

MINERAL PROPERTY OPTION AGREEMENT

THIS AGREEMENT is dated effective September 17, 2024.

BETWEEN:

BULL RUN CAPITAL INC., a corporation incorporated under the laws of British Columbia, having a business office at 10589 Ladner Trunk Road, Delta, British Columbia V4K 3N3

(the “**Optionor**”)

AND:

LAFLEUR MINERALS INC., a corporation incorporated under the laws of British Columbia, having a business office at 1500-1055 West Georgia Street, Vancouver, British Columbia V6E 4N7

(the “**Optionee**”)

WHEREAS:

- A. The Optionor is the registered and beneficial owner of certain mining claims and a mining lease collectively known as the Monarch Property located in the Province of Quebec as further described in Schedule “A” hereto (collectively, the “**Property**”); and
- B. The Optionor has agreed to grant an exclusive option to the Optionee to acquire a 100% interest in and to the Property, on the terms and conditions hereinafter set forth (the “**Option**”).

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) “**Act**” has the meaning set forth in Section 11.4;
- (b) “**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;

- (c) “**After-Acquired Property**” has the meaning set forth in Section 8.1;
- (d) “**Agreement**” means this Mineral Property Option Agreement and the Schedule hereto;
- (e) “**Applicable Securities Laws**” means, collectively, and as the context may require, the securities legislation having application and the rules, policies, notices and orders issued by securities regulatory authorities having application in the circumstances;
- (f) “**Area of Common Interest**” means the area lying within five (5) kilometres of the perimeter of the Property;
- (g) “**Business Day**” means any day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia or Montreal, Quebec;
- (h) “**Closing**” has the meaning set forth in Section 5.1;
- (i) “**Commercial Production**” means the first day of the first period of thirty (30) consecutive working days (excluding days, if any, where mining is legally required to be suspended) during which mining has been conducted on any portion of the Property for the purpose of earning revenue, on a reasonably regular basis and whereby marketable Products are being produced at a rate of 60% or more of the production rate specified in the most recent feasibility study (as defined in National Instrument 43-101 – Standards of Disclosure for Mineral Projects) by the processing facilities constructed on or used for the benefit of the relevant portion of the Property, provided that no period of time during which Products are processed for bulk sampling or other testing purposes, shall be taken into account in determining the date of Commercial Production;
- (j) “**CSE**” has the meaning set forth in Section 3.1(c);
- (k) “**Effective Date**” means the date of this Agreement;
- (l) “**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;
- (m) “**Environmental Laws**” means all applicable federal, provincial, municipal and local laws, statutes, ordinances, by-laws, regulations, orders, directives and decisions, rendered by any ministry, department or administrative or regulatory agency relating to pollution or protection of the environment, reclamation, public health and safety, or employee health and safety, including laws relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, or chemical, industrial, hazardous, or toxic materials or wastes into ambient air, surface water, ground water, or lands or otherwise relating to the existence, manufacture, processing, distribution, use, treatment, storage, disposal, recycling, transport, or handling or reporting or notification to any Governmental Authority in the collection, storage, use, treatment or disposal of pollutants, contaminants, or chemical, industrial, hazardous, or toxic materials or wastes;
- (n) “**Exploration Data**” means any map, 3D representation, drill core, sample, assay, drill logs, geological, geophysical, geochemical or other technical report and any study, design, plan and financial or other record (whether in tangible or electronic form) related to the Property;

- (o) “**Exploration Expenditures**” means all costs and expenses of whatever kind or nature spent or incurred in the conduct of operations on the Property including:
- (i) in preparing for and in the application for and acquisition of environmental and other permits necessary or desirable to commence and complete exploration and development activities, including the cash amount of any bonds posted for required reclamation on the Property;
 - (ii) in undertaking geochemical, geophysical, geological surveys and airborne surveys, bulk sampling, prospecting, drilling, assaying and metallurgical testing in, on or in respect of the Property, including costs of surface access, establishment of grids, assays, metallurgical testing and other tests and analyses to determine the quantity and quality of minerals, water and other materials or substances;
 - (iii) in the preparation of work programs and the presentation and reporting of data and other results obtained from those work programs including any program for the preparation of a feasibility study or other evaluation of the Property;
 - (iv) for environmental remediation and rehabilitation;
 - (v) for keeping the Property in good standing (including holding costs);
 - (vi) in acquiring or obtaining the use of facilities, equipment or machinery, and for all parts, supplies and consumables;
 - (vii) travelling expenses of all persons engaged in work with respect to and for the benefit of the Property, including for their food, lodging and other reasonable needs;
 - (viii) payments of fees, wages, salaries and fringe benefits to employees, contractors or consultants for work done, services rendered or materials supplied; and
 - (ix) an amount for administration equal to 10% of all costs and expenses listed in (i) through (viii) of this definition;
- (p) “**GMR Royalty**” has the meaning set forth in Section 4.9;
- (q) “**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;
- (r) “**Indemnified Person**” has the meaning set forth in Section 12.3(f);
- (s) “**Inferred Mineral Resource Estimate**” has the meaning set forth in Section 4.2;
- (t) “**Loss**” has the meaning set forth in Section 12.3(f);
- (u) “**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 Mineral Right;
- (v) “**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;
- (w) “**Operations**” means every kind of work done on or in respect of the Property, including investigating, prospecting, exploring, analysing, property maintenance, sampling, assaying, preparation of reports, estimates and studies (including feasibility studies), filing assessment work, surveying, rehabilitation, reclamation and environmental protection, and any management and administration necessary to conduct the foregoing work or activities;
- (x) “**Option**” has the meaning set forth on the face page hereof;
- (y) “**Optionee**” has the meaning set forth on the face page hereof;
- (z) “**Optionee Equipment**” has the meaning set forth in Section 12.3(e);
- (aa) “**Optionee Shares**” means common shares in the capital of the Optionee;
- (bb) “**Optionor**” has the meaning set forth on the face page hereof;
- (cc) “**Option Period**” means the period from the date hereof to and including the Option Termination Date;
- (dd) “**Option Termination Date**” means the date that is three (3) years from the Effective Date;
- (ee) “**parties**” means the Optionor and the Optionee, collectively, and “**party**” means either the Optionor or the Optionee, as the context dictates;
- (ff) “**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, and (e) encumbrances arising under this Agreement;

(gg) “**person**” means an individual, corporation, body corporate, partnership, optionee, association, trust or unincorporated organization or a trustee, executor, administrator or other legal representative;

(hh) “**Products**” means all metals, ores, concentrates, minerals and mineral resources extracted or produced in the Property;

(ii) “**Property**” has the meaning set forth in Recital (A), and for further clarity means the mineral claims described in Schedule “A” as they may be augmented under Part 8, and all mining leases and other mining rights and interests derived from any such claims, and a reference herein to a mineral claim comprising the Property includes any mineral leases or other interests into which such mineral claim may have converted and Property includes all Property Rights;

(jj) “**Property Rights**” means all the licenses, permits, easements, rights-of-way, certificates and other approvals obtained by any person before or after the date of this Agreement and necessary or desirable for the exploration and development of the Property, or for the purpose of the commencing or continuing Commercial Production;

(kk) “**Releasing Party**” has the meaning set forth in Section 10.2;

(ll) “**Reorganization**” has the meaning set forth in Section 4.5; and

(mm) “**Reviewing Party**” has the meaning set forth in Section 10.2.

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, clause, subclause or other subdivision or Schedule;

(b) a reference to a Part means a Part of this Agreement and a reference to a Section means a section, paragraph or subparagraph of this Agreement so designated;

(c) the 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;

(d) the word “**including**”, when following a general statement, term or matter, is not to be construed as limiting such general statement, term or matter to the specific items or matters set forth or to similar items or matters (whether or not qualified by non-limiting language such as “without limitation” or “but not limited to” or words of similar import) but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its possible scope;

- (e) where the phrase “**to the knowledge of**” or phrases of similar import are used in respect of the parties, it will be a requirement that the party in respect of who the phrase is used will have made such due inquiries as is reasonably necessary to enable such party to make the statement or disclosure;
- (f) all references to currency mean Canadian dollars; and
- (g) 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.

PART 2

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE OPTIONOR

Representations and Warranties

2.1 The Optionor represent and warrant to the Optionee that:

- (a) the Optionor 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 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 Agreement by it, this Agreement will constitute a legal, valid and binding obligation 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 of this Agreement nor the consummation of the transactions contemplated hereby conflict with, result in a breach of any agreement to which it is a party;
- (c) no proceedings are pending for, and the Optionor is unaware of, any basis for the institution of any proceedings leading to the placing of the Optionor in bankruptcy or subject to any other laws governing the affairs of insolvent persons;
- (d) no third-party consent of any kind is required by the Optionor to enter into this Agreement and grant the Option contemplated hereby;
- (e) the Optionor is legally entitled to hold the Property and the Property Rights and will remain so entitled until the interest of the Optionor in the Property which is subject to the Option has been duly exercised;

- (f) the Property is properly and accurately described in Schedule "A";
- (g) the Optionor is the legal and beneficial owner of a 100% interest in and to the Property;
- (h) the mineral claims comprising the Property 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 are free and clear of all Encumbrances, except for Permitted Encumbrances;
- (i) to the knowledge of the Optionor there is no proposal to terminate or vary the terms of or rights attaching to, the Property from any Governmental Authority, or of any challenge to the Optionor's right, title or interest in the Property;
- (j) there are not any adverse claims or challenges against or to the ownership of or title to any of the mineral claims comprising the Property, nor 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 no person has any royalty or other interest whatsoever in production from any of the mineral claims comprising the Property;
- (k) 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 the Operations related to the Property, and the Optionor has received any notice of the same and it has no knowledge of any basis on which any such order or direction could be made;
- (l) all work carried out, or caused to be carried out, on the Property by the Optionor and has been carried out in substantial compliance with all applicable laws, including Environmental Laws, and the Optionor has not received any notice of any breach of any such laws, and it has 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;
- (m) there is no claim, complaint or other proceeding initiated by or on behalf of any aboriginal group or to which any aboriginal group is legally a necessary party pending or, to the knowledge of the Optionor, threatened by any aboriginal group with respect to the Optionor's exploration of the Property and the Optionor has not engaged in any negotiations with any aboriginal group in respect of the Property or entered into any impact and benefits agreement with any aboriginal group in respect of the Property;
- (n) there are no conflicts between the Optionor and either the communities or the surface lands titleholders that are located within the mining rights of the Property or in peripheral areas that serve to access or explore the Property;
- (o) the Optionor has not entered into any agreement, economic or otherwise, with the communities or with the holders of rights in the areas of the Property or in peripheral areas that serve as an access or for further exploration of the Property, and the Optionor has all rights of access needed to access the Property;
- (p) the Optionor's ownership of the Property is in compliance with, and is not in default or violation in any material respect under, and the Optionor has not been charged with or received any notice at any time of any material violation of any statute, law, ordinance, regulation, rule

decree or other applicable regulation in connection with the Optionor's ownership of the Property; and

(q) the Optionor has made full disclosure to the Optionee of all material facts of which the Optionor had knowledge relating to the Property and all material information that Optionee possesses which relates to the Property which could reasonably be expected to have an effect upon Optionee determining whether it shall enter into this Agreement.

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 and for two years thereafter.

Covenants

2.3 The Optionor hereby covenant and agree 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 Exploration Data in each of the Optionor's possession respecting the Property.

2.4 During the Option Period, the Optionor shall not:

(a) dispose of, grant any interest, permit an Encumbrance (other than a Permitted Encumbrance) to exist on or otherwise encumber, any of the Property;

(b) enter into any contract or any other transaction that could affect any of the Property, except with the prior written consent of Optionee;

(c) terminate, cancel, modify, or amend in any respect any contract related to the Property or take or fail to take any action that would entitle any party to a contract related to the Property to terminate, modify, cancel, or amend such contract; or

(d) agree, commit, or enter into any understanding to take any action set out in paragraphs (a), (b) or (c) of this Section 2.4.

2.5 The covenants and agreements contained in Section 2.3 and Section 2.4 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 Section 2.3 and Section 2.4 survive the execution hereof and continue through the Option Period and for two years thereafter.

PART 3 REPRESENTATIONS AND WARRANTIES OF THE OPTIONEE

Representations and Warranties

3.1 The Optionee represents and warrants to the Optionor that:

(a) it has been duly incorporated and validly exist 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 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 Agreement by it, this Agreement will constitute a legal, valid and binding obligation of the Optionee 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) the Optionee is a reporting issuer in the Provinces of British Columbia, Ontario, and Alberta, 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;
- (c) the Optionee Shares are listed for trading on the Canadian Securities Exchange (the "CSE");
- (d) no order ceasing or suspending trading in the Optionee 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 Optionee Shares;
- (e) if issued, the Optionee Shares shall be fully paid and non-assessable upon issuance
- (f) the Optionee is lawfully authorized to hold mineral claims and real property under the laws of the jurisdiction in which the Property is situate; and
- (g) neither the execution nor delivery of this Agreement by the Optionee, nor the performance by the Optionee of its obligations hereunder conflicts with its constating documents or any agreement to which it is bound.

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 and for two years thereafter.

PART 4
GRANT OF OPTION AND ROYALTY

Grant of Option

4.1 The Optionor hereby grants to the Optionee, for cash consideration of \$1 to be paid by the Optionee to the Optionor on the Effective Date, the sole and exclusive right to the Option. The Optionee may exercise the Option and acquire a 100% interest in the Property free and clear of all Encumbrances (subject to any Permitted Encumbrances) by:

- (a) issuing to the Optionor an aggregate of 8,000,000 Optionee Shares as follows:
 - (i) an initial 4,000,000 Optionee Shares within fifteen (15) Business Days of the Effective Date; and
 - (ii) a further 4,000,000 Optionee Shares on or prior to the one (1) year anniversary of the Effective Date;
- (b) paying the Optionor \$800,000 in cash as follows:
 - (i) an initial \$250,000 within forty-five (45) days of the Effective Date; and
 - (ii) a further \$550,000 on or before the date that is one (1) year from the Effective Date; and
- (c) incurring an aggregate of at least \$2,500,000 in Exploration Expenditures by the end of the Option Period, as follows:
 - (i) \$400,000 of Exploration Expenditures by the date that is one year from the Effective Date;
 - (ii) \$600,000 of Exploration Expenditures by the date that is two years from the Effective Date; and
 - (iii) \$1,500,000 of Exploration Expenditures by the date that is three years from the Effective Date.

Resource Estimate

4.2 The Optionee shall be required to issue the Optionor a further 4,000,000 Optionee Shares on or prior to the date which is thirty (30) Business Days following the date on which the Optionee announces an inferred mineral resource estimate (as defined in National Instrument 43-101 – Standards of Disclosure for Mineral Projects) of no less than 500,000 ounces gold equivalent on the Property and all adjoining mineral claims owned or over which the Optionor has the option to acquire in the Province of Quebec (the “**Inferred Mineral Resource Estimate**”). The obligation of the Optionee to issue an additional 4,000,000 Optionee Shares to the Optionor upon the announcement of an Inferred Mineral Resource Estimate shall survive indefinitely following the Effective Date. Notwithstanding the foregoing, and for greater certainty, the Optionee shall not be required to issue the additional 4,000,000 Optionee Shares to the Optionor as contemplated in this Section 4.2 in order to exercise the Option.

Deemed Price

4.3 All Optionee Shares issued pursuant to this Agreement will be issued at a deemed price equal to the volume weighted average trading price of the Optionee Shares on the CSE for the five trading days prior to the date on which the Optionee Shares must be issued as set forth in Section 4.1.

Resale Restrictions

4.4 All Optionee Shares issued pursuant to this Agreement will be subject to a restricted resale period of four (4) months plus one (1) day in accordance with Applicable Securities Laws. 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 its Optionee Shares, if issued.

Reorganization

4.5 In the event of any capital reorganization, including any subdivision or any reclassification of the capital of the Optionee, or in the case of the consolidation, merger, amalgamation or other business combination of the Optionee with or into any other company (in each case, a “**Reorganization**”), the number of Optionee Shares to be issued pursuant to 4.1 of this Agreement will be adjusted such that the Optionor will receive the same proportionate number of Optionee Shares (and/or any other securities of the Optionee or securities of any entity resulting from such Reorganization) as it would be entitled to receive had it held the applicable Optionee Shares immediately prior to the time of such Reorganization.

Cash Payment

4.6 The Optionee may in its sole discretion satisfy the requirements to incur Exploration Expenditures as set forth in Section 4.1(c) by making a cash payment to the Optionor in an amount equal to the outstanding Exploration Expenditures within the timelines set forth in Section 4.1(c).

Acceleration

4.7 At any time during the term of this Agreement, the Optionee shall have the right but not the obligation to accelerate the incursion of Exploration Expenditures set forth in Section 4.1. An acceleration of the incursion of the Exploration Expenditures set forth in Section 4.1 shall not obligate the Optionee to accelerate the incursion of any or all subsequent Exploration Expenditures set forth in Section 4.1.

Option Exercise

4.8 Following the completion of the transactions described in Section 4.1, and subject to the satisfaction of the requirements of Part 5, the Option will be deemed to have been exercised, and the Optionee will have earned a 100% interest in the Property. If the Optionee does not fulfill all the terms and conditions described in Section 4.1, the Optionee will have earned no interest in the Property.

Royalty

4.9 Upon the exercise of the Option, the Optionee shall grant the Optionor a 2.0% Gross Metals Royalty (the “**GMR Royalty**”) on Products sold from the Property, subject to the conditions herein specified in Schedule “B” in this Agreement.

4.10 The Optionor shall have the right to assign the GMR Royalty, or the benefit thereof, to any third party upon providing notice in writing to Optionee.

Section 85 Tax Election

4.11 At any time following the exercise of the Option, upon written request of the Optionor:

(a) The Optionee shall jointly elect with the Optionor under subsection 85(1) of the *Tax Act* (and the corresponding provisions of any applicable provincial legislation) with respect to the transfer of the 100% interest in the Property. The agreed amount for the purposes of such election will be at the discretion of the Optionor, provided that it is within the limits prescribed by section 85 of the *Tax Act* (and the corresponding provisions of any applicable provincial legislation).

(b) The Optionor shall prepare the joint election referred to in Section 4.11(a) in the form and manner prescribed by the *Tax Act* (and any applicable provincial legislation) and provide a copy thereof to the Optionee. The Optionee shall, within ten (10) Business Days of the receipt of any such joint election, return to the Optionor a copy of such election duly executed by or on behalf of the Optionee. The Optionor shall file the duly executed joint election(s) in the manner prescribed by the *Tax Act* (and any applicable provincial legislation).

(c) For greater certainty, the Optionor shall not be responsible for any taxes of the Optionee resulting from the joint election referred to in Section 4.11(a), or from any failure to properly prepare and timely file such election.

(d) At the Optionor's request, the Optionee shall consent to a request to the Minister of National Revenue, or other taxing authority having jurisdiction, to amend any such elections in the manner requested by the Optionor.

PART 5 EXERCISE OF OPTION

Closing

5.1 The closing of the exercise of the Option (the "**Closing**") shall occur at a date, time and location agreeable to the parties no later than fifteen (15) days after the date that the Optionee provides notice to the Optionor of the satisfaction of the conditions in Section 4.1 hereof.

Deliveries at Closing

5.2 At Closing, the following events shall occur, each being a condition precedent to the others, and each being deemed to have occurred simultaneously with the others:

(a) the Optionor shall execute and deliver to the Optionee such documents as necessary to convey to the Optionee a 100% interest in the claims comprising the Property free and clear of all Encumbrances, other than Permitted Encumbrances, and the Optionee at its sole cost and expense shall obtain all required approvals and consents to register the claims thereafter; and

(b) the parties shall execute, acknowledge, and deliver such other documents and take such other actions as may be required to give effect to the exercise of the Option.

**PART 6
RIGHT OF ENTRY**

6.1 Throughout the Option Period, the directors and officers of the Optionee, and its servants, agents and independent contractors, will, to the extent permitted under the terms of the Mineral Rights that comprise the Property and applicable law, have the sole and exclusive right in respect of the Property to:

- (a) do such prospecting, exploration, development and/or mining work thereon and thereunder as the Optionee may, in its sole discretion, determine to be necessary, desirable or advisable;
- (b) 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;
- (c) 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; and
- (d) secure, maintain and comply with all permits required to be maintained under applicable laws, rules, orders, and regulations, including mineral exploration, municipal and environmental permits and post all required bonds or other surety in connection therewith.

**PART 7
OBLIGATIONS OF THE OPTIONEE DURING OPTION PERIOD**

7.1 During the Option Period, unless otherwise agreed between the parties in writing, the Optionee will:

- (a) maintain in good standing the mineral claims comprising the Property free and clear of all Encumbrances, except for Permitted Encumbrances, and will at its expense (i) make all payments and file records of all assessment work necessary to maintain the Property in good standing; and (ii) prepare and file all necessary land use reports with applicable Government Authorities;
- (b) permit the directors, officers, employees and designated consultants of the Optionor, at their own risk, to access to the Property at all reasonable times, and provided that the Optionor agrees to indemnify the Optionee against and to save the Optionee harmless from all costs, claims, liabilities and expenses 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; and
- (c) do all work on the Property in a good and work-person-like fashion and in accordance with all applicable laws, regulations, orders, and ordinances of any Governmental Authority.

**PART 8
SURRENDER OF PROPERTY INTERESTS BEFORE TERMINATION OF AGREEMENT AND
AREA OF COMMON INTEREST**

Acquisition of After-Acquired Property

8.1 After the date of this Agreement, if the Optionor, the Optionee, or an Affiliate of thereof (the “Offeror”) acquires directly or indirectly or pursuant to any third party agreement, any mining claim,

lease, license or other form of interest in minerals, or surface or water rights, located wholly or in part within the Area of Common Interest (an “**After-Acquired Property**”), the Offeror will promptly (and in any event within 30 days after such acquisition) offer such interest to the other party with respect to the Property (the “**Offeree**”) by notice in writing setting out the nature of such After-Acquired Property and including all information known by the Offeror about such After-Acquired Property, the Offeror’s acquisition costs and all other details relating thereto. Within 60 days from the date of the receipt of such notice, the Offeree may accept such After-Acquired Property and make it subject to this Agreement by notice in writing to the Offeror.

8.2 If the Offeree elects to make the After-Acquired Property part of the Property and to be subject to this Agreement pursuant to Section 8.1, then the After-Acquired Property shall form a part of the Property for all purposes of this Agreement.

Optionee as Offeree

8.3 If the Optionee is the Offeree and accepts such interest, the Optionee shall reimburse the acquisition costs of the Optionor or its Affiliate acquiring such interest and the After-Acquired Property shall form a part of the Property for all purposes of this Agreement.

Optionor as Offeree

8.4 If the Optionor or an Affiliate of the Optionor is the Offeree and accepts such interest, the Optionee shall pay all acquisition costs and the After-Acquired Property shall form a part of the Property for all purposes of this Agreement.

Failure to Give Notice

8.5 If the Offeree does not give notice of its intent to accept the After-Acquired Property within the 60 day time period noted above, the Offeree shall not have any interest in the After-Acquired Property and the After-Acquired Property shall not be a part of the Property or otherwise be subject to this Agreement.

No Restriction Outside Area of Common Interest

8.6 For greater certainty, each party acknowledges that the other party and their respective Affiliates are competitors outside of the Area of Common Interest and are free to acquire property outside of the Area of Common Interest, and neither party has any restriction or obligation whatsoever outside of the Area of Common Interest.

After-Acquired Property Following Termination of Agreement

8.7 If the Optionor terminates this Agreement due to an event of default by the Optionee pursuant to Section 12.1 or the Agreement is otherwise terminated, the Optionor shall have the right to demand that the Optionee transfer to the Optionor or its designee any After-Acquired Property, free of all Encumbrances, other than Permitted Encumbrances, for no further consideration. If the Optionor demands a transfer of After-Acquired Property pursuant to this Section 8.7, then, in addition to complying with all other applicable sections of the Agreement, the Optionee shall execute and deliver, or cause to be executed and delivered, all instruments, and take all actions necessary or reasonably requested by the Optionor to transfer the After-Acquired Property to the Optionor or its designee on an “as-is where-is” basis except that the Optionee shall represent and warrant that the Optionee is the sole legal owner of the After-Acquired Property, free from all Encumbrances, other than Permitted Encumbrances.

PART 9 FORCE MAJEURE

9.1 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; power shortages; fires; wars; acts of God; changes to governmental regulations restricting normal operations; inordinate delays in obtaining required governmental or regulatory approvals or permits; aboriginal land claims; civil strife, terrorism, insurrection or rebellion; explosion; earthquake; inordinate delay or failure by suppliers or transporters of materials, parts, supplies, services or equipment; accidents; or breakdown of equipment, machinery or facilities, 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, not to exceed twelve (12) months.

9.2 The provisions of Section 9.1 will not apply to the Optionee's obligation to maintain in good standing those mineral claims comprised in the Property as set out in Section 7.1.

9.3 The Optionee will give prompt notice to the Optionor of each event of force majeure under Section 9.1 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 10 CONFIDENTIAL INFORMATION

10.1 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 law, regulation or legal process. The obligations of this Section 10.1 will terminate in the event that the Option is terminated without being exercised.

10.2 No party will make any public statement or issue any press release concerning the transactions contemplated herein or operations engaged in hereunder except in accordance with the following procedure. Prior to a party (the "**Releasing Party**") releasing a public announcement or disclosure in connection with the transactions contemplated herein or operations engaged in hereunder, the other party (the "**Reviewing Party**") must be furnished with a copy of such public statement or announcement. The Reviewing Party shall have a period of two Business Days to review such public announcement or disclosure and provide comments to the Releasing Party. The Releasing Party shall consider the comments from the Reviewing Party, acting reasonably, but the Releasing Party shall have ultimate discretion over the final content of the public announcement or disclosure. The obligations of this Section 10.2 will terminate in the event that the Option is terminated without being exercised.

PART 11 ARBITRATION

11.1 All questions or matters in dispute with respect to the interpretation of this Agreement will, insofar as lawfully possible, be submitted to arbitration pursuant to the terms hereof using arbitration procedures.

11.2 It will be a condition precedent to the right of any party to submit any matter to arbitration pursuant to the provisions hereof, that any party intending to refer any matter to arbitration will have

given not less than 10 days' prior notice of its intention so to do to the other party together with particulars of the matter in dispute.

11.3 On the expiration of such 10 days, the party who gave such notice may proceed to commence procedure in furtherance of arbitration as provided in this Part 11.

11.4 The party desiring arbitration will appoint one arbitrator, and will notify the other party of such appointment, and the other party will, within 15 days after receiving such notice, either consent to the appointment of such arbitrator which will then carry out the arbitration or appoint an arbitrator, and the two arbitrators so named, before proceeding to act, will, within 30 days of the appointment of the last appointed arbitrator, unanimously agree on the appointment of a third arbitrator to act with them and be chairperson of the arbitration herein provided for. If the other party will fail to appoint an arbitrator within 15 days after receiving notice of the appointment of the first arbitrator, the first arbitrator will be the only arbitrator. If the two arbitrators appointed by the parties will be unable to agree on the appointment of the chairperson, the chairperson will be appointed under the provisions of the *Commercial Arbitration Act* (British Columbia) (the "Act"). Except as specifically otherwise provided in this section, the arbitration herein provided for will be conducted in accordance with the Act. The chairperson, or in the case where only one arbitrator is appointed, the single arbitrator, will fix a time and place in Vancouver, British Columbia for the purpose of hearing the evidence and representations of the parties, and will preside over the arbitration and determine all questions of procedure not provided for under the Act or this Section 11.4. After hearing any evidence and representations that the parties may submit, the single arbitrator, or the arbitrators, as the case may be, will make an award and reduce the same to writing, and deliver one copy thereof to each of the parties. The expense of the arbitration will be paid as specified in the award.

11.5 The parties agree that the award of a majority of the arbitrators, or in the case of a single arbitrator, of such arbitrator, will be final and binding on each of them.

PART 12 DEFAULT AND TERMINATION

12.1 If at any time during the Option Period either party fails to perform any obligation hereunder in any material respect or any representation or warranty given by it proves to be untrue in any material respect, then the other party may terminate this Agreement (without prejudice to any other rights it may have) provided that:

- (a) it first gives to the party allegedly in default a notice of default containing particulars of the obligation which such has not performed, or the warranty breached; and
- (b) if it is reasonably possible to cure the default without irreparable harm to the non-defaulting party, the defaulting party does not, within 30 days after delivery of such notice of default, cure such default by appropriate payment or commence to correct such default and diligently prosecute the matter until it is corrected.

12.2 At any time prior to the exercise of the Option, provided that the Optionee is not in breach of this Agreement, the Optionee may terminate this Option by giving notice of termination to the Optionor and will thereupon be relieved of any further obligations in connection herewith but will remain liable for obligations which have accrued to the date of notice.

12.3 If the Option is terminated prior to the exercise thereof pursuant to the terms of the Agreement, the Optionee will:

- (a) have no interest in the Property and the Optionee must, if the Optionee has conducted Operations on the Property, leave the Property free and clear of any Encumbrance resulting from the Operations conducted by the Optionee on the Property (except for Permitted Encumbrances);
- (b) ensure the Property is in good standing for a period of not less than three months following the termination of this Agreement;
- (c) deliver to the Optionor within 90 days after the date of termination, a copy of all Exploration Data obtained by the Optionee or its personnel under this Agreement;
- (d) if the Optionee has conducted Operations on the Property, then (i) the Optionee must comply with applicable laws and regulations regarding reclamation in relation to Operations conducted on the Property by the Optionee, and (ii) the Optionee must reclaim all disturbances on the Property within 12 months from the date of termination;
- (e) any plant, building, machinery, tools, equipment, camp facilities and supplies owned by the Optionee or its personnel ("**Optionee Equipment**") and brought and placed upon the Property in connection with the Operations will remain the Optionee's exclusive property and may be removed by the Optionee at any time within a period of 90 days following the termination of this Agreement but if the Optionee has not removed all the Optionee Equipment within that 90 day period, then the Optionee Equipment not so removed thereafter will become the absolute property of the Optionor or, at the Optionor's option, may within a further 90 days be removed by Optionor at the Optionee's expense. All the Optionee Equipment, until it becomes the Optionor's property or is removed from the Property, will be the sole responsibility of the Optionee and the Optionor will have no liability with regard to it; and
- (f) indemnify the Optionor and its directors, officers, agents, and attorneys (each, an "**Indemnified Person**"), against any third-party related loss, cost, expense, damage, or liability ("**Loss**") relating to the Property or Operations thereon, whether conducted by or on behalf of the Optionee, including under applicable environmental legislation. If any claim or demand is asserted against an Indemnified Person, written notice of such claim or demand will promptly be given to the Optionee. Within 30 days after its receipt of the notice of the claim or demand, the Optionee shall have the right but not the obligation to assume control of (subject to the right of the Indemnified Person to participate at the Indemnified Person's expense and with counsel of the Indemnified Person's choice), the defense, compromise, or settlement of the matter, including at the Optionee's expense, the employment of counsel of the Indemnified Person's choice.

PART 13 ASSIGNMENT

13.1 No party hereto may assign its interest in this Agreement to a third party without the express written consent of the other parties, which consent must not be unreasonably withheld. A consenting party does not unreasonably withhold its consent if it requires:

- (a) 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
- (b) the proposed assignee to agree in writing with the consenting party to comply with this Agreement as if it were an original party to this Agreement.

**PART 14
NOTICES**

14.1 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 following address or sent by email to the following email address or to such other email 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.

The address for service of each of the parties will be as follows:

- (a) to the Optionee:

LaFleur Minerals Inc.
1500-1055 W Georgia Street
Vancouver, BC
V6E 4N7

Attention: Paul Teniere

Email Address: [REDACTED] *[Personal Contact Information]*

- (b) to the Optionor:

10589 Ladner Trunk Road
Delta, British Columbia
V4K 3N3

Attention: Kal Malhi

Email Address: [REDACTED] *[Personal Contact Information]*

Any party may at any time and from time to time notify the other parties in writing of a change of address and the new address to which notice will be given to it thereafter until further change.

**PART 15
GENERAL**

15.1 The parties acknowledge that they have participated in settling the terms of this Agreement, and that any rule of construction to the effect that any ambiguity is to be resolved against the drafting parties will not be applicable to the interpretation of this Agreement.

15.2 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.

15.3 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.

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

15.5 This Agreement will be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

15.6 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.

15.7 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.

15.8 In the event of any inconsistency between the terms of this Agreement and any Schedule hereto, the terms of this Agreement will control.

15.9 Time will be of the essence hereof.

15.10 This Agreement and the Schedule 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.

15.11 This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered will be deemed an original and all of which counterparts together will be deemed to constitute one and the same instrument.

[remainder of page intentionally left blank]

Schedule “A” – Property Description

<u>Mining Lease</u>						
No.	NTS Sheet	Mining Titles		Land File No.	Area (Ha)	Expiration Date
		Type of Title	No. of Title			
1	SNRC 32C12	BM	885	84-A-6202	93.01	Jul. 19, 2031
<u>Mining Claims</u>						
No.	NTS Sheet	Mining Titles		Land File No.	Area (Ha)	Expiration Date
		Type of Title	No. of Title			
1	SNRC 32C12	CDC	1036884	84-A-7212	45.83	Jan. 16, 2026
2	SNRC 32C12	CDC	1100595	84-A-7218	31.95	Oct. 30, 2024
3	SNRC 32C12	CDC	1036867	84-A-7197	25.91	Nov. 12, 2024
4	SNRC 32C12	CDC	1036868	84-A-7198	41.03	Nov. 12, 2024
5	SNRC 32C12	CDC	1036869	84-A-7199	40.90	Nov. 12, 2024
6	SNRC 32C12	CDC	1036870	84-A-7200	41.06	Nov. 12, 2024
7	SNRC 32C12	CDC	1036871	84-A-7201	41.17	Nov. 12, 2024
8	SNRC 32C12	CDC	1036872	84-A-7202	41.37	Nov. 12, 2024
9	SNRC 32C12	CDC	1036873	84-A-7203	41.43	Nov. 12, 2024
10	SNRC 32C12	CDC	1036874	84-A-7204	41.57	Nov. 12, 2024
11	SNRC 32C12	CDC	1036875	84-A-7205	41.68	Nov. 12, 2024
12	SNRC 32C12	CDC	1036876	84-A-7206	41.82	Nov. 12, 2024
13	SNRC 32C12	CDC	1036877	84-A-7207	41.93	Nov. 12, 2024
14	SNRC 32C12	CDC	1036878	84-A-7208	42.04	Nov. 12, 2024
15	SNRC 32C12	CDC	1036879	84-A-7209	42.13	Nov. 12, 2024
16	SNRC 32C12	CDC	1036880	84-A-7210	42.21	Nov. 12, 2024
17	SNRC 32C12	CDC	1036881	84-A-7211	42.26	Nov. 12, 2024
18	SNRC 32C12	CDC	1036885	84-A-7213	45.54	Nov. 12, 2024
19	SNRC 32C12	CDC	1036886	84-A-7214	45.28	Nov. 12, 2024
20	SNRC 32C12	CDC	1036887	84-A-7215	45.04	Nov. 12, 2024

21	SNRC 32C12	CDC	1036888	84-A-7216	44.81	Nov. 12, 2024
22	SNRC 32C12	CDC	1036889	84-A-7217	44.60	Nov. 12, 2024
23	SNRC 32C12	CDC	12035	84-A-7195	43.11	Jan. 28, 2025
24	SNRC 32C12	CDC	12036	84-A-7196	42.85	Jan. 28, 2025
25	SNRC 32C12	CDC	2348788	84-A-7286	57.03	May 10, 2025
26	SNRC 32C12	CDC	2348789	84-A-7287	57.03	May 10, 2025
27	SNRC 32C12	CDC	2348790	84-A-7288	57.03	May 10, 2025
28	SNRC 32C12	CDC	2348791	84-A-7289	57.03	May 10, 2025
29	SNRC 32C12	CDC	2348792	84-A-7290	57.03	May 10, 2025
30	SNRC 32C12	CDC	2348793	84-A-7291	57.02	May 10, 2025
31	SNRC 32C12	CDC	2348794	84-A-7292	57.02	May 10, 2025
32	SNRC 32C12	CDC	2348795	84-A-7293	57.02	May 10, 2025
33	SNRC 32C12	CDC	2348796	84-A-7294	57.02	May 10, 2025
34	SNRC 32C12	CDC	2348797	84-A-7295	57.02	May 10, 2025
35	SNRC 32C12	CDC	2348798	84-A-7296	57.01	May 10, 2025
36	SNRC 32C12	CDC	2348799	84-A-7297	57.01	May 10, 2025
37	SNRC 32C12	CDC	2348800	84-A-7298	57.01	May 10, 2025
38	SNRC 32C12	CDC	2348801	84-A-7299	57.01	May 10, 2025
39	SNRC 32C12	CDC	2348802	84-A-7300	1.84	May 10, 2025
40	SNRC 32C12	CDC	2348803	84-A-7301	20.89	May 10, 2025
41	SNRC 32C12	CDC	2348804	84-A-7302	3.58	May 10, 2025
42	SNRC 32C12	CDC	2348805	84-A-7303	3.60	May 10, 2025
43	SNRC 32C12	CDC	2348806	84-A-7304	3.48	May 10, 2025
44	SNRC 32C12	CDC	2348807	84-A-7305	48.90	May 10, 2025
45	SNRC 32C12	CDC	2348808	84-A-7306	2.51	May 10, 2025
46	SNRC 32C12	CDC	2348809	84-A-7307	30.15	May 10, 2025
47	SNRC 32C12	CDC	2348810	84-A-7308	39.72	May 10, 2025
48	SNRC 32C12	CDC	2348811	84-A-7309	38.07	May 10, 2025
49	SNRC 32C12	CDC	2348812	84-A-7310	40.27	May 10, 2025
50	SNRC 32C12	CDC	2348813	84-A-7311	57.01	May 10, 2025
51	SNRC 32C12	CDC	2348814	84-A-7312	27.64	May 10, 2025
52	SNRC 32C12	CDC	2348815	84-A-7313	9.41	May 10, 2025
53	SNRC 32C12	CDC	2348816	84-A-7314	0.32	May 10, 2025
54	SNRC 32C12	CDC	2348817	84-A-7315	40.80	May 10, 2025
55	SNRC 32C12	CDC	2348818	84-A-7316	26.03	May 10, 2025

56	SNRC 32C12	CDC	2348819	84-A-7317	26.06	May 10, 2025
57	SNRC 32C12	CDC	2348820	84-A-7318	25.91	May 10, 2025
58	SNRC 32C12	CDC	2348821	84-A-7319	25.98	May 10, 2025
59	SNRC 32C12	CDC	2348822	84-A-7320	26.10	May 10, 2025
60	SNRC 32C12	CDC	2348823	84-A-7321	25.14	May 10, 2025
61	SNRC 32C12	CDC	2156194	84-A-7236	44.18	May 28, 2025
62	SNRC 32C12	CDC	2156196	84-A-7237	43.97	May 28, 2025
63	SNRC 32C12	CDC	2156198	84-A-7238	43.76	May 28, 2025
64	SNRC 32C12	CDC	2156200	84-A-7239	43.53	May 28, 2025
65	SNRC 32C12	CDC	2156202	84-A-7240	23.38	May 28, 2025
66	SNRC 32C12	CDC	2156204	84-A-7241	36.62	May 28, 2025
67	SNRC 32C12	CDC	2156206	84-A-7242	36.56	May 28, 2025
68	SNRC 32C12	CDC	2156208	84-A-7243	37.95	May 28, 2025
69	SNRC 32C12	CDC	2156210	84-A-7244	37.94	May 28, 2025
70	SNRC 32C12	CDC	2156212	84-A-7245	37.93	May 28, 2025
71	SNRC 32C12	CDC	2156214	84-A-7246	37.98	May 28, 2025
72	SNRC 32C12	CDC	2156216	84-A-7247	37.86	May 28, 2025
73	SNRC 32C12	CDC	2156218	84-A-7248	37.89	May 28, 2025
74	SNRC 32C12	CDC	2156220	84-A-7249	38.01	May 28, 2025
75	SNRC 32C12	CDC	2156222	84-A-7250	38.02	May 28, 2025
76	SNRC 32C12	CDC	2156224	84-A-7251	38.01	May 28, 2025
77	SNRC 32C12	CDC	2156226	84-A-7252	37.97	May 28, 2025
78	SNRC 32C12	CDC	2156227	84-A-7253	37.91	May 28, 2025
79	SNRC 32C12	CDC	2156229	84-A-7254	37.91	May 28, 2025
80	SNRC 32C12	CDC	2156231	84-A-7255	37.92	May 28, 2025
81	SNRC 32C12	CDC	2156233	84-A-7256	37.82	May 28, 2025
82	SNRC 32C12	CDC	2156235	84-A-7257	23.88	May 28, 2025
83	SNRC 32C12	CDC	2158314	84-A-7258	44.46	Jun. 4, 2025
84	SNRC 32C12	CDC	2016662	84-A-7219	42.56	Jun. 15, 2025
85	SNRC 32C12	CDC	2016663	84-A-7220	42.56	Jun. 15, 2025
86	SNRC 32C12	CDC	2016664	84-A-7221	42.56	Jun. 15, 2025
87	SNRC 32C12	CDC	2016665	84-A-7222	42.55	Jun. 15, 2025
88	SNRC 32C12	CDC	2016666	84-A-7223	42.55	Jun. 15, 2025
89	SNRC 32C12	CDC	2016667	84-A-7224	42.55	Jun. 15, 2025
90	SNRC 32C12	CDC	2016689	84-A-7225	26.93	Jun. 15, 2025

91	SNRC 32C12,32C11	CDC	2243388	84-A-7270	42.51	Jul. 27, 2025
92	SNRC 32C11	CDC	2243389	84-A-7271	42.50	Jul. 27, 2025
93	SNRC 32C11	CDC	2243390	84-A-7272	42.50	Jul. 27, 2025
94	SNRC 32C11	CDC	2243391	84-A-7273	42.49	Jul. 27, 2025
95	SNRC 32C11	CDC	2243392	84-A-7274	42.49	Jul. 27, 2025
96	SNRC 32C12	CL	2243393	84-A-7275	42.52	Jul. 27, 2025
97	SNRC 32C12	CL	2243394	84-A-7276	42.52	Jul. 27, 2025
98	SNRC 32C12	CL	2243395	84-A-7277	42.52	Jul. 27, 2025
99	SNRC 32C12	CL	2243396	84-A-7278	42.51	Jul. 27, 2025
100	SNRC 32C12	CL	2243397	84-A-7279	42.51	Jul. 27, 2025
101	SNRC 32C12	CL	2243398	84-A-7280	42.38	Jul. 27, 2025
102	SNRC 32C12	CL	2243399	84-A-7281	42.43	Jul. 27, 2025
103	SNRC 32C12	CL	2169833	84-A-7259	42.83	Aug. 10, 2025
104	SNRC 32C12	CL	2169834	84-A-7260	42.52	Aug. 10, 2025
105	SNRC 32C12	CDC	2169835	84-A-7261	42.80	Aug. 10, 2025
106	SNRC 32C12	CDC	2169836	84-A-7262	42.79	Aug. 10, 2025
107	SNRC 32C12	CDC	2169837	84-A-7263	42.78	Aug. 10, 2025
108	SNRC 32C12	CDC	2169838	84-A-7264	42.76	Aug. 10, 2025
109	SNRC 32C12	CDC	2169842	84-A-7265	42.71	Aug. 10, 2025
110	SNRC 32C12	CDC	2169849	84-A-7266	42.54	Aug. 10, 2025
111	SNRC 32C12	CDC	2169850	84-A-7267	42.54	Aug. 10, 2025
112	SNRC 32C12	CDC	2169851	84-A-7268	42.53	Aug. 10, 2025
113	SNRC 32C12	CDC	2169852	84-A-7269	42.53	Aug. 10, 2025
114	SNRC 32C11	CDC	2245702	84-A-7282	42.41	Aug. 12, 2025
115	SNRC 32C11	CDC	2245703	84-A-7283	42.42	Aug. 12, 2025
116	SNRC 32C12,32C11	CDC	2245706	84-A-7284	42.41	Aug. 12, 2025
117	SNRC 32C12	CDC	2249073	84-A-7285	42.53	Sep. 8, 2025
118	SNRC 32C12	CDC	2036704	84-A-7226	42.74	Nov. 30, 2025
119	SNRC 32C12	CDC	2036705	84-A-7227	42.75	Nov. 30, 2025
120	SNRC 32C12	CDC	2036706	84-A-7228	42.76	Nov. 30, 2025
121	SNRC 32C12	CDC	2036707	84-A-7229	42.76	Nov. 30, 2025
122	SNRC 32C12	CDC	2036708	84-A-7230	41.55	Nov. 30, 2025
123	SNRC 32C12	CDC	2036709	84-A-7231	26.55	Nov. 30, 2025

124	SNRC 32C12	CDC	2036710	84-A-7232	42.78	Nov. 30, 2025
125	SNRC 32C12	CDC	2036711	84-A-7233	42.81	Nov. 30, 2025
126	SNRC 32C12	CDC	2036712	84-A-7234	42.80	Nov. 30, 2025
127	SNRC 32C12	CDC	2036713	84-A-7235	43.37	Nov. 30, 2025
TOTAL:					5,032.79	

Schedule “B” – GMR Royalty

The 2.0% Gross Metal Royalty referred to in Section 4.9 of the Option Agreement (the “**Option Agreement**”) entered into between LaFleur Minerals Inc. (the “**Optionee**”) and Bull Run Capital Inc. (the “**Optionor**”) to which this Schedule “B” is attached shall be calculated and paid as set out hereunder. Capitalized terms used but not defined herein shall have the respective meanings described to such terms in the Option Agreement.

The GMR Royalty shall be the amount of money equal to 2.0% of the gross metal value upon the date of sale. “**Gross Metal Value**” shall mean the actual proceeds received from any mint, smelter, or other purchaser from the sale of bullion, concentrates or ores produced from the Property and sold, with no deductions of any kind whatsoever.

If the Optionee sells any product to an Affiliate, the Optionee shall, for the purposes of calculating the GMR Royalty only, and notwithstanding the actual amount of such sale price, be deemed to have received as the proceeds from the sale of such product an amount equal to the reasonable sale price for such product if such sale had been negotiated at arm's length.

Payment of the GMR Royalty shall be made by the Optionee to the Optionor within thirty (30) Business Days after receipt of payment by the Optionee. Royalty payments to the Optionor shall be accompanied by a statement showing in reasonable detail the computation and derivation of such payments.

The Optionee shall maintain accurate and complete records relating to the calculation of GMR Royalty and these records shall be audited by the Optionee’s auditor applying generally accepted accounting principles at the end of each calendar year as follows:

- I. a copy of the audited calculation shall be delivered to the Optionor within 120 days following the end of the calendar year to which it relates;
- II. any necessary adjustment in payments of the GMR Royalty revealed by the audit shall be made by the Optionee to the Optionor or by the Optionor to the Optionee, as the case may be, within 150 days of the calendar year end; and
- III. the Optionor shall have sixty (60) Business Days after receipt of the audited calculation to question its accuracy in writing, and failing such objection, the calculation shall be deemed correct.

The Optionor, or its duly appointed agent, shall have the right, at mutually convenient time to be agreed upon by the Parties, to inspect the books and records of the Optionee relating to the calculation of the GMR.

[remainder of page intentionally left blank]