

## PROPERTY ACQUISITION AGREEMENT

THIS PROPERTY ACQUISITION AGREEMENT is made effective the 15<sup>th</sup> day of December, 2021.

**BETWEEN:** **SCD INVESTMENT CORP.**, a corporation existing under the laws of the Province of Alberta and having an address located at Suite 103, 10183-112 Street, Edmonton, Alberta T5K 1M1  
  
(hereinafter referred to as the “**Vendor**”)

**AND:** **MANNING VENTURES INC.**, a corporation existing under the laws of the Province of British Columbia and having an address located at 303-750 West Pender Street, Vancouver, British Columbia V6C 2T7  
  
(hereinafter referred to as the “**Purchaser**”, and together with the Vendor, the “**Parties**” and each a “**Party**”)

**WHEREAS** the Vendor hereby agrees to assign, transfer and sell to the Purchaser, in consideration for the Cash Payment (as herein defined), all of its right, title and interest in and to the Property (as herein defined), subject to a 2% net smelter return (NSR) royalty which the Vendor shall retain in accordance with the terms set forth in Schedule “B” hereto.

**NOW THEREFORE**, the Property Acquisition Agreement witnesses that for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Vendor and Purchaser agree as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

Whenever used in this Agreement, the following words and terms shall have the meanings set out below:

“**Acceptance Period**” shall have the meaning ascribed thereto in Section 3.2.

“**Agreement**” means this property acquisition agreement and all instruments supplementing or amending or confirming this Agreement.

“**Business Day**” means a day, other than a Saturday or Sunday, on which the principal commercial banks located in the Province of British Columbia are open for business during normal banking hours.

“**Closing Date**” shall have the meaning ascribed thereto in Section 2.2.

“**Default Notice**” shall have the meaning ascribed thereto in Section 3.2.

**“Encumbrance”** means, whether registered or registrable or recorded or recordable, and regardless of how created or arising, any hypothec, mortgage, deed of trust, pledge, lien, security interest, adverse interest, net profits interest, royalty, overriding royalty interest, other payment out of production, claim, option to acquire or sell, off-take agreement, third party right of first refusal or pre-emptive right, other third person interest or other encumbrance or burden of any nature, whether contingent or absolute, and any agreement to grant, or right capable of becoming, any of the foregoing.

**“Environmental Claim”** means any and all known administrative, regulatory or judicial actions, suits, demands, claims, liens, notices of non-compliance or violation, investigations or proceedings relating in any way to any Environmental Law or any permit issued under any such Environmental Law.

**“Environmental Law”** means all requirements of applicable law or of environmental, health or safety statutes, regulations, rules, ordinances, policies, orders, approvals, notices, licenses permits or directives of any federal, territorial, provincial, state or local judicial, regulatory or administrative agency, board or governmental authority including, but not limited to those relating to noise, pollution or protection of the air, surface water, ground water or land, solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation, exposure to hazardous or toxic substances, or the closure, decommissioning, dismantling or abandonment of any facilities, mines or workings and the reclamation or restoration of any lands.

**“Governmental Authority”** means any government, parliament, legislature, or any regulatory authority, agency, commission or board of any government, parliament or legislature, or any court or (without limitation to the foregoing) any other law, regulation or rule-making entity (including any central bank, fiscal or monetary authority or authority regulating banks), having or purporting to have jurisdiction in the relevant circumstances, or any person acting or purporting to act under the authority of any of the foregoing (including any arbitrator).

**“Mineral Rights”** means the mining claims, mining leases, mining concessions and other forms of mineral tenure or mining rights for the purpose of exploring for, developing or extracting mineral substances, whether contractual, statutory or otherwise, or any interest therein. Mineral Rights includes any amendments, relocations, adjustments, resurvey, additional locations or conversions of, or any renewal, amendment or other modification or extensions of any of the foregoing.

**“MERN”** means the Ministry of Energy and Natural Resources (Québec).

**“Notice”** shall have the meaning ascribed thereto in Section 9.1.

**“NSR”** means net smelter return.

**“Offer Notice”** shall have the meaning ascribed thereto in Section 3.2.

**“Offered Interest”** shall have the meaning ascribed thereto in Section 3.2.

**“Parties”** and **“Party”** shall have the meanings ascribed thereto in the recitals.

**“Permitted Disclosure”** shall have the meaning ascribed thereto in Section 7.1.

**“Permitted Encumbrances”** means:

- (a) all reservations, limitations, provisions and conditions expressed in the original grant of title of the lands and premises comprising the Property from a Governmental Authority;

- (b) any liens for taxes, levies and assessments payable to a Governmental Authority;
- (c) all rights of expropriation of any Governmental Authority;
- (d) any easement or right-of-way to any utility (either municipal, private or public) whether it be for gas, water, electricity and/or telephone for service to the Property; and
- (e) public reservations, public utilities, encumbrances or other restrictions in the use of the Property which, overall, do not materially reduce the value of all or part thereof or of the use which can be made thereof.

“**Property**” means all of the rights and interests of the Vendor in and to the Mineral Rights as described in Schedule “A”.

“**Register**” means the public register of real and immovable mining rights maintained pursuant to the *Mining Act* (Québec).

“**Regulatory News Release**” shall have the meaning ascribed thereto in Section 7.3.

“**ROFR**” shall have the meaning ascribed thereto in Section 3.2.

“**ROFR Notice**” shall have the meaning ascribed thereto in Section 3.2.

“**Royalty**” shall have the meaning ascribed thereto in Section 3.1.

“**Solicitation Period**” shall have the meaning ascribed thereto in Section 3.2.

“**Time of Closing**” shall have the meaning ascribed thereto in Section 2.2.

## 1.2 Certain Rules of Interpretation

In this Agreement:

- (a) **Headings.** Descriptive headings of Articles and Sections are inserted solely for convenience of reference only and are not intended as complete or accurate descriptions of the content of such Articles or Sections.
- (b) **Singular.** Use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances as the context otherwise permits.
- (c) **Business Day.** Whenever payment is to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day following such day.
- (d) **Inclusion.** Where the words “including” or “includes” appear in this Agreement, they mean “including (or includes) without limitation”.
- (e) **Reference to numbering.** Any reference to a numbered or lettered section in this Agreement is a reference to the section bearing that number or letter in this Agreement and a reference to “this” section means the section in which such reference appears.

### 1.3 Schedules

The following are the Schedules annexed to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule "A" - Description of Property

Schedule "B" - Royalty Terms

## ARTICLE 2 PURCHASE AND SALE

### 2.1 Terms of Purchase and Sale

In order to acquire an undivided 100% legal, beneficial, and registered right, title and interest in and to the Property, subject to a 2% NSR royalty on the Property in favour of the Vendor, the Purchaser shall make a cash payment of \$25,000 (the "**Cash Payment**") as directed by the Vendor.

### 2.2 Closing Date

- (a) Closing will be completed at the offices of the Purchaser in Vancouver, British Columbia at 10:00 a.m. (Pacific Time) (the "**Time of Closing**") on the date this Agreement is executed or at such other place or time as may be mutually agreed upon by the Parties (the "**Closing Date**").
- (b) At the Time of Closing, the Purchaser shall make the Cash Payment by wire transfer in good, immediately available funds, to such account or accounts as the Vendor may designate pursuant to wire instructions provided to the Purchaser.
- (c) At the Time of Closing, the Vendor shall execute and provide the Purchaser with a mining right transfer form evidencing the transfer of a 100% interest in the Property, in the form provided for by the MERN as of the transfer date, together with any other document necessary or useful for such transfer, the whole to the Purchaser's satisfaction. The Purchaser shall be responsible to pay any statutory or administrative fee or duty in relation to such transfer of mining rights and to the registration thereof.
- (d) For a period of twenty-four (24) months following the Closing Date, the Vendor shall manage any and all exploration work conducted on the Property, provided such services are provided on terms that are competitive with current market rates.

### 2.3 Vendor Covenants

The Vendor covenants and agrees to deliver to the Purchaser all data relating to the Property in its control or possession (whether in paper or digital form) and make and do all such further acts and things, to execute and deliver such instruments, agreements and documents prepared by or on behalf of the Purchaser as it shall consider reasonably necessary to give effect to the transaction.

### 2.4 Purchaser Covenants

If at any time the Purchaser elects to abandon any one or more of the Mineral Rights comprised in the Property, it shall provide a notice to the Vendor of such intention, and the Vendor will have the option to acquire such Mineral Right for a cash payment of \$1.00. Any Mineral Rights so transferred will be in good

standing under the laws of the jurisdiction in which they are situate for at least twelve (12) months from the date of transfer. Upon any such abandonment, the Mineral Rights so abandoned and/or transferred, as applicable, will for all purposes of this Agreement cease to form part of the Property.

### **ARTICLE 3 ROYALTY**

#### **3.1 Granting of Royalty**

The Parties acknowledge and agree that effective at the Closing Time, the Vendor shall be granted a 2% NSR royalty on the Property (the “**Royalty**”) in accordance with the terms set forth in Schedule “B” hereto.

#### **3.2 Right of First Refusal**

The Purchaser shall have a right of first refusal (the “**ROFR**”) with respect to any sale, lease, transfer, assignment or other disposition by the Vendor of any or all of its interest in the Royalty (a “**Disposition**”), as follows:

- (a) Prior to soliciting or accepting any offer to proceed with a Disposition, the Vendor shall promptly provide a written notice (the “**ROFR Notice**”) to the Purchaser of its desire to proceed with a Disposition, which ROFR Notice shall state the price and all other relevant terms and conditions of the Disposition that the Vendor would be willing to accept (the “**Offered Interest**”) and shall constitute an offer to the Purchaser to proceed with a Disposition on those terms. The consideration stated in the ROFR Notice shall be expressed solely in Canadian dollars.
- (b) The Purchaser shall have ten (10) Business Days (the “**Acceptance Period**”) from the date the ROFR Notice is delivered to notify the Vendor whether it elects to acquire the Offered Interest at the price and on the terms and conditions set forth in the ROFR Notice.
- (c) Subject to Section 3.2(d), if the Purchaser does so elect, the Disposition shall be closed promptly, but in no event more than thirty (30) Business Days after notice of such election is delivered to the Vendor.
- (d) If, for any reason, the Parties do not proceed with the closing of the Disposition within the period of thirty (30) Business Days referred to under Section 3.2(c), either Party shall deliver a written notice (a “**Default Notice**”) to the other Party. The Parties shall then proceed diligently to close the Disposition and the Vendor may not consummate any Disposition with any other third party until the date that is fifteen (15) Business Days following the Default Notice.
- (e) If the Purchaser fails to so elect within the Acceptance Period, the Vendor shall have sixty (60) Business Days (the “**Solicitation Period**”) thereafter to consummate the Disposition on terms no less favourable than were offered in the ROFR Notice to the Purchaser.

If the Vendor fails to consummate a Disposition within the Solicitation Period, the ROFR shall be deemed to be revived and shall continue in full force and effect. Any subsequent intention to proceed with a Disposition shall be conducted in accordance with all of the procedures set forth in this Section 3.2.

### **3.3 Exceptions**

Nothing in Section 3.2 restricts in any manner:

- (a) the disposition by the Vendor of any interest in the Royalty or this Agreement to an affiliate of the Vendor; or
- (b) an amalgamation, merger or other form of corporate reorganization which is a bona fide business transaction that has the effect in law of the amalgamated or surviving corporation possessing, directly or indirectly, substantially all the properties, rights and interests and being subject to substantially all the debts, liabilities and obligations of the transferring party.

## **ARTICLE 4 MUTUAL REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants to the other Party hereto that:

- (a) it has full power and authority to enter into this Agreement;
- (b) neither the execution and delivery of this Agreement nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by any agreement to which it is a party;
- (c) the execution and delivery of this Agreement does not violate or result in the breach of the laws of any jurisdiction applicable to such Party;
- (d) all authorizations have been obtained for the execution of this Agreement and for the performance of its obligations hereunder; and
- (e) this Agreement constitutes a legal, valid and binding obligation of the Party enforceable in accordance with its terms, subject however to the usual limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings.

## **ARTICLE 5 VENDOR REPRESENTATIONS**

The Vendor hereby represents and warrants to the Purchaser as follows:

- (a) the Property is presently registered under the name of the Vendor on the Register and the Vendor is the sole recorded and beneficial owner of a 100% interest in the Property;
- (b) the Mineral Rights comprising the Property are free and clear of all Encumbrances other than the Permitted Encumbrances;
- (c) other than this Agreement and the Permitted Encumbrances, there are not any agreements or options to grant or convey any interest in the Property or to pay any royalties with respect to the Property;
- (d) the Property is properly and accurately described in Schedule "A";

- (e) to the best of the Vendor's knowledge the Mineral Rights comprising the Property have been duly and validly located and recorded pursuant to all applicable laws and regulations in the Province of Québec and are in good standing;
- (f) there are no known adverse claims, challenges, suits, actions, prosecutions, investigations or proceedings against or to the ownership of or rights or title to the Property or any portion thereof;
- (g) all taxes, assessments, rentals, levies or other payments relating to the Mineral Rights to the Property and required to be made to any Governmental Authority on or before the Time of Closing have been made;
- (h) it has not had notice of and has no knowledge of any proposal to terminate or vary the terms of or rights attaching to any of the Property from any Governmental Authority, or of any challenge to any right, title or interest in the Property or any portion thereof; and
- (i) there are no known Environmental Claims in respect to the Property.

## **ARTICLE 6 SURVIVAL AND INDEMNIFICATION**

### **6.1 Survival**

The representations, warranties, covenants and obligations of the Parties in or under this Agreement and in or under any documents, instruments and agreements delivered pursuant to this Agreement shall survive and continue in full force and effect for a period of two (2) years from the Closing Date, except for Section 2.4 which will survive indefinitely.

### **6.2 Indemnification**

Each Party agrees to indemnify and save harmless the other from and against all losses suffered or incurred as a result or arising directly or indirectly out of or in connection with:

- (a) any breach or any misrepresentation or inaccuracy of any representation or warranty contained in this Agreement or in any document, instrument or agreement delivered pursuant hereto; and
- (b) any breach or non-performance of any covenant or obligation to be performed by which is contained in this Agreement or in any document, instrument or agreement delivered pursuant hereto.

## **ARTICLE 7 CONFIDENTIALITY**

### **7.1 Confidential Information**

- (a) Except as specifically otherwise provided for herein, the Parties will keep confidential all data disclosed to each other and will refrain from using it other than for the transaction contemplated hereunder or publicly disclosing it unless:

- (i) required by law or by the rules and regulations of any regulatory authority or stock exchange having jurisdiction, or
- (ii) with the consent of the other Party, such consent not to be unreasonably withheld

(each such disclosure of data made pursuant to subparagraph (i) or (ii) hereof being referred to as a “**Permitted Disclosure**”).

- (b) Prior to any Permitted Disclosure, the applicable Party shall give the other Party prompt written notice and, in making such Permitted Disclosure, the disclosing Party shall disclose only that portion of data required to be disclosed and shall take all reasonable steps to preserve the confidentiality of the remaining portion thereof.

## **7.2 Information in Public Domain**

The provisions of this Article 7 do not apply to information which is or becomes part of the public domain other than through a breach of the terms hereof.

## **7.3 Press Release**

The Parties will consult with each other prior to issuing any press release or other public statement regarding this Agreement. In addition, each Party will, to the extent practicable, obtain prior consent from the other Party before issuing any press release or public statement, except if such disclosure is required by law or by the rules and regulations of any regulatory authority or stock exchange having jurisdiction (a “**Regulatory News Release**”) and the other Party unreasonably withholds consent to such press release or other public statement or does not provide such consent in a timely manner. Notwithstanding the above, when practicable, where a Party requests consent from the other Party of any press release or public statement and the other Party has not responded to such request within forty eight (48) hours, then the Party proposing the press release or public statement will be entitled to proceed with its disclosure as if it had received consent from the other Party, which forty eight (48) hours period shall be reduced to twelve (12) hours in the case of a Regulatory News Release.

# **ARTICLE 8 TRANSFERS**

## **8.1 Transfers by the Vendor**

The Vendor cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement, including the Royalty, without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld or delayed.

Without limiting the generality of the foregoing, any sale, lease, transfer, assignment or other disposition of the Royalty by the Vendor shall also be subject to the terms and conditions of Article 3 hereof.

## **8.2 Transfers by the Purchaser**

The Purchaser shall have the right to transfer all or any of its rights, interests, and obligations under this Agreement, including the Property, however, as a condition of any transfer other than to the Vendor, the transferee must covenant and agree in writing to be bound by this Agreement, including this Article 8, and prior to the completion of any such transfer, the Purchaser will deliver to the Vendor evidence thereof in a form satisfactory to the Vendor in which case the Purchaser will be released from its obligations hereunder



with the exception of firstly any outstanding obligations arising prior to the transfer and secondly in respect of any matters originating prior to the date of transfer, for which the Purchaser will remain liable.

## **ARTICLE 9 GENERAL**

### **9.1 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:

- (a) in the case of the Purchaser:  
Manning Ventures Inc.  
303 – 750 West Pender Street Vancouver,  
BC V6C 2T7  
Attention: Alex Klenman, CEO  
Email: **[email address redacted]**
  
- (b) in the case of the Vendor:  
SCD Investment Corp.  
Suite 103, 10183 - 112 Street  
Edmonton, AB T5K 1M1  
Attention: Simon Dahrouge, Director  
Email: **[email address redacted]**

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 9.1.

### **9.2 Entire Agreement**

This 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.

### **9.3 Further Assurances**

The Parties shall with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transaction contemplated by this Agreement, and each Party shall

provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

#### **9.4 Enurement**

This Agreement shall enure to the benefit of and be binding on the Parties and their respective executors, heirs, administrators, successors and permitted assigns.

#### **9.5 Governing Law**

This 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 British Columbia and the federal laws of Canada applicable therein. The Parties agree that the courts of the Province of British Columbia shall have sole jurisdiction to entertain any action or other legal proceeding based on any provisions of this Agreement, and the Parties agree to attorn to the jurisdiction of such courts.

#### **9.6 Counterparts and Delivery**

The Parties may execute this Agreement in counterparts and deliver same by facsimile or other electronic transmission, each 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.

#### **9.7 Time**

Time shall be of the essence hereof.

#### **9.8 Severability**

If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be severable therefrom and the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties 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 the transactions contemplated hereby are fulfilled to the fullest extent possible.

#### **9.9 Assignment**

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto without the prior written consent of the other Parties hereto.

#### **9.10 Waiver**

Any Party may, on its own behalf only, (i) extend the time for the performance of any of the obligations or acts of the other Party, (ii) waive compliance with the other Party's agreements or the fulfillment of any conditions to its own obligations contained herein, or (iii) waive inaccuracies in the other Party's representations or warranties contained herein or in any document delivered by the other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

**9.11 Expenses**

Each of the Parties shall be responsible for their own expenses in connection with the transaction.

*[Remainder of page left intentionally blank.]*

**IN WITNESS OF WHICH** the Parties have duly executed this Agreement as of the date first written above.

**MANNING VENTURES INC.**

**SCD INVESTMENT CORP.**

Per: "Alex Klenman"  
Alex Klenman  
Chief Executive Officer

Per: "Simon Dahrouge"  
Simon Dahrouge  
Director

**Schedule "A"**

**Description of Property**

**List of Mineral Claims**

<b>NTS Sheet</b>	<b>Area (Ha)</b>	<b>Type of Title</b>	<b>Title No</b>	<b>Status</b>	<b>Date of Registration</b>	<b>Expiry Date</b>	<b>Required Work</b>	<b>Required Fees</b>	<b>Titleholder(s) (Name, Number and Percentage)</b>
33C10	52.40	CDC	2627884	Active	11/30/2021	11/29/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.40	CDC	2627885	Active	11/30/2021	11/29/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.39	CDC	2627886	Active	11/30/2021	11/29/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.38	CDC	2627887	Active	11/30/2021	11/29/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C11	52.36	CDC	2627888	Active	11/30/2021	11/29/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C11	52.36	CDC	2627889	Active	11/30/2021	11/29/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C11	52.35	CDC	2627890	Active	11/30/2021	11/29/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C11	52.35	CDC	2627891	Active	11/30/2021	11/29/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C11	52.34	CDC	2627892	Active	11/30/2021	11/29/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C11	52.34	CDC	2627893	Active	11/30/2021	11/29/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C11	52.33	CDC	2627894	Active	11/30/2021	11/29/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C11	52.33	CDC	2627895	Active	11/30/2021	11/29/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.40	CDC	2627134	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.39	CDC	2627135	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.39	CDC	2627136	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.38	CDC	2627137	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.38	CDC	2627138	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.38	CDC	2627139	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.37	CDC	2627140	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.37	CDC	2627141	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.37	CDC	2627142	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.37	CDC	2627143	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.36	CDC	2627144	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.36	CDC	2627145	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.36	CDC	2627146	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.36	CDC	2627147	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.36	CDC	2627148	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.36	CDC	2627149	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)
33C10	52.35	CDC	2627150	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsible)



33C11	52.35	CDC	2627190	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.35	CDC	2627191	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.35	CDC	2627192	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.35	CDC	2627193	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.35	CDC	2627194	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.35	CDC	2627195	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.35	CDC	2627196	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.34	CDC	2627197	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.34	CDC	2627198	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.34	CDC	2627199	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.34	CDC	2627200	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.34	CDC	2627201	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.34	CDC	2627202	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.34	CDC	2627203	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.34	CDC	2627204	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.33	CDC	2627205	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.33	CDC	2627206	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.33	CDC	2627207	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.33	CDC	2627208	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.33	CDC	2627209	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)
33C11	52.33	CDC	2627210	Active	11/25/2021	11/24/2023	135.00	156.00	Jody Dahrouge (19095) 100 % (responsable)

## Schedule “B”

### Royalty Terms

#### 1. Royalty

1.1 **Royalty.** The Owner shall pay to the Holder a perpetual two per cent (2%) net smelter return royalty from the sale or other disposition of any and all Minerals produced from the Property (the “**Royalty**”).

1.2 **Right of First Refusal.** Pursuant to Section 3.2 of the property acquisition agreement dated December 15, 2021, between Manning Ventures Inc. and SCD Investment Corp. to which this schedule is attached as Schedule “B” (the “**Property Acquisition Agreement**”), the Holder shall have a right of first refusal with respect to any sale, lease, transfer, assignment or other disposition by the Holder of any or all of its interest in the Royalty.

1.3 **Minerals.** For the purposes hereof, the term “**Minerals**” shall mean any and all metals or minerals of whatever kind and nature in, under or upon the surface or subsurface of the Property (including, without limitation, ore, metals, precious metals, base metals, concentrates, other minerals which are mined, excavated, extracted, recovered or otherwise sold from the Property).

1.4 **Application.** This Royalty shall apply to 100% of the Property.

1.5 **Royalty Calculation - Other Minerals.** For all Minerals other than Precious Metals (as hereinafter defined) and the beneficiated products thereof (the “**Other Minerals**”), the Royalty shall be determined by multiplying (a) the gross amount of the particular Other Mineral contained in the production from the Property during the preceding calendar month (the “**Monthly Production**”) delivered to the Processor or paid by an insurer as a result of a casualty to such production during the preceding calendar month by (b) the average of the New York Commodities Exchange final daily spot prices reported for the preceding calendar month (as quoted in “**Metals Week**” when applicable) of the appropriate Other Mineral, and subtracting from the product of Sections 1.5(a) and 1.5(b) only the following if actually incurred: (i) charges imposed by the Processor for smelting, refining or processing Other Minerals contained in such production; (ii) penalty, including but not limited to metal losses, assaying, and sampling charges imposed by the Processor for smelting, refining or processing Other Minerals contained in such production; (iii) charges and costs, if any, for transportation, including handling and securing, and insurance of Other Minerals and the beneficiated products thereof from the Owner’s or any of its Affiliated Parties final mill or other final processing plant to places where such Other Minerals are smelted, refined and/or sold or otherwise disposed of; (iv) any production taxes, severance taxes or sales, excise, import, export and other taxes and levies, including any mining taxes, whether imposed as at the date hereof or in the future, based on the production of Other Minerals or the value of production of Other Minerals at the Property, but excluding any and all taxes (including mining taxes) that are classified as income taxes under IFRS (whether based upon net or gross income of the Owner or other operator of the Property), taxes based on the value of the Property or the privilege of doing business, and other taxes assessed on a similar basis; and (v) any charges, costs and penalties pursuant to Section 1.6. If for any reason the New York Commodities Exchange does not report spot pricing for a particular Other Mineral, then the Parties shall mutually agree upon an appropriate pricing mechanism that accurately reflects the market value of any such Other Mineral. In the event that the Owner sells raw ores or concentrates produced from the Property, then the gross amount of the particular Other Mineral shall be equal to the amount of the proceeds actually received by the Owner during the calendar month from the sale of such raw ores or concentrates or refined metal.



- 1.6 **Controlled Custom Toll Facilities.** For the purposes of Section 1.5, in the event smelting, refining, or processing of Other Minerals are carried out in custom toll facilities owned or controlled, in whole or in part, by the Owner or any of its Affiliated Parties, then charges, costs and penalties for such smelting, refining or processing shall mean the amount the Owner would have incurred if such smelting, refining or processing were carried out at facilities not owned or controlled by the Owner or any of its Affiliated Parties then offering comparable services for comparable products on prevailing terms, but in no event greater than actual costs incurred by the Owner with respect to such smelting and refining.
- 1.7 **Insurance Proceeds for Production.** In the event the Owner or any of its Affiliated Parties receives insurance proceeds for loss of production of Other Minerals from the Property, the Owner shall pay to the Holder the Royalty percentage of any such insurance proceeds, which are received by the Owner or any of its Affiliated Parties for such loss of production.
- 1.8 **Royalty Calculation - Precious Metals.** In the case of gold, silver and platinum group metals (“**Precious Metals**”), the Royalty shall be determined by multiplying (a) the gross number of troy ounces of Precious Metals recovered from the Monthly Production delivered to the Processor, by (b) for gold, Applicable Spot Price for the preceding calendar month, for silver, the average London Bullion Market Association Fix for the preceding calendar month and for all other Precious Metals, the average of the New York Commodities Exchange final spot prices reported for the preceding calendar month for the particular Mineral for which the price is being determined, and subtracting from the product of Sections 1.8(a) and 1.8(b) only the following if actually incurred: (i) charges imposed by the Processor for refining bullion from doré or concentrates of Precious Metals (the “**Beneficiated Precious Metals**”) produced by the Owner’s or any of its Affiliated Parties’ final mill or other final processing plant, however, charges imposed by the Processor for smelting or refining of raw or crushed ore containing Precious Metals or other preliminarily processed Precious Metals shall not be subtracted in determining Net Smelter Returns; (ii) penalty, including but not limited to metal losses, assaying, and sampling charges imposed by the Processor; (iii) charges and costs, if any, for transportation, including handling and securing, and insurance of Beneficiated Precious Metals from the Owner’s or any of its Affiliated Parties’ final mill or other final processing plant to places where such Beneficiated Precious Metals are smelted, refined and/or sold or otherwise disposed of; (iv) any production taxes, severance taxes or sales, excise, import, export and other taxes and levies, including any mining taxes, whether imposed as at the date hereof or in the future, based on the production of Precious Metals or the value of production of Precious Metals at the Property; but excluding any and all taxes (including mining taxes) that are classified as income taxes under IFRS (whether based upon net or gross income of the Owner or other operator of the Property), taxes based on the value of the Property or the privilege of doing business, and other taxes assessed on a similar basis; and (v) any charges, costs and penalties pursuant to Section 1.9.
- 1.9 **Controlled Custom Toll Facilities.** For the purposes of Section 1.8, in the event the refining of bullion from the Beneficiated Precious Metals contained in such production is carried out in custom toll facilities owned or controlled, in whole or in part, by the Owner or any of its Affiliated Parties, then the charges, costs and penalties for such refining shall mean the amount that the Owner would have incurred if such refining were carried out at facilities not owned or controlled by the Owner or any of its Affiliated Parties then offering comparable services for comparable products on prevailing terms, but in no event greater than actual costs incurred by the Owner with respect to such refining.
- 1.10 **Insurance Proceeds for Production.** In the event the Owner or any of its Affiliated Parties receives insurance proceeds for loss of production of Precious Metals from the Property, the Owner

shall pay to the Holder the Royalty percentage of any such insurance proceeds, which are received by the Owner or any of its Affiliated Parties for such loss of production.

1.11 **Payments of Royalty in Cash or in Kind.** Royalty payments shall be made to the Holder as follows:

(a) **Royalty in Kind.**

- (i) Notice of election to receive the Royalty for Precious Metals “in kind” shall be made in writing by the Holder and delivered to the Owner on or before January 1<sup>st</sup> of each year. In the event no written election is made, the Royalty for Precious Metals will be paid in-kind for the first year and for any other year it will continue to be paid to the Holder as it is then being paid. Any election of the in-kind Royalty shall be in respect of all, and not a portion, of the Holder’s interest in Precious Metals produced from the Property in the relevant fiscal year.
- (ii) If the Holder elects to receive its Royalty for Precious Metals “in kind”, the Holder shall open a bullion storage account at each Processor designated by the Owner as a possible recipient of refined bullion for which the Holder will be credited. The Holder shall be solely responsible for all costs and liabilities associated with maintenance of such account or accounts and the Owner shall not be required to bear any additional expense with respect to such “in-kind” payments.
- (iii) Where Precious Metals are shipped by the Owner in the form of doré, the Owner shall credit the Holder’s account with 2% of the Beneficiated Precious Metals derived from the Minerals and credited to the Owner by the Processor as soon as practicable and in any event no later than one (1) Business Day after Beneficiated Precious Metals are credited to the Owner, subject to further adjustment upon receipt of final adjusted numbers from the Processor.
- (iv) In the case of Precious Metals shipped by the Owner other than in the form of doré, the applicable in kind credit shall be credited to the Holder’s account no later than ten (10) days after the last day of each month, subject to further adjustment upon receipt of final adjusted numbers from the Processor.
- (v) The Holder shall be responsible for any incremental out-of-pocket costs incurred by the Owner in providing for in-kind settlement of the Royalty and the Owner shall invoice the Holder for its pro rata share (2%) of any allowable deductions, which invoices shall be due and payable within fifteen (15) days of delivery to the Holder. If the Holder fails to pay any invoiced amounts of any allowable deductions or other amounts payable hereunder when due, the Owner shall be entitled to reduce the amount of Precious Metals to be credited to the Holder in respect of any subsequent month by an amount that is equivalent in value to the amount of such unpaid invoices.
- (vi) Title to refined bullion delivered to the Holder hereunder shall pass to the Holder at the time such bullion is credited to the Holder at the Processor.

(b) **Royalty in Cash.** Notice of election to receive payment of the Royalty for Minerals shall be made in writing by the Holder and delivered to the Owner on or before January 1<sup>st</sup> of each year. For Precious Metals, if no written election is made, the Royalty shall be paid in

accordance with Section 1.11(a). For Other Minerals, if no election is made, the Royalty shall be paid in cash. If the Holder elects to receive payment of the Royalty for Minerals “in cash”, unless mutually agreed, payments shall be paid on or before the thirtieth (30<sup>th</sup>) day of the month following the calendar month in which Minerals subject to the Royalty were shipped to the Processor by the Owner. For purposes of calculating the cash amount due to the Holder, Precious Metals and Other Minerals will be deemed to have been sold or otherwise disposed of at the time refined production from the Property is delivered, made available, or credited to the Owner by a mint or refiner. The price used for calculating the cash amount due for Royalty on Other Minerals or Precious Metals shall be determined in accordance with Section 1.5 and Section 1.8, as applicable. The Owner shall make each Royalty payment to be paid in cash by delivery of a cheque payable to the Holder and delivering such cheque to the Holder or by direct bank deposit to the Holder’s account as the Holder shall designate in writing. Should default be made in any cash payment when due for Royalty and such default still exists ten (10) days following notice of non-payment, then all unpaid amounts then due shall bear interest at the rate of fifteen percent (15%) per annum commencing from and after such payment due date until paid.

- (c) **Detailed Statement.** All Royalty payments or credits shall be accompanied by detailed statements (including mine pour reports, refinery preliminary reports and refinery final reports as soon as available) explaining the calculation thereof with any available settlement sheets from the Processor.
- (d) **No Obligation.** Notwithstanding the terms of any other provisions herein, the Owner shall not be obligated to make any Royalty payment before the Owner (i) in the case of payment in kind, has received possession of or been credited with, or (ii) in the case of payment in cash, received or been credited with payment for the sale or other disposition of, the Minerals upon which such Royalty payment is calculated, including Precious Metals, unless such failure to receive or be credited for payment in kind or in cash by the Owner or any of its Affiliated Parties is due to intentional delay by the Owner or any of its Affiliated Parties.
- (e) **Withholding and Deductions.** All Royalty payments, including interest, if any, will be made subject to withholding or deduction in respect of the Royalty for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied on such Royalty payment by or on behalf of any governmental authority having power and jurisdiction to tax and for which the Owner is obligated in law to withhold or deduct and remit to such governmental authority. The Owner shall set out in the statement referred to in Section 1.11(c) any amount so withheld.
- (f) **Canadian Currency.** All credits or receipts and all payments or disbursements in a currency other than Canadian shall be converted into Canadian currency on the day of receipt or disbursement, as the case may be, and all other disbursements in a currency other than Canadian shall be converted into Canadian currency at the average rate of the month of disbursement determined using the Bank of Canada noon rates.

1.12 **Monthly Production Reports.** On or before the thirtieth (30<sup>th</sup>) day of the month, the Owner shall send to the Holder a production report for the prior calendar month.

## 2. PERPETUITY

The 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 to comply with such rule against perpetuities.

## 3. OPERATIONS

- (a) **Stockpiling.** The Owner shall be entitled to temporarily stockpile, store or place ores or mined rock containing Minerals produced from the Property in any locations owned, leased or otherwise controlled by the Owner or its Affiliated Parties or any processor of such Minerals on or off the Property, provided the same are appropriately secured from loss, theft, tampering and contamination.
- (b) **Tailings.** All tailings, residues, waste rock, spoiled leach materials, bulk samples, and other materials (collectively the “**Materials**”) resulting from the Owner’s operations and activities on the Property shall be the sole property of the Owner, but shall remain subject to the Royalty should the Materials be processed or reprocessed, as the case may be, in the future and result in the production and sale or other disposition of Precious Metals or Other Minerals. Notwithstanding the foregoing, the Owner shall have the right to dispose of Materials from the Property on or off of the Property and to commingle the same (as provided herein) with materials from other properties. In the event Materials from the Property are processed or reprocessed, as the case may be, and regardless of where such processing or reprocessing occurs, the Royalty payable thereon shall be determined on a pro rata basis as determined by using the best engineering and technical practices then available.
- (c) **Commingling.** The Owner shall have the right to commingle Precious Metals and Other Minerals from the Property with minerals from other properties. Before any Precious Metals or Other Minerals produced from the Property are commingled with minerals from other properties, the Owner shall ensure that Precious Metals or Other Minerals produced from the Property shall be measured and sampled in accordance with sound mining and metallurgical practices for assaying, weighing and for moisture, metal, commercial minerals and other appropriate content, applied on a consistent basis. Representative samples of the Precious Metals or Other Minerals shall be retained by the Owner and assays (including moisture and penalty substances) and other appropriate analyses of these samples shall be made before commingling to determine gross metal content of Precious Metals or gross metal or mineral content of Other Minerals. The Owner shall retain such analyses for a reasonable amount of time, but not less than twenty-four (24) months, after receipt by the Holder of the Royalty paid with respect to such commingled Minerals from the Property, and shall retain such samples taken from the Property for not less than thirty (30) days after collection.

## 4. Definitions

“**Affiliated Party**” means a corporation that de facto controls or is controlled by or is under common control with the relevant Party hereto. An affiliate of a Party is an Affiliated Party.

“**Applicable Spot Price**” means the average London Bullion Market Association P.M. Gold Fix, calculated by dividing the sum of all such prices reported for the month by the number of days for which such prices were reported.

**“Holder”** means the holder of the Royalty.

**“Owner”** means the owner(s) of a 100% interest into the Property.

**“Parties”** means the Holder and the Owner, collectively.

**“Party”** means either of the Parties individually.

**“Processor”** means any third party smelter, refiner or processor of Minerals other than the Owner or its Affiliates.

Capitalized terms not otherwise herein defined shall have the meaning ascribed thereto in the Property Acquisition Agreement.