. Payments. 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 NSR Royalty Property. All Royalty payments required to be made hereunder shall be made by wire transfer to the account designated by the Royalty Holder.
10. Accounts and Audit. 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 NSR Royalty 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.

11. Overpayments. 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.
12. Underpayments. 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.
13. Records. The Royalty Payor agrees to maintain for each mining operation on the Mineral Rights located on the NSR Royalty 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 NSR Royalty 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 the 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 Royalty Payor), provided such copies and extracts are maintained as confidential by the Royalty Holder.
14. Assignment by Royalty Holder. The Royalty Holder shall have the right to assign the NSR Royalty, or the benefit thereof, to any third party upon providing notice in writing to the Royalty Payor.
15. Transfer of NSR Royalty Property by Royalty Payor. The Royalty Payor shall not transfer or assign all or any of its rights, title and interest in and to the NSR Royalty Property unless the transferee or assignee enters into a written agreement to be bound by the terms of this Agreement (to the extent of the interest transferred or assigned).
16. Assignment by Royalty Payor. The Payor shall not assign this Agreement or any rights and obligations under this Agreement except to an Affiliate of the Royalty Payor or in connection with a transfer or assignment contemplated by article 15, provided that such Affiliate or other transferee or assignee enters into a written agreement to be bound by the terms of this Agreement.
17. Governing Law. This Agreement shall be governed by the laws of the Province of Québec and the federal laws of Canada applicable therein.
18. Performance. The failure of the Royalty Holder or the Royalty Payor to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit the Royalty

Holder's or the Royalty Payor's right thereafter to enforce any provision or exercise any right hereunder.

19. Waiver. A waiver of any provision of this Agreement shall not be effective unless in writing and signed by the party against whom it is to be enforced.
20. Invalidity of Provisions. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.
21. Enurement. This Agreement shall be binding on and shall enure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and permitted assigns of the Royalty Holder and the Royalty Payor.
22. Amendment. No modification or amendment of this Agreement shall be valid unless made in writing and duly executed by the Royalty Holder and the Royalty Payor.
23. No Prior Agreements. This Agreement and the Option Agreement contain the entire understanding of the Royalty Holder and the Royalty Payor and supersedes all prior agreements and understandings between the Royalty Holder and the Grantor relating to the subject matter hereof.
24. Counterparts. This Agreement may be executed in counterparts by original or electronic or facsimile signature, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same document.
25. Language. The Parties have requested that this Agreement and all other agreements, documents and notices related thereto be drafted in the English language only. *Les parties ont exigé que le présent acte et tous les autres contrats, documents ou avis y afférents ou accessoires aux présentes soient rédigés en langue anglaise.*

[signature page follows]

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

ABCOURT MINES INC.

Per: _____
Authorized Signatory

QUEBEC PEGMATITE HOLDINGS CORP.

Per: _____
Authorized Signatory

