

**ROYALTY AGREEMENT**

**THIS ROYALTY AGREEMENT** dated as of November 29, 2024,

**AMONG:**

**SILICON METALS CORP.**, a company existing under the laws of British Columbia having its business address at 1111, 15<sup>TH</sup> Floor West Hastings Street, Vancouver, British Columbia V6E 2J3

(“**Owner**”)

**AND:**

**CRONIN EXPLORATION INC**, a company existing under the laws of British Columbia having its business address at Unit 309 – 2912 West Broadway Street, Vancouver, British Columbia V6K 0E9

(the “**Royalty Holder**”)

**WHEREAS** Owner has agreed to grant to the Royalty Holder a net smelter return royalty on the production of metals and minerals from the Longworth Property Claims on the terms set out in this Royalty 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 is hereby acknowledged by the Parties hereto, it is agreed as follows:

**1. DEFINITIONS**

Unless the context otherwise requires, in this Royalty Agreement:

“**Abandoned Longworth Property Claims**” has the meaning given in Section 17(c);

“**Affiliate**” means any person which directly or indirectly controls, is controlled by, or is under common control with, a Party. For purposes of the preceding sentence, “**control**” means, in relation to any person, possession, directly or indirectly, of the power to direct or cause direction of management and policies of that person through ownership of voting securities, contract, voting trust or otherwise;

“**Allowable Deductions**” means:

- (i) Penalties, fees, expenses, charges, and deductions, metal losses, umpire charges, assaying and sampling charges, smelting costs and treatment charges, that are incurred by Owner and its Affiliates relating to smelting or refining Products;
- (ii) expenses and charges that are incurred by Owner and its Affiliates relating to transportation of the Products from the Longworth Property Claims, a mill or other

place of ore treatment to a smelter or refinery, including costs of insurance in respect thereto; and

- (iii) all production, extraction, use, severance, ad valorem, value added tax, excise, export or import taxes, custom duties, governmental royalties and other governmental charges if any, payable by Owner or its Affiliates with respect to the existence, severance, production, removal, sale, import, export, transportation, or disposition of ore, concentrates, doré, refined gold, refined silver, or other Products produced from the Longworth Property Claims or in respect of the Royalty, but excluding taxes based on gross income and like taxes, the value of the Longworth Property Claims, the privilege of doing business and any value added or other taxes that are recoverable by Owner or its Affiliates;

Notwithstanding the foregoing and irrespective of whether Product is processed on or off the Longworth Property Claims in a facility wholly or partially owned by Owner or by an Affiliate of Owner, Allowable Deductions will not include any costs that are in excess of those which would be incurred on an arm's length basis, or which would not be Allowable Deductions if that Product was processed by an independent third party;

**“Applicable Laws”** means any international, federal, state, provincial, territorial, local or municipal law, regulation, ordinance, code, order or other requirement or rule of law or the rules, policies, orders or regulations of any Governmental Authority or stock exchange, including any judicial or administrative interpretation thereof, applicable to a person or any of its properties, assets, business or operations;

**“Average Spot Price”** for any expired Quarter means:

- (i) in respect of gold, the arithmetic mean of the London AM and PM Price Fix for each day of the expired Quarter on which the London Bullion Market Association fixes a spot price per troy ounce of gold as published in *Metal Bulletin* or any successor publication;
- (ii) in respect of silver, the arithmetic mean of the LBMA Silver Price for each day of the expired Quarter on which the London Bullion Market Association fixes a spot price per troy ounce of silver as published in *Metal Bulletin* or any successor publication;
- (iii) in respect of other precious metals, the arithmetic mean of the price of metal published in the *Metal Bulletin* or any successor publication, for each day of the expired Quarter on which the price of the precious metal is quoted;
- (iv) in respect of copper, the arithmetic mean of the LME Grade A Cash Settlement Price for copper as published in *Metal Bulletin* or any successor publication, for each Business Day of the expired Quarter; and
- (v) in respect of any other Mineral, the arithmetic mean of the price of such Mineral for each Business Day of the expired Quarter, where such price is arrived at using

global industry standards for establishing the average spot price of any other such Mineral as published in *Metal Bulletin* or any successor publication;

**“Business Day”** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;

**“Books and Records”** means all scientific and technical, financial, accounting, business, tax information, records and files, in any form whatsoever (including written, printed or electronic form or stored on computer discs or other data and software storage devices) related to the Royalty, including regulatory filings and returns, books of account and related original source documentation, actuarial, tax and accounting information, geological and metallurgical data, drill hole logs, cross sections and assay results, reports, files, lists, drawings, plans, logs, briefs, computer program documentation, deeds, certificates, contracts, surveys, title and legal opinions, records of payment, and asset documentation;

**“Buy-back Right”** has the meaning given in Section 21(a);

**“Commercial Production”** means the first day of the month following the first 15 consecutive days during which Products have been produced from a mine at an average rate of not less than 70% of the initial rated capacity if a plant is located on the Property or if no plant is located on the Property, the last day of the first period of 15 consecutive days during which ore has been shipped from the Property on a reasonably regular basis for the purpose of earning revenues, whether to a plant or facility constructed for that purpose or to a plant or facility already in existence, but does not include and Products from bulk sampling or milling for the purpose of testing or milling by a pilot plant;

**“Confidential Information”** has the meaning given in Section 29(a);

**“Encumbrance”** means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, exception, reservation, easement, right of occupation, option, right of pre-emption, privilege or any matter capable of registration against title or any contract to create any of the foregoing;

**“Event of Default”** has the meaning given in Section 26;

**“Governmental Authority”** means any foreign, domestic, national, federal, provincial, territorial, state, regional, municipal or local government or authority, quasi government authority, fiscal or judicial body, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing;

**“Gross Proceeds”** means, in respect of an expired Quarter the aggregate of:

- (i) the gross proceeds that are actually received by Owner or its Affiliates from the sale (whether immediate or for future delivery) during the expired Quarter from the sale or other disposition of all Product extracted from the Longworth Property Claims;

- (ii) if the metals account of Owner or its Affiliates at a Mineral Processing Facility is credited with Minerals processed by the Mineral Processing Facility, the gross value of Minerals so credited to Owner or its Affiliates calculated on the basis of the aggregate quantity of such Minerals so credited during the relevant time period multiplied by the Average Spot Price; and
- (iii) if there is a Loss of Product, the insurance proceeds received by Owner or its Affiliates during the expired Quarter in respect of such Loss;

“**Hedging Transactions**” has the meaning given in Section 13;

“**Longworth Property Claims**” or the “**Property**” means the mineral concessions set out in Schedule A;

“**Loss**” means an insured loss of or damage to Product, whether or not occurring on or off the Longworth Property Claims;

“**Losses**” means all claims, demands, proceedings, fines, losses, damages, liabilities, obligations, deficiencies, costs and expenses (including all reasonable legal and other professional fees and disbursements, interest, penalties, judgment and amounts paid in settlement of any demand, action, suit, proceeding, assessment, judgment or settlement or compromise), including any Taxes payable in respect thereof and, in the case of the Royalty Holder, loss of profits, loss of revenue or losses attributable to the failure of Owner to perform its obligations under this Agreement, in connection with or in respect of any breach or default of this Agreement by the other Parties;

“**Mineral Processing Facility**” means, collectively, at any time and from time to time, any ore concentrator, mill, smelter, refinery or other mineral processing facility used to process ore from the Longworth Property Claims;

“**Mineral Rights**” means patented and unpatented mining claims, prospecting licences, tenements, exploration licences, mining leases, mining licences, mineral concessions and claims and other forms of mineral tenure or other rights to minerals or to work upon lands for the purpose of searching for, developing or extracting minerals under any form of mineral title recognized under applicable law whether contractual, statutory or otherwise;

“**Minerals**” means any and all economic, marketable metal bearing material, such as ore in whatever form or state, including but not limited to gold, silver, platinum, palladium, copper, molybdenum, zinc, nickel, iron, lead, cobalt, titanium, uranium, coal, hydrocarbons and any “mineral resource” as that term is defined from time to time in the *Income Tax Act* (Canada);

“**Net Smelter Returns**” means the Gross Proceeds less Allowable Deductions;

“**NI 43-101**” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*, or any successor instrument, rule or policy;

“**Notice**” or “**notice**” has the meaning given in Section 30(a);

**“Other Locations”** has the meaning given in Section 15;

**“Other Owner”** has the meaning given in Section 15;

**“Other Rights”** means any interest in real property, whether freehold, leasehold, license, right of way, easement, any other surface or other right in relation to real property, and any right, licence or permit in relation to the use or diversion of water, but excluding any Mineral Rights;

**“Parties”** means the Royalty Holder and Owner;

**“Party”** means the Royalty Holder or Owner, as the context requires;

**“Penalty”** or **“Penalties”** means a charge or charges made by a refinery, smelter or other third party processing facility, in addition to normal refining costs, for removing from the Product Minerals or other substances which are deleterious to the smelting and refining processes or where the cost of the removal exceeds the value of those Minerals or other substances;

**“Prime Rate”** means, at any particular time, the prime business rate of the Bank of Canada;

**“Product”** means all Minerals extracted for use or commercial sale which is produced or extracted by or on behalf of Owner or its Affiliates from the Longworth Property Claims (whether in concentrate, doré and other mineral products in whatever form, metals or minerals which are derived therefrom, whether so derived on or off the Longworth Property Claims or otherwise);

**“Quarter”** means a period of three calendar months ending on March 31, June 30, September 30, or December 31 and **“Quarterly”** has a corresponding meaning;

**“Relinquishment Event”** has the meaning given in Section 17(c);

**“Reserves”** means proven and probable reserves as defined and incorporated under NI 43-101;

**“Resources”** means measured, indicated and inferred resources as defined and incorporated under NI 43-101;

**“Royalty Agreement”** means this document including any schedule, exhibit or appendix to it;

**“Royalty”** means the percentage of the Net Smelter Returns to which the Royalty Holder is entitled under Section 2;

**“Royalty Records”** means the books, accounts and records maintained by or on behalf of Owner and its Affiliates, showing reasonable detail in relation to:

- (i) the quantity of Products sold in each Quarter or for which insurance proceeds have been received in the Quarter;
- (ii) the calculation of each component of the Royalty for each Quarter;
- (iii) the payment of the Royalty in each Quarter; and
- (iv) where there is any co-mingling in a Quarter of Products with materials extracted from land outside the boundaries of the Longworth Property Claims, the measures, moistures and assays of the Minerals and substances in the Products extracted and recovered from the Longworth Property Claims prior to the co-mingling;

**“Royalty Statement”** has the meaning given in Section 4(c);

**“Sale”** means a sale or other disposition of Product by or on behalf of Owner or its Affiliates;

**“Subsidiary”** means, with respect to a specified body corporate, any body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such specified body corporate and shall include any body corporate, partnership, joint venture or other entity over which it exercises direction or control or which is in a like relation to a Subsidiary;

**“Tax”** or **“Taxes”** means all taxes, assessments and other charges, duties, and impositions, including any interest, penalties, tax instalment payments or other additions that may become payable in respect thereof, imposed by any Governmental Authority, which taxes shall include all income or profits taxes (including federal, provincial, and state income taxes), non-resident withholding taxes, sales and use taxes, branch profit taxes, ad valorem taxes, excise taxes, franchise taxes, gross receipts taxes, business licence taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, land transfer taxes, capital taxes, extraordinary income taxes, surface area taxes, property taxes, asset transfer taxes, and other charges and obligations of the same or of a similar nature to any of the foregoing; and

**“Transfer”** when used as a verb, means to sell, grant, assign, encumber, hypothecate, pledge or otherwise dispose of or commit to dispose of, directly or indirectly, including through mergers, arrangements, amalgamations, consolidations, asset sales or spin-out transactions. When used as a noun, **“Transfer”** means a sale, grant, assignment, pledge or disposal or the commitment to do any of the foregoing, directly or indirectly, including through mergers, arrangements, amalgamations, consolidations, asset sale or spin-out transaction.

## 2. **GRANT OF ROYALTY**

Owner hereby grants and agrees to pay to the Royalty Holder a royalty equal to 2% of the Net Smelter Returns in respect of the Longworth Property Claims, on the terms and conditions specified in this Royalty Agreement.

## 3. **TERM**

The Royalty shall exist in perpetuity. The Royalty shall not be terminated by reason of the suspension of operations or closure of any mine or mining operations on the Longworth Property Claims. Owner and the Royalty Holder agree that the Royalty shall run with and bind to the title of the Longworth Property Claims, as applicable.

## 4. **PAYMENTS**

- (a) The obligation to pay the Royalty will commence upon the date of this Agreement.
- (b) The Royalty will be due and payable Quarterly 45 days following the end of the Quarter in which the Royalty accrued.
- (c) Royalty payments will be accompanied by a statement (a “**Royalty Statement**”) showing in reasonable detail:
  - (i) the quantities and grades of Product sold or deemed sold by Owner (or its Affiliates) or for which insurance proceeds have been received in the preceding Quarter;
  - (ii) the Gross Proceeds for the preceding Quarter;
  - (iii) the applicable Allowable Deductions for the preceding Quarter;
  - (iv) other pertinent information in sufficient detail to explain the calculation of the Royalty payment;
  - (v) an estimate of anticipated production from the Longworth Property Claims for the following Quarter; and
  - (vi) a statement setting out the Reserves and Resources for the Longworth Property Claims and the assumptions used.

## 5. **ROYALTY PAYMENTS AND ADJUSTMENTS**

- (a) Each Royalty payment will be considered in full satisfaction of all obligations of Owner with respect to that particular payment, unless the Royalty Holder gives Owner written notice describing and setting out a specific objection to the determination of that Royalty payment within twelve months after receipt by the Royalty Holder of the respective Royalty Statement that complies with Section 4(c).

- (b) If the Royalty Holder objects to a particular Royalty Statement within the period of twelve months specified in Section 5(a) by providing a notice of objection to Owner, then the Royalty Holder shall have a period of three months after Owner's receipt of notice of such objection to have the Royalty Records (including mining and production records) relating to the calculation of the Royalty payment in question audited by a chartered accountant selected by the Royalty Holder. Upon completion of the audit, the Royalty Holder shall ensure that a copy of the report of the auditor is provided to Owner as soon as practicable.
- (c) If an audit conducted in accordance with Section 5(b) determines that there has been a deficiency in the payment made to the Royalty Holder and as long as Owner has been provided with a copy of the report of the auditor and has not disputed the auditor's findings by giving written notice to the Royalty Holder within 45 Business Days of receiving that report, such deficiency will be resolved by adjusting the next Quarterly Royalty payment due under this Royalty Agreement. If no Royalty is due to be paid in the next Quarter, then settlement will be made between the Parties by cash payment within ten Business Days of the expiration of the period of 45 Business Days referred to above. The Royalty Holder shall pay all costs of such audit unless a deficiency of \$5,000 or more of the amount due to the Royalty Holder is determined to exist. Owner shall pay the costs of such audit if a deficiency of \$5,000 or more of the amount due is determined to exist. Failure on the part of the Royalty Holder to make claim on Owner for adjustment within the period of 12 months specified in Section 5(a) will establish the correctness of the Royalty payment and preclude the making of claims for adjustment of the Royalty payment.
- (d) All Royalty Records shall be kept according to international financial reporting standards.
- (e) For the purpose of determining the Gross Proceeds:
  - (i) all receipts in a currency other than Canadian dollars shall be converted into Canadian dollars on the day of receipt; and
  - (ii) all disbursements in a currency other than Canadian dollars shall be converted into Canadian dollars at the average rate for the month of disbursement,all such conversions being determined using the Bank of Canada daily average exchange rate.
- (f) For the purpose of determining the Gross Proceeds, if any portion of the minerals, metals or concentrates extracted and derived from the ore mined and removed from the Longworth Property are sold to a purchaser owned or controlled by the Owner or treated by a smelter owned or controlled by the Owner, the actual proceeds received shall be deemed to be an amount equal to what could be obtained from a purchaser or a smelter not so owned or controlled in respect of minerals, metals or concentrates, as applicable, of like grade, quality and quantity.



**6. INTEREST**

If Owner fails to pay any sum to the Royalty Holder payable by it under or in accordance with this Royalty Agreement then Owner shall pay interest on that sum from the due date for payment until that sum is paid in full at the rate per annum which is the Prime Rate on the date on which the payment was due calculated daily plus 8%. The right to require payment of interest under this Section 6 is without prejudice to any other rights the non-defaulting Party may have against the defaulting Party under this Royalty Agreement, at law or in equity.

**7. REPRESENTATIONS AND WARRANTIES OF OWNER**

Owner represents and warrants in favour of the Royalty Holder that, as of the date of this Royalty Agreement:

- (a) Owner is a corporation duly incorporated, amalgamated or continued, as the case may be, organized, validly existing and in good standing under the laws of its current governing jurisdiction.
- (b) Owner has all necessary corporate power and authority to enter into and perform its obligations under this Royalty Agreement, to own its existing Mineral Rights, and to carry on its business as now conducted and as currently proposed to be conducted.
- (c) Owner has taken all corporate steps and proceedings necessary to approve the transactions contemplated hereby, including the execution and delivery of this Royalty Agreement.
- (d) This Royalty Agreement has been duly executed and delivered by Owner and constitutes a legal, valid and binding obligation of Owner, enforceable in accordance with its terms by the Royalty Holder against Owner, subject to the usual exceptions as to bankruptcy and the availability of equitable remedies.

**8. ROYALTY HOLDER REPRESENTATIONS AND WARRANTIES**

The Royalty Holder represents and warrants in favour of Owner that, as of the date of this Royalty Agreement:

- (a) The Royalty Holder is a corporation duly incorporated, amalgamated or continued, as the case may be, organized, validly existing and in good standing under the laws of its current governing jurisdiction.
- (b) The Royalty Holder has all necessary corporate power and authority to enter into and perform its obligations under this Royalty Agreement and to carry on its business as now conducted and as currently proposed to be conducted.

- (c) The Royalty Holder has taken all corporate steps and proceedings necessary to approve the transactions contemplated hereby, including the execution and delivery of this Royalty Agreement.
- (d) This Royalty Agreement has been duly executed and delivered by the Royalty Holder and constitutes a legal, valid and binding obligation of the Royalty Holder enforceable in accordance with its terms by Owner against the Royalty Holder, subject to the usual exceptions as to bankruptcy and the availability of equitable remedies.

**9. SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

All representations, warranties, covenants and agreements of Owner and the Royalty Holder set forth in this Royalty Agreement shall survive the completion of the transactions herein, notwithstanding any investigation made by or on behalf of Owner or the Royalty Holder, respectively, and all such representations, warranties, covenants and agreements of Owner and the Royalty Holder shall continue in perpetuity in full force and effect for the benefit of Owner and the Royalty Holder, respectively.

**10. AREA OF INTEREST**

Owner agrees with the Royalty Holder that if the Owner or any of its Affiliates acquire, by way of staking, any Mineral Rights within three (3) kilometre of the external boundaries of the Mineral Rights comprising the Longworth Property Claims, then Owner acknowledges and agrees that such acquired Mineral Rights will be subject to a royalty on the terms set out in this Royalty Agreement, and will promptly execute any further documentation as may be required by the Royalty Holder, acting reasonably, to evidence such royalty.

**11. OPERATIONS ON THE PROPERTY**

Owner 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 Longworth Property Claims and may suspend operations and production on the Longworth Property Claims at any time it considers prudent or appropriate to do so. Owner will owe the Royalty Holder no duty to explore, develop or mine the Longworth Property Claims, or to do so at any rate or in any manner other than that which Owner may determine in its sole and unfettered discretion. For clarity, the Royalty Holder shall not have any contractual rights in connection with the development or operation of any of the operations of Owner, including without limitation, with regards to the Longworth Property Claims.

**12. CO-MINGLING**

Before any Product is co-mingled with minerals from any properties other than the Longworth Property Claims, the Product shall be measured and sampled in accordance with sound mining and metallurgical practices for moisture, metal, and other appropriate content. Representative samples of the Product shall be retained by Owner and assays (including penalty substances) and other appropriate analyses of these samples shall be

made before co-mingling to determine metal, mineral and other appropriate content and penalty substances of the Product. From this information, Owner shall determine the quantity of the Product subject to the Royalty notwithstanding that the Product has been co-mingled with metals from other properties. The Royalty Holder will not be disadvantaged as a result of the quantity determination. Following the expiration of the period for objections described above in Subsection 5(a) above, and absent timely objection, if any, made by the Royalty Holder, Owner may dispose of the materials and data required to be kept and produced by this Section.

**13. HEDGING TRANSACTIONS**

If Owner or its Affiliates engages in any hedging or price protection activities, including, but not limited to, forward selling, commodity futures trading, option trading, metals trading, metal loans, stockpiling, speculative arrangement on or off commodity exchanges that may involve any minerals concentrates or metals produced from the Longworth Property Claims or any combination thereof, and any other similar transactions (collectively “**Hedging Transactions**”), then all profits and losses resulting from such Hedging Transactions shall be specifically excluded from calculations of Royalty payments pursuant to this Royalty Agreement and shall be solely for the Owner’s account.

**14. TAILINGS**

All tailings resulting from the operations and activities of Owner or its Affiliates on the Longworth Property Claims shall be the sole and exclusive property of Owner, but shall be subject to the Royalty if such tailings are produced as a consequence of operations to process ore from the Longworth Property Claims or concentrates derived from such ore, are processed in the future and result in the production of Minerals from the Longworth Property Claims.

**15. STOCKPILING**

Owner shall be entitled to stockpile, store or place Product from the Longworth Property Claims in locations outside of the boundaries of the Longworth Property Claims (the “**Other Locations**”); provided, however, Owner has first obtained a written agreement from each owner (the “**Other Owner**”) of the Other Locations where such Product will be stockpiled, stored or placed, in recordable form, in favour of the Royalty Holder and executed by such Other Owner in a form reasonably satisfactory to the Royalty Holder that provides: (i) that the Royalty Holder’s rights with respect to the Product pursuant to this Royalty Agreement shall continue in full force and effect with respect to the Product stored at the Other Locations; (ii) that the Royalty Holder’s rights with respect to the Product stored at such Other Locations shall have priority over the Other Owner’s rights with respect to the Product stored at such Other Locations; and (iii) that the agreement executed by the Other Owner shall not be terminated as long as any Product is stored at the Other Locations.

16. **INSPECTIONS**

Upon not less than five Business Days' notice to Owner, the Royalty Holder, or its authorized agents or representatives, may, under the direction and control of Owner, enter upon all surface and subsurface portions of the Longworth Property Claims for the purpose of inspecting the Longworth Property Claims, all improvements thereto and operations thereon, and all production records and data pertaining to all production activities and operations on or with respect to the Longworth Property Claims, including without limitation, records and data that are electronically maintained. The Royalty Holder, or its authorized agents or representatives, shall enter upon the Longworth Property Claims at their own risk and expense and shall not hinder the operations and activities of Owner or other operators on or relating to the Longworth Property Claims.

17. **MAINTENANCE OF CURRENT MINERAL RIGHTS**

- (a) Owner shall use commercially reasonable efforts to do all things and make all payments necessary or appropriate to maintain the right, title and interest of Owner in the Mineral Rights that comprise the Longworth Property Claims and to maintain such Mineral Rights in good standing. Owner shall pay all Taxes and other payments when due on or with respect to the Longworth Property Claims, and shall do all things and make all payments necessary or appropriate to maintain the rights, title and interests of the Royalty Holder in the Longworth Property Claims and under this Royalty Agreement.
- (b) Notwithstanding the foregoing, Owner shall be entitled, from time to time, to abandon or surrender or allow to lapse or expire Mineral Rights that comprise the Longworth Property Claims or any portion thereof:
  - (i) if necessary to comply with applicable law, a court order or the requirement of a Governmental Authority; or
  - (ii) if Owner determines, acting reasonably, that the portion of such Longworth Property Claims is not economically viable or otherwise has insufficient value to warrant continued maintenance, but only if Owner has first complied with the provisions of Section 17(c).
- (c) If Owner shall seek to relinquish, drop, abandon or allow to lapse (the "**Relinquishment Event**") any of its interest in any part or parts of the Longworth Property Claims (the "**Abandoned Longworth Property Claims**") at any date that is more than one year from the date it acquired the Longworth Property Claims from the Royalty Holder otherwise than in accordance with Section 17(b)(i), then Owner shall provide the Royalty Holder with a minimum of 60 days prior written notice of such intended Relinquishment Event. Upon receipt of the said notice, the Royalty Holder shall have a period of ten days within which to advise Owner in writing that they shall seek to take an assignment of the Abandoned Longworth Property Claims for consideration equal to \$10. If the Royalty Holder forwards such written notice to Owner within the said ten day period, Owner shall thereafter

do all such acts and things or shall cause all such acts and things to be done, at the Royalty Holder's own sole cost and expense, to assign its interest in the Abandoned Longworth Property Claims to the Royalty Holder for the said \$10 and to have the Abandoned Longworth Property Claims recorded or registered into the name of the Royalty Holder. If the Royalty Holder does not forward the said written notice to Owner within the said fifteen day period, then Owner shall have the right to complete the Relinquishment Event with respect to the applicable Abandoned Longworth Property Claims. For certainty, the Royalty Holder agrees that no future Royalty shall be payable by Owner in respect of any Product extracted or processed (or both) from a part of the Longworth Property Claims after a Mineral Right comprising that part of the Longworth Property Claims is transferred to the Royalty Holder under this Section 17(c).

- (d) Notwithstanding anything else in this Royalty Agreement to the contrary, Owner will not abandon or surrender, or allow to lapse or expire, any of its interest in any part or parts of the Longworth Property Claims for the purpose of permitting any third party to acquire such portion of the Longworth Property Claims or to otherwise avoid payment of the Royalty, and if Owner, or any Affiliate of Owner, directly or indirectly acquires any such Abandoned Longworth Property Claims within a two year period from the Abandoned date, then the calculation of the Royalty pursuant to this Royalty Agreement will include all Product relating to such Abandoned Longworth Property Claims.

## **18. RECORDS, ACCESS AND REPORTING**

- (a) The Owner shall:
  - (i) keep true, accurate and complete Books and Records in accordance with International Financial Reporting Standards as adopted by the International Accounting Standards Board and as amended, supplemented or replaced from time to time to enable the Royalty to be calculated in accordance with this Royalty Agreement;
  - (ii) permit the Royalty Holder, after it has given reasonable Notice to the Owner, to inspect at the Owner's premises and at all reasonable times and with access to the Owner's relevant personnel, the Owner's Books and Records referred to in Subsection 18(a), and to make and take away with it copies of such Books and Records; and
  - (iii) permit the Royalty Holder to enter the Longworth Property Claims at its own cost and risk for the purpose of inspecting the area and operations in it, provided that the Royalty Holder does not unreasonably hinder the Owner's operations on the Longworth Property Claims and complies with the Owner'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 year, unless an audit under Section 5(b) shows that the Royalty Holder has been underpaid, in which case the

Royalty Holder may conduct site visits at all reasonable times for a period of three years following such audit.

- (b) Prior to the commencement of mining within the Longworth Property Claims, at the written request of the Royalty Holder, the Owner shall provide to the Royalty Holder an annual report on or before 90 days after the last day of each fiscal year of the Owner, outlining the following:
  - (i) the work carried out by or on behalf of the Owner on the Longworth Property Claims during that year; and
  - (ii) an update of the mine operating and development plan and budget which includes updated mineral resources and mineral reserves and forecasted production, as applicable.
- (c) If the Owner establishes a new mineral resource or mineral reserve on the Longworth Property Claims, the Owner shall provide to the Royalty Holder the reports pertaining to such mineral resource or mineral reserve as soon as practicable after the Owner makes its first public disclosure with respect to the establishment thereof.
- (d) The Parties acknowledge that the Royalty Holder or Affiliates thereof may become subject to NI 43-101. The Owner hereby covenants that upon written request by the Royalty Holder or an Affiliate thereof, it shall:
  - (i) provide any and all necessary technical data on the Longworth Property Claims as reasonably requested by the Royalty Holder;
  - (ii) grant access to the Longworth Property Claims to the Royalty Holder, its Affiliates or any representative thereof for personal inspection of the Longworth Property Claims; and
  - (iii) allow any report prepared for the Owner in accordance with NI 43-101 to be used by the Royalty Holder or its Affiliates in any technical report prepared for the Royalty Holder or its Affiliates, on a condition that a “qualified person” (as such term is defined in NI 43-101) engaged by the Royalty Holder is the author of the report prepared for the Royalty Holder or its Affiliates.

## **19. OWNER ASSIGNMENT**

Owner may Transfer, in whole or in part: (i) legal or beneficial title in and to the Longworth Property Claims; and (ii) its rights and obligations under this Agreement; so long as the following conditions are satisfied:

- (a) Owner provides the Royalty Holder with thirty (30) days prior written notice of the intent to Transfer to the Royalty Holder;

- (b) any purchaser, merged company, transferee or assignee, as a condition to completion of the Transfer, agrees in writing in favour of the Royalty Holder to be bound by the terms of this Agreement, including without limitation, this section., pursuant to an instrument in writing that is satisfactory to the Royalty Holder, which will not be unreasonably withheld;
- (c) the Royalty Holder does not suffer a material adverse effect in relation to the transactions set forth in this Agreement;

For the avoidance of doubt and for greater certainty:

- (d) if Owner wishes to Transfer its interest in this Agreement, it shall Transfer all of its right, title and interest in and to all of the Longworth Property Claims to the same Person to whom it Transfers its interest in this Agreement; and
- (e) this Section 18 shall apply if Owner wishes to grant an option to any Person to acquire an interest in and to any of the Longworth Property Claims or enter into a joint venture with respect to the Longworth Property Claims.

## **20. ROYALTY HOLDER ASSIGNMENT**

The Royalty Holder shall have the right to Transfer its rights in respect of the Royalty or any portion thereof to any lender, and shall have the right to assign or transfer the Royalty or any portion thereof to any third party, in each case without the consent of Owner, but must provide the Owner with fifteen (15) days prior written notice of the intent to Transfer.

## **21. BUY-BACK RIGHT**

- (a) The Royalty Holder hereby grants to Owner, on the terms and conditions contained herein, an option to purchase from the Royalty Holder, and to require the Royalty Holder to sell to Owner, half of the Royalty Holder's net smelter returns royalty interest in the Longworth Property Claims, thereby reducing the royalty percentage of the Royalty from 2% to 1% (the "**Buy-back Right**") for aggregate consideration of \$1,000,000.
- (b) The Buy-back Right shall be exercisable by Owner up to 30 days after Commercial Production is achieved, after which time the Buy-back Right will cease to exist.
- (c) The Buy-back Right shall be exercised by delivering written notice to the Royalty Holder along with the purchase price of \$1,000,000 by way of certified cheque or a bank draft payable to the Royalty Holder, or other method of payment acceptable to the Royalty Holder. Upon the Royalty Holder's receipt of notice and payment from Owner in accordance with this Section 21(c), Owner may begin calculation of the Royalty at the rate of 1%.

**22. REGISTRATION**

- (a) The Royalty created herein shall be a real property interest in all portions of the Longworth Property Claims to which the Royalty applies sufficient to secure the Royalty payments herein provided for.
- (b) The Royalty Holder shall be entitled to require Owner, and the Royalty Holder shall be entitled, by itself, to the extent permitted by applicable law, to issue a public deed in respect of this Royalty Agreement and file, record or register evidence of this Royalty Agreement or such deed in any land, title or other similar registry with any Governmental Authority in which title to the Longworth Property Claims is recorded. Owner agrees with the Royalty Holder to execute those documents that may be necessary to perfect such recording.

**23. TAXES**

All amounts paid hereunder shall be made without any deduction, withholding, charge or levy for or on account of any Taxes, all of which shall be for the account of the Party making such payment. If any such Taxes are so required to be deducted, withheld, charged or levied by the Party making such payment, then such Party shall make, in addition to such payment, such additional payment as is necessary to ensure that the net amount received by the other Party entitled to payment (free and clear and net of any such Taxes, including any Taxes required to be deducted, withheld, charged or levied on any such additional amount) equals the full amount such other Party would have received had no such deduction, withholding, charge or levy been required. To the extent a Party pays to an applicable Governmental Authority any Taxes that gives rise to a gross-up as contemplated by this Section 23, that Party shall provide to the other Party reasonable documentation of the payment of such Taxes within ten (10) days of such payment.

**24. NO IMPLIED COVENANTS**

The Parties agree that no implied covenants or duties relating to exploration, development, mining or the payment of production royalties or any other monies provided for herein shall affect any of their respective rights or obligations hereunder, and that the only covenants or duties which affect such rights and obligations shall be those expressly set forth and provided for in this Royalty Agreement.

**25. RELATIONSHIP OF THE PARTICIPANTS**

This Royalty Agreement is not intended to, and will be deemed not to, create any partnership among the Parties including a mining partnership or commercial partnership.

**26. DEFAULT**

If Owner is in breach or default of any of its representations, warranties, covenants or obligations set forth in this Agreement in any material respect and such breach or default is not remedied within a period of thirty (60) days following delivery by the Royalty Holder to Owner of written notice of such breach or default, or such longer period of time as the



Royalty Holder may determine in its sole discretion (an “**Event of Default**”), the Royalty Holder shall have the right, upon written notice to Owner, at its option and in addition to and not in substitution for any other remedies available at law or equity, demand all Losses suffered or incurred as a result of the occurrence of such Event of Default, including following termination, Losses based on the Royalty Holder’s loss of the benefits from this Agreement.

**27. INDEMNITY BY OWNER**

Owner agrees to indemnify and hold harmless the Royalty Holder and its directors, officers, employees, agents, and Affiliates (if any) from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, law suit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon:

- (a) any representation or warranty of Owner contained herein being untrue in any material respect;
- (b) any breach or failure by Owner to comply with any covenant or agreement made by Owner herein; or
- (c) operations conducted on or in respect of the Longworth Property Claims by or on behalf of Owner or any of its Affiliates that result from or relate to the mining, handling, transportation, smelting or refining of Minerals, including without limitation Losses, in any way arising from or connected with any non-compliance with environmental laws or any contaminants or hazardous substances on, in or under the Longworth Property Claims or the soil, sediment, water or groundwater forming part thereof, whether in the past, present or future, or any contaminants or hazardous substances on any other lands or areas having originated or migrated from the Longworth Property Claims or the soil, sediment, water or groundwater forming part thereof.

**28. EXPENSES**

Each Party shall be responsible for paying all fees and expenses incurred by such Party in connection with this Royalty Agreement.

**29. CONFIDENTIALITY**

- (a) The terms of this Royalty Agreement, any draft of this Royalty Agreement and all information (whether embodied in tangible or electronic form) obtained by the Royalty Holder in or from Royalty Records, Royalty Statements or otherwise relating to the Royalty or to the business and activities of Owner or any of its Affiliates or any other person in relation to the Longworth Property Claims, any Mineral Right held by Owner (or an Affiliate) or Product all of which will, for the purposes of this Section 29, be referred to as “**Confidential Information**”, shall be

treated by the Royalty Holder as confidential and shall not be disclosed to any person, except in the following circumstances:

- (i) the Royalty Holder may disclose the Confidential Information to its auditors, legal counsel, institutional lenders, brokers, underwriters and investment bankers, as long as such non-party users are advised of the confidential nature of the Confidential Information and undertake to maintain the confidentiality of it;
  - (ii) the Royalty Holder may disclose the Confidential Information to a bona fide purchaser (whether actual or prospective) of all or part of the Royalty Holder's rights under this Royalty Agreement or to a bona fide financier (whether actual or prospective) as long as such purchaser or financier has first entered into a written undertaking in favour of Owner to preserve the confidentiality of the Confidential Information to be disclosed in a manner at least as onerous on the purchaser or financier as this Section 29 is onerous on the Royalty Holder;
  - (iii) the Royalty Holder may disclose the Confidential Information where that disclosure is necessary to comply with its disclosure obligations and requirements under any securities law, rules or regulations or stock exchange listing agreements, policies or requirements, as long as the proposed disclosure is limited to factual matters and the Royalty Holder has availed itself of the full benefits of any laws, rules, regulations or contractual rights as to disclosure on a confidential basis to which they may be entitled; or
  - (iv) with the prior written approval of Owner.
- (b) Any Confidential Information that becomes part of the public domain by no act or omission in breach of this Section 29 will cease to be Confidential Information for the purposes of this Section 29.
  - (c) Section 29(a) does not restrict the disclosure or use of Confidential Information for the purposes of, and to the extent required in connection with, legal action to enforce rights under, or to seek remedies in connection with, this Royalty Agreement.

### **30. NOTICE**

- (a) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by e-mail or similar means of recorded electronic communication or sent by registered mail, charges prepaid, address as follows:
  - (i) in the case of the Owner:  
  
Silicon Metals Corp

1111, 15<sup>TH</sup> Floor West Hastings Street,  
Vancouver, British Columbia  
V6E 2J3

Attention: Morgan Good  
Email: [morganrgood@gmail.com](mailto:morganrgood@gmail.com)

- (ii) in the case of the Royalty Holder:

Cronin Exploration Inc.  
Unit 309-2912 West Broadway Street  
Vancouver, British Columbia  
V6K 0E9

Attention: Kyler Hardy or David Robinson  
Email: [khardy@cronincapital.ca](mailto:khardy@cronincapital.ca) or [drobinson@cronincapital.ca](mailto:drobinson@cronincapital.ca)

- (b) Any notice sent in accordance with this Section (a) is deemed to have been received:

- (i) if delivered prior to or during normal business hours on a Business Day in the place where the notice is received, on the date of delivery;
- (ii) if sent by mail, on the fifth Business Day in the place where the notice is received after mailing, or, in the case of disruption of postal service, on the fifth Business Day after cessation of that disruption; or
- (iii) if sent in any other manner, on the date of actual receipt;

except that any notice delivered in person or sent by transmission not on a Business Day or after normal business hours on a Business Day, in each case in the place where the notice is received, is deemed to have been received on the next succeeding Business Day in the place where the notice is received.

- (c) Any Party may change its address for notice by giving notice to the other Parties.

### 31. **GENERAL**

- (a) **Interpretation.** Unless the context otherwise requires, in this Royalty Agreement:

- (i) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (ii) a reference to a person, corporation, trust, partnership, joint venture, unincorporated body or other entity includes any of them;
- (iii) a reference to a section or schedule is a reference to a section or schedule, to this Royalty Agreement;

- (iv) a reference to an agreement or document (including a reference to this Royalty Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced except to the extent prohibited by this Royalty Agreement or that other agreement or document;
  - (v) a reference to a party to an agreement (including this Royalty Agreement) or document includes the party's successors and permitted substitutes (including persons taking by novation) or assigns (and, where applicable, the party's legal personal representatives);
  - (vi) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation, code, by-law, ordinance or statutory instrument issued under it;
  - (vii) unless otherwise indicated, a reference to *dollars* and \$ is to the currency of Canada;
  - (viii) the word "*including*" means "*including without limitation*" and "*include*" and, "*includes*" will be construed similarly;
  - (ix) headings are for convenience only and do not form part of this Royalty Agreement or affect its interpretation;
  - (x) a provision of this Royalty Agreement shall not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Royalty Agreement or the inclusion of the provision in this Royalty Agreement;
  - (xi) if an act shall be done on a specified day which is not a Business Day, it shall be done instead on the next Business Day; and
  - (xii) a reference to anything (including a right, obligation or concept) includes a part of that thing, but nothing in this section 31(a)(xii) implies that performance of part of an obligation constitutes performance of the obligation.
- (b) **Governing Law.** This Royalty Agreement and any dispute arising from or in relation to this Royalty Agreement are governed by, and interpreted and enforced in accordance with, the law of the Province of British Columbia and the laws of Canada applicable in that province, excluding the choice of law rules of that province. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia
- (c) **Time of Essence.** Time is of the essence in this Royalty Agreement.
- (d) **Severability.** If, in any jurisdiction, any provision of this Royalty Agreement or its application to any Party or circumstance is restricted, prohibited or

unenforceable, that provision will, as to that jurisdiction, be ineffective only to the extent of that restriction, prohibition or unenforceability without invalidating the remaining provisions of this Royalty Agreement, without affecting the validity or enforceability of that provision in any other jurisdiction and, if applicable, without affecting its application to the other Parties or circumstances. The Parties shall engage in good faith negotiations to replace any provision which is so restricted, prohibited or unenforceable with an unrestricted and enforceable provision, the economic effect of which comes as close as possible to that of the restricted, prohibited or unenforceable provision which it replaces.

- (e) **No Violation.** If this Royalty Agreement is intended to be performed in more than one jurisdiction and its performance would be a violation of the applicable law of a jurisdiction where it is intended to be performed, this Royalty Agreement is binding in those jurisdictions in which it is valid and the Parties shall use their reasonable efforts to re-negotiate and amend this Royalty Agreement so that its performance does not involve a violation of the applicable law of the jurisdiction where its performance would be a violation.
- (f) **Average Spot Price.** If an Average Spot Price specified in this Royalty Agreement ceases to exist, ceases to be published, or should no longer be internationally recognized as the basis for payment for the Mineral to which it relates then upon request by any Party, the Parties shall promptly consult together in good faith with the view to agreeing on whatever modifications to the terms of this Royalty Agreement should be considered necessary to make this Royalty Agreement again acceptable to the Parties and shall do their utmost to come to a fair and reasonable agreement based upon another internationally recognized metal price quotation for use in international trade.
- (g) **Entire Agreement.** This Royalty Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Royalty Agreement and supersede all prior correspondence, agreements, negotiations, discussions and understandings, written or oral. Except as specifically set out in this Royalty Agreement, there are no representations, warranties, conditions or other agreements or acknowledgements, whether direct or collateral, express or implied, written or oral, statutory or otherwise, that form part of or affect this Royalty Agreement or which induced any Party to enter into this Royalty Agreement. There is no liability, either in tort or in Contract, assessed in relation to the representation, warranty, opinion, advice or assertion of fact, except as contemplated in this Section (g).
- (h) **Further Assurances.** Each Party shall promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this Royalty Agreement that any other Party may reasonably require, for the purposes of giving effect to this Royalty Agreement.
- (i) **Amendment.** This Royalty Agreement may be supplemented, amended, restated or replaced only by written agreement signed by each Party.

- (j) **Waiver of Rights.** Any waiver of, or consent to depart from, the requirements of any provision of this Royalty Agreement is effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Royalty Agreement operates as a waiver of that right. No single or partial exercise of any such right precludes any other or further exercise of that right or the exercise of any other right.
- (k) **Successors.** This Royalty Agreement is binding on, and enures to the benefit of, the Parties and their respective successors.
- (l) **Counterparts.** This Royalty Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Royalty Agreement by facsimile or transmitted electronically in legible form, including without limitation in a tagged image format file (TIFF) or portable document format (PDF), shall be equally effective as delivery of a manually executed counterpart of this Royalty Agreement.
- (m) **Authorization.** Each person signing this Royalty Agreement as an authorized officer of a Party hereby represents and warrants that he or she is duly authorized to sign this Royalty Agreement for that Party and that this Royalty Agreement will, upon having been so executed, be binding on that Party in accordance with its terms.

*[The remainder of this page intentionally left blank. Signature page follows.]*

**IN WITNESS WHEREOF**, the Parties have executed this Royalty Agreement on the date first above written.

SILICON METALS CORP.

By:           "*Morgan Good*"            
Morgan Good  
Director & CEO

CRONIN EXPLORATION INC.

By:           "*Kyler Hardy*"            
Kyler Hardy  
Director

## SCHEDULE A

### DESCRIPTION OF LONGWORTH PROPERTY CLAIMS

The Property is defined as the following mineral claims located in the Province of British Columbia:

Claim Name	Claim #	Claim Block Size (Ha)	Staking Date	Good to Date	Registered Owner	Prospector #	Cronin Ownership Percentage
Longworth 1	1117167	894.15	Friday, November 1, 2024	Saturday, November 1, 2025	Cronin Exploration Inc.	290990	100.00%
Longworth 2	1117168	1,427.69	Friday, November 1, 2024	Saturday, November 1, 2025	Cronin Exploration Inc.	290990	100.00%
Longworth 3	1117169	494.20	Friday, November 1, 2024	Saturday, November 1, 2025	Cronin Exploration Inc.	290990	100.00%