## **OPTION AGREEMENT**

THIS AGREEMENT made and entered into as of the 7<sup>th</sup> day of April, 2020 (the "Effective Date").

#### BETWEEN:

JEAN MARC GAUDREAU, having an address at 304 Tupper Street, Hanmer, Ontario, P3P 1G6

(the "**Optionor**")

#### AND:

**ELEMENT79 GOLD CORP.**, a British Columbia corporation having an address at 320 – 638 Broughton St, Vancouver, British Columbia V6G 3K3

#### ("Element79")

## WHEREAS:

- A. Optionor is the recorded and beneficial owner of an undivided 100% interest in and to the Property (as defined below).
- B. Optionor has agreed to grant to Element79 the sole and exclusive right and option to acquire a 100% right, title and interest in and to the Property, subject only to the NSR Royalty (as defined below), in accordance with the terms and conditions of this Agreement.

**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 hereto, it is agreed as follows:

#### ARTICLE 1 INTERPRETATION

#### 1.1 <u>Definitions</u>

In this Agreement, including the Recitals hereto, the following words, phrases and expressions will have the following meanings:

- "Business Day" means any day, other than a Saturday, a Sunday or a day upon which the principal commercial banks in Vancouver, British Columbia are generally not open for business;
- (b) "Closing Date" means the date upon which Element79 completes a Going Public Transaction;
- "Designees" means Timothy Martel, having an address at 31 Front St, Nairn Centre, Ontario, POM 2LO and Christopher Brent Patrie having an address at 4554 Elizabeth Crescent, Val Therese, Ontario, P3P 1G6;
- (d) "Effective Date" means the date of this Agreement first written above;

- (e) **"Encumbrance**" mans any mortgage, charge, pledge, hypothecation, security interest, assignment, lien, charge, royalty, restrictive covenant or other encumbrance of any nature;
- (f) "Environmental Law" means all requirements of the common law or of the environmental, health or safety statutes, regulations, rules, ordinances, policies, orders, approvals, notices, licenses, permits or directives of any federal, provincial or local judicial, regulatory or administrative agency, board or governmental authority applicable to the Property;
- (g) "Exchange" means a recognized Canadian stock exchange;
- (h) "Going Public Transaction" means an initial public offering or business transaction involving Element79, including a merger, amalgamation, arrangement, share exchange take-over bid, capital pool transaction or any similar transaction resulting in Element79 Shares or common shares of another issuer exchanged therefor being tradable securities listed on an Exchange;
- "Mineral Rights" means the exploration licenses, mineral claims, mining leases, mining licenses, mineral concessions and other forms of mineral tenure listed in Schedule "A" attached hereto together with any and all substitute or successor titles thereto, and any mineral claims acquired pursuant to section 2.9;
- (j) "NSR Royalty" means the net smelter royalty in the form attached as Schedule "C";
- (k) "Option Period" means the period commencing on the date hereof and ending on the earlier of (i) the date that the Option is deemed to have been exercised by Element79 in accordance with the terms and conditions of this Agreement, and (ii) the date that this Agreement is terminated pursuant to its terms;
- (I) "Property" means the Dale property located in Ontario, Canada comprised of the Mineral Rights and, as of the Effective Date, covering an area of approximately 1694 hectares and as described in Schedule "B" hereto (as amended from time to time to reflect the addition of any mineral claims that become part of the Property pursuant to the addition of AOI Property under Section 2.9); and
- (m) "Element79 Shares" means common shares in the capital of Element79.

# 1.2 Interpretation

- (a) Words (including defined terms) using or importing the singular number include the plural and vice versa and words importing one gender only will include all genders and words importing persons in this Agreement will include individuals, partnerships, corporations and any other entities, legal or otherwise.
- (b) The word "including" means "including without limitation" and "include" and, "includes" will be construed similarly;
- (c) The headings used in this Agreement are for ease of reference only and will not affect the meaning or the interpretation of this Agreement.
- (d) All references to the symbol "\$" are to lawful money of Canada unless specifically stated otherwise.

(e) If the date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day that is a Business Day.

#### 1.3 <u>Schedules</u>

The following schedules attached to this Agreement will form part of this Agreement:

Schedule A – Mineral Rights Schedule B – Map of the Property Schedule C – Net Smelter Return

#### ARTICLE 2 THE OPTION

#### 2.1 Option

Optionor hereby grants to Element79 the sole and exclusive right and option, subject to the terms of this Agreement, to acquire an undivided 100% interest in the Property free and clear of all Encumbrances save and except for the NSR Royalty (the "**Option**"). In order to exercise the Option, Element79 must complete the following requirements (the "**Option Exercise Requirements**"):

(a) make aggregate cash payments of \$127,000 as follows:

(i) \$12,000 to Optionor within 30 days of the Effective Date;

- (ii) \$15,000 to Optionor on or before December 31, 2021;
- (iii) \$18,000 to Optionor on or before December 31, 2022;
- (iv) \$21,000 to Optionor on or before December 31, 2023; and
- (v) \$51,000 to Optionor on or before December 31, 2024
- (b) issue a total of 200,001 Element79 Shares at a deemed price of \$0.05 per Element79 Share equally split between the Optionor and the two designees within 180 days of the Effective Date. Shares are subject to a 4 month hold from the date of the public listing on a Canadian Stock Exchange.
- (c) make aggregate share payments totalling \$192,000 calculated at the price of the average VWAP of the 10 trading days prior to the issuance date, distributed equally between the Optionor and each of the two designees as follows:
  - (i) \$30,000 of Element79 shares on or before December 31, 2021;
  - (ii) \$33,000 of Element79 shares on or before December 31, 2022;
  - (iii) \$36,000 of Element79 shares on or before December 31, 2023; and
  - (iv) \$93,000 of Element79 shares on or before December 31, 2024;

(d) execute and deliver to the Optionor on the Closing Date, the NSR Royalty granting the Optionor a 0.5% net smelter return royalty on the Property, subject to the right of Element79 to re-purchase 100% of the NSR Royalty for total consideration of \$525,000 at any time.

## 2.2 <u>Resale Restrictions and Escrow/Pooling Requirements</u>

Optionor acknowledges that:

- (a) Element79' ability to issue Element79 Shares pursuant to this Agreement is subject to applicable securities laws and the rules and policies of the Exchange, and that the Element79 Shares issued pursuant to this Agreement will be subject to resale restrictions imposed by the applicable securities laws and the rules of the Exchange, which rules require that a restrictive legend be placed on share certificates delivered under this Agreement, and Optionor covenants and agrees with Element79 to abide by all such resale restrictions; and
- (b) in the context of a Going Public Transaction, Element79' ability to issue Element79 Shares pursuant to this Agreement may be subject to the Element79 Shares issuable hereunder being subject to escrow or pooling agreements pursuant to applicable securities laws or the rules of the Exchange, and Optionor covenants and agrees to (and will cause Designees to) sign any such escrow or pooling agreement and abide by any such restrictions.

## 2.3 <u>Fundamental Changes</u>

In the event of the issue of Element79 Shares pursuant to this Agreement after the occurrence of one or more events involving the capital reorganization, reclassification, subdivision or consolidation of the Element79 Shares, or the merger, amalgamation or other corporate combination of the Element79 with one or more other entities, or of any other events in which new securities of any nature are delivered in exchange for the issued Element79 Shares and such issued Element79 Shares are cancelled (a "**Fundamental Change**"), in lieu of issuing the Element79 Shares which, but for such Fundamental Change and this provision, would have been issued, Element79 or its successor will issue instead such number of new securities as would have been delivered as a result of the Fundamental Change in exchange for those Element79 Shares which Optionor would have been entitled to receive if such issue had occurred prior to the Fundamental Change.

#### 2.4 Deemed Exercise of the Option

Element79 will be deemed to have exercised the Option and to have acquired an undivided 100% legal and beneficial interest in the Property free and clear of all Encumbrances save for the NSR Royalty, upon it having completed the Option Exercise Requirements on or before the dates contemplated under Section 2.1.

# 2.5 Option Only

This Agreement is for an option only and, for greater certainty, the payments and actions contemplated under Section 2.1 above will not be construed as obligating Element79 to do any acts, issue any Element79 Shares, or make any payments hereunder, and any act, issuance, expenditure or payment as will be made hereunder will not be construed as obligating Element79 to do any further act or make any further issuance, expenditure or payment.

# 2.6 <u>Termination before Deemed Exercise of the Option</u>

If the Option is terminated prior to it being exercised then:

- (a) any cash payments made and any Element79 Shares issued by Element79 under this Agreement will be retained by Optionor or Designees, as applicable, and Element79 will have no interest in the Property; and
- (b) no party will have any further obligation to the other hereunder, except those obligations which are expressly made to survive termination of this Agreement in accordance with Section 6.2(d).

## 2.7 <u>Transfer of Title</u>

Upon the deemed exercise of the Option, Optionor will take such steps as will be necessary (including delivering duly executed transfer documents), and in a timely manner, to effect transfer from Optionor to Element79 of registered title to the Property, subject to its obligations under this Agreement. Transfer of registered title to the Property pursuant to this section 2.7 will be at Element79' sole cost and expense.

## 2.8 <u>No Construction Before Transfer of Title</u>

Element79 will not commence or undertake any construction of facilities or infrastructure required to bring a mine on the Property or any part thereof to production until the earlier of (i) the date transfer of registered title to the Property to Element79 has been completed and (ii) 30 days following the date of the deemed exercise of the Option. For greater certainty, this paragraph will not restrict construction of facilities or infrastructure for the purpose of facilitating exploration and development activities notwithstanding that such facilities or infrastructure may also be required or utilized in the event a mine is brought into production on the Property.

## 2.9 <u>Area of Interest</u>

If at any time during the term of this Agreement, Optionor or an affiliate of Optionor acquires, directly or indirectly, any interest in any property which is all or partly within one kilometer of the outermost boundary of the Property (the "**AOI Property**"), then Optionor or its affiliate, as applicable, must disclose the acquisition (including all costs and information it has relating to the AOI Property) promptly to Element79, and Element79 may, by notice to Optionor or its affiliate, as applicable, within 30 days of receipt of notice of the acquisition, elect to include the AOI Property within the Property.

If Element79 elects to include the AOI Property as part of the Property in accordance with this Section 2.9, then the acquisition costs of the AOI Property will, upon verification by Element79, be reimbursed to Optionor, and such AOI Property will be included as part of the Property without the payment of any additional consideration by Element79.

#### ARTICLE 3 REPRESENTATIONS AND WARRANTIES

#### 3.1 <u>Representations, Warranties and Covenants of Optionor</u>

Optionor represents, warrants and covenants to, and with, Element79 that:

(a) it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to herein or contemplated hereby and to consummate the transactions contemplated hereby;

- (b) neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, 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 and the agreements referred to herein or contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable to it or its constating documents;
- (d) all authorizations have been obtained for the execution of this Agreement and for the performance of its obligations hereunder;
- (e) this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms;
- (f) Optionor is the sole recorded and beneficial owner of a 100% undivided interest in and to the Property;
- (g) to the best of its knowledge, Optionor possesses and has good title to the Mineral Rights, free and clear of all Encumbrances or other claims whatsoever and, without limiting the generality of the foregoing, other than this Agreement, it is not aware of any agreements or options to grant or convey any interest or rights in the Property or to pay any royalties with respect to the Property in force as of the date hereof, other than the NSR Royalty;
- (h) none of the Mineral Rights comprised in the Property are subject to any area of common interest or similar obligation to or with a third person;
- (i) the Property is properly and accurately described in Schedule "B";
- to the best of its knowledge, the Mineral Rights are properly and accurately described in Schedule "A" and have been duly and validly recorded pursuant to all applicable laws and regulations and are in good standing;
- (k) it has provided Element79 or its representatives access to all information in its possession and control relating to the Property, whether in tangible or electronic form, including all maps, assays, surveys, drill logs, samples and metallurgical, geological, geophysical, geochemical and engineering data in respect thereof;
- to the best of its knowledge, there are no adverse claims, challenges, suits, actions, prosecutions, investigations or proceedings filed or pending or threatened against the Property or Optionor's ownership of or rights or title to the Property or any portion thereof;
- (m) it has not had notice of and has no knowledge of any proposal to terminate or vary the terms of or rights attaching to the Mineral Rights or any portion thereof from any governmental authority;
- all taxes, assessments, levies, filings in relation to assessment work on the Property or other payments relating to the Mineral Rights and required to be made on or before the date hereof have been made;

- (o) to the best of its knowledge, there are no claims under an Environmental Law in respect of the Property, nor to the best of its knowledge have any activities of it or on its behalf been in material violation of any applicable Environmental Law, regulations or regulatory prohibition or order, and conditions on and relating to the Property are in compliance with such Environmental Law, regulations, prohibitions and orders in all material respects; and
- (p) to the best of its knowledge, (i) there are no pending or ongoing actions taken against Optionor by or on behalf of any aboriginal councils, groups or individuals pursuant to the assertion of any land claims or rights with respect to the Property; (ii) Optionor has not entered into any impact and benefits agreements, memorandums of understanding, other agreements of the same nature or any other contracts with any aboriginal individuals, groups or councils in relation to the Property and none have been proposed; and (iii) no aboriginal councils, groups or individuals or other stakeholders have informed Optionor that they oppose the exploration of the Property or the development of a mining project thereon.

#### 3.2 <u>Representations, Warranties and Covenants of Element79</u>

Element79 represents, warrants and covenants to and with Optionor that, as of the Effective Date:

- (a) Element79 is a company duly organized, validly existing and in good standing under the laws of the Province of British Columbia;
- (b) Element79 has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement and to consummate the transactions contemplated hereby;
- (c) neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, 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;
- (d) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable to it or of its constating documents;
- (e) all corporate authorizations have been obtained for the execution of this Agreement and for the performance of its obligations hereunder;
- (f) this Agreement constitutes a legal, valid and binding obligation of Element79 enforceable against it in accordance with its terms;
- (g) no approval, authorization, consent or order of, and no filing, registration or recording with, any governmental authority is required of Element79 in connection with the execution and delivery or with the performance by Element79 of this Agreement;
- (h) as of the Effective Date, Element79 is not a reporting issuer;
- (i) the authorized capital of Element79 consists of an unlimited number of common shares without par value;

- (j) no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of Element79 or any other security convertible into or exchangeable for any such shares, or to require Element79 to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital;
- (k) Element79 has filed all federal, provincial, local and foreign tax returns which are required to be filed, or has requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for such assessments, fines and penalties which are currently being contested in good faith;
- (I) Element79 has established on its books and records, as may be applicable, reserves which are adequate for the payment of all material taxes not yet due and payable prior to the date hereof and there are no liens for taxes on the assets of Element79, and there are no audits of any of the tax returns of Element79 and none are known by Element79' management to be pending, and there are no claims which have been asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of Element79;
- (m) any and all operations of Element79 have been conducted in accordance with good industry practices and in material compliance with applicable laws, rules, regulations, orders and directions of government and other competent authorities;
- (n) the financial statements of Element79 provided to Optionor: (i) were reported in accordance with International Financial Reporting Standards applied on a basis consistent with that of the periods involved; and (ii) presented fairly the consolidated financial position of Element79 as of the respective dates thereof and the results of operations of Element79 for the periods covered thereby and accurately reflect all material liabilities (accrued, absolute, contingent or otherwise) of Element79 for the periods covered thereby and no adverse material changes in the financial position of Element79 have taken place since March 16, 2020; and
- (o) when issued, the Element79 Shares issuable hereunder will be duly and validly authorized, allotted and issued as fully paid and non-assessable shares in the capital of Element79, and Optionor and Designees will be the registered holder of and will hold legal title to the Element79 Shares issued to it hereunder, free and clear of all pre-emptive rights, mortgages, liens, charges, security interests, adverse claims, pledges and demands whatsoever arising by reason of the acts or omissions of Element79, except as imposed by the *Business Corporations Act* (British Columbia) or applicable laws or regulations.

# ARTICLE 4 COVENANTS

# 4.1 <u>Operations</u>

During the Option Period, Element79 will act as exclusive operator of the Property and shall have the exclusive working right to enter on, have exclusive and quiet possession thereof and conduct exploration, prospecting, development and any other operations on the Property as it may in its sole discretion decide, subject to such activities being conducted in a sound and workmanlike manner in accordance with sound

mining and engineering practices. During the Option Period, Element79 will maintain adequate insurance coverage in accordance with normal industry standards and practice, and will provide reasonable satisfactory evidence of such insurance at the request of Optionor.

#### 4.2 <u>Covenants of Element79</u>

During the Option Period, Element79 will:

- (a) maintain the Property in good standing and pay all costs in respect thereof;
- (b) comply with all applicable laws, permits and licences with respect to activities on the Property and post such reclamation bonds or deposits in respect of its work on the Property as may be required by any applicable authority or rights holder;
- (c) keep Optionor reasonably informed as to the activities with respect to the Property; and
- (d) upon reasonable notice, permit directors, officers, employees and designated consultants of Optionor, at their own risk and cost, access to the Property, subject always to Section 7.1.
- 4.3 <u>Covenants of Optionor</u>

During the Option Period, Optionor will:

- (a) cooperate with Element79 in its efforts to record the bills of sale, transfers and other documentation above with the appropriate governmental agency to effect a transfer of the recorded ownership of the Property in accordance with Section 2.7 above;
- (b) cooperate with Element79 in its efforts to obtain required permits and maintain the Property in good standing;
- (c) promptly deliver to Element79 any notice, demand or other material communication it receives relating to the Property; and
- (d) take any action or refrain from any action, as the case may be, as may be required in furtherance of or in support of the terms of this Agreement.

## ARTICLE 5 CLOSING DELIVERABLES

#### 5.1 Closing Deliverables of Element79

Within 120 days of the Closing Date, Element79 will deliver or cause to be delivered to Optionor:

(a) evidence of issuance of Element79 Shares in accordance with Section 2.1(b); and

#### 5.2 <u>Closing Deliverables of Optionor</u>

Optionor will deliver or cause to be delivered to Element79:

(a) upon receipt of each cash payment under Section 2.1, written acknowledgement of receipt of such cash payment, duly executed by Optionor;

- (b) no later than three (3) days before the Closing Date, a direction in writing, duly executed by Optionor and addressed to Element79, to issue Element79 Shares to Designees in accordance with 2.1(b); and
- (c) on the Closing Date, a duly executed certificate of Optionor certifying that: (i) the representations and warranties of Optionor set forth in this Agreement are true and correct as of the Closing Date in all material respects, except as affected by the transactions contemplated by this Agreement; and (ii) all of the terms, covenants and conditions of this Agreement to be complied with or performed by Optionor at or before the Closing Date have been complied with or performed.

#### ARTICLE 6 TERMINATION; INDEMNITY

## 6.1 <u>Termination</u>

This Agreement will terminate:

- (a) upon the mutual written agreement of Optionor and Element79; or
- (b) during the Option Period, upon the delivery of written notice by Element79, provided that at the time of delivery of such written notice, unless there has been a material breach of a representation or warranty given by Optionor which has not been cured, the Property is in good-standing and there has been sufficient work completed and reports filed in respect of the Property to maintain it in good-standing for a period of nine months after delivery of the notice; or
- (c) during the Option Period, by the Optionor if Element79 shall be in default in satisfying any of the Option Exercise Requirements by the times required under Section 2.1, unless such default is due to a breach by Optionor of Section 2.2 and provided that written notice of such default has been delivered to Element79 and such default has not been cured within 30 days from the date of receipt of such notice.

#### 6.2 Indemnity and Survival of Representations

- (a) The representations and warranties set out herein are conditions on which the parties have relied in entering into this Agreement and will survive the exercise of the Option until the second anniversary of the Effective Date. Each of Element79 and Optionor will indemnify and save the other harmless from and against any and all claims, judgments, liabilities, loss, cost, expense or damage, of any kind or nature whatsoever (including legal costs on a solicitor and his own client basis), arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by it and contained in this Agreement.
- (b) Element79 will indemnify and save Optionor harmless from and against any and all claims, judgments, liabilities, losses, costs, expenses or damages, of any kind or nature whatsoever (including legal costs on a solicitor and his own client basis), that Optionor suffers or incurs that arise from or relate to acts, omissions, events or circumstances in respect of the Property or this Option Agreement, including claims for breach of Environmental Laws, in each case occurring on or after the Effective Date.

- (c) Optionor will indemnify and save harmless Element79 from and against any and all claims, judgments, liabilities, losses, costs, expenses or damages, of any kind or nature whatsoever (including legal costs on a solicitor and his own client basis), that Element79 suffers or incurs as a result of any injury (including injury causing death) to any director, officer, employee or designated consultant of Optionor while on the Property.
- (d) The provisions of Section 6.2 will survive termination of this Agreement, exercise of the Option and the transfer of beneficial title to the Property to Element79.

# ARTICLE 7 MISCELLANEOUS

#### 7.1 <u>Confidentiality</u>

The parties will hold in confidence all data and information obtained in respect of the Property or otherwise in connection with this Agreement except to the extent: (i) such data and information is or becomes generally available to the public (other than as a result of a disclosure by a party or its representatives in breach of this Agreement); (ii) such data and information is derived solely from Element79' activities in respect of the Property in which case it may be disclosed by Element79; or (iii) such data or information is required to be disclosed by law or by the rules and regulations of any regulatory authority or stock exchange having jurisdiction. The foregoing restriction will not apply to disclosure of data or information by a party under the terms of a confidentiality agreement with an institutional lender or a third party in connection with a potential sale of all or an interest in the Property, sale or purchase securities of Element79.

## 7.2 Assignment

- (a) During the Option Period, neither party may sell, transfer, assign, mortgage, pledge or otherwise encumber its interest in this Agreement or any interest it creates in the Property without the prior written consent of the other party, such consent not to be unreasonably withheld.
- (b) During the Option Period, Optionor may not directly or indirectly sell, transfer, assign, mortgage, pledge or otherwise encumber its interest in the Property.
- (c) Either party will be permitted (without obtaining the prior written consent of the other party but after providing not less than 5 Business Days' notice) to assign this Agreement to an "affiliate" or "associate" as those terms are defined in the *Business Corporations Act* (British Columbia),
- (d) It will be a condition of any transfer or assignment pursuant to this section 7.2, hat: the assignee will agree in writing to be bound by the terms of this Agreement applicable to the assignor.

### 7.3 <u>Notice</u>

Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by the delivery of the same or by mailing the same by prepaid registered or certified mail or by sending the same by facsimile, e-mail, or other similar form of communication, in each case addressed as follows:

(a) If to Optionor at:

| Address:       | 304 Tupper Street       |
|----------------|-------------------------|
|                | Hanmer, Ontario P3P 1G6 |
| Attention:     | Jean Marc Gaudreau      |
| Telephone No.: | 705.822.7799            |
| Email:         | canmap@cyberbeach.net   |

(b) If to Element79 at:

| Address:   | 320 – 638 Broughton St              |
|------------|-------------------------------------|
|            | Vancouver, British Columbia V6G 3K3 |
| Attention: | CEO & Chairman                      |
| E-mail:    | contact@element79.gold              |

Any notice, direction or other instrument will (i) if delivered by hand, be deemed to have been given and received on the day it was delivered; and (ii) if sent by facsimile or e-mail be deemed to have been given and received on the Business Day following the day it was so sent.

#### 7.4 Further Assurances

Each of the parties to this Agreement will from time to time and at all times do all such further acts and execute and deliver all further deeds and documents as will be reasonably required in order fully to perform and carry out the true meaning and intent of this Agreement.

#### 7.5 Entire Agreement

The parties hereto acknowledge that they have expressed herein (including in the Schedules hereto) the entire understanding and obligation of this Agreement and it is expressly understood and agreed that no implied covenant, condition, term or reservation, will be read into this Agreement relating to or concerning any matter or operation provided for herein. This Agreement supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties hereto relating to the subject matter hereof.

#### 7.6 <u>Governing Law</u>

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The parties hereto hereby irrevocably attorn to the jurisdiction of the Courts of British Columbia.

#### 7.7 <u>Dispute Resolution</u>

Any disputes under this Agreement will be resolved through arbitration which will take place in Vancouver, British Columbia pursuant to the *Commercial Arbitration Act* (British Columbia).

#### 7.8 <u>Enurement</u>

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

#### 7.9 <u>Severability</u>

The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision or part of this Agreement, and the parties hereby undertake to renegotiate in good faith any such invalid or unenforceable provision, with a view to concluding valid and enforceable arrangements as nearly as possible the same as those contained in this Agreement.

#### 7.10 <u>Waiver</u>

Failure by any party to this Agreement to insist in any instance upon the strict performance of any obligation contained herein will not be construed as a waiver or relinquishment of such obligation. No waiver by any party to this Agreement of any such obligation will be deemed to have been made unless expressed in writing and signed by the waiving party.

#### 7.11 <u>Amendments</u>

No term or provision of this Agreement may be amended except by an instrument in writing signed by all of the parties to this Agreement.

#### 7.12 <u>Time of Essence</u>

Time will be of the essence in the performance of this Agreement.

#### 7.13 Force Majeure

No party will be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its control (except those caused by its own lack of funds) including acts of God, fire, flood, explosion, strikes, lockouts or other industrial disturbances, laws, rules and regulations or orders of any duly constituted governmental authority, government intervention with operations, war or protests, demonstrations or other events causing work stoppages by environmental lobbyists, non-governmental organizations or aboriginal or other local community groups (each an "**Intervening Event**"). All time limits imposed by this Agreement will be extended by a period equivalent to the period of delay resulting from an Intervening Event. A party relying on the provisions of this section will take all reasonable steps to eliminate an Intervening Event and, if possible, will perform its obligations under this Agreement as far as practical, but nothing herein will require such party to settle or adjust any labour dispute or to question or to test the validity of any law, rule, regulation or order of any duly constituted governmental authority or to complete its obligations under this Agreement if an Intervening Event renders completion impossible. Notwithstanding the foregoing, the period of the extensions, collectively, due to work stoppages by environmental lobbyists, non-governmental organizations or aboriginal or other local community groups will not exceed eighteen months in aggregate before exercise of the Option.

#### 7.14 Counterparts

This Agreement may be executed in several counterparts (including by PDF), each of which when so executed will be deemed to be an original and will have the same force and effect as an original and such counterparts together will constitute one and the same instrument.

#### [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement effective as of the 7<sup>th</sup> day of April, 2020.

JEAN MARC GAUDREAU

aug hear Per:

Authorized Signatory

ELEMENT79 GOLD CORP.

Per: no Authorized Signatory

# SCHEDULE "A"

#### **MINERAL RIGHTS**

|          | Tenure |                            | Anniversary |        |            | Work     |                    |
|----------|--------|----------------------------|-------------|--------|------------|----------|--------------------|
| Township | ID     | Tenure Type                | Date        | Status | Percentage | Required | Title Holders Name |
| DALE     | 105070 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 291824 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 237354 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 217279 | Boundary Cell Mining Claim | 2021-02-25  | Active | 100%       | \$200    | Jean Marc Gaudreau |
| DALE     | 217278 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 176466 | Boundary Cell Mining Claim | 2021-02-25  | Active | 100%       | \$200    | Jean Marc Gaudreau |
| DALE     | 151858 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 119687 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 105203 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 343541 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 343540 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 343539 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$200    | Jean Marc Gaudreau |
| DALE     | 292498 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 292497 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 292496 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$200    | Jean Marc Gaudreau |
| DALE     | 283902 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 238006 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 238005 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 217930 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 182579 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 169133 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 169132 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 136601 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 124317 | Single Cell Mining Claim   | 2022-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 331869 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 314578 | Boundary Cell Mining Claim | 2021-02-25  | Active | 100%       | \$200    | Jean Marc Gaudreau |
| DALE     | 314577 | Boundary Cell Mining Claim | 2021-02-25  | Active | 100%       | \$200    | Jean Marc Gaudreau |
| DALE     | 296470 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 278390 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 277607 | Boundary Cell Mining Claim | 2021-02-25  | Active | 100%       | \$200    | Jean Marc Gaudreau |
| DALE     | 260013 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 248550 | Boundary Cell Mining Claim | 2021-02-25  | Active | 100%       | \$200    | Jean Marc Gaudreau |
| DALE     | 248549 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |

| DALE | 230721 | Boundary Cell Mining Claim | 2021-02-25 | Active | 100% | \$200 | Jean Marc Gaudreau |
|------|--------|----------------------------|------------|--------|------|-------|--------------------|
| DALE | 222394 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 192480 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 145292 | Boundary Cell Mining Claim | 2021-02-25 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 145291 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 141783 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 141782 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 127513 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 314266 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 248209 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 240230 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 240229 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 210317 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 203674 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 191534 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 191533 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 174098 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 145002 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 145001 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 104408 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 330523 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 317814 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 300482 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 296469 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 278391 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 270559 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 263824 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 242546 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 151967 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 151966 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 111863 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 337501 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 163084 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 222393 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 163085 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 157008 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 157007 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 119688 | Boundary Cell Mining Claim | 2021-02-25 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 119686 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 104409 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |

| DALE | 139577 | Boundary Cell Mining Claim | 2021-06-21 | Active | 100% | \$200 | Jean Marc Gaudreau |
|------|--------|----------------------------|------------|--------|------|-------|--------------------|
| DALE | 314284 | Boundary Cell Mining Claim | 2021-06-21 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 306766 | Single Cell Mining Claim   | 2021-06-21 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 287358 | Single Cell Mining Claim   | 2021-06-21 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 240256 | Single Cell Mining Claim   | 2021-06-21 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 240241 | Boundary Cell Mining Claim | 2021-06-21 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 203691 | Boundary Cell Mining Claim | 2021-06-21 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 203690 | Boundary Cell Mining Claim | 2021-06-21 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 174116 | Boundary Cell Mining Claim | 2021-06-21 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 145542 | Single Cell Mining Claim   | 2021-06-21 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 180652 | Boundary Cell Mining Claim | 2021-06-21 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 341671 | Single Cell Mining Claim   | 2021-06-21 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 254208 | Boundary Cell Mining Claim | 2021-06-21 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 216107 | Boundary Cell Mining Claim | 2021-06-21 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 548646 | Single Cell Mining Claim   | 2021-04-16 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 548647 | Single Cell Mining Claim   | 2021-04-16 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 548648 | Single Cell Mining Claim   | 2021-04-16 | Active | 100% | \$400 | Jean Marc Gaudreau |

## SCHEDULE "B"



## MAP OF THE PROPERTY

| Ont         | Ontario MINISTRY OF NORTHERN DEVELOPMENT AND MINES Dale Property<br>MLAS Map Viewer Dale Property |     |         |  |   |   |  |  |  |   |  |  |        |        |       |     |
|-------------|---|-----|---------|--|---|---|--|--|--|---|--|--|--------|--------|-------|-----|
| 328000      | 231358  | 1   | 3280    | 05,327   | 530531  | 530533  | / 330 /  | 331  | 332  | 333   | 316756                                       | 121936                                   | 289836 | 252606 | 10427 | 7   |
| 344         | 345   | 346 | X       | 347  | 348   | 349   | 350  | 351  | 352  | 353<br>PAT-15                                   | 354  | 355                                      | 356    | 357    | 358   | 359 |
| 41<br>364   | O16K<br>365   | 366 |         | 367<br>283902<br>Feb 25, 2021                    | 368<br><b>23 8005</b><br>Feb 25, 2021             | 369<br>343 541<br>Feb 25, 2021                    | 370<br>343540<br>Feb 25, 2021                    | 371<br>343539<br>Feb 25, 2021<br>(\$200)         |  | 373<br><b>127513</b><br>Feb 25, 2021<br>(\$200) | 374<br>191533<br>Feb 25, 2021<br>(\$200)     | 375<br>174098<br>Feb 25, 2021<br>(\$200) | 376    | 377    | 378   | 375 |
| 384         | 385   | 386 | 6       | 387<br>105203<br>Féb 25, 2021                    | 388<br><b>13 6601</b><br>Feb 25, 2021             | 389<br><b>238006</b><br>Feb 25, 2021              | 390<br><b>292497</b><br>Feb 25, 2021             | 391<br>292496<br>Feb 25, 2021<br>(\$200)         | 392<br><b>240229</b><br>Feb 25, 2021             | 393<br><b>3 1 4 2 6 6</b><br>Feb 25, 2021       | 394<br><b>248209</b><br>Feb 25, 2021         | 395<br>191534<br>Feb 25, 2021            | 396    | 397    | 398   | 399 |
| 004         | 005   | 006 |         | 007<br>217930<br>Feb 25, 2021                    | 008<br><b>292498</b><br>Feb 25, 2021              | 009<br><b>169133</b><br>Feb 25, 2021              | 010<br>169132<br>Feb 25, 2021<br>(\$10,532 res)  | 011<br><b>182579</b><br>Feb 25, 2021             | 012<br>145002<br>Feb 25, 2021                    | 013<br><b>210317</b><br>Feb 25, 2021            | 014<br><b>203 67 4</b><br>Feb 25, 2021       | 015<br><b>240230</b><br>Feb 25, 2021     | 015    | 017    | 018   | 019 |
| 024         | 025   | 026 | X       | 027<br>141783<br>Feb 25, 2021                    | 028<br>141782<br>Feb 25, 2021                     | 029<br>124317<br>Feb 25, 2021                     | 030<br><b>2783 90</b><br>Feb 25, 2021            | 031<br>163084<br>Feb 25, 2021                    | 032<br>337501<br>Feb 25, 2021                    | 033<br>242546<br>Feb 25, 2021                   | 034<br>111863<br>Feb 25, 2021                | 035<br>270559<br>Feb 25, 2021            | 036    | 037    | 038   | 039 |
| NEW         |   | 20  | DAL     | 216107<br>230721<br>Feb 25, 2021<br>Jun 21, 2021 | 180652<br>314577<br>Feb 25, 2021<br>Jun 21, 2021  | 049<br><b>145291</b><br>Feb 25, 2021              | 050<br>192480<br>Feb 25, 2021                    | 051<br><b>163085</b><br>Feb 25, 2021             | 052<br>119686<br>Feb 25, 2021                    | 053<br>278391<br>Feb 25, 2021                   | 054<br>330523<br>Feb 25, 2021                | 055<br>151966<br>Feb 25, 2021            | 056    | 057    | 058   | 059 |
| 1 4 7 4 7 F | 065<br>-11064<br>-15201   | 066 | X       | <b>341671</b><br>Jun 21, 2021                    | 248550<br>254208<br>Feb 25, 2021<br>Jun 21, 2021  | 069<br>248549<br>Feb 25, 2021                     | 070<br><b>2223 94</b><br>Feb 25, 2021            | 071<br><b>222393</b><br>Feb 25, 2021             | 072<br>157007<br>Feb 25, 2021                    | 073<br><b>296469</b><br>Feb 25, 2021            | 074<br>317 814<br>Feb 25, 2021               | -7-7-7                                   | 076    | 077    | 7 078 | 079 |
| 41<br>084   | 016F<br>085   | 086 | and the | 087<br>548646<br>Apr 16, 2021                    |   |   | 090<br><b>296470</b><br>Feb 25, 2021             | 091<br><b>157008</b><br>Feb 25, 2021             | 092<br>104409<br>Feb 25, 2021                    | 093<br><b>104408</b><br>Feb 25, 2021            |  | 095<br>263824<br>Feb 25, 2021            | 096    | 097    | 098   | 099 |
| 104         | 105   | 106 |         | 107<br>548647<br>Apr 16, 2021                    | 13 9577<br>145292<br>Feb 25, 2021<br>Jun 21, 2021 | 203 690<br>314578<br>Feb 25, 2021<br>Jun 21, 2021 | 277607<br>174116<br>Feb 25, 2021<br>Jun 21, 2021 | 314284<br>119688<br>Feb 25, 2021<br>Jun 21, 2021 | 176466   | 113<br>119687<br>Feb 25, 2021                   | 114<br>105070<br>Feb 25, 2021                | 115<br>151858<br>Feb 25, 2021            | 116    | 117    | 118   | 119 |
| 124         | 125   | 126 |         | 127<br>548648<br>Apr 16, 2021                    |   | 129<br><b>240256</b><br>Jun 21, 2021              | 130<br>1 <b>455 42</b><br>Jun 21, 2021           | 131<br><b>287358</b><br>Jun 21, 2021             | 217279<br>203691<br>Jun 21, 2021<br>Feb 25, 2021 | 133<br>237354<br>Feb 25, 2021                   | 134<br>217/278<br>Feb 25, 2021               | 135<br><b>291824</b><br>Feb 25, 2021     | 136    | 137    | 138   | 139 |
| 144         | 145   | 146 |         | 147  | 148   | 3241<br>149<br>RY NOEL GE                         | 150<br>RVAIS Jul 8,                              | 151<br>2021                                      | 152  | 153 514   | ORTUNE <sup>4</sup> RES<br>091<br>ORATION Ap | /155                                     | 156    | 157    | 158   | 159 |

# SCHEDULE "C"

# NET SMELTER RETURN ROYALTY AGREEMENT

#### NET SMELTER RETURNS ROYALTY AGREEMENT

THIS ROYALTY AGREEMENT dated as of the 7<sup>th</sup> day of July, 2020

## **BETWEEN:**

**ELEMENT79 GOLD CORP.**, a British Columbia corporation having an address at 320 – 638 Broughton St, Vancouver, British Columbia V6G 3K3

("Payor")

AND:

JEAN MARC GAUDREAU, having an address at 304 Tupper Street, Hanmer, Ontario, P3P 1G6

(the "Recipient")

**WHEREAS** Payor has this day acquired from the Recipient, and is the registered and beneficial owner of, the mineral titles set out in Appendix "A" to this Royalty Agreement, pursuant to the terms of an option agreement between the Payor and the Recipient dated as of April 7<sup>th</sup>, 2020 (the "**Option Agreement**");

**AND WHEREAS** the Option Agreement provides that the Payor shall pay to the Recipient a net smelter returns royalty on all minerals mined, produced or otherwise recovered from the Property;

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

# ARTICLE 1. INTERPRETATION

# 1.1 Definitions

In this Royalty Agreement, unless otherwise provided:

- (a) **"Additional Property"** means all mineral claims, leases or other rights that the Payor or its Affiliates may, at any time and from time to time, hereinafter acquire or hold, in whole or in part, within the Area of Interest;
- (b) **"Affiliate**" means, in respect of any person, any other person which, directly or indirectly, Controls, is Controlled by, or is under common Control with such person;
- (c) **"Allowable Deductions**" means all costs, charges and expenses paid, incurred, or deemed incurred by the Payor for or with respect to Products including:
  - charges for treatment in the smelting, refining and other beneficiation processes (including handling, provisional settlement fees, weighing, sampling, assaying, umpire and representation costs, penalties, and other processor deductions), but excluding costs of mining, milling, leaching, concentrating, producing date or other similar processing costs,

- actual costs of transportation (including loading, freight, insurance, security, surveyor fee, transaction taxes, handling, port fees, demurrage, delay, and forwarding expenses incurred by reason of or in the course of transportation) of Products from the Property to the place of treatment and then to the place of sale,
- (iii) costs or charges for or in connection with insurance, storage, or representation at a smelter or refinery for Products or refined metals, and
- (iv) actual selling, marketing and brokerage costs on all Products for which the Royalty is based on proceeds actually received by the Payor, provided such costs are reasonable,

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

- (d) "Area of Interest" means the area wholly or partly within 1 kilometers from the circumambient boundaries of the Property, provided that if there is any Additional Property that has been staked or otherwise acquired by Payor or its Affiliates, then that Additional Property will not be included in the Property for purposes of determining the Area of Interest;
- (e) **"Business Day**" means any day, other than a Saturday, Sunday or any other day that is a statutory holiday in British Columbia or Quebec;
- (f) "Commercial Production" means, and is deemed to have been achieved, when the concentrator processing ores, for other than testing purposes, has operated for a period of 45 consecutive production days at an average rate of not less than 70% of design capacity or, if a concentrator is not erected on the Property, when ores have been produced for a period of 45 consecutive production days at the rate of not less than 70% of the mining rate specified in a study and mine plan recommending placing the Property in production;
- (g) "Control" means:
  - (i) when applied to the relationship between a Person and a corporation, the beneficial ownership by such Person at the relevant time of shares of such corporation carrying more than 50% of the voting rights ordinarily exercisable at meetings of shareholders of such corporation or carrying sufficient rights to elect a majority of the directors of such corporation, or the ability of such Person to otherwise elect or appoint a majority of the directors of such corporation or influence their voting through any contract, understanding or other arrangement; and
  - (ii) when applied to the relationship between a Person and a partnership, joint venture or other Person, the beneficial ownership by such Person at the relevant time of more than 50% of the ownership interests of the partnership, joint venture or other Person in circumstances where it can

reasonably be expected that such Person has the ability to direct the affairs of such partnership, joint venture or other Person;

and the words "Controlled by", "Controlling" and similar words have corresponding meanings; provided that a Person (the "first-mentioned person") who Controls a corporation, partnership, joint venture or other Person (the "second-mentioned person") shall be deemed to Control: (i) any corporation, partnership, joint venture or other Person (the "third-mentioned person") which is Controlled by the second-mentioned Person, (ii) any corporation, partnership, joint venture or other person which is Controlled by the third-mentioned Person, and (iii) so on;

- (h) "Encumbrance" means any encumbrance of any kind whatever (registered or unregistered) and includes a security interest, mortgage, lien, hypothec, pledge, hypothecation, assignment, charge, security under Section 426 or Section 427 of the Bank Act (Canada), trust or deemed trust (whether contractual, statutory or otherwise arising), any easement, restrictive covenant, limitation, agreement, reservation, right of way, restriction, encroachment or burden or any other right or claim of others of any kind whatever affecting the Property, or the use thereof and any rights or privileges capable of becoming any of the foregoing;
- (i) "Governmental Entity" means (a) any multinational, federal, provincial, state, regional, municipal, local, or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, (b) any subdivision, agent, commission, board or authority of any of the foregoing, (c) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (d) any stock exchange;
- (j) "Gross Proceeds" means actual gross proceeds received by the Payor from the Sale of Products from the Property, whether processed on or off of the Property;
- (k) "Law" or "Laws" means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority (including, where applicable the any applicable stock exchange), and the term "applicable" with respect to such laws and in a context that refers to one or more persons, means such laws as are applicable to such person or its business, undertaking, property or securities and emanate from a person having jurisdiction over the person or persons or its or their business, undertaking, property or securities;
- (I) "Loss" means an insurable loss of or damage to Products, whether or not occurring on or off the Property and whether the Products are in the possession of the Payor or otherwise;
- (m) "Materials" has the meaning provided in Section 4.4 of this Royalty Agreement;

- (n) "**Metal**" means any metallic element in whatever form and however contained, including vanadium, titanium, iron, copper, zinc, nickel, lead, cobalt, iridium and uranium;
- (o) "Net Smelter Returns" means:
  - (i) Gross Proceeds less Allowable Deductions; or
  - (ii) if there is a Loss of Products, the sum of the insurance proceeds in respect of such Loss;
- (p) "Notice" has the meaning provided in Section 7.5 of this Royalty Agreement;
- (q) **"Option Agreement**" has the meaning provided in the Recitals to this Royalty Agreement;
- (r) "Parties" means the parties to this Royalty Agreement and "Party" means any one of them;
- (s) "Payor" shall refer to the Payor and its successors in interest,;
- (t) "Person" means an individual, a partnership, a corporation, a Governmental Entity, a trustee, any unincorporated organization and the heirs, executors, administrators or other legal representatives of an individual and words importing "Person" have similar meaning;
- (u) "Prime Rate" for any day means the rate of interest expressed as a rate per annum that The Toronto Dominion Bank publishes at its head office in Toronto as the reference rate of interest that it will charge on that day for Canadian dollar demand loans to its customers in Canada and which it at present refers to as "TD Prime Rate";
- (v) **"Products**" means all Metal that is produced or extracted for use or commercial sale by or on behalf of the Payor from the Property;
- (w) "Property" means the mineral claims set out in Appendix "A" to this Royalty Agreement, together with any and all mineral rights, surface rights, leases, licences, permits or other rights or forms of tenure (including, but not limited to, unpatented claims, licences of occupation, patented freehold claims and patented leasehold claims) resulting from present or future renewals, extensions, modifications, substitutions, amalgamations, successions, severances, conversions, demise to lease, renaming or variation of any of those mineral claims or additional acquired interests that derive directly from those mineral claims or additional acquired interests (whether granting or conferring the same, similar or any greater rights and whether extending over the same or a greater or lesser domain) and will automatically include any Additional Property except for purposes of determining the Area of Interest as set out in Section 1.1(d);
- (x) "Quarter" and "Quarterly" mean the period commencing on the date after commencement of Commercial Production that the Payor first receives payment for the Sale of Product or the out-turn of refined metals by a refinery to the Payor's pool account in respect of Products and expiring on the day preceding the next

occurring 1<sup>st</sup> day of January, April, July or October and thereafter each successive period of three (3) calendar months;

- (y) **"Recipient**" shall refer to the Recipient, its Affiliates or successors in interest, including without limitation any assignees;
- (z) **"Royalty**" means the royalty interest in the minerals within, upon or under the Property, calculated as 0.5% of the Net Smelter Returns;
- (aa) **"Royalty Agreement**" means this Net Smelter Returns Royalty Agreement, including the appendices thereto;
- (bb) "Sale" or "Sold" means:
  - a sale or transfer of title to Products by the Payor to a buyer (and includes a transfer or deemed transfer of title to Products transported off the Property that Payor elects to have credited to or held for its account by a smelter, refiner or broker), or
  - (ii) any Loss prior to any transfer or deemed transfer of title to Products;
- (cc) **"Trading Activities**" has the meaning provided in Section 3.6 of this Royalty Agreement.

# 1.2 Appendices

1.2.1. Appendix "A", which is attached to this Royalty Agreement, is incorporated into and forms part of this Royalty Agreement.

# 1.3 Severability

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

# 1.4 Performance on Holidays

1.4.1. If any action is required to be taken pursuant to this Royalty Agreement on or by a specified date which is not a Business Day, then such action will be valid if taken on or by the next Business Day.

# 1.5 Currency

1.5.1. Unless otherwise indicated, all references to currency herein, including "\$" are to lawful money of Canada.

# 1.6 Headings

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

## ARTICLE 2. NET SMELTER RETURNS ROYALTY

# 2.1 Net Smelter Returns Royalty

- 2.1.1. Subject to Section 2.1.2, the Payor hereby acknowledges that the Recipient has reserved to itself from the sale of the Property to the Payor pursuant to the Option Agreement a royalty interest in all minerals within, upon or under the Property, at the rate of 0.5% of the Net Smelter Returns. The Payor hereby covenants and agrees to pay to the Recipient, the Royalty on all Product Sold or otherwise disposed of on and subject to the terms of this Royalty Agreement.
- 2.1.2. The Payor has the right to repurchase, at any time 0.5% of the Royalty for \$525,000 payable to the Recipient in immediately available funds.

# 2.2 Interest in the Property

- 2.2.1. The Parties intend that the Royalty, to the extent permissible under applicable Law, constitutes an interest in the Property and agree that:
  - (a) the Royalty will run with the title to the Property, and any disposition or transfer of the Property, or any interest therein, shall be subject to the Royalty;
  - (b) the Payor will, from time to time, upon request by the Recipient, sign and deliver to the Recipient, and the Recipient may register or otherwise record against the Property, this Royalty Agreement, a mortgage or other security agreement, and any other similar document or documents as the Recipient may reasonably request that will have the effect of giving notice of the existence of the Royalty to third Persons, protecting the Recipient's right to receive the Royalty, and securing payment of the Royalty and the covenants and obligations of the Payor under this Royalty Agreement; and
  - (c) if any Additional Property is acquired, the Payor agrees to execute and deliver such document or documents as the Recipient may reasonably request to acknowledge that the Royalty is applicable thereto including, without limitation, any registration or recording document of the nature contemplated in Section 2.2.1(b).

# 2.3 Term

2.3.1. The Royalty shall exist in perpetuity. If any right, power or interest of either Party under this Royalty Agreement would violate the rule against perpetuities or equivalent rule under applicable Law, then such right, power or interest shall terminate at the expiration of twenty (20) years after the death of the last survivor of all the lineal descendants of Her Majesty, Queen Elizabeth II of England, living on the date of this Royalty Agreement.

# ARTICLE 3. PAYMENT

# 3.1 Commencement of Mining and Accrual of Payment Obligation

3.1.1. The Payor must give fifteen (15) Business Days' written Notice to the Recipient prior to the commencement of Commercial Production on or within the Property.

- 3.1.2. Following the Payor's first receipt of payment for a Sale of Products from the Property, the Payor must calculate and pay, at the end of each Quarter, the Royalty for such Quarter in accordance with the provisions of this ARTICLE 3 of this Royalty Agreement.
- 3.1.3. The Recipient shall have no right to receive, and the Payor shall have no right to make, Royalty payments by delivery of Product in kind.
- 3.1.4. At the time each Royalty payment is paid to the Recipient, the Payor shall prepare and deliver to the Recipient a statement setting out in reasonable detail the manner in which such Royalty payment was calculated, including: (i) the quantities of Product Sold with respect to such period; (ii) the calculation of the applicable Royalty; and (iii) in the event of any commingling, a summary of the determination by the Payor of the quantity of Product subject to the Royalty.
- 3.1.5. Notwithstanding the terms of any other provision of this Agreement, the Payor shall not be obligated to make any Royalty payment before the Payor has received payment for the sale or other disposition of such Product and any Royalty due in respect of a Loss will accrue when the insurance proceeds are paid.
- 3.1.6. All Royalty payments, including interest, if any, will be made subject to withholding or deductions 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 Entity having power and jurisdiction to tax and for which the Payor is obligated in law to withhold or deduct and remit to such Governmental Entity. The Payor shall set out in the statement referred to in section 3.1.4 any amount so withheld.

# 3.2 Payments

3.2.1. Royalty payments will be due and payable Quarterly on the last day of the month next following the end of the calendar Quarter in which the obligation to pay the same accrued. All Royalty payments shall bear interest at a rate per annum equal to the Prime Rate, calculated and payable monthly, both before and after judgment, with interest on overdue interest at the same rate, from the date that the applicable Royalty payment becomes due and payable to the date of payment of the applicable Royalty payment by the Payor to the Recipient.

# 3.3 Audit and Adjustments

3.3.1. All Royalty payments will be considered final and in full satisfaction of all obligations of the Payor unless the Recipient gives the Payor written Notice describing and setting forth an objection to the determination or calculation of the Royalty within two years after receipt by the Recipient of the statement referred to in Section 3.1.4 of this Royalty Agreement that relates to the Royalty payment in question. If the Recipient objects to the calculation of a particular Royalty payment, then the Recipient shall have the right, for a period of 120 days after the Payor receives Notice of such objection, upon reasonable Notice and at all reasonable times, to have the Payor's accounts and records relating to the calculation of the Royalty in question audited by an independent firm of certified public accountants selected by the Recipient. If such audit determines that there has been a deficiency or an excess in the payment made to the Recipient, such deficiency or excess will be resolved by adjusting the next Quarterly Royalty payment due. The Recipient will pay all costs of such audit unless a deficiency of 2% or more of the amount due to the Recipient is determined

to exist. The Payor will pay the costs of such audit if a deficiency of 2% or more of the amount due to the Recipient is determined to exist. Failure on the part of the Recipient to make claim on the Payor for adjustment in the two-year period following receipt by the Recipient of the statement referred to in Section 3.1.4 of this Royalty Agreement will establish the correctness of the Royalty payment and preclude the filing of exceptions thereto or making of claims for adjustment thereon.

# 3.4 Currency and Wire Transfer

3.4.1. All Royalty payments must be made in Canadian dollars via the transfer of immediately available funds to such bank account as the Recipient may nominate in writing to the Payor from time to time.

# 3.5 Sales to or Processing by Affiliates

3.5.1. The Payor will be permitted to sell Products in the form of raw ore, doré, precipitates or other intermediate products or concentrates to an Affiliate of the Payor, provided that such Sales will be deemed, for the purposes of this Royalty Agreement, to have been Sold at prices and on terms no less favourable to the Payor than those that would be extended by an unaffiliated third Person in an arm's length transaction under similar circumstances. The Payor will be permitted to contract with an Affiliate of the Payor or an unaffiliated third Person for the smelting or other processing of Products, provided that such contract is on an arm's length basis at market terms.

# 3.6 Trading Activities of the Payor

3.6.1. The Payor will have the right to market and sell Products in any manner it may elect, and will have the right to engage in forward sales, futures trading or commodity options trading and other price hedging, price protection, and speculative arrangements ("**Trading Activities**") which may involve the possible physical delivery of Products. Notwithstanding anything to the contrary in the Agreement: (i) the Royalty will not apply to, and the Recipient will not be entitled or required to participate in, any gain or loss of the Payor or its Affiliate in Trading Activities; and (ii) all Trading Activities shall be for the Payor's sole account and shall not affect the calculation and payment of the Recipient's Royalty which shall be calculated and paid in accordance with Article 3 without regard to Trading Activities.

# ARTICLE 4. OPERATION OF THE PROPERTY

# 4.1 Payor to Determine Operations

4.1.1. The Payor will have complete discretion concerning the nature, timing and extent of all exploration, development, mining and other operations conducted on or for the benefit of the Property and may suspend operations and production on the Property at any time it considers prudent or appropriate to do so. The Payor will owe the Recipient no duty to explore, develop or mine the Propery, or to do so at any rate or in any manner other than that which the Payor may determine in its sole and unfettered discretion.

# 4.2 Stockpiling

4.2.1. The Payor may stockpile any Products from the Property at such place or places as the Payor may elect. In the event that the Payor stockpiles or holds inventory of any Product, it must ensure security for the site where such materials are stockpiled in accordance with industry standards.

# 4.3 Commingling

- 4.3.1. Commingling of Products from the Property with other ores, doré, concentrates, precipitates, metals, minerals or mineral by-products produced elsewhere is permitted, provided that:
  - (a) reasonable and customary procedures are established for the weighing, sampling, assaying and other measuring or testing necessary to fairly allocate valuable metals contained in such Products and in the other ores, doré, concentrates, metals, minerals and mineral by-products;
  - (b) representative samples of the Products must be retained by the Payor and assays (including moisture and penalty substances) and other appropriate analyses of these samples must be made before commingling to determine gross metal content of the Products and that the Payor must retain such analyses for a reasonable amount of time, but not less than 24 months, after receipt by the Recipient of the Royalty paid with respect to such commingled Products from the Property; and

# 4.4 Tailings

4.4.1. All tailings, residues, waste rock, spoiled leach materials, and other materials (collectively "**Materials**") resulting from the Payor's operations and activities on the Property 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 Products.

# 4.5 Activities to be conducted in a Proper Manner

4.5.1. The Payor must conduct its activities in relation to the Property in a proper manner in accordance with all applicable Law and currently accepted standards and practices in the mining industry in Canada and with the objective of minimizing, so far as practicable, both short and long term damage to the environment.

# 4.6 Insurance

4.6.1. The Payor will obtain and maintain insurance against Loss of Products prior to their Sale in such amounts and with such coverage as is consistent with Payor's normal practice.

# 4.7 Re-Acquisitions

4.7.1. In the event the Payor or any Affiliate or any successor or assign of the Payor surrenders, allows to lapse or otherwise terminates its interest in any portion or all the Property and reacquires a direct or indirect interest in respect of the land covered by the former Property within two years, then the Royalty shall apply to such interest so acquired. The Payor must

give written Notice to the Recipient within ten (10) days of any acquisition or reacquisition of the Property.

## 4.8 Additional Property

4.8.1. If the Payor or any Affiliate or successor or assignee of the Payor stakes, applies for, and obtains or otherwise acquires, directly or indirectly, Additional Property, such rights or interests shall thereafter become part of the Property.

# ARTICLE 5. RECORDS, ACCESS AND REPORTING

## 5.1 Records and Access

- 5.1.1. The Payor must:
  - (a) keep true, accurate and complete accounts and records (the "**Records**") to enable the Royalty to be calculated in accordance with this Royalty Agreement;
  - (b) permit the Recipient, after it has given Notice to the Payor, to inspect at the Payor's premises and at all reasonable times and with access to the Payor's relevant personnel, those accounts and records referred to in Subsection 5.1.1(a) of this Royalty Agreement, and to make and take away with it copies of such accounts and records;
  - (c) keep all Records in accordance with International Financial Reporting Standards as adopted by the International Accounting Standards Board; and
  - (d) permit the Recipient to enter at its own cost and risk the Property for the purpose of inspecting the area and operations in it, provided that the Recipient does not unreasonably hinder the Payor's operations in the Property and complies with the Payor's instructions and directions, including in relation to health and safety and site inductions; provided further that the foregoing site visits shall not occur more than once per calendar quarter.
- 5.1.2. The Recipient shall defend, indemnify and hold the Payor harmless from and against any losses for damage to property or injury to or death of Persons arising from any such inspection conducted pursuant to section 5.1.1(d), except to the extent the same are caused by the negligence or willful misconduct of the Payor.

# ARTICLE 6. ASSIGNMENT

# 6.1 Assignment by the Recipient

6.1.1. The Recipient may sell, convey or otherwise dispose of ("**Transfer**") (i) any of its rights under this Royalty Agreement and/or (ii) all or any undivided portion of the Royalty payable, including for an indefinite period or for a stated term of years, provided that such assignment will not be effective against the Payor until the Recipient has delivered to the Payor Notice of the assignment.

# 6.2 Assignment by Payor

- 6.2.1. The Payor must not transfer, sell, assign or otherwise dispose of all or any interest in the Property or this Royalty Agreement unless:
  - (a) the assignee has entered into a deed under which the assignee covenants to be bound by the terms of this Royalty Agreement (to the extent of the interest assigned); and
  - (b) if the Recipient has been granted a mortgage or other security agreement in respect of the Property which secures the payment of the Royalty and obligations contained in this Royalty Agreement, then the assignee must covenant to be bound by the terms of such mortgage or security agreement in a form acceptable to the Recipient.
- 6.2.2. The Payor may not Transfer any interest in this Agreement except in accordance with Section 6.2.1 of this Royalty Agreement.

# ARTICLE 7. MISCELLANEOUS

# 7.1 Governing Law

- 7.1.1. This Royalty Agreement is governed by the Law in force in the Province of British Columbia and the Law of Canada applicable in British Columbia.
- 7.1.2. Subject to Section 7.2 of this Royalty Agreement, the Parties irrevocably submit to the exclusive jurisdiction of the courts exercising jurisdiction in the Province of British Columbia and any court that may hear appeals from any of those courts for any proceeding in connection with this Royalty Agreement, subject only to the right to enforce a judgment obtained in any of those courts in any other jurisdiction.

# 7.2 Dispute Resolution

- 7.2.1. Any dispute, controversy or claim between the Parties, arising out of or relating to this Royalty Agreement, or the execution, interpretation, breach, termination, or invalidity thereof, shall be determined by arbitration in accordance with the *Arbitration Act* (British Columbia) or any successor or replacement legislation which may be in force, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the relevant Party or its assets. The place of arbitration shall be Vancouver, British Columbia and the arbitration shall be conducted in the English language.
- 7.2.2. The arbitration shall be conducted by a panel of three arbitrators. The arbitrator selected by the claimant and the arbitrator selected by the respondent shall, within ten (10) days of their appointment, select a third neutral arbitrator. In the event that they are unable to do so, the neutral third neutral arbitrator shall be appointed according to the *Arbitration Act* (British Columbia).
- 7.2.3. The arbitrators shall reduce their award to writing and deliver one copy thereof to each of the Parties, and such award will be final and binding upon the Parties.

7.2.4. Nothing in this provision shall prevent any Party from seeking conservatory or interim measures, including, but not limited to, attachments, temporary restraining orders or preliminary injunctions or their equivalent, from any court having jurisdiction thereof, either before or after the arbitral tribunal is constituted.

# 7.3 Other Activities and Interests

7.3.1. This Royalty Agreement and the rights and obligations of the Parties hereunder are strictly limited to the Property. Each Party will have the free and unrestricted right to enter into, conduct and benefit from any and all business ventures of any kind whatsoever, whether or not competitive with the activities undertaken pursuant hereto, without disclosing such activities to the other Party or inviting or allowing the other to participate therein, including activities involving mineral titles adjoining the Property. For greater certainty, nothing herein shall derogate or diminish the rights of the Recipient and the obligations of the Payor under the Option Agreement.

# 7.4 No Partnership

7.4.1. This Royalty Agreement is not intended to, and will not be deemed to, create any partnership between or among the Parties including, without limitation, a mining partnership or commercial partnership. The obligations and liabilities of the Parties will be several and not joint and no Party will have or purport to have any authority to act for or to assume any obligations or responsibility on behalf of any other Party. Nothing herein contained will be deemed to constitute a Party the partner, agent or legal representative of the other Parties or to create any fiduciary relationship between the Parties.

# 7.5 Notice

- 7.5.1. Any notice, demand, consent or other communication ("**Notice**") given or made under this Royalty Agreement:
  - (a) must be in writing and signed by a person duly authorised by the sender;
  - (b) must be delivered to the intended recipient by hand, courier, facsimile or email to the addresses below or the addresses last notified by the intended recipient, to the sender:
    - (i) to the Payor:

| Address:   | 320 – 638 Broughton St              |
|------------|-------------------------------------|
|            | Vancouver, British Columbia V6G 3K3 |
| Attention: | CEO & Chairman                      |
| E-mail:    | contact@element79.gold              |

(ii) to the Recipient:

| Address:   | 304 Tupper Street       |
|------------|-------------------------|
|            | Hanmer, Ontario P3P 1G6 |
| Attention: | Jean Marc Gaudreau      |
| Telephone: | 705.822.7799            |
| Email:     | canmap@cyberbeach.net   |

- 7.5.2. Any Notice will be deemed to have been given and received:
  - (a) if personally delivered, then on the day of personal service to the recipient Party, provided that if such date is a day other than a Business Day such Notice will be deemed to have been given and received on the first Business Day following the date of personal service;
  - (b) if by pre-paid registered mail, then the first Business Day, after the expiration of 5 days following the date of mailing; or
  - (c) if sent by facsimile or electronic transmission or e-mail and successfully transmitted prior to 4:00 pm on a Business Day where the recipient is located, then on that Business Day, and if transmitted after 4:00 pm on a Business Day where the recipient is located or on the day that is not a Business Day where the recipient is located, then on the first Business Day following the date of transmission.

A Party may at any time change its address for future Notices hereunder by Notice in accordance with this Section.

# 7.6 Confidentiality

- 7.6.1. All information, data, reports, records, analyses, economic and technical studies and test results relating to the Property and the activities of the Payor any other party thereon and the terms and conditions of this Agreement, all of which will hereinafter be referred to as "Confidential Information," will be treated by the Recipient as confidential and will not be disclosed to any person not a party to this Agreement, except in the following circumstances:
  - (a) the Recipient may disclose Confidential Information to its auditors, legal counsel, institutional lenders, brokers, underwriters and investment bankers, provided that such non-party users are advised of the confidential nature of the Confidential Information, undertake to maintain the confidentiality thereof and are strictly limited in their use of the Confidential Information to those purposes necessary for such non-party users to perform the services for which they were retained by the Recipient;
  - (b) the Recipient may disclose Confidential Information to prospective purchasers of the Recipient's right to receive the Royalty, provided that each such prospective purchaser first agrees in writing to hold such information confidential in accordance with this section and to use it exclusively for the purpose of evaluating its interest in purchasing such Royalty right;
  - (c) the Recipient may disclose Confidential Information where that disclosure is necessary to comply applicable laws or orders of any court or governmental authority, including its disclosure obligations and requirements under any securities law, rules or regulations or stock exchange listing agreements, policies or requirements or in relation to proposed credit arrangements.

Any Confidential Information that becomes part of the public domain by no act or omission in breach of this section will cease to be confidential information for the purposes of this section.

# 7.7 Further Assurances

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

# 7.8 Entire Agreement

7.8.1. This Royalty Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between or among the Parties with respect thereto.

# 7.9 Amendments and Waiver

7.9.1. No modification of or amendment to this Royalty Agreement shall be valid or binding unless set forth in writing and duly executed by the Parties and no waiver of any breach of any term or provision of this Royalty Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

# 7.10 Time of the Essence

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

# 7.11 Counterparts

7.11.1. This Royalty Agreement may be executed in two or more counterparts (including counterparts delivered by facsimile or email), all of which, taken together, shall be regarded as one and the same Royalty Agreement. Counterparts may be delivered by facsimile or email and the Parties adopt any signatures received by facsimile or email as original signatures of the Parties.

# 7.12 Parties in Interest

7.12.1. This Royalty Agreement will inure to the benefit of and be binding on the Parties and their respective successors and assigns as permitted by ARTICLE 6 of this Royalty Agreement.

(signature page follows)

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of the day and year written on the first page.

#### JEAN MARK GAUDREAU

Per: <u>"Signed"</u> Authorized Signatory

## ELEMENT79 GOLD CORP.

Per: <u>"Signed"</u>

Authorized Signatory

# SCHEDULE "A"

#### **MINERAL RIGHTS**

|          | Tenure |                            | Anniversary |        |            | Work     |                    |
|----------|--------|----------------------------|-------------|--------|------------|----------|--------------------|
| Township | ID     | Tenure Type                | Date        | Status | Percentage | Required | Title Holders Name |
| DALE     | 105070 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 291824 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 237354 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 217279 | Boundary Cell Mining Claim | 2021-02-25  | Active | 100%       | \$200    | Jean Marc Gaudreau |
| DALE     | 217278 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 176466 | Boundary Cell Mining Claim | 2021-02-25  | Active | 100%       | \$200    | Jean Marc Gaudreau |
| DALE     | 151858 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 119687 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 105203 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 343541 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 343540 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 343539 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$200    | Jean Marc Gaudreau |
| DALE     | 292498 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 292497 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 292496 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$200    | Jean Marc Gaudreau |
| DALE     | 283902 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 238006 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 238005 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 217930 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 182579 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 169133 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 169132 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 136601 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 124317 | Single Cell Mining Claim   | 2022-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 331869 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 314578 | Boundary Cell Mining Claim | 2021-02-25  | Active | 100%       | \$200    | Jean Marc Gaudreau |
| DALE     | 314577 | Boundary Cell Mining Claim | 2021-02-25  | Active | 100%       | \$200    | Jean Marc Gaudreau |
| DALE     | 296470 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 278390 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 277607 | Boundary Cell Mining Claim | 2021-02-25  | Active | 100%       | \$200    | Jean Marc Gaudreau |
| DALE     | 260013 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |
| DALE     | 248550 | Boundary Cell Mining Claim | 2021-02-25  | Active | 100%       | \$200    | Jean Marc Gaudreau |
| DALE     | 248549 | Single Cell Mining Claim   | 2021-02-25  | Active | 100%       | \$400    | Jean Marc Gaudreau |

| DALE | 230721 | Boundary Cell Mining Claim | 2021-02-25 | Active | 100% | \$200 | Jean Marc Gaudreau |
|------|--------|----------------------------|------------|--------|------|-------|--------------------|
| DALE | 222394 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 192480 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 145292 | Boundary Cell Mining Claim | 2021-02-25 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 145291 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 141783 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 141782 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 127513 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 314266 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 248209 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 240230 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 240229 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 210317 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 203674 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 191534 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 191533 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 174098 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 145002 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 145001 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 104408 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 330523 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 317814 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 300482 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 296469 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 278391 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 270559 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 263824 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 242546 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 151967 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 151966 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 111863 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 337501 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 163084 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 222393 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 163085 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 157008 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 157007 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 119688 | Boundary Cell Mining Claim | 2021-02-25 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 119686 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 104409 | Single Cell Mining Claim   | 2021-02-25 | Active | 100% | \$400 | Jean Marc Gaudreau |

| DALE | 139577 | Boundary Cell Mining Claim | 2021-06-21 | Active | 100% | \$200 | Jean Marc Gaudreau |
|------|--------|----------------------------|------------|--------|------|-------|--------------------|
| DALE | 314284 | Boundary Cell Mining Claim | 2021-06-21 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 306766 | Single Cell Mining Claim   | 2021-06-21 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 287358 | Single Cell Mining Claim   | 2021-06-21 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 240256 | Single Cell Mining Claim   | 2021-06-21 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 240241 | Boundary Cell Mining Claim | 2021-06-21 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 203691 | Boundary Cell Mining Claim | 2021-06-21 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 203690 | Boundary Cell Mining Claim | 2021-06-21 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 174116 | Boundary Cell Mining Claim | 2021-06-21 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 145542 | Single Cell Mining Claim   | 2021-06-21 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 180652 | Boundary Cell Mining Claim | 2021-06-21 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 341671 | Single Cell Mining Claim   | 2021-06-21 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 254208 | Boundary Cell Mining Claim | 2021-06-21 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 216107 | Boundary Cell Mining Claim | 2021-06-21 | Active | 100% | \$200 | Jean Marc Gaudreau |
| DALE | 548646 | Single Cell Mining Claim   | 2021-04-16 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 548647 | Single Cell Mining Claim   | 2021-04-16 | Active | 100% | \$400 | Jean Marc Gaudreau |
| DALE | 548648 | Single Cell Mining Claim   | 2021-04-16 | Active | 100% | \$400 | Jean Marc Gaudreau |