

## AMENDED AND RESTATED OPTION AGREEMENT

THIS AGREEMENT is made as of the 8<sup>th</sup> day of April, 2021

**BETWEEN:**

**HIGH RANGE EXPLORATION LTD.** a British Columbia corporation, having an office at Suite 306 – 3582 14th Avenue, P.O. Box 722, Smithers, BC, V0J 2N0

(the "Optionor")

**AND:**

**ALAN R. RAVEN**, an individual of Suite 306 – 3582 14th Avenue, P.O. Box 722, Smithers, BC V0J 2N0

("Raven")

**AND:**

**FABLED COPPER AND GOLD CORP.** a British Columbia corporation, having a registered office at 480 – 1500 West Georgia Street, Vancouver, BC, V6G 2Z6

(the "Optionee")

**AND:**

**FABLED SILVER GOLD CORP.** a British Columbia corporation, having a registered office at 480 – 1500 West Georgia Street, Vancouver, BC, V6G 2Z6

(the "Parent Company")

**WHEREAS:**

- A. Raven and the Optionee entered into an amended and restated Option Agreement with respect to the Neil Property dated June 15, 2017 and amended August 24, 2017, February 26, 2018, May 4, 2018 and June 29, 2018, August 15, 2018, March 24, 2019 and June 14, 2020 (the "**Neil Option Agreement**").
- B. The Optionor and the Optionee entered into (i) an amended and restated Option Agreement with respect to the Ribbon Property dated June 15, 2017 and amended August 24, 2017, February 26, 2018, May 4, 2018 and June 29, 2018, August 15, 2018, March 24, 2019 and June 14, 2020 (the "**Ribbon Option Agreement**") and (ii) an amended and restated Option Agreement with respect to the Toro Properties dated June 15, 2017 and amended August 24, 2017, February 26, 2018, May 4, 2018 and June 29, 2018, August 15, 2018, March 24, 2019 and June 14, 2020 (the "**Toro Option Agreement**").

- C. Raven, with the consent of the Optionee and the Parent Company transferred his interest in the Neil Property to the Optionor on February 24, 2021.
- D. Pursuant to the terms of the Neil Option Agreement, the Ribbon Option Agreement and the Toro Option Agreement (together the “**Existing Option Agreements**”), the transfer of Raven’s interest in the Neil Property to the Optionee, and the fulfilment of certain of the Optionee’s obligations under the Existing Option Agreements to date, the ownership interests in the mineral claims comprising the Neil Property, the Ribbon Property and the Toro Property are as follows at the date hereof:

<b>Properties</b>	<b>Optionor Percentage</b>	<b>Optionee Percentage</b>
Neil Properties	50%	50%
Ribbon Properties	0%	100%
Toro Properties	50%	50%

- E. The Optionor is the owner of additional mining claims attached hereto as Schedule B which are situated in the Liard Mining Division, British Columbia, Canada and are hereinafter referred to as the “**Additional Properties**”.
- F. The Optionor and Optionee now desire to amend and restate the Existing Option Agreements upon the terms and conditions set forth in this Agreement, and this Agreement shall supersede and replace the Existing Option Agreements and any amendments thereto in its entirety and neither party shall have any further obligations that have arisen or would arise under the Existing Option Agreements.
- G. The Optionor and Optionee further desire to make the Additional Properties subject to an option upon the terms and conditions set forth in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** for good and valuable consideration, including the sum of \$100 now paid by the Optionee to the Optionor (the receipt and sufficiency of which is hereby acknowledged) and the covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

**1. DEFINITIONS**

1.1 For the purposes of this Agreement the following words and phrases shall have the following meanings, namely:

- (a) “Additional Properties” means mineral claims described in Schedule B, including any replacement or successor claims, and all mining leases and other mining interests derived from any such claims. Any reference herein to any mineral claim comprising the Properties includes any mineral leases or other interests into which such mineral claim may have been converted;

- (b) "Affiliate" has the meaning ascribed to it in the *Business Corporations Act* (British Columbia);
- (c) "Agreement" means this agreement and all schedules hereto, as may be amended from time to time;
- (d) "Discloser" has the meaning ascribed to it in section 13.4;
- (e) "Closing Date" means the means the later of (i) the date first written above; or (ii) the date the Exchange confirms it has no further requirements in respect of the transactions contemplated in this Agreement;
- (f) "Encumbrance" means any privilege, mortgage, hypothec, lien, charge, pledge, security interest or adverse claim;
- (g) "Environmental Compliance" means actions performed during or after Operations to comply with the requirements of all Environmental Laws or contractual commitments related to reclamation of the Properties or other compliance with Environmental Laws in respect of the Properties;
- (h) "Environmental Laws" means laws relating to reclamation or restoration of the Properties; abatement of pollution; protection of the environment; monitoring environmental conditions; protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, storage or control of hazardous materials or substances; releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances into the environment; and all other laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes;
- (i) "Environmental Liability" means any and all claims, actions, causes of action, damages, losses, liabilities, obligations, penalties, judgments, amounts paid in settlement, assessments costs, disbursements, or expenses (including, without limitation, legal fees and costs, experts' fees and costs and consultants' fees and costs) of any kind or of any nature whatsoever that are asserted against the Optionor or any other party in respect of the Properties, alleging liability (including, without limitation, liability for studies, testing or investigatory costs, cleanup costs, response costs, removal costs, remediation costs, containment costs, restoration costs, corrective action costs, closure costs, reclamation costs, natural resource damages, Properties damages, business losses, personal injuries, penalties or fines) arising out of, based on or resulting from (i) the presence, release, threatened release, discharge or emission into the environment of any hazardous materials or substances existing or arising on, beneath or above the Properties and/or emanating or migrating and/or threatening to emanate or migrate from the Properties to off-site properties; (ii) physical disturbance of the environment caused by or relating to Operations; or (iii) the violation or alleged violation of thy Environmental Laws arising from or relating to Operations;
- (j) "Existing Properties" means the Neil Property and the Toro Property;

- (k) "Exploration Expenses" means expenses expended on the Properties that fall into the definition of technical exploration and development as defined in the Mineral Tenure Act Regulation (B.C. Reg. 529/2004) section 1;
- (l) "Governmental Authority" means the Government of Canada, the government of any province or territory in Canada or a municipal government, and any government agency, court, tribunal, commission or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government.
- (m) "Net Smelter Return" has the meaning ascribed to it in Schedule C;
- (n) "Neil Property" means the mineral claims described in Schedule A that are set out under the title "Neil Property", including any replacement or successor claims, and all mining leases and other mining interests derived from any such claims. Any reference herein to any mineral claim comprising the Properties includes any mineral leases or other interests into which such mineral claim may have been converted;
- (o) "NI 43-101" has the meaning ascribed to it in section 13.2;
- (p) "Offer" has the meaning ascribed to it in section 9.3;
- (q) "Operations" means all exploration, development, constructing, mining, milling, processing, treatment operations and related operations conducted on the Properties under this Agreement;
- (r) "Option" means the option to acquire a one hundred percent (100%) undivided interest in and to the Properties as provided in this Agreement at section 3;
- (s) "Optionor" means the Legal Owners and the Optionor;
- (t) "Option Period" means the period from the date of this Agreement to and including the date of exercise or termination of the Option;
- (u) "Parent Company" means Fabled Silver Gold Corp. (BC Incorporation Number: BC1091242);
- (v) "Properties" means together the Existing Properties and the Additional Properties;
- (w) "Ribbon Property" means the mineral claims described in Schedule A that are set out under the title "Ribbon Property", including any replacement or successor claims, and all mining leases and other mining interests derived from any such claims. Any reference herein to any mineral claim comprising the Properties includes any mineral leases or other interests into which such mineral claim may have been converted;
- (x) "Royalty" means the royalty to be paid by the Optionee to the Optionor pursuant to section 5.1;

- (y) "Royalty Agreement" means the royalty agreement, in the form attached hereto as Schedule C, to be entered into amongst the parties concurrent with the execution of this Agreement;
- (z) "Royalty Interests" means those interests to be granted by the Optionee to the Optionor pursuant to section 5.1 and to be governed by the Royalty Agreement;
- (aa) "Toro Property" means the mineral claims described in Schedule A that are set out under the title "Toro Property", including any replacement or successor claims, and all mining leases and other mining interests derived from any such claims. Any reference herein to any mineral claim comprising the Properties includes any mineral leases or other interests into which such mineral claim may have been converted;

**2. REPRESENTATIONS AND WARRANTIES**

2.1 The Optionor represents and warrants to the Optionee that:

- (a) It has been duly incorporated and is a valid and subsisting body corporate under the laws of British Columbia, and is duly qualified to carry on its business in its jurisdiction of incorporation;
- (b) The Optionor is the legal and beneficial owner, free and clear of all Encumbrances, of the following right title and interest in the Existing Properties:

<b>Properties</b>	<b>Optionor Percentage</b>
Neil Property	50%
Toro Property	50%

- (c) The Optionor is the is the legal and beneficial owner, free and clear of all Encumbrances, of 100% of the right, title and interest in the Additional Properties;
- (d) The Optionor has the exclusive right to enter into this Agreement and dispose of its interests in the Properties in accordance with the terms hereof;
- (e) the mineral claims comprising the Properties are duly recorded and in good standing, free and clear of all Encumbrances and underlying interests whatsoever and no person has any royalty or other interest whatsoever in production from all or any part of the Properties save and except the Royalty;
- (f) there are no actions, suits, investigations or proceedings before any court, arbitrator, administrative agency or other tribunal or Governmental Authority, whether current, pending or threatened, which directly or indirectly relate to or affect the Properties or the interests of the Optionor therein;
- (d) there are no outstanding Agreements or options to purchase or otherwise acquire the Properties or any portion thereof or any interest therein, and no

person has any royalty or other interest whatsoever in the production from, or the profits earned from, any of the mineral claims comprising the Properties;

- (e) the Optionor is legally entitled to hold the relevant interests in the Properties and the licenses, permits, easements, rights of way, certificates and other approvals now held or hereafter acquired by them and necessary for the exploitation of the Properties, and will remain so entitled for so long as they hold any interest in the Properties;
- (f) upon exercise of the Option, the Optionor will have the legal right and authority to transfer the beneficial interest and to transfer the title, to an undivided one hundred percent (100%) legal and beneficial interest in the Properties to the Optionee, subject to the Royalty Interests;
- (g) there are no obligations or commitments for reclamation, closure or other environmental corrective, clean-up or remediation action directly or indirectly relating to the Properties;
- (h) no environmental audit, assessment, study or test has been conducted on the Properties by or on behalf of the Optionor nor is the Optionor aware after reasonable inquiry of any of the same having been conducted by or on behalf of any Governmental Authority or by any other person;
- (i) the Optionor has duly obtained all necessary governmental and other authorizations for the execution and performance of this Agreement, and the consummation of the transactions contemplated herein will not, with the giving of notice or the passage of time, or both, result in a breach of, constitute a default under, or result in the creation of any Encumbrance on its assets under, the terms or provisions of any law applicable to it or any agreement or other instrument to which it is a party; and
- (j) No proceedings are pending for, and the Optionor is unaware of any basis for the institution of, any proceedings leading to the placing of the Optionor or Legal Owners in bankruptcy.

2.2 The Optionee and Parent Company represent and warrant to the Optionor that:

- (a) they are lawfully authorized to hold mineral claims and Properties under the laws of the jurisdiction in which the Properties is situate;
- (b) they have been duly incorporated and are valid and subsisting bodies corporate under the laws of British Columbia, and are duly qualified to carry on business in their jurisdiction of incorporation and to hold an interest in the Properties;
- (c) the Parent Company is a "reporting issuer" in good standing and has its shares listed on the TSX Venture Exchange under the symbol FCO, on the OTCQB under the symbol FBSGF and on the Frankfurt Stock Exchange under symbol 7NQ;
- (d) they have duly obtained all necessary governmental, corporate and other authorizations for the execution and performance of its obligations under this

Agreement, and the consummation of the transactions contemplated herein will not, with the giving of notice or the passage of time, or both, result in a breach of, constitute a default under, or result in the creation of any Encumbrance on its assets under the terms or provisions of any law applicable to it, or any indenture, agreement or other instrument to which they are a party or by which they or their assets may be bound;

- (e) no proceedings are pending for, and they are unaware of any basis for, the institution of any proceedings leading to the placing of: (i) either of them in bankruptcy, or (ii) the dissolution or winding up of them subject to any laws governing the affairs of insolvent corporations; and
- (f) they are in good standing in accordance with all applicable securities and regulatory authorities to which they are subject.

2.3 The representations and warranties of the parties set out herein are conditions upon which the parties have relied on in entering into this Agreement and shall survive the termination of this Agreement and the acquisition of any interest in the Properties by the Optionee hereunder, and each party shall indemnify and save harmless from all loss, damage, costs and expenses which may be suffered or incurred by the other as a result of or in connection with any breach or inaccuracy of any such representation and warranty made by such party.

### **3. OPTION**

3.1 The Optionor hereby grants to the Optionee the sole and exclusive right and option (the "Option") to acquire its interest in the Existing Properties and an undivided one hundred percent (100%) interest in and to the Additional Properties free and clear of all charges, Encumbrances and claims, save and except for the Royalty Interests, as described section 5.

3.2 The Optionee may exercise the Option by doing all of the following:

- (a) paying in cash:
  - (i) \$200,000 to the Optionor on the Effective Date;
  - (iii) \$500,000 to the Optionor on the date that is twelve months after the Effective Date;
  - (iv) \$750,000 to the Optionor on the date that is twenty-four months after the Effective Date;
  - (v) \$1,000,000 to the Optionor on the date that is thirty-six months after the Effective Date;
  - (vi) \$2,000,000 to the Optionor on the date that is forty-eight months after the Effective Date; and
- (b)

- (i) incurring sufficient Exploration Expenses, or making appropriate payments in lieu thereof, to ensure that the Properties remain in good standing during the period of this Agreement; and
- (iv) ensuring that in the event of the termination of the Option that all claims that comprise the Properties have a minimum of three years good standing at the time of such termination.

Notwithstanding anything in this Agreement to the contrary, the Optionee may at any time accelerate the performance of its obligations under this Agreement.

- 3.3 This Agreement shall be recorded by the Optionee in the provincial government offices in order to give notice to third parties of the Optionee's interest in the Properties and this Agreement. Each party covenants and agrees to the other to execute such documents as may be necessary to perfect such recording.
- 3.4 If and when the Option has been exercised, pursuant to subsection 3.2 above, an undivided one hundred percent (100%) right, title and interest in and to the Properties will vest in the Optionee free and clear of all charges, encumbrances and claims, save and except for the obligations of the Optionee under sections 5 and 10.

#### **4. EXERCISE OF OPTION TRANSFER OF PROPERTIES**

- 4.1 The Optionor shall, forthwith after the exercise of the Option by the Optionee, deliver to the Optionee a bill of sale or other appropriate deed or assurance in registrable form transferring such mineral claims to the Optionee reflecting that the Optionee owns an undivided one hundred percent (100%) interest in the Properties.
- 4.2 If title to all or any part of the Properties is now or at any time hereafter (except as a direct result of the actions of the Optionee): (i) defective or encumbered save and except as disclosed in this Agreement; or (ii) contested or challenged by any Person, then, the Optionee shall have the right to terminate this Agreement without further obligation (including being excused from any obligation to make any payment subsequently coming due hereunder) and/or, have the right, but not the obligation, at its sole expense, to attempt to remedy, perfect or defend title. If the Optionee elects to remedy, perfect or defend title, the Optionee shall not be liable to the Optionor if the Optionee is unsuccessful in, withdraws from, or discontinues litigation or other curative work, so long as the same is permissible under and has been conducted in accordance with the terms and conditions of industry standards. If the Optionee does attempt to perfect or defend title, the Optionor shall execute all documents and shall take such other actions as are reasonably necessary to assist the Optionee in its efforts. Any improvement or perfection of title to the Property shall enure to the benefit of the Optionor in the same manner and to the same extent as if such improvement or perfection has been made prior to the execution of this Agreement.

#### **5. ROYALTY**

- 5.1 Upon exercise of the Option, simultaneous with the execution and delivery of the conveyance of the Properties to the Optionee pursuant to Section 4.1, the Optionee shall grant to the Optionor a 2% net smelter return royalty interest in all minerals processed and sold from the Properties, on the terms set forth in the Royalty Agreement attached as Schedule C to this Agreement.

5.2 The Parties hereby acknowledge that, under the Existing Option Agreements, the Optionee previously exercised its option to and was conveyed the 100% of the Ribbon Property and 50% of each of the Neil Property and Toro Property by the Optionor subject to a 2% net smelter royalty interest and therefore the Optionor, Optionee and the Parent Company shall enter into the Royalty Agreement concurrent with the execution of this Agreement.

## **6. RIGHT OF ENTRY**

6.1 For so long as the Option is outstanding, the Optionee and its employees, representatives, agents and independent contractors shall have the right:

- (a) to access all information in the possession or control of the Optionor relating to the prior Operations of the Optionor with respect to the Properties, including all geological, geophysical and geochemical data and drill results;
- (b) to enter upon the Properties and carry out such exploration and development work thereon and thereunder as the Optionee considers advisable, including removing material from the Properties for the purpose of testing; and
- (c) to bring upon and erect upon the Properties such structures, machinery and equipment, facilities and supplies as the Optionee consider advisable to conduct its Operations.

## **7. OBLIGATIONS OF THE OPTIONEE DURING OPTION PERIOD**

7.1 During the Option Period, the Optionee shall:

- (a) maintain in good standing, in accordance with subsection 3.2(b), those mineral claims comprising the Properties by the expenditure of Exploration Expenses or the making of payments in lieu thereof, by the payment of taxes and rentals, and the performance of all other actions which may be necessary in that regard and in order to keep such mineral claims free and clear of all liens and other charges arising from the Optionee's activities thereon except those at the time contested in good faith by the Optionee. The Optionee shall provide proof of compliance with assessment filings and filing fees or taxes to the Optionor;
- (b) provide the Optionor with fully completed copies of all notices of work, statements of exploration and development or other assessment filings that have been, or will be, filed with the applicable mining recorder's offices to keep such mineral claims forming all or part of the Properties in good standing;
- (c) record all exploration work carried out on the Properties by the Optionee as Exploration Expenses;
- (d) promptly provide the Optionor with copies of any notices, orders or other similar documents received by it from time to time from any Governmental Authority or any other third party respecting the Properties;

- (e) promptly provide the Optionor with copies of all permits, licenses or other similar authorizations obtained from any Governmental Authority by the Optionee from time to time in respect of the Properties;
- (f) permit the directors, officers, employees and designated consultants of the Optionor, at their own risk and expense, access to the Properties at all reasonable times, and the Optionor agrees to indemnify the Optionee against and to save it harmless from all costs, claims, liabilities and expenses that the Optionee may incur or suffer as a result of any injury (including injury causing death) to any director, officer, employee or designated consultant of the Optionor while on the Properties;
- (g) regulate access to the Properties subject only to the right of the Optionor's directors, officers, employees and designated consultants to have access to the Properties as hereinbefore provided;
- (h) if requested by the Optionor, while exploration and development is carried out, furnish the Optionor with monthly progress reports and with a final report within 60 days following the conclusion of each program. The final report shall show the exploration and development performed and the results obtained and shall be accompanied by a statement of costs and copies of pertinent plans, assay maps, diamond drill records and other factual engineering data. All information and data concerning or derived from the exploration and development shall be kept confidential except as permitted under this Agreement.
- (i) If requested by the Optionor, deliver to the Optionor on or before the date of the Optionee's fiscal year end a report (including up to date maps if there are any) describing the results of work done on the Properties in the last completed calendar year. The report will show the exploration and development performed and the results obtained and will be accompanied by a statement of costs and copies of pertinent plans, assay maps, diamond drill records and other factual engineer data;
- (j) do all work on the Properties in a good and workmanlike fashion to the best of its ability and using its best efforts, skill and judgment and in accordance with good mining, processing and engineering practices generally prevailing in the mining industry and in accordance with all applicable laws, regulations, orders and ordinances of any Governmental Authority relating to the Properties;
- (k) take all proper reasonable steps for the protection of rights of surface owners against damage occasioned by Operations to be conducted hereunder and pay such damage as may lawfully be determined as resulting from such Operations;
- (l) prosecute and defend, but not to initiate without the consent of the Optionor, all litigation or administrative proceedings arising out of the Properties;

- (m) indemnify and save the Optionor harmless in respect of any and all costs, claims, liabilities and expenses arising out of the Optionee's activities on the Properties and, without limiting the generality of the foregoing, will, during the currency of this Agreement, carry reasonable and customary third party liability insurance on the Properties for the benefit of the Optionee and the Optionor as their interests appear; provided that the Optionee shall incur no obligation hereunder in respect of claims arising or damages suffered after termination of the Option if upon termination of the Option any workings on or improvements to the Properties made by the Optionee are left in a safe condition;
- (n) permit the Optionor, at its own expense, reasonable access to the results of the work done on the Properties during the last completed calendar year; and
- (o) if requested by the Optionor, deliver to the Optionor forthwith after receipt by the Optionee material data and results, assay results for samples taken from the Properties, together with reports showing the location from which the samples were taken and the type of samples.

## **8. TERMINATION OF OPTION**

- 8.1 Provided that the Optionee is not in default pursuant to the provisions hereof, the Optionee will have the right at any time and from time to time during the Option Period to terminate the Option by providing not less than fifteen (15) days notice to the Optionor.
- 8.2 If at any time during the Option period the Optionee fails to perform any obligation required to be performed hereunder or is in breach of a warranty herein, which failure or breach materially interferes with the implementation of this Agreement, the Optionor may terminate this Agreement but only if:
  - (a) it first gives to the Optionee a notice of default containing particulars of the obligation which the Optionee has not performed, or the warranty breached; and
  - (b) the Optionee does not, within one hundred and twenty (120) days after delivery of such notice of default, cure such default.
- 8.3 If the Option is terminated, the Optionee shall:
  - (a) forfeit all interest whatsoever nature in any cash payments or Exploration Expenses paid or incurred by the Optionee to the Optionor prior to the date of such termination;
  - (b) make all payments that were due under this Agreement prior to the termination of the Option;
  - (c) leave in good standing for a period of at least thirty-six months from the termination of the Option Period those mineral claims comprised in the Properties at such date;

- (d) pay all contractors and suppliers such that the Properties will be free and clear of all liens, encumbrances or charges;
- (e) deliver or make available at no cost to the Optionor within ninety (90) days of such termination, all drill core, copies of all reports, maps, assay results and other relevant technical data compiled by, prepared at the direction of, or in the possession of the Optionee with respect to the Properties and not theretofore furnished to the Optionor; and
- (f) comply with applicable laws and regulations regarding Environmental Compliance for activities carried out on the Properties by the Optionee, and the Optionor hereby consents to granting the Optionee the right of access to the Properties or portions thereof as required to comply with such Environmental Compliance obligations.

Notwithstanding the termination of the Option, the Optionee, not being in default of the terms and conditions of this Agreement, shall have the right, within a period of one hundred and eighty (180) days following the end of the Option Period, to remove from the Properties all buildings, plant, equipment, machinery, tools, appliances and supplies which have been brought upon the Properties by or on behalf of the Optionee, and any such Properties not removed within such one hundred and eighty (180) day period shall thereafter become the Properties of the Optionor.

## **9. ASSIGNMENT**

9.1 The Optionee may sell, transfer or otherwise dispose of all or any portion of its interest in and to the Properties and this Agreement but only where:

- (a) the Optionee has obtained the written consent of the Optionor, such consent not to be unreasonably withheld, and any purchaser, grantee or transferee, other than a wholly owned subsidiary of the Optionee, of any such interest shall have first delivered to the Optionor its agreement relating to this Agreement and to the Properties, containing:
  - (i) a covenant to perform all the obligations of the Optionee to be performed under this Agreement in respect of the interest to be acquired by it from the Optionee to the same extent as if this Agreement had been originally executed by such purchaser, grantee or transferee; and
  - (ii) a provision subjecting any further sale, transfer or other disposition of such interest in the Properties and this Agreement or any portion thereof to the restrictions contained in this paragraph 9.1; and

9.2 No assignment by the Optionee of any interest less than its entire interest in this Agreement and in the Properties shall, as between the Optionee and the Optionor, discharge it from any of its obligations hereunder, but upon the transfer by the Optionee of the entire interest at the time held by it in this Agreement, whether to one or more transferees and whether in one or in a number of successive transfers, the Optionee shall be deemed to be discharged from all obligations hereunder.

- 9.3 If the Optionor should receive a bona fide offer from an independent third party (the "Proposed Purchaser") dealing at arm's length with the Optionor to purchase all or a part of its interest in the Properties, which offer the Optionor desires to accept, or if the Optionor intends to sell all or a part of its interest in the Properties:
- (a) The Optionor shall first offer (the "Offer") such interest in writing to the Optionee upon terms no less favourable than those offered by the Proposed Purchaser or intended to be offered by the Optionor, as the case may be.
  - (b) The Offer shall specify the price, terms and conditions of such sale, the name of the Proposed Purchaser and shall, in the case of an intended offer by the Optionor, disclose the person or persons to whom the Optionor intends to offer its interest and, if the offer received by the Optionor from the Proposed Purchaser provides for any consideration payable to the Optionor otherwise than in cash, the Offer shall include the Optionor's good faith estimate of the cash equivalent of the non-cash consideration.
  - (c) If within a period of thirty (30) days of the receipt of the Offer the Optionee notifies the Optionor in writing that it will accept the Offer, the Optionor shall be bound to sell such interest to the Optionee on the terms and conditions of the Offer. If the Offer so accepted by the Optionee contains the Optionor's good faith estimate of the cash equivalent of the non-cash consideration as aforesaid, and if the Optionee disagrees with the Optionor's best estimate, the Optionee shall so notify the Optionor at the time of acceptance and the Optionee shall, in such notice, specify what it considers, in good faith, the fair cash equivalent to be and the resulting total purchase price. If the Optionee so notifies the Optionor, the acceptance by the Optionee shall be effective and binding upon the Optionor and the Optionee, and the cash equivalent of any such non-cash consideration shall be determined by binding arbitration under the *Arbitration Act* (British Columbia) and shall be payable by the Optionee, subject to prepayment as hereinafter provided, within thirty (30) days following its determination by arbitration. The Optionee shall in such case pay to the Optionor, against receipt of an absolute transfer of clear and unencumbered title to the interest of the Optionor being sold, the total purchase price which is specified in its notice to the Optionor and such amount shall be credited to the amount determined following arbitration of the cash equivalent of any non-cash consideration.
  - (d) If the Optionee fails to notify the Optionor within thirty (30) days of the receipt of the Offer that it will purchase the interest offered, the Optionor may sell and transfer such interest to the Proposed Purchaser at the price and on the terms and conditions specified in the Offer for a period of thirty (30), but the terms of this paragraph shall again apply to such interest if the sale to the Proposed Purchaser is not completed within such thirty (30) days.
  - (e) Any sale hereunder shall be conditional upon the Proposed Purchaser delivering a written undertaking to the Optionee, in form and substance satisfactory to its counsel, to be bound by the terms and conditions of this Agreement.

**10. SURRENDER OF PROPERTY INTERESTS**

- 10.1 The Optionee may at any time either before or after the Commencement of Commercial Production, elect to abandon the mineral claims comprised in the Properties by giving written notice to the Optionor of such intention at least sixty (60) days prior to expiry of registration such mineral claims.
- 10.2 Upon delivery of such notice pursuant to section 10.1 the Optionee will deliver to the Optionor a cancellation of any interest as recorded pursuant to section 3.3.
- 10.3 At the expense of the Optionee, any claims so transferred will be in good standing under the Mineral Tenure Act (British Columbia) for at least thirty-six months from the date of transfer.

**11. AREA OF INTEREST**

- 11.1 There is no area of interest regarding this Agreement, which concerns only the mineral titles listed in Schedules A and B.

**12. FORCE MAJEURE**

- 12.1 If the Optionee is at any time either during the Option Period or thereafter prevented or delayed in complying with any provisions of this Agreement by reason of strikes, lock-outs, labour shortages, power shortages, fuel shortages, fires, wars, acts of God, governmental regulations restricting normal operations, shipping delays or any other reason or reasons beyond the control of the Optionee, other than lack of funds, the time limited for the performance by the Optionee of its obligations hereunder shall be extended by a period of time equal in length to the period of each such prevention or delay, but nothing herein shall discharge the Optionee from its obligations hereunder to maintain the Properties in good standing.
- 12.2 The Optionee shall give prompt notice to the Optionor of each event of force majeure and upon cessation of such event shall furnish to the Optionor with notice to that effect together with particulars of the number of days by which the obligations of the Optionee hereunder have been extended by virtue of such event of force majeure and all preceding events of force majeure.

**13. CONFIDENTIAL INFORMATION**

- 13.1 No party will make any announcement, press release or public statement relating in any manner to this Agreement, the Properties or activities related to the Properties without first furnishing the proposed text thereof to the other Party. Where applicable, all disclosure must comply with the requirements of National Instrument 43-101 *Standards for Disclosure for Mineral Projects* as amended from time to time ("NI 43-101").
- 13.2 The disclosure required by section 13.1 will not apply to a disclosure:
- (a) to an Affiliate, consultant, contractor, subcontractor or agent that has a bona fide need to be informed;
  - (b) reasonably required by a third party or parties in connection with negotiations for a permitted transfer of an interest under this Agreement, an interest in the Properties, or for a transfer of the Royalty Interests to such third party or parties, or the acquisition of an equity or other interest in a party;

- (c) to a Governmental Authority or to the public which the disclosing party believes in good faith is required by pertinent law or regulation or the rules or policies of any Exchange or securities regulatory authority to which the disclosing party is subject;
  - (d) reasonably required by a party in the prosecution or defense of a lawsuit or other proceeding or to enforce compliance with the terms and conditions of this Agreement or to protect or preserve a party's rights hereunder or the rights of any other party affected by such rights;
  - (e) as reasonably required by a financial institution or other similar entity in connection with any financing being undertaken by a party;
  - (f) information which is or becomes part of the public domain other than through a breach of this Agreement;
  - (g) information already in the possession of a party or its Affiliate prior to receipt thereof from any other party or its Affiliates or development of such information under this Agreement;
  - (h) information lawfully received by a party or an Affiliate from a third party not under an obligation of secrecy to the other party; or
  - (i) following termination of this Agreement, confidential information reasonably required by a third party or parties in connection with negotiating for a transfer of an interest in the Properties.
- 13.3 In respect of any disclosure pursuant to section 13.2(a), 13.2(b) or 13.2(e) only such confidential information as such third party will have a legitimate business need to know will be disclosed and such third party will first agree in writing to protect the confidential information from further disclosure to the same extent as the parties are obligated under this Section 13.
- 13.4 Where either Party or any Affiliate of either Party (collectively, the "**Discloser**") is required by NI 43-101 to file a Technical Report (as defined in NI 43-101) with respect to the Properties, the non-disclosing party will provide all reasonable assistance to the Discloser to enable the Discloser to comply with its obligations under NI 43-101, provided that:
- (a) neither the non-disclosing party nor its Affiliates will have any obligation to the Discloser to prepare or provide the Technical Report or any part thereof, or to provide or make available a Qualified Person (as defined in NI 43-101) to the Discloser;
  - (b) the Discloser will not designate the other party or any associate, Affiliate or employee of, or retained by, the other party, or any Qualified Person of the other party, without the prior written consent of the other party;
  - (c) the Discloser will be responsible for the cost of preparing or providing the Technical Report;

- (d) the Discloser's designation of a Qualified Person will be subject to the other party's prior written consent, such consent not to be unreasonably withheld; and
- (e) the non-disclosing party will be entitled to access all pertinent information related to that portion of the Technical Report pertaining to the Properties and will be afforded a reasonable opportunity to review and require changes to that portion of the Technical Report prior to the filing of the Technical Report with applicable Governmental Authorities.

## 14. INDEMNIFICATION

**14.1 The Optionees Indemnification of the Optionor.** The Optionee and the Parent Company shall jointly and severally defend, indemnify and save harmless the Optionor from and against any and all claims, debts, demands, suits, actions and causes of action whatsoever that may be brought or made against the Optionor by any Person and all losses that may be suffered or incurred by the Optionor arising out of or in connection with (a) the Optionee's activities on the Properties including without limitation bodily injuries or death or damage to property, unless and to the extent due to the acts or omissions of the Optionor or their servants or agents, and (b) any environmental conditions associated with the Optionee's activities of, at, in or under the Property or of any facilities on the Property.

**14.2 The Optionor's Indemnification of the Optionee.** The Optionor shall defend, indemnify and save harmless the Optionee and the Parent Company and their Affiliates and their personnel from and against any and all claims, debts, demands, suits, actions and causes of action whatsoever that may be brought or made against one or more of them by any Person and all losses that may be suffered or incurred by them arising out of or in connection with or relating to, whether directly or indirectly:

- (a) any visits to the Property by the Optionor and their officers, employees, invitees and licensees including without limitation bodily injuries or death at any time resulting therefrom or damage to property except to the extent the same arises out of the negligence or misconduct of the Optionee or their agents, servants or independent contractors; and
- (b) any activities or operations conducted by the Optionor on or with respect to the Properties on or prior to the date of the Existing Option Agreements, or any environmental condition associated with the Optionor's activities of, at, in, or under the Properties or of any facilities on the Property, on or prior to the Closing Date.

**14.3 Indemnification Procedure.** Either Party who has a claim giving rise to indemnification liability otherwise, shall give prompt notice to the other Party (the "**Indemnifying Party**") of such claim, together with a reasonable description thereof. Failure to provide such notice shall not relieve a Party of any of its indemnification obligations hereunder except to the extent materially prejudiced thereby. With respect to any claim by a third party against any Party to this Agreement which is subject to indemnification under this

Agreement, the Indemnifying Party shall be afforded the opportunity, at its expense, to defend or settle the claim if it utilizes counsel reasonably satisfactory to the Indemnified Party, and promptly commences the defense of such claim and pursues such defense with diligence; *provided, however*, that the Indemnifying Party shall secure the consent of the Indemnified Party to any settlement, which consent shall not be unreasonably withheld. The Indemnified Party may participate in the defense of any claim at its expense, and until the Indemnifying Party has agreed to defend such claim, the Indemnified Party may file any motion, answer or other pleading or take such other action as it deems appropriate to protect its interests or those of the Indemnifying Party. If an Indemnifying Party does not elect to contest any third-party claim, the Indemnifying Party shall be bound by the results obtained with respect thereto by the Indemnified Party, including any settlement of such claim. The terms and provisions of this Section 14 shall survive the termination of this Agreement.

**15. NOTICES**

15.1 Each notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered, emailed or faxed to such party at the address for such party specified below. The date of receipt of such notice, demand or other communication shall be the date of delivery thereof if delivered or, if given by email shall be deemed conclusively to be the next business day. Either party may at any time notify the other party in writing of a change of address and the new address to which notice shall be given to it thereafter until further change.

15.2 The address for service for each of the parties hereto shall be as follows:

(a) if to the Optionor:

High Range Exploration Ltd.  
Suite 306 – 3582 14th Avenue,  
P.O. Box 722, Smithers, BC, V0J 2N0

Attention: Alan Raven

Email: [REDACTED] [*Redacted: Personal Information*]

(b) if to the Optionee:

Fabled Copper and Gold Corp.  
480 – 1500 West Georgia St.  
Vancouver, BC, V6G 2Z6

Attention: David W. Smalley, Chairman

Email: [REDACTED] [*Redacted: Personal Information*]

(c) if to the Parent Company:

Fabled Silver Gold Corp.  
480 – 1500 West Georgia St.  
Vancouver, BC, V6G 2Z6

Attention: David W. Smalley, Chairman

Email: [REDACTED] [Redacted: Personal Information]

**16. GENERAL**

- 16.1 This Agreement shall supersede and replace any other agreement or arrangement, whether oral or written, including but not limited to the Existing Option Agreements, herebefore existing between the parties in respect of the subject matter of this Agreement.
- 16.2 No consent or waiver expressed or implied by either party in respect of any breach or default by the other in the performance by such other of its obligations hereunder shall be deemed or construed to be consent to or a waiver of any other breach or default.
- 16.3 The parties shall promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance and do such further and other acts which may be reasonably necessary or advisable to carry out fully the intent of this Agreement or to record wherever appropriate the respective interest from time to time of the parties in the Properties.
- 16.4 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 16.5 This Agreement shall be governed by and construed in accordance with the laws of British Columbia and shall be subject to the approval of all securities regulatory authorities having jurisdiction.
- 16.6 If any provision of this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, such provision may be severed from this Agreement, and the validity, legality and enforceability of the remaining provisions hereof shall not be affected or impaired by reasons thereof.
- 16.7 Time shall be of the essence in this Agreement.
- 16.8 Wherever the neuter and singular is used in this Agreement it shall be deemed to include the plural, masculine and feminine, as the case may be.
- 16.9 All dollar amounts referred to in this Agreement are in Canadian funds unless expressly stated otherwise.
- 16.10 This Agreement may be executed by the parties hereto by manual signatures or through the use of electronic signatures, and in as many counterparts as may be necessary, and each of which so signed shall be deemed to be an original and, provided that all of the parties have executed a counterpart, such counterparts together shall constitute one and the same instrument, and notwithstanding the date of execution shall be deemed to bear the date as set forth above. Such executed copy may be transmitted by email or other electronic method of transmission, and the reproduction of signatures by email or other electronic method of transmission will be treated as binding as if originals.

**[SIGNATURE PAGE FOLLOWS]**

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

**HIGH RANGE EXPLORATION LTD.**

Per: "Alan R. Raven"  
Authorized Signatory

"Alan R. Raven"  
**ALAN R. RAVEN**

**FABLED SILVER GOLD CORP.**

Per: "Peter J. Hawley"  
Authorized Signatory

**FABLED COPPER AND GOLD CORP.**

Per: "Peter J. Hawley"  
Authorized Signatory

## SCHEDULE A

The Properties are located in the Liard Mining Division, British Columbia

### LIST OF MINERAL TENURES AND EXPIRY DATES

#### NEIL PROPERTY

Claim Name	Tenure No.	Hectares	Owner	Record Date	Expiry Date
Ram Creek	845171	101.35	High Range Exploration Ltd. (240921) – 50% Fabled Copper and Gold Corp. (283923) – 50%	January 31, 2011	December 15, 2025
Ram East	1027342	16.89	High Range Exploration Ltd. (240921) – 50% Fabled Copper and Gold Corp. (283923) – 50%	April 08, 2014	December 15, 2025
Ran NE-	1035386	84.45	High Range Exploration Ltd. (240921) – 50% Fabled Copper and Gold Corp. (283923) – 50%	April 09, 2015	December 15, 2025

#### RIBBON PROPERTY

Claim Name	Tenure No.	Hectares	Owner	Record Date	Expiry Date
Neil Extension	1046488	776.91	Fabled Copper and Gold Corp. (283923) – 100%	September 5, 2016	December 15, 2027
Neil NE	1046517	135.11	Fabled Copper and Gold Corp. (283923) – 100%	September 7, 2016	December 15, 2027

#### TORO PROPERTY

Claim Name	Tenure No.	Hectares	Owner	Record Date	Expiry Date
Toro/ Churchill	772742	305.5589	High Range Exploration Ltd. (240921) – 50% Fabled Copper and Gold Corp. (283923) – 50%	May 13, 2010	December 10, 2021
Toro/ Churchill 2	772802	84.9236	High Range Exploration Ltd. (240921) – 50% Fabled Copper and Gold Corp. (283923) – 50%	May 13, 2010	December 10, 2021
	854517	16.9724	High Range Exploration Ltd. (240921) – 50% Fabled Copper and Gold Corp. (283923) – 50%	May 14, 2011	December 10, 2021
T/C2	1019676	50.9232	High Range Exploration Ltd. (240921) – 50% Fabled Copper and Gold Corp. (283923) – 50%	May 21, 2013	December 10, 2021
Idaho	1023665	33.9804	High Range Exploration Ltd. (240921) – 50% Fabled Copper and Gold Corp. (283923) – 50%	November 7, 2013	December 10, 2021
John Ext.	1024157	135.779	High Range Exploration Ltd. (240921) – 50% Fabled Copper and Gold Corp. (283923) – 50%	December 2, 2013	December 10, 2021
South Ext.	1024158	67.9572	High Range Exploration Ltd. (240921) – 50% Fabled Copper and Gold Corp. (283923) – 50%	December 2, 2013	December 10, 2021
Toro East	1026684	67.8936	High Range Exploration Ltd. (240921) – 50% Fabled Copper and Gold Corp. (283923) – 50%	March 14, 2014	December 10, 2021
Toro Sw	1026686	152.845	High Range Exploration Ltd. (240921) – 50% Fabled Copper and Gold Corp. (283923) – 50%	March 14, 2014	December 10, 2017

**SCHEDULE B – ADDITIONAL PROPERTIES**

The Properties are located in the Liard Mining Division, British Columbia

**LIST OF MINERAL TENURES AND EXPIRY DATES**

<b>Claim Name</b>	<b>Tenure No.</b>	<b>Hectares</b>	<b>Owner</b>	<b>Record Date</b>	<b>Expiry Date</b>
Bronson	1059473	665.7274	High Range Exploration Ltd. (240921) – 100%	March 21, 2018	March 21, 2023
Bronson East	1067207	478.0562	High Range Exploration Ltd. (240921) – 100%	March 13, 2019	March 21, 2022
Bronson NE	1035386	870.0332	High Range Exploration Ltd. (240921) – 100%	April 17, 2019	March 21, 2022
Bronson North	1068003	511.6624	High Range Exploration Ltd. (240921) – 100%	April 18, 2019	March 21, 2022
Neil North	1053524	219.46	High Range Exploration Ltd. (240921) – 100%	November 4, 2017	December 15, 2027
	1056061	1,097.08	High Range Exploration Ltd. (240921) – 100%	July 29, 2017	November 30, 2025

SCHEDULE C

**NET SMELTER RETURN ROYALTY AGREEMENT**

**THIS AGREEMENT** made as of the \_\_\_ day of, \_\_\_\_\_, \_\_\_\_\_ (the “**Effective Date**”)

**BETWEEN:**

**HIGH RANGE EXPLORATION LTD.**

(hereinafter called “**Royalty Holder**”)

**AND:**

**FABLED COPPER AND GOLD CORP.**

(hereinafter called “**Fabled Copper**”)

**AND:**

**FABLED SILVER GOLD CORP.**

(hereinafter called “**Fabled**”)

(together Fabled and Fabled Copper are the “**Payor**”)

**WHEREAS** Fabled Copper is the legal and beneficial owner of the Property and Fabled is the beneficial owner of 100% of the shares of Fabled Copper;

**AND WHEREAS** the Payor has agreed to grant and pay a net smelter return royalty on all Products derived from the Property to and in favour of the Royalty Holder, on the terms and conditions set forth herein.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration for the respective covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties), it is hereby agreed by and among the Parties as follows:

**1. INTERPRETATION**

1.1 For the purpose of this Agreement, including the recitals hereto, unless expressly stated or the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

- (a) “**Affiliate**” means, with respect to any person, any person which directly or indirectly Controls, or is Controlled by, or is under common Control with, that person;
- (b) “**Allowable Deductions**” for a calendar quarter means the following costs, charges, expenses and deductions actually incurred by Payor during such calendar quarter in connection with the smelting, refining and/or sale of Product removed from the Property:

- (i) smelting and refining charges and penalties, including all costs of assaying, analyzing, sampling or representation, umpire charges, metal deductions and losses, penalties for impurities and charges for treating, refining, storing and handling the Product levied by any smelter or refinery;
- (ii) costs of transporting Product (including loading, freight, insurance, security, storage or stockpiling, transportation, shipping, taxes, handling, port, demurrage, delay and forwarding expenses incurred by reason of or in the course of transportation) from the Property or from a concentrator, whether situated on or off the Property, to any smelter or refinery;
- (iii) sales, use, severance, excise or any other taxes, customs duties or other charges of any Governmental Authority, but not including royalties, payable in respect of the production, removal, sale, processing, import, export, transportation or disposition, value or quantity of Product, but excluding income taxes of the Payor or its Affiliates or other operators of the Property, or sales or goods and services taxes payable by the purchaser or purchasers of the Product; and
- (iv) reasonable marketing and other sales costs and fees actually incurred in selling the Product, including sales commissions, insurance, consignment, agency fees and brokerage costs and fees and that are paid and/or incurred by the Payor or its Affiliates with respect to Product.

*provided* that if smelting or refining is carried out in facilities owned or controlled, in whole or in part, by the Payor or its Affiliates, then the Allowable Deductions shall include the lesser of: (A) the amount that the Payor would have incurred if such smelting or refining were carried out at facilities not owned or controlled by the Payor then offering comparable services for comparable products on prevailing terms and (B) the actual charges and costs incurred by the Payor with respect to such smelting or refining;

- (c) “**Auditor**” has the meaning ascribed to it in Section 3.4;
- (d) “**Business Day**” means any day, save and except a Saturday, Sunday or statutory holiday in Toronto, Ontario, on which commercial banks are open for business;
- (e) “**Canadian GAAP**” means accounting principles generally accepted in Canada, which are applicable as at the date on which any applicable calculation made hereunder is to be effective or as at the date of any financial statements referred to herein, as the case may be;
- (f) “**Control**” means possession, directly or indirectly, of the power to direct or cause the direction of management and policies through ownership of voting shares, interests or securities, or by contract, voting trust or otherwise, and “**Controlled**” and “**Controlling**” shall have corresponding meanings;
- (g) “**Governmental Authority**” means any governmental authority having jurisdiction in respect of the matters in this Agreement, including the governments of British Columbia, Canada and any political subdivision thereof and includes any agency, department, commission, board, bureau, court or other authority thereof, or any other body exercising, any executive, legislative, judicial, administrative, regulatory or taxing authority or power of any nature and having actual jurisdiction in respect of the matters in this Agreement;

- (h) “**Governmental Authorization**” means any permit, licence, franchise, approval, certificate, consent, ratification, permission, confirmation, endorsement, waiver, certification, registration, transfer, qualification or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Legal Requirement;
- (i) “**Gross Revenues**” in any calendar quarter means the amount of revenues actually received by, or with respect to Trading Activities, credited to the account of, the Payor or its Affiliates during that calendar quarter from the sale of Product to a person save and except an Affiliate of the Payor, or any insurance proceeds received by the Payor in respect thereof. For purposes of calculating Gross Revenues in the event the Payor, in connection with any Trading Activities, elects not to sell any portion of any copper extracted and produced from the Property, but instead elects to have the final product of any such copper credited to or held for its account with any smelter, refiner or broker, such copper will be deemed to have been sold at the London Metals Exchange price for copper on the day such copper is actually credited to or placed in the Payor’s account;
- (j) “**Legal Requirement**” means any applicable law, statute, ordinance, decree, requirement, order, treaty, proclamation, convention, rule or regulation (or interpretation of any of the foregoing) of any Governmental Authority, and the terms of any Governmental Authorization;
- (k) “**Materials**” has the meaning ascribed to it in Section 2.5;
- (l) “**Mining Rights**” means all mining rights with respect to the Property, and any other applicable mining claim, mining concession, mining lease, mining licence and mining right;
- (m) “**Net Smelter Returns**” for a calendar quarter means the amount determined by subtracting the Allowable Deductions for the calendar quarter from the Gross Revenues for the calendar quarter;
- (n) “**NI 43-101 compliant resource estimate**” means an estimate of mineral resources made in compliance with National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;
- (o) “**Party**” means the Payor or the Royalty Holder and “**Parties**” means the Payor and the Royalty Holder, collectively;
- (p) “**Payment Date**” for the Royalty in respect of a calendar quarter means the 30th day after the end of that calendar quarter or, if such day is not a Business Day, the Business Day that next follows;
- (q) “**Payor**” has the meaning set forth in the recitals hereto;
- (r) “**Product**” means any ores, concentrates, precipitates, doré, cathodes, leach solutions, refined metal or any other primary, intermediate or final products or any other product containing economically recoverable minerals obtained from ore mined, produced or extracted from the Property; for greater certainty, subject to Section 5, “Product” does not include any ores, concentrates, precipitates, doré, cathodes, leach solutions, refined metal, products or any other product containing minerals that are mined, produced or extracted from any property other than the Property even if such ores, concentrates, precipitates,

doré, cathodes, leach solutions, refined metal, products or any other product containing minerals are processed, stored or stockpiled in any way on the Property;

- (s) **“Property”** means the property or properties described in Schedule A annexed hereto, as amended from time to time, and forming an integral part hereof and any property acquired by the Payor;
- (t) **“Relevant Percentage”** means two percent (2%);
- (u) **“Royalty”** means the percentage of Net Smelter Returns to which the Royalty Holder is entitled under Section 2.1; and
- (v) **“Royalty Holder”** has the meaning set forth in the recitals.
- (w) **“Trading Activities”** has the meaning set forth in Section 2.6.

1.2 In this Agreement:

- (a) the terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
- (b) references to a “Section” or “Schedule” followed by a number or letter refer to the specified Section of or Schedule to this Agreement;
- (c) the division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) the terms “Party” and “the Parties” refer to a party or the parties to this Agreement;
- (e) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa;
- (f) unless otherwise indicated, any reference to a statute, regulation or rule shall be construed to be a reference thereto as the same may from time to time be amended, re-enacted or replaced, and any reference to a statute shall include any regulations or rules made thereunder;
- (g) the words “include”, “includes” and “including” mean “include”, “includes” or “including”, in each case, “without limitation”;
- (h) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time;
- (i) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and
- (j) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.

- 1.3 Time shall be of the essence of this Agreement.
- 1.4 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein.
- 1.5 The failure of any Party to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to such provision or any other provision of this Agreement. No purported waiver shall be effective as against any Party unless consented to in writing by such Party. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.
- 1.6 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.
- 1.7 Unless otherwise indicated, all dollar amounts in this Agreement are expressed in Canadian currency.

## **2. GRANT, CALCULATION AND PAYMENT OF ROYALTY**

- 2.1 The Payor hereby grants and agrees to pay to the Royalty Holder, its successors and assigns, a royalty in respect of each applicable calendar quarter equal to the Relevant Percentage multiplied by the Net Smelter Returns for such calendar quarter.
- 2.2 For certainty, the Royalty shall be calculated and payable by the Payor on all quantities of Product produced from the Property where the Payor receives any proceeds or is credited with any proceeds or metals by any smelter or refiner.
- 2.3 The obligation to pay the Royalty shall accrue once the Payor has received actual payment or credit for the sale or other disposition of Product. The amount of the Royalty payment due to the Royalty Holder in respect of any calendar quarter shall be paid to the Royalty Holder on the Payment Date by the delivery to the Royalty Holder of a certified cheque, bank draft or wire transfer (as directed by the Royalty Holder in writing in its sole and absolute discretion, subject to applicable Legal Requirements) in the amount owed. Subject to applicable Legal Requirements, all Royalty payments hereunder shall be made in Canadian dollars and shall not be offset by the amounts of taxes (if any) which the Payor is required to withhold and remit under Legal Requirements to any relevant Governmental Authorities. Any Royalty payment not timely made shall bear interest from the due date through the date of actual payment at an annual rate of 10%, calculated and compounded monthly.
- 2.4 At the time each Royalty payment is made, the Payor shall deliver to the Royalty Holder a statement setting forth (i) the quantities and grades of Product produced and sold or deemed sold by or credited to the account of the Payor in the applicable calendar quarter, (ii) the Gross

Revenues for Product on which the Royalty is calculated in the applicable calendar quarter, (iii) the applicable Allowable Deductions, and (iv) such other pertinent information in sufficient detail to explain the calculation of the Royalty Payment.

- 2.5 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 be the sole property of the Payor, but shall remain subject to the Royalty should the same be processed or reprocessed, as the case may be, in the future and result in the production of Products. Notwithstanding the foregoing, the Payor shall have the right to dispose of Materials from the Property on or off the Property and to commingle the same with materials from other properties. If Materials are processed or reprocessed, as the case may be, the Royalty payable thereon shall be determined on a pro rata basis as determined by using the best mine processing and technical practices then available
- 2.6 The Royalty Holder acknowledges that the Payor shall have the right to market and sell or refrain from selling refined copper and other metals produced from the Property in any manner it may elect, and that the Payor shall have the right to engage in forward sales, future trading or commodity options trading, and other price hedging, price protection, and speculative arrangements (“**Trading Activities**”), which may involve the possible delivery of copper or other metals produced from the Property, and that the Royalty Holder shall not be entitled to participate in the proceeds, or be obligated to shares in any losses, generated by the Payor’s actual marketing or sales practices or by its Trading Activities. The Payor shall have no obligation, express or implied, to engage (or not) in any Trading Activities with respect to Product. Proceeds received or losses incurred by the Payor from any such Trading Activities shall not be considered in calculation of Gross Revenues or Allowable Deductions.

### **3. ACCOUNTING MATTERS**

- 3.1 All calculations relating to the Royalty payments to be made to the Royalty Holder hereunder shall be carried out on a consistent basis in accordance with Canadian GAAP to the extent that such principles are not inconsistent with the provisions of this Agreement. In the event of any inconsistency between Canadian GAAP and the provisions of this Agreement, the latter shall prevail.
- 3.2 The Payor will cause to be kept proper books of account, records and supporting materials covering all matters relevant to the calculation of the Royalty payments payable to the Royalty Holder hereunder. Upon not less than 10 Business Days’ prior written request from the Royalty Holder, duly authorized representatives of the Royalty Holder (which may include representatives of the Royalty Holder’s auditors) shall be entitled, at the Royalty Holder’s cost and expense, not more frequently than once per calendar year, unless previous audits have revealed a payment discrepancy in excess of 5%, to inspect and audit such books of account, records and supporting materials and the opportunity to discuss issues raised by its audit with the Payor, for the purposes of confirming any information contained in a statement delivered to the Royalty Holder pursuant to Section 2.4.
- 3.3 Any payment made hereunder shall be considered final and in full satisfaction of all obligations of the Payor hereunder in respect of that payment unless the Royalty Holder provides written notice of its objection to the Payor within 24 months after the receipt by the Royalty Holder of a statement prepared in compliance with Section 2.4 that relates to that payment.
- 3.4 If a dispute arises with respect to the calculation of the Royalty, the Parties shall use their best endeavors to successfully settle the matter. To this effect, they shall consult and negotiate with

each other to reach a resolution satisfactory to both Parties, failing which the Parties shall promptly retain a third party accounting firm mutually agreed between the Royalty Holder and the Payor and experienced in the calculation of royalties of the nature of the Royalty (an “**Auditor**”) to conduct an audit solely in respect of the payment(s) in dispute. The Auditor will reach a conclusion on the dispute within 90 days of its appointment and the decision of the Auditor will be binding on the Parties.

- 3.5 If the Parties agree or the Auditor determines that there has been a deficiency or an excess in the payment made to the Royalty Holder, such deficiency or excess will be resolved by adjusting the next Royalty payment due under this Agreement. If production has ceased, settlement will be made between the Parties by cash payment within 10 Business Days of the determination by the Auditor.
- 3.6 Any audit or other examination permitted under this Agreement shall be completed diligently. All expenses of any audit or other examination permitted hereunder shall be paid by the Royalty Holder, unless such audit or examination determines, or the Parties agree, that the discrepancies in the calculation of the Royalty payment that are challenged by the Royalty Holder are more than five percent (5%) of the correct value of the Royalty payment, as determined by the audit, in which case the Payor shall be responsible for the expenses of that particular audit or other review or examination.

#### **4. OPERATIONS**

- 4.1 The Payor may, but is not obliged to stockpile, store, treat, mill, sort, concentrate, refine or otherwise process, beneficiate or upgrade Product at sites located on or off the Property, prior to sale, transfer or conveyance to a purchaser, user or consumer. If the Payor elects to stockpile, store or place and such materials on property other than the Property, the Payor shall first secure from the property owner a written agreement, in recordable form, and irrevocable so long as any such materials are on such property, which provides, *inter alia*, that (a) the Royalty Holder’s rights in such materials pursuant to this Agreement shall continue in full force and effect; (b) the Royalty Holder’s rights in and to such materials shall be the same as if the materials were situated on the Property; and (c) the Royalty Holder’s rights in such materials shall have precedence over the rights of the property owner, as well as the creditors of the property owner.
- 4.2 In the event the Payor sells or otherwise disposes of Product to an Affiliate of the Payor or to any shareholder of the Payor, then those sales or dispositions will be deemed, for purposes of this Agreement, to have been sold at prices and on terms no less favourable to the Payor than those which would be extended by an unaffiliated third party in an arm’s length transaction under similar circumstances.

#### **5. GENERAL ROYALTY MATTERS**

- 5.1 If Product is produced from the Property, such activities may occur as part of a single operation with other mining properties owned by the Payor or its Affiliates or in which the Payor or its Affiliates have a direct or indirect interest, in which event the Parties agree that (notwithstanding separate ownership thereof) ores, metals, minerals or mineral products mined therefrom may be mixed or commingled with ores, metals, minerals or products from other properties (“**Other Materials**”) at the time of mining or at any time thereafter and the Royalty shall be paid hereunder only with respect to Product mined or derived from the Property; *provided, however*, that the Payor or its Affiliates shall calculate from representative samples the average grade thereof and other measures as are appropriate, and shall determine the weight or volume of and sample and analyse/assay all such Product, and the Other Materials, before the same are so mixed

or commingled. Any such determination of grade, weight or volume, sampling and analysis shall be made in accordance with sound and generally accepted sampling and analytic procedures and practices consistently applied. The weight or volume and the analysis so derived shall be used as the basis of proportionate allocation of payments in the event of a sale of Product so mixed or commingled. In addition, comparable procedures may be used by the Payor to apportion among any commingled Product and Other Materials any penalties and other charges and deductions, if any, imposed by the smelter, refiner or purchaser of such Product. Representative samples of the Product and Other Materials shall be retained by the Payor and any commingling shall not disproportionately disadvantage the Royalty Holder's interest in such Product relative to the Payor's interest in such Other Materials, including any disadvantage on recovery of any payable metal contained in such Product or Other Materials. The Payor shall keep records showing moisture, assays of metal, commercial minerals, and other appropriate content and penalty substances and gross metal content of Product and records showing appropriate content of Other Materials (and shall provide copies of the same to Grantee under Section 3.2). Following the expiration of the period for objection described above in Section 3.3, and absent timely objection, if any, made by the Royalty Holder, the Payor may dispose of the materials and data required to be kept and produced by this Section 5.1.

- 5.2 The Payor shall use commercially reasonable efforts to ensure that customary and usual practices and procedures are adopted and employed for weighing, determining moisture content, sampling and assaying and determining recovery factors for the Products and other materials not from the Property, and shall record such data in order to determine the amount of economically recoverable materials extracted or derived from such minerals, metals and concentrates and materials not from the Property.
- 5.3 For the purpose of determining the amount of the Royalty payments required to be made to the Royalty Holder pursuant to Section 2, where applicable, all receipts and disbursements in a non-Canadian currency will be converted into Canadian currency on the basis of the Bank of Canada daily exchange rate on the Business Day immediately preceding the date of receipt or disbursement, as the case may be.
- 5.4 Neither the Payor nor any of its Affiliates shall have any obligation of any nature whatsoever pursuant to this Agreement to conduct exploration, development, production or mining activities or operations on or in respect of the Property. For certainty the Royalty Holder acknowledges and agrees that all decisions regarding the methods, procedures and techniques of any: (i) exploration, development and mining related to the Property, including spending on capital expenditures; (ii) leaching, milling, processing or extraction; (iii) materials to be introduced on or to the Property; and (iv) sales of Product and terms thereof, shall be made by the Payor, in its reasonable discretion.

## **6. REAL PROPERTY INTEREST**

The Royalty shall attach to any amendments, relocations and conversions of any Mining Rights, including any tenement, licence, lease, concession, mining claim or right, permit or other tenure comprising the Property or Mining Rights, or to any renewals or extensions thereof. The Royalty shall be a real property interest that runs with the Property and the Mining Rights and shall be binding upon the Payor, its successors and permitted assigns and any other successor in interest or title and other right of ownership of the Property or the Mining Rights or both. Royalty Holder shall be entitled to register this Agreement, or notice thereof, on the title to the Property and Payor shall execute such documents as may be necessary to effect such registration.

## 7. ASSIGNMENT OF INTERESTS

- 7.1 The Royalty Holder may, at any time, without the consent of the Payor, assign, transfer or otherwise convey not less than all of its rights or obligations under this Agreement to any person or persons (including by way of security or encumbrance); *provided, however*, that that no such assignment, transfer or conveyance shall be effective unless the transferee has first executed and delivered to the Payor an instrument pursuant to which the transferee agrees to be bound by the terms hereof and by all of the liabilities and obligations of the transferor hereunder in the same manner and to the same extent as though the transferee was an original party hereto.
- 7.2 The Payor may sell, assign, transfer or otherwise convey or dispose of (including by way of security or encumbrance) all or a portion of the Property or the Mining Rights or any interest therein in any manner whatsoever, or assign, transfer or otherwise convey or dispose (including by way of security or encumbrance) of this Agreement or all or any of its rights or obligations hereunder, in whole or in part, in connection with any assignment, transfer or conveyance (including by way of security or encumbrance) of all or a portion of the Property or the Mining Rights or any interest therein in any manner whatsoever; *provided, however*, that that no such sale, assignment, transfer or conveyance shall be effective unless the transferee has first executed and delivered to the Royalty Holder an instrument pursuant to which the transferee agrees to be bound by the terms hereof and by all of the liabilities and obligations of the transferor hereunder in the same manner and to the same extent as though the transferee was an original party hereto.
- 7.3 Notwithstanding the foregoing, no transfer, assignment, or conveyance or any rights or obligations under this Agreement will be made by either party to any person who is deemed a listed person under the Consolidated United Nations Security Council Sanctions List or the Consolidated Canadian Autonomous Sanctions List.

## 8. REPORTING OBLIGATIONS OF PAYOR AND INSPECTION RIGHTS

- 8.1 The Payor shall keep the Royalty Holder advised of all Mining Operations on the Property by submitting in writing to the Royalty Holder (i) quarterly progress reports (to be delivered within 30 days after the end of each calendar quarter) in respect of mining Operations commencing for the calendar year ending after the Effective Date which report shall include all pertinent data including, without limitation, the status of the Work Program, a statement of Expenditures incurred, drill logs and assay results, survey results, geological and resource figures and production reports (an “**Annual Report**”); (ii) copies of all reports concerning mining Operations; and (iii) reports of all significant assay results as soon as assay results are available. At all reasonable times the Payor shall provide the representative of the Royalty Holder access to and the right to copy all maps, drill logs, core tests, reports, surveys, assays, analyses, production reports, operations, technical, accounting and financial records and other information acquired in conducting operations.
- 8.2 **Inspection.** The Royalty Holder and its authorized agents, at their sole risk and expense, shall have the right, exercisable during regular business hours, at a mutually convenient time, in compliance with Fabled Copper’s safety rules and regulations, and in a reasonable manner so as not to interfere with Fabled Copper’s operations, to go upon the Property for the purpose of confirming that Fabled Copper is conducting its operations in the manner required by this Agreement.

**9. RETURN OF MINING CLAIMS TO BE ABANDONED BY PAYOR**

9.1 The Payor may at any time abandon some or all of the Property provided that the Property, or portion thereof, to be abandoned (the “**Abandoned Claims**”) shall be in good standing for a period of at least six (6) months from the date the Payor notifies the Royalty Holder in writing that it is abandoning its interest in the Abandoned Claims and delivers all reports, maps and data in its possession with respect to the Abandoned Claims to the Royalty Holder (the “**Abandonment Notice**”). The Royalty Holder shall have the right, within thirty (30) days of receipt of the Abandonment Notice, to accept or reject some or all of the Abandoned Claims. If the Royalty Holder wishes to accept some or all of the Abandoned Claims (the “**Accepted Claims**”), it shall deliver notice in writing to the Payor setting out the particulars of the Accepted Claims and the Payor shall transfer the Accepted Claims to the Royalty Holder at the expense of the Payor within ten (10) days of receipt of such Acceptance Notice.

**10. MISCELLANEOUS**

10.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein (without regard to its laws relating to any conflicts of laws). The United Nations Vienna Convention on Contracts for International Sale of Goods shall not apply to this Agreement.

10.2 **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be sufficiently given if delivered personally (including by courier service) or if sent by facsimile or sent by electronic mail in PDF format addressed as follows:

(a) if to the Payor:

Fabled Silver Gold Corp.  
480 – 1500 West Georgia Street  
Vancouver, British Columbia V6G 2Z6  
E-Mail: [Redacted: Personal Information]  
Attention: Chairman

(b) if to the Royalty Holder:

High Range Exploration Ltd.  
Suite 306 – 3582 14th Avenue,  
P.O. Box 722, Smithers, BC, V0J 2N0  
Email: [Redacted: Personal Information]  
Attention: Alan Raven

Any such notice or other communication given in accordance with this Section, if delivered personally as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Business Day and such delivery is received before 4:00 p.m. at the place of delivery; otherwise it shall be deemed to be validly and effectively given on the next following Business Day. Any notice or communication which is transmitted by facsimile transmission or electronic mail as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such day is a Business Day and such transmission is received before 4:00 p.m. at the place of receipt; otherwise it shall be deemed to have been validly and effectively given on the next following Business Day.

Any Party may at any time change its address for service from time to time by notice given in accordance with this Section 10.2.

- 10.3 **Term.** This Agreement shall continue in perpetuity. If any right, power or interest of either Party under this Agreement would violate the rule against perpetuities, as same may be amended or expressed by any relevant law or statute, then such right, power or interest shall terminate at the expiration of the earlier of (a) 99 years from the date hereof or (b) the termination of the period, if shorter than 99 years from the date hereof, that constitutes the longest period for which the right, power or interest could exist given the rule against perpetuities, as same may be amended or expressed by any relevant law or statute.
- 10.4 **Successors and Assigns.** This Agreement shall enure to the benefit of, and shall be binding upon, the Parties and their respective successors and permitted assigns.
- 10.5 **Further Assurances.** Each of the Parties to this Agreement shall from time to time and at all times do all such further acts and execute and deliver all further deeds and documents as shall be reasonably required in order fully to perform and carry out the terms of this Agreement.
- 10.6 **Amendments.** This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by each of the Parties.
- 10.7 **No Partnership.** Nothing in this Agreement will be deemed to constitute any Party as the partner, agent or legal representative of the other Party. It is not the intention of the Parties to create, nor shall this Agreement be construed to create, any mining, commercial or other partnership.
- 10.8 **Waivers.** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be 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 Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
- 10.9 **No restriction of Competition.** Except as expressly provided in this Agreement or any subsequent agreement in writing executed by the Parties, each Party will have the right to independently engage in and receive full benefits from business activities, whether or not competitive with the other's activities, without consulting the other Parties. Notwithstanding any other provision of this Agreement, each Party will be free to acquire for its own account, free of any liability, duty or obligation to the other Parties arising out of this Agreement, any mineral rights located anywhere, without regard to any doctrine of "corporate opportunity" or "business opportunity".
- 10.10 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which, once executed, shall constitute an original and all of which together shall constitute one and the same agreement.

*[The remainder of this page has been left blank intentionally]*

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties on the date first written above.

**FABLED SILVER GOLD CORP.**

Per:

---

Name:  
Title:

**FABLED COPPER AND GOLD CORP.**

Per:

---

Name:  
Title:

**HIGH RANGE EXPLORATION LTD.**

Per:

---

Name:  
Title:

**SCHEDULE A**

The Properties are located in the Liard Mining Division, British Columbia

**LIST OF MINERAL TENURES AND EXPIRY DATES**

<b>Claim Name</b>	<b>Tenure No.</b>	<b>Hectares</b>	<b>Owner</b>	<b>Record Date</b>	<b>Expiry Date</b>

[END OF DOCUMENT]