

**THIS MINIAK OPTION AGREEMENT** made as of March 11, 2022.

**BETWEEN:**

**J2 METALS INC.**, a British Columbia corporation of Suite 1710-1050 West Pender Street,  
Vancouver, BC, V6E 3S7

(the “**Optionor**”)

- and -

**STEARMAN RESOURCES INC.**, a British Columbia corporation of Suite 170-422  
Richards Street, Vancouver, BC, V6C 1H2

(the “**Optionee**”)

(Collectively, the “**Parties**” and each, a “**Party**”)

**WITNESSETH THAT:**

**WHEREAS** the Optionor owns and holds directly 100% of the right, title and interest in  
and to the Property as defined herein;

**AND WHEREAS** the Parties now wish to enter into this Agreement concerning the  
Property in order to provide for the grant to the Optionee of the Option (as defined herein)  
and to acquire from the Optionor a 75% interest in the Property, all for the consideration  
and upon the terms and conditions set forth herein;

**NOW THEREFORE** in consideration of the mutual covenants herein contained, the  
Parties agree as follows:

## ARTICLE 1 DEFINITIONS AND PRINCIPLES OF INTERPRETATION

### 1.1 Definitions

Capitalized words and phrases used in this Agreement shall have the meaning given to such words and phrases below:

“**Aboriginal Peoples**” shall mean any peoples native to Canada that Claim or have a right or interest in or to the Property that is dependent upon constitutional or other lawful non-contractual rights or powers.

“**Acquisition Date**” shall have the meaning ascribed thereto in Section 3.1 hereof.

“**Affiliate**” means any corporation, company, partnership, joint venture or firm that controls, is controlled by or is under common control with a Person. For purposes of this definition, “control” shall mean (a) in the case of corporate entities, direct or indirect ownership of more than 50% of the stock or shares entitled to vote for the election of directors; and (b) in the case of non-corporate entities, direct or indirect ownership of more than 50% of the equity interest with the power to direct the management and policies of such non-corporate entities.

“**Agreement**” means this agreement to acquire a 75% legal and beneficial interest in the Property, including all schedules, and all instruments supplementing, amending or confirming this Agreement and references to “Article” or “Section” are to the specified article or section of this Agreement.

“**Applicable Law**” means any applicable Canadian or foreign federal, provincial, state or local statute, regulation, rule, by-law, ordinance, order, policy or consent, including the common law, as well as any other enactment, treaty, official directive or guideline issued by a Governmental Authority and the terms and conditions of any permit, licence or similar document or approval issued by a Governmental Authority, and shall also include any order, judgment, decree, injunction, ruling, award or declaration, or other decision of whatsoever nature of a court, administrative or quasi-judicial tribunal, an arbitrator or arbitration panel or a Governmental Authority of competent jurisdiction that is not subject to appeal or that has not been appealed within the requisite time thereof.

“**Business Day**” means a day, other than a Saturday, Sunday or statutory holiday, on which the principal commercial banks located at Vancouver, BC are open for business during normal banking hours.

“**Claim**” means any claim, demand, action, cause of action, damage, loss, cost, liability or expense, including reasonable legal fees and all reasonable Costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

“**Commercial Production**” shall have the meaning ascribed thereto in Schedule “B” hereof.

**“Confidentiality”** means to maintain in confidence and not to disclose the applicable information to third parties, except:

(i) employees, officers, directors, consultants, agents and other representatives that need to know or ought to know in order to discharge their respective duties in an efficient manner; or

(ii) Persons that are or may be interested in advancing, loaning, investing or otherwise providing potential debt or equity to a Party, including banks, financial institutions, brokerage companies and their respective employees, officers, directors, consultants, agents and other representatives, provided, however, that such Persons agree to maintain the information to be disclosed in confidence for a period not less than two years;

and **“Confidential”** and **“Confidence”** shall have similar meanings.

**“Costs”** means any and all damages, including exemplary and punitive damages, losses, including economic losses, costs, expenses, liabilities and obligations of whatsoever kind, direct or indirect, including fines, penalties, interest, lawyers’ fees and disbursements, and taxes thereon.

**“Encumbrances”** means any pledge, lien, restriction, charge, security agreement, lease, conditional sale, title retention agreement, mortgage, encumbrance, assignment by way of or in effect as security, or any other security interest, and any option or adverse Claim, of any kind or character whatsoever.

**“Environmental Laws”** means all Applicable Laws relating to the protection of the environment, including air, soil, surface water, ground water, biota, wildlife or personal or real property, or to employee and public health and safety, and includes those Environmental Laws that regulate, ascribe, provide for or pertain to liabilities or obligations in relation to the existence, use, production, manufacture, processing, distribution, transport, handling, storage, removal, treatment, disposal, emission, discharge, migration, seepage, leakage, spillage or release of Substances or the construction, alteration, use or operation, demolition or decommissioning of any facilities or other real or personal property.

**“Event of Force Majeure”** shall have the meaning ascribed thereto in Section 9.3 hereof.

**“Exchange”** means the Canadian Securities Exchange or the TSX Venture Exchange.

“**Expenditures**” means any and all expenditures and costs of any kind incurred in respect of the Property, including expenditures incurred on Studies and all Operator’s fees, and such Expenditures shall be deemed to have been incurred upon the earlier of:

- (i) the date of payment of same; or
- (ii) the date upon which such Expenditures become due and payable pursuant to the applicable contractual obligation;

provided, however, that Expenditures shall not include legal costs to prepare this Agreement, nor implement any of the transactions contemplated herein, or to acquire additional mineral properties. For greater clarity, costs to maintain the Property in good standing shall qualify as Expenditures, and such amounts shall be credited towards the Optionee’s Expenditure obligations as outlined under Article 3 of this Agreement.

“**Governmental Authorities**” means all applicable federal, provincial or state and municipal agencies, boards, tribunals, ministries and departments, both Canadian and foreign.

“**Indemnified Party**” shall have the meaning ascribed thereto in Section 7.1 hereof.

“**Indemnifying Party**” shall have the meaning ascribed thereto in Section 7.1 hereof.

“**Infertile Property**” shall have the meaning ascribed thereto in Section 5.1 hereof.

“**Joint Venture**” shall have the meaning ascribed thereto in Section 4.3 hereof.

“**Joint Venture Agreement**” means the agreement for the further exploitation and development of the Property executed and delivered by the Parties pursuant to Schedule “C” hereto following the exercise by the Optionee of the Option in accordance with the terms and conditions of this Agreement, or, until such agreement is executed and delivered, or if no such agreement is executed and delivered, the provisions of Schedule “C” hereto shall be enforceable against the parties and shall govern the operation of the Joint Venture.

“**Kenorland Royalty**” means a net smelter return royalty payable to Kenorland Minerals Ltd. (“**Kenorland**”) equal to two percent (2.0%) on the proceeds from production, pursuant to the royalty agreement entered into between the Optionor and Kenorland on August 4, 2020.

“**Listing Date**” means the date that the Optionee commences trading on the Exchange.

“**Material Contract**” means any contract or commitment, whether oral or written, to which the Optionor is bound or in respect of which the Optionor may have liability and that relates to the Property.

“**Mineral Claims**” means those as described in Schedule “A” hereto.

“**Miscellaneous Interests**” means the interests of the Optionor in all property, assets and rights (other than the Property) ancillary to the Property to which the Optionor is entitled including, but not limited to, the interests of the Optionor in:

- (a) any Studies;
- (b) all contracts, agreements and documents relating to the Property and the operations conducted thereunder or any rights in relation thereto;
- (c) all subsisting rights to enter upon, use and occupy the surface of any lands forming part of the Property or of any lands to be traversed in order to gain access to any of the lands forming part of the Property;
- (d) all assignable permits, licenses and authorizations relating to the Property;
- (e) all books, records, data and other information relating to the Property, including accounting records, plans, drawings and specifications; and
- (f) all pre-paid expenses and deposits relating to the Property.

“**News Release**” shall have the meaning ascribed thereto in Section 6.4 hereof.

“**NI 43-101 Technical Report**” means a report that is in accordance with National Instrument 43-101 *Standards of Disclosure for Mineral Projects*.

“**Notice**” shall have the meaning ascribed thereto in Section 9.8 hereof.

“**NSR Royalty**” means a net smelter return royalty payable by the Optionee to the Optionor equal to one percent (1.0%) on the proceeds from production, as described in Schedule “B” for all minerals derived from the Property, and subject to the provisions of Section 4A.1;

“**Operator**” means the Party that is entitled to direct exploration work, including work plans and budgets to be implemented, in respect of the Property, all in accordance with Section 5.1 hereof.

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

“**Option Period**” means the period of time from the date of this Agreement to the date that the Optionee exercises the Option or that the Option otherwise terminates, all pursuant to the terms hereof.

“**Permitted Encumbrances**” means:

- (a) easements, rights of way, servitude and similar rights in land including, but not limited to, rights of way and servitude for highways and other roads,

railways, sewers, drains, gas and oil pipelines, gas and water mains, electric power, telephone, telegraph or cable television conduits, poles, wires and cables which are not material;

(b) the right reserved to or vested in any Governmental Authority by the terms of any lease, licence, grant or permit forming part of the Property, or by any statutory provision, to terminate any such lease, licence, grant or permit or to require annual or other periodic payments as a condition of the continuance of them, as well as all other reservations, limitations, provisos and conditions in any original grant from Governmental Authorities;

(c) the right of any Governmental Authority to levy taxes on minerals or the revenue therefrom and governmental restrictions on production rates on the operation of a mine on the Property, as well as all other rights vested in any Governmental Authority to control or regulate the Property pursuant to Applicable Laws;

(d) any liens, charges or other Encumbrances:

(i) for taxes, assessments or governmental charges;

(ii) incurred, created and granted in the ordinary course of business to a public utility or Governmental Authority in connection with operations conducted with respect to the Property, but only to the extent those liens relate to Costs for which payment is not due; and

(e) any other rights or Encumbrances consented to in writing by the Optionee or granted by the Optionee.

**“Person”** means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, company, corporation or other body corporate, union, Governmental Authority and a natural person in his capacity as trustee, executor, administrator, or other legal representative.

**“Property”** means collectively the Miscellaneous Interests and all permits, licenses and other documents of title, including replacement or substitute forms of documents of title, by virtue of which the holder is entitled to explore for, develop, produce, mine, recover, remove or dispose of minerals from on or within the lands comprising the Mineral Claims.

**“Stearman Shares”** means the common shares in the capital of the Optionee, which carry the right to vote at shareholders’ meetings, the right to receive dividends and the right to a proportionate share of assets upon dissolution, as constituted on the Listing Date.

**“Studies”** means any and all studies pertaining to the Property, including all:

(a) geological, resource, reserve, mining and product quality studies; and

(b) socio-economic, environmental, transportation, infrastructure, power, market and financial studies.

“**Successors**” means successors and includes any successor continuing by reason of amalgamation or other reorganization and any Person to which assets are transferred by reason of a liquidation, dissolution or winding-up.

## 1.2 Schedules

The following Schedules to this Agreement, as listed below, constitute an integral part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule “A”	Mineral Claims
Schedule “B”	NSR Royalty
Schedule “C”	Joint Venture

## **ARTICLE 2 REPRESENTATIONS AND WARRANTIES**

### 2.1 Optionor’s Representations and Warranties

The Optionor, to the best of its knowledge, represents and warrants to the Optionee at the time of the execution of this Agreement that:

- (a) the Optionor has acquired and holds beneficially a 100% interest in the Property, subject to the rights the Province of Quebec may have in the said Property,
- (b) during the term of this Agreement, the Optionor shall take all actions and do all things necessary or desirable to ensure that (i) no unnecessary liabilities are incurred on the Property other than with the express written consent of the Optionee; and (ii) the Property remains free and clear of all Encumbrances;
- (c) the description of the Property set forth herein is true and correct;
- (d) there have been no mines developed on the Property to the date hereof;
- (e) it has obtained board approval to grant the Option to the Optionee, and to transfer a 75% interest in the Property to the Optionee in accordance with the terms hereof, and the Optionor has sole and complete power and authority to deal with the Property in the manner contemplated in this Agreement;
- (f) except for the Permitted Encumbrances and the rights of the Optionee under this Agreement, the Optionor has not done any act or suffered or permitted any action to be done whereby any Person may acquire any interest in or to the Property or minerals to be produced from the Property;
- (g) no Person has any right under preferential, pre-emptive or first purchase rights or

otherwise to acquire any interest in the Property that might be triggered by virtue of this Agreement or the transactions contemplated hereby;

(h) there is no actual, threatened or, to the best of its knowledge, contemplated Claim or challenge relating to the Property, nor to the best of its information, knowledge and belief is there any basis therefor, and there is not presently outstanding against the Optionor any judgment, decree, injunction, rule or order of any court, Governmental Authority or arbitrator which would have a material effect upon the Property;

(i) all taxes, assessments, rentals, levies and other payments, as well as all reports, relating to the Property and required to be made, performed and filed to and with any Governmental Authority in order to maintain the Property in good standing have been so made, performed or filed, as the case may be;

(j) the Property is in good standing and in full compliance with the mining legislation and regulations of the Province of Quebec;

(k) there are no adverse Claims or challenges against, or to the ownership of, or title to, the Property or substances thereon, therein or therefrom nor to the knowledge of Optionor, is there any basis therefor, commencing August 4, 2020;

(l) all necessary information and data (including, without limitation, all geological, geophysical and assay results and maps) concerning the Property and prior exploration and development work carried out thereon by the Optionor and within the actual knowledge of the Optionor has been disclosed and provided to Optionee;

(m) to the best of the Optionor's knowledge, conditions on and relating to the Property respecting all past and current operations, commencing August 4, 2020, thereon are in compliance in all material respects with all Applicable Laws, including all Environmental Laws;

(n) it has not received any notice of, or communication relating to, any actual or alleged breach of any Environmental Laws, and there are no outstanding work orders or actions required to be taken relating to environmental matters respecting the Property or any operations carried out thereon, commencing August 4, 2020; and

(o) it is not a party to or bound by any guarantee, indemnification, surety or similar obligation pertaining to the Property and, except for this Agreement, no Material Contracts have been entered between the Optionor and any other Person with respect to the Property.

## 2.2 Representations and Warranties of the Parties

Each Party represents and warrants to the other as follows:

(a) it is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, and has all necessary corporate power, authority and capacity to own its property



and assets and to carry on its business as presently conducted;

(b) the execution, delivery and performance of this Agreement do not, and the fulfillment and compliance with the terms and conditions hereof by it (to the extent required herein) and the consummation of the transactions contemplated hereby will not, conflict with any of, or require the consent or waiver of rights of any Person under, its constating documents or by-laws, nor to the best of its knowledge do or will any of the foregoing:

(i) violate any provision of or require any consent, authorization or approval under any Applicable Law;

(ii) conflict with, result in a breach of, constitute a default under (whether with notice or the lapse of time or both), accelerate or permit the acceleration of the performance required by, or require any consent, authorization or approval which has not been obtained under any agreement or instrument to which it is a party or by which it is bound or to which any of its property is subject; or

(iii) result in the creation of any Encumbrance upon its interest in the Property, in the case of the Optionor;

(c) it has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement and the execution and delivery of this Agreement and the consummation of the transactions contemplated in this Agreement have been duly authorized by all necessary corporate action on its part;

(d) this Agreement constitutes a valid and binding obligation of it, enforceable against it in accordance with the terms of this Agreement, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought; and

(e) it has not incurred any liability, contingent or otherwise, for brokers' or finders' fees in respect of the transactions contemplated herein.

No investigations made by or on behalf of a Party at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by the other Party in or pursuant to this Agreement. No waiver by a Party of any condition or other provision, in whole or in part, shall constitute a waiver of any other condition or provision.

### 2.3 Nature and Survival

(a) All statements contained in any certificate or other instrument delivered by or on behalf of a Party pursuant to or in connection with the transactions

contemplated in this Agreement shall be deemed to be representations and warranties made by such Party under this Agreement.

(b) The applicable representations and warranties contained in this Article 2 shall survive the execution and delivery of the Joint Venture Agreement and shall continue in full force and effect for the duration of the Joint Venture Agreement.

(c) If, prior to the expiry of the survival periods provided for in Section 2.3(b), no written Claim shall have been made under this Agreement against a Party for any misstatement, inaccuracy or incorrectness or breach of any representation or warranty made in this Agreement by such Party, such Party shall have no further liability under this Agreement with respect to such representation or warranty. In providing a Claim, the Party making the Claim shall not be obligated to set out in the Claim the amount of Costs suffered by such Party, if such Costs, as at the time of making the Claim, are not reasonably ascertainable.

**ARTICLE 3 OPTION**

3.1 Grant of Option

The Optionor hereby grants to the Optionee the sole and exclusive right and option (the “**Option**”) exercisable in the manner described herein, to acquire a 75% legal and beneficial interest in the Property free and clear of all Encumbrances and Claims other than the Permitted Encumbrances, the Kenorland Royalty and the NSR Royalty, which interest shall vest on the date (the “**Acquisition Date**”) upon which all of the following events have been completed:

- (a) cash payments in the aggregate of \$ 500,000 made to the Optionor, the completion of exploration Expenditures in the aggregate of \$1,120,000 on the Property, and the issuance of an aggregate of 800,000 Stearman Shares to the Optionor, all as follows:

DATE	STEARMAN SHARES	CASH	EXPENDITURES
On signing this Agreement		\$5,000	
Listing Date	200,000	\$15,000	
1 <sup>st</sup> anniversary of Listing Date	120,000	\$50,000	\$120,000
2 <sup>nd</sup> anniversary of Listing Date	120,000	\$100,000	\$200,000
3 <sup>rd</sup> anniversary of Listing Date	120,000	\$110,000	\$200,000

4 <sup>th</sup> anniversary of Listing Date	120,000	\$110,000	\$200,000
5 <sup>th</sup> anniversary of Listing Date	120,000	\$110,000	\$400,000
<b>TOTAL:</b>	<b>800,000 Stearman Shares</b>	<b>\$500,000 Cash</b>	<b>\$1,120,000 Expenditures</b>

(b) Expenditures in excess of the minimum requirements above in any given year shall count towards the minimum Expenditures above in subsequent years. The Expenditures incurred by the Optionee in relation to the production of a NI 43-101 Technical Report on the Property shall count towards the minimum Expenditures.

(c) Forthwith upon completion of all of the events set forth in subsections 3.1(a) above, the Optionor will take all actions and do all things necessary or desirable to effect a transfer of 75% of its legal and beneficial right, title and interest in and to the Property to the Optionee in accordance with Article 4 below.

(d) The Optionee agrees that upon execution and delivery of this Agreement by each of the Parties, the requirements of the Optionee to: (i) make cash payments of \$20,000 to the Optionor on or before the Listing Date; (ii) issue 200,000 Stearman Shares to the Optionor on the Listing Date; and (iii) incur Exploration Expenditures in a minimum amount of \$120,000 on the Property on or before the 1<sup>st</sup> anniversary of the Listing Date, shall be treated as firm commitments (collectively, the “**Firm Commitments**”). The Stearman Shares to be issued to the Optionor will be duly authorized and validly allotted and issued as fully paid and non-assessable common shares in the capital of the Optionee.

### 3.2 Notice of Option

The Optionee shall have the right to register notice of this Agreement for the sole purpose of giving notice of its Option hereunder. Such notice shall be removed by the Optionee upon termination of this Agreement.

### 3.3 Option Only

The Parties agree that this Agreement constitutes only an option to acquire an interest and nothing herein shall obligate the Optionee to incur Expenditures, make cash payments or issue Stearman Shares over and above the Firm Commitments. In making the decision to enter into this Agreement and to consummate the transactions hereunder, the Optionee has relied solely on its own independent investigation, analysis, and evaluation of the Property.

## ARTICLE 4 VESTING OF INTEREST

### 4.1 Vesting of 75% Interest

Should the Optionee take all actions and do all things necessary to exercise the Option in accordance with Section 3.1 within the time periods provided for therein, then:

- (a) the Optionee shall give notice to the Optionor of such fact;
- (b) the Parties shall forthwith execute and deliver the Joint Venture Agreement in accordance with Section 4.3 below and, until such execution and delivery, the Parties shall be deemed to have executed and delivered same; and
- (c) the Optionor will take all actions and do all things necessary or desirable to effect a transfer of 75% of its legal and beneficial right, title and interest in and to the Property to the Optionee, such that the Optionee thereafter holds a 75% legal and beneficial interest in the Property free and clear of all Encumbrances and Claims other than the Permitted Encumbrances.

#### 4.2 Joint Venture Agreement

Upon the Optionee exercising its Option pursuant to Section 3.1 hereof, the Parties shall be deemed to have formed a joint venture (the “**Joint Venture**”) on the terms and conditions provided for in Schedule “C” hereto. The Parties shall negotiate in good faith and use commercially reasonable efforts to execute and deliver an agreement governing the Joint Venture incorporating the provisions of Schedule “C” hereto, provided that until such agreement is executed and delivered, or if no such agreement is executed and delivered, the provisions of Schedule “C” hereto shall be enforceable against the Parties and shall govern the operations of the Joint Venture.

### **ARTICLE 4A OPTION TO PURCHASE NSR ROYALTY**

4A.1 The Optionee may elect to purchase from the Optionor at any time prior to the commencement of Commercial Production the full NSR Royalty (being one percent (1.0%)), upon the payment to the Optionor of One Million Dollars (\$1,000,000).

### **ARTICLE 5 OPTION PERIOD OPERATIONS**

#### 5.1 Option Period Matters

- (a) During the Option Period:
  - (i) the Operator shall, so long as all the terms and conditions of this Agreement are satisfied, be the Optionee and the Optionee shall have the sole and exclusive right to carry out exploration programs on the Property, and each of the Parties shall have the right of reasonable access to the Property;
  - (ii) the Operator/Optionee shall maintain the Property in good standing

by paying all appropriate mining duties, taxes or other applicable fees and filing all exploration reports, including those duties and reports referred to in the mining legislations and regulations of the Province of British Columbia (and, for greater certainty, the proceeds of the Expenditures incurred pursuant to Article 3 may be applied towards such payments but in no circumstances shall this subsection be construed so as to require any expenditures to be incurred on the Property by the Optionee in excess of the applicable Expenditures set forth in Article 3 hereof);

(iii) at all times during the Option Period, neither Party may enter into any agreement or understanding with any third party concerning its interest in the Property without the prior written consent of the other Party, which consent may not be unreasonably withheld;

(iv) during the Option Period, the Operator shall, at the request of the Optionor, prepare, or cause to be prepared, such programs, budgets and Studies as would enable the Optionor to monitor the exploration and development being carried out by the Operator on the Property. The Optionor and Optionee shall establish an exploration committee consisting of a senior officer or director of each Party (the “**Exploration Committee**”). The Operator shall put before the Exploration Committee all budgets and exploration programs it proposes to be acted upon and the Exploration Committee shall consider the same; provided, however, that the powers of the Exploration Committee shall be those of persuasion only and it cannot override and supersede or alter the decisions of the Operator with respect to the operation of exploration programs during the Option Period;

(v) the Operator shall ensure that all work so performed is done in accordance with good mining practices and in compliance with all Applicable Laws and shall indemnify the Optionor from and against all Claims in respect of such work, including liens arising from the non-payment of workers or suppliers;

(vi) the Operator shall report on all such work so performed or being performed on such regular intervals and in such detail as the other Party may request;

(vii) both Parties shall have access to the Property, at their sole risk and expense, and to all records pertaining to the Property;

(viii) both Parties shall have the right to propose that a portion of the Property be abandoned (“**Infertile Property**”) and, if the Parties should agree, the Infertile Property shall be abandoned. In the event of deadlock, the Optionor shall cast the deciding vote on whether or not to abandon the Infertile Property;

(ix) the Optionor shall use its best efforts to seek and advise the Optionee

of all available provincial and federal tax credits for exploration work conducted in connection with the Property, and shall, when directed, apply for same for the benefit of the Optionee in the event that the Optionee funds the Expenditures in connection with such exploration work; and

(x) the Optionee shall have the right to review the prior Expenditures of the Optionor in respect of the Property, and the Optionee, while acting as the Operator, must provide the Optionor with quarterly status reports as to progress of exploration on the Property and the associated expenditures in relation to such exploration on the Property.

## **ARTICLE 6 CONFIDENTIALITY AND INFORMATION**

### **6.1 Confidentiality of Information**

All information provided to or received by the Parties hereunder shall be treated as Confidential (“**Confidential Information**”). The Optionee and the Optionor shall each solicit the consent of the other to the disclosure of Confidential Information in circumstances other than those set forth in Section 6.2 and such consent shall not be unreasonably withheld or delayed.

### **6.2 Permitted Disclosure**

The consent required by Section 6.1 shall not apply to a disclosure to:

- (a) comply with any Applicable Laws, stock exchange rules or a regulatory authority having jurisdiction;
- (b) a director, officer or employee of a Party;
- (c) an Affiliate of a Party;
- (d) a consultant, contractor or subcontractor of a Party that has a bona fide need to be informed;
- (e) any third party to whom the disclosing Party may assign any of its rights under this Agreement; or
- (f) a bank or other financial institution from which the disclosing Party is seeking equity or debt financing,

provided, however, that in the case of Sections 6.2(e) and (f) the third party or parties, as the case may be, agree to maintain in Confidence for a period of not less than two years any of the Confidential Information so disclosed to them.

### **6.3 Exception**

The obligations of Confidentiality and prohibitions against use under this Agreement

shall not apply to information that the disclosing Party can show by reasonable documentary evidence or otherwise:

- (a) as of the Approval Date, was in the public domain;
- (b) after the Approval Date, was published or otherwise became part of the public domain through no fault of the disclosing party or an Affiliate thereof (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain);
- (c) was information that the disclosing party or its Affiliates were required to disclose pursuant to the order of any Governmental Authority or judicial authority.

#### 6.4 News Release

The Optionor and the Optionee acknowledge that each of them has an obligation to disclose, inter alia, a summary of the terms and conditions of this Agreement to its shareholders pursuant to Applicable Laws (“**News Release**”). The Parties agree to cooperate on the form of the News Release that each proposes to disseminate. Notwithstanding the foregoing, it is acknowledged that the News Release will disclose all information required pursuant to NI 43-101.

### **ARTICLE 7 INDEMNIFICATION**

#### 7.1 Mutual Indemnifications

The Optionor covenants and agrees with the Optionee, and the Optionee covenants and agrees with the Optionor (the Party so covenanting being referred to in this Section as the “**Indemnifying Party**”, and the other Party being referred to in this Section as the “**Indemnified Party**”) that the Indemnifying Party shall:

- (a) be solely liable and responsible for any and all Claims which the Indemnified Party or any of its respective directors, officers, servants, agents and employees, together with the Successors, assigns, administrators, executors, heirs and all other legal representatives of the foregoing, may suffer, sustain, pay or incur; and
- (b) indemnify and save the Indemnified Party and its respective directors, officers, servants, agents and employees, together with the Successors, assigns, administrators, executors, heirs and all other legal representatives of the foregoing, harmless from any and all Claims which may be brought against or suffered by such Persons or which they may sustain, pay or incur,

as a result of, arising out of, attributable to or connected with any breach or non-fulfillment of any representation, warranty, covenant or agreement on the part of the Indemnifying Party under this Agreement (other than a breach or non-fulfillment of the Optionee’s option to exercise any of the Options pursuant to Article 3 hereof) or any misstatement or

inaccuracy of or any other incorrectness in or breach of any representation or warranty of the Indemnifying Party contained in this Agreement or in any certificate or other document furnished by the Indemnifying Party pursuant to this Agreement.

For greater certainty and without limiting the generality of the foregoing, the Parties acknowledge and agree that the Optionee shall not be responsible for any environmental or other liabilities accrued on the Property by the Optionor prior to the date of this Agreement, and the Optionor hereby agrees to indemnify and hold harmless the Optionee and all of its directors, officers, servants, agents and employees, together with the Successors, assigns, administrators, executors, heirs and all other legal representatives of the Optionee, in connection with such matters.

## **ARTICLE 8 ADDITIONAL PROPERTY ACQUISITIONS- Deleted**

## **ARTICLE 9 GENERAL**

### **9.1 Rules of Interpretation**

In this Agreement and the Schedule:

- (a) time is of the essence in the performance of the Parties' respective obligations;
- (b) unless otherwise specified, all references to money amounts are to Canadian currency;
- (c) where a representation or warranty is made in this Agreement on the basis of the knowledge of the Optionor, such knowledge consists of the actual knowledge of the officers and senior managers of the Optionor after reviewing their files but does not include the knowledge of any other Person;
- (d) the descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content and shall not be used to interpret the provisions of this Agreement;
- (e) the use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances as the context otherwise permits;
- (f) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day. Whenever any payment is to be made or any action under this Agreement is to be taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day following;



(g) the use of the words, “include” or “including” shall be deemed to mean “include, without limitation”, or “including, without limitation”, if applicable.

## 9.2 Arbitration

(a) In the event of a dispute in relation to this Agreement, including, without limitation, the existence, validity, performance, breach or termination thereof, or any matter arising therefrom, including whether any matter is subject to arbitration, the Parties agree to negotiate diligently and in good faith in an attempt to resolve such dispute. Submission to arbitration under this Section 9.2 shall be a condition precedent to bringing any action with respect to such dispute.

(b) Failing resolution satisfactory to either Party, either Party may request that the dispute be resolved by binding arbitration, conducted in English, in Vancouver, British Columbia. The *Arbitration Act* of British Columbia, as may be amended from time to time, shall apply to such proceedings.

(c) To demand arbitration any Party (the “**Demanding Party**”) shall give written notice to the other Party (the “**Responding Party**”), which notice shall toll the running of any applicable limitations of actions by law or under this Agreement. Such notice shall specify the nature of the allegation and issues in dispute, the amount or value involved (if applicable) and the remedy requested. Within 20 days of the receipt of the notice, the Responding Party shall answer the demand in writing, specifying the allegations and issues that are disputed.

(d) The Demanding Party and Responding Party shall each select one qualified arbitrator within ten (10) days of the Responding Party’s answer. Each of the arbitrators shall be a disinterested person qualified by experience to hear and determine the issues to be arbitrated. The arbitrators so chosen shall select a neutral arbitrator within ten (10) days of their selection.

(e) No later than twenty (20) Business Days after hearing the representations and evidence of the Parties, the arbitrators shall make their majority determination in writing and deliver one copy to each of the Parties. The written decision of the arbitrators shall be final and binding upon the Parties in respect of all matters relating to the arbitration, the procedure, the conduct of the Parties during the proceedings and the final determination of the issues in the arbitration. There shall be no appeal from the determination of the arbitrators to any court. The decision rendered by the arbitrators may be entered into any court for enforcement purposes.

(f) The arbitrators may determine all questions in law and jurisdiction (including questions as to whether or not a dispute is arbitrable) and all matters of procedure relating to the arbitration.

(g) A dispute of the Parties shall not constitute an Event of Force Majeure.

(h) The arbitrators shall have the right to grant legal and equitable relief and to award Costs (including legal fees and the Costs of arbitration) and interest. The

Costs of any arbitration shall be borne by the Parties in the manner specified by the arbitrators in their majority determination. The arbitrators may make an interim order, including injunctive relief and other provisional, protective or conservatory measures, as well as orders seeking assistance from a court in taking or compelling evidence or preserving and producing documents regarding the subject matter of the dispute.

(i) All papers, notices or process pertaining to arbitration hereunder may be served on a Party as provided in Section 9.8.

The Parties agree to treat as Confidential Information, in accordance with the provisions of Article 6, the following: the existence of the arbitral proceedings; written notices, pleadings and correspondence in relation to the arbitration; reports, summaries, witness statements and other documents prepared in respect of the arbitration; documents exchanged for purposes of the arbitration; the contents of any award or ruling made in respect of the arbitration. Notwithstanding the foregoing part of this Section 9.2(j), a Party may disclose such Confidential Information in judicial proceedings to enforce, nullify, modify or correct an award or ruling and as permitted under Article 6.

### 9.3 Force Majeure

(a) No Party hereto shall be liable under this Agreement to another Party for any failure to perform any of its obligations caused or arising out of any act not within the control of the Party, excluding lack of funds, but including, without limitation, acts said to be of God, strikes, lockouts or other industrial disputes, acts of a public enemy, riots, fire, storm, flood, explosion, government restriction, failure to obtain any approvals required from regulatory authorities (including environmental protection agencies, but excluding receipts for prospectuses or other approvals concerning financings), unavailability of equipment, interference of Persons primarily concerned about environmental or Aboriginal Peoples' rights issues and any other cause, whether of the kind enumerated above or otherwise, which is not reasonably within the control of the Party ("**Event of Force Majeure**").

(b) No right of a Party shall be affected, and no Party shall be found in default, under this Agreement by the failure of such Party to meet any term or condition of this Agreement where such failure is caused by an Event of Force Majeure and, in such event, all times specified or provided for in this Agreement shall be extended by a period commensurate with the period during which the Event of Force Majeure causes such failure.

(c) A Party affected by an Event of Force Majeure shall take all reasonable steps within its control to remedy the failure caused by such event, provided however, that nothing contained in this Section 9.3 shall require any Party to settle any labour or industrial dispute or to test the constitutionality of any law enacted by any Legislature or Parliament of or within Canada.

(d) Any Party relying on the provisions of this section 9.3 shall forthwith give notice to the other Party of the commencement of an Event of Force Majeure and of its end.

#### 9.4 Entire Agreement

This Agreement, including the Schedules to this Agreement, together with the agreements and other documents to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth in this Agreement and in any agreement or document delivered pursuant to this Agreement. No supplement, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby.

#### 9.5 Termination

This Agreement shall be terminated upon the occurrence of any of the following events:

- (a) upon the Optionee failing to make any of the cash payments, issue any *S t e a r m a n* Shares or incur any exploration Expenditures within the applicable time periods therefor prescribed by Section 3.1 hereof, if the Optionor has provided written notice of such failure to the Optionee and the Optionee has failed to rectify such failure within forty-five (45) days from the date of its receipt of such notice;
- (b) upon the Optionee failing to deliver written notice of its election to exercise the Option within thirty (30) days of the Acquisition Date as provided for in subsection 3.2(i) hereof;
- (c) the Optionee shall also have the right to terminate this Agreement any time after fulfillment of the Firm Commitments by giving thirty (30) days' written notice of such termination to the Optionor and upon the effective date of such termination this Agreement shall be of no further force and effect.

#### 9.6 Applicable Law

This Agreement shall be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia and shall be treated, in all respects, as a British Columbia contract.

#### 9.7 Expenses

Except as otherwise provided, all Costs incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring them.

## 9.8 Notices

Any notice or writing required or permitted to be given under this Agreement or any communication otherwise made in respect of this Agreement (referred to in this Section as a “**Notice**”) shall be sufficiently given if delivered or transmitted by e- mail:

- (a) In the case of a notice to the Optionor at:

J2 Metals Inc.  
Suite 1710-1050 West Pender Street  
Vancouver, BC V6E 3S7  
Attention: Thomas Lamb, CEO  
E-Mail: [Email Redacted]

- (b) in the case of a notice to the Optionee at:

Stearman Resources Inc.  
Suite 170-422 Richards Street  
Vancouver, BC V6B 2Z4  
Attention: Howard Milne, CEO  
E-Mail: [Email Redacted]

or at such other address as the Party to whom such Notice is to be given shall have last notified the Party giving the same, in the manner provided in this Section. Any Notice delivered to the Party to whom it is addressed as provided in this Section shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day then the Notice shall be deemed to have been given and received on the Business Day next following such day. Any Notice transmitted by facsimile or other form of electronic communication shall be deemed given and received on the first Business Day after its transmission.

## 9.9 Assignment and Successors

The following apply with respect to assignment and Successors:

- (a) this Agreement is binding upon and shall enure to the benefit of the Parties and their respective Successors and permitted assignees;
- (b) at all times following the Acquisition Date, neither Party may assign its rights hereunder to a third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld;
- (c) No assignment shall relieve a Party of its obligations hereunder without the written consent of the other Party, which consent may be unreasonably withheld.

9.10 Further Assurances

Subject to the terms and conditions of this Agreement, the Optionor and the Optionee will use all reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under Applicable Laws to carry out all of their respective obligations under this Agreement and to consummate the transactions contemplated by this Agreement, and from time to time, without further consideration, each Party will, at its own expense, execute and deliver such documents to any other Party as such Party may reasonably request in order to consummate the transactions contemplated by this Agreement. Each of the Parties agrees to take all such actions as are within its power to control, and to use reasonable commercial efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with each of the conditions and covenants set forth in this Agreement which are for the benefit of any other Party.

9.11 Execution in Counterparts and by Facsimile

This Agreement may be executed by the Parties in separate counterparts and by electronic means, and each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

**[Remainder of page intentionally left blank]**

**IN WITNESS WHEREOF** the Parties have hereunto duly executed this Option Agreement as of the date first written above, with the understanding that this Agreement is subject to regulatory approval and approval by each of the Parties' respective board of directors.

**J2 METALS INC.**

*"Thomas Lamb"*  
Per: \_\_\_\_\_  
Thomas Lamb, CEO

**STEARMAN RESOURCES INC.**

*"Howard Milne"*  
Per: \_\_\_\_\_  
Howard Milne, CEO

## SCHEDULE "A"

### MINERAL CLAIMS

Title Number	Status	Date of Registration	Expiry Date	Titleholder
2468700	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468701	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468702	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468703	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468704	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468705	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468706	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468707	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468708	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468709	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468710	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468711	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468712	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468713	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468714	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468715	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468716	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468717	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468718	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468719	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468720	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468721	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468722	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468724	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468725	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468726	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468727	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468748	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468749	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468754	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468755	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468756	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468757	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468761	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468762	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)
2468763	Active	November 9, 2016	November 8, 2023	J2 Metals Inc. (101374)





## **SCHEDULE “B”**

### **NSR ROYALTY**

1. For the purposes of this Agreement, the term “net smelter returns” shall mean all monies realized and actually received by the Optionee on the sale of any ores or minerals mined or extracted from the Property as evidenced by its returns or settlement sheets, including any premiums, bonuses and subsidies, less, if any such ores or minerals require smelting or other processing, all monies paid or payable on account of:
  - (a) loading and transportation of the ores or minerals from the Property or any mill erected on or about the Property to the smelter or other purchaser;
  - (b) smelter treatment charges or other charges levied by the purchaser;
  - (c) freight allowance and severance taxes or royalties that may be paid to the Province of Quebec;
  - (d) insurance and security costs and charges;
  - (e) marketing costs and commissions; and
  - (f) penalties and other deductions whatsoever paid or payable in relation to the sale of the ores or minerals.
2. Net Smelter Returns due and payable to the Optionor hereunder shall be paid within thirty (30) days after receipt of the said actual proceeds by the Optionee, while the Property is in Commercial Production.
3. Within ninety (90) days after the end of each fiscal year of the Optionee during which the Property was in Commercial Production, the records relating to the calculation of Net Smelter Returns during that fiscal year shall be audited and any adjustments shall be made forthwith. The audited statements shall be delivered to the Optionor who shall have sixty (60) days after receipt of such statements to question in writing their accuracy and, failing such question, the statements shall be deemed correct.
4. The Optionor or its representative duly appointed in writing shall have the right at all reasonable times, upon written request, to inspect such books and financial records of the Optionee as are relevant to the determination of Net Smelter Returns and at its own expense, to make copies thereof.
5. For the purposes of the Agreement and this Schedule, “Commercial Production” means, if a mill is located on the Mineral Claims, the mill processed ore from the Mineral Claims for not less than 20 days at the rate of at least 50% of its rated capacity; or if a mill is not located on the Mineral Claims, 20 days after ore has been shipped from the Mineral Claims for the purpose of earning revenues.

## SCHEDULE "C"

### JOINT VENTURE

1.0 Purposes of Joint Venture: The purpose of the Joint Venture shall be the development and mining of any commercially exploitable ore body on the Property. The following terms and provisions shall apply to the operation of the Joint Venture. Unless otherwise defined in this Schedule "C", terms used herein with initial capitals shall have the meanings ascribed thereto in the Agreement to which this Schedule "C" is appended.

2.0 Interests in Joint Venture: The percentage interest in the Joint Venture shall be such that each Party shall be deemed to have contributed the following amounts to the Joint Venture:

(i) the Optionee shall be deemed to have contributed an amount equal to its actual exploration Expenditures completed on the Property in accordance with Article 3 of the Agreement to which this Schedule "C" is appended (the "**Actual Expenditures**") on or prior to the date of the formation of the Joint Venture pursuant to Section 4.3 of the Agreement to which this Schedule "C" is appended; and

(ii) the Optionor shall be deemed to have contributed an amount which is the same proportion of the total amounts deemed to be contributed pursuant to this paragraph 2.0 as the Optionor's interest in the Property on the date of the formation of the Joint Venture pursuant to Section 4.3 of the Agreement to which this Schedule "C" is appended (i.e. 25%).

3.0 Not a Partnership: The association of the parties in the Joint Venture shall not be, and shall not be construed to be, a mining partnership, a commercial partnership or any other partnership relationship.

4.0 JV Operator: The Optionee shall be the initial operator of the Joint Venture (the "**JV Operator**"). As long as the undivided participating interest of the Optionee in the Joint Venture is at least fifty percent (50%) pursuant to the terms of the Joint Venture, the Optionee shall continue as JV Operator. If at any time the interest of the party acting as JV Operator falls below fifty percent (50%) pursuant to the terms of the Joint Venture, the party with the greatest interest shall assume operatorship. The JV Operator shall have all rights, duties and obligations which are usually and customarily given to or necessary or requisite for the operator of a mining joint venture, so as to be able to carry on its role as the operator of the Joint Venture, including the exploration and development of the Property, bringing a mine into commercial production and operating the same. The JV Operator shall be entitled to charge to the joint account of the Joint Venture the following:

(i) as a direct charge, all the proper costs and expenditures relating to the operations thereof, including, without limiting the generality of the

foregoing, salaries, wages and employee benefits, customary allowances and reasonable living expenses paid to employees directly engaged in the conduct of such operations;

- (ii) as an indirect charge, in compensation for the *pro rata* portion of the JV Operator's home office overhead and general and administrative expenses attributable, but not directly chargeable, to the conduct of such operations, the following amounts:
  - A. ten percent (10%) on the direct charges referred to in subparagraph (i) above, plus
  - B. ten percent (10%) on the cost of all outside services, including without limiting the generality of the foregoing, surveying, drilling, earth moving, contract mining and feasibility studies, up to the first \$15,000.00 on a single contract and five percent (5%) for the balance of each such contract; provided that there shall be no duplication of charges under subparagraphs A and B and provided further that costs incurred because of damages or losses and costs for the services of outside legal counsel shall not be included as indirect charges. The rates provided above may be amended from time to time by mutual agreement if they are found to be insufficient or excessive.

Should a mine be brought into commercial production and operation, the JV Operator shall be entitled to a management fee, which shall be a reasonable fee commensurate with accepted customary or usual practice in the industry for an operation of that kind and shall be subject to change from time to time depending on how onerous the duties and obligations of the operator are. In the event that the parties are unable to agree on the amount and structure of such management fee, the determination of same shall be referred to arbitration in accordance with the Option Agreement or the formal agreement evidencing the Joint Venture if a formal agreement is executed and delivered.

The joint account shall be paid by the parties in proportion to their participating interests in the Joint Venture from time to time. For greater certainty, the costs of the preparation of a feasibility study of the Property hereof are for the sole account of the Optionee and shall not be charged to the joint account, no management fee shall be payable to the JV Operator in respect thereof and they shall not be accounted for in any determination made under paragraph 7.0 hereof.

**5.0 Indemnification of JV Operator:** The JV Operator shall not be liable to the Parties to the Joint Venture for any loss or damage not attributable to its gross negligence or willful misconduct. The Parties to the Joint Venture shall, in proportion to their respective participating interests in the Joint Venture, indemnify and hold harmless the JV Operator against any liability to third parties resulting from any act or omission of the JV Operator or its agents, servants or employees.

6.0 Programs and Budgets: The JV Operator shall have the right to propose programs for exploration and, if a mine is being developed and operated, for the carrying out of all phases of such development and operations, including the construction of plant and facilities. All programs shall contain a reasonably itemized budget of the projected expenditures under such programs, including, without limiting the generality of the foregoing, exploration expenditures, development and capital costs and operating expenditures in relation to the Property. The Optionor and the Optionee shall contribute their proportionate share (based on their respective participating interests from time to time) of such expenditures at such times as requisitioned by the JV Operator. Such requisitions shall be made on the basis of invoices in respect of such expenditures, provided that in the case of known expenditure requirements such requisitions may be made reasonably in advance of requirements.

7.0 Dilution of Interest: Payment of the requisitioned amounts shall be made within thirty (30) days after receipt of the requisition. Either Party may decline to pay its proportionate share of the expenditures requisitioned by the JV Operator. If a Party (the “**Defaulting Party**”) fails to pay its share of a requisitioned amount within such thirty (30) days, it may not pay such share thereafter and it shall not have the right to contribute its proportionate share of the expenditures during the balance of the particular program in which the failure occurred. The other Party (the “**Continuing Party**”) shall contribute the Defaulting Party’s share during the balance of the program in question. In each case upon such contribution being made, the Parties’ respective participating interests in the Joint Venture shall be calculated using the following formula:

$$\text{Participating interest of a Party} = \frac{A \times 100}{B}$$

Where:

A = total of all requisitioned amounts paid by the Defaulting Party plus a deemed initial contribution of \$2.0 million

B = total of all requisitioned amounts paid by the Defaulting Party and the other Party plus a deemed initial contribution of \$4.0 million consisting of a deemed initial contribution by each party of \$2.0 million

The reduction in the Defaulting Party’s participating interest shall continue until it reaches 10%. Thereupon the Joint Venture shall terminate, 100% of the participating interest shall vest in the Continuing Party and the Defaulting Party shall be entitled to a 1.0% NSR Royalty determined in the manner set out in the Annexure attached hereto. Notwithstanding the termination of the Joint Venture, the Defaulting Party shall

not be relieved from any obligations and liability accruing to the Defaulting Party prior to the date of termination in respect of unfunded decommissioning and shut down costs and expenses, including all required environmental clean-up, reclamation and rehabilitation costs.

8.0 Right to Maintain Interest: If after the completion of a program during which a default occurred subsequent programs are proposed and carried out, the Defaulting Party shall have the right to maintain its reduced participating interest (if more than ten percent (10%)) by paying its proportionate share of the subsequent programs based on such reduced interest, in accordance with the provisions of paragraph 6.0 of this Schedule "C".

9.0 Government Assistance Excluded: If funds provided by any government grants or assistance programs are used to pay expenditures of the Joint Venture, such funds shall not be taken into account as part of the expenditures to which the parties must contribute their proportionate share under the provisions of paragraph 6.0 of this Schedule "C".

10.0 Mortgage of Property: The JV Operator shall have the sole right, on behalf of all parties having interests in the Property, to make any decision with respect to mortgaging, pledging, charging or hypothecating all of the Property to secure any loan or loans obtained for the purpose of financing the Joint Venture and to negotiate a loan or loans on such terms and with such lenders as such operator in its sole discretion decides. If requested by the operator, the Parties shall mortgage, pledge, charge or hypothecate their respective interests in the Property in order to facilitate such financing. Other than as aforesaid, none of the Parties shall have the right to mortgage, pledge, charge or hypothecate its interest in the Property.

11.0 Technical Committee: A Technical Committee shall be established for the purpose of formulating policy guidelines, communicating and exchanging ideas and information. The Technical Committee shall have regular meetings at regular intervals as agreed by the parties. In addition, either party may at any time call a special meeting to discuss any item considered to be sufficiently important. Each party may designate two representatives to be regular members of the Technical Committee, with alternates. The JV Operator shall put before the Technical Committee all budgets and exploration and development programs it proposes to be acted upon and the Technical Committee shall consider the same; provided, however, that the powers of the Technical Committee shall be those of persuasion only and it cannot override and supersede or alter the decisions of the JV Operator with respect to the operation of the Joint Venture.

12.0 Formal Agreement: The Parties shall negotiate in good faith and use commercially reasonable efforts to execute and deliver an agreement governing and containing more detailed provisions on the operation of the Joint Venture, but preserving the principles herein contained, provided that until such agreement is executed and delivered, or if no such agreement is executed and delivered, the provisions herein contained shall be enforceable against the Parties and shall govern the operations of the Joint Venture.

## ANNEXURE TO JOINT VENTURE AGREEMENT

The one percent (1.0%) NSR Royalty referred to in paragraph 7 of the Joint Venture Agreement prescribed under Schedule “C” (the “**Royalty**”) shall be calculated and paid as set out hereunder. Unless otherwise defined in this Annexure, terms used herein with initial capitals shall have the meanings ascribed thereto in the Agreement to which this Annexure is appended.

The Royalty is payable upon Commencement of Commercial Production. “**Commencement of Commercial Production**” means:

- (i) If a mill is located on the Mineral Claims, the last day of a period of thirty (30) consecutive days during which, for not less than twenty (20) days, the mill processed ore from the Mineral Claims at the rate of at least fifty percent (50%) of its rated capacity; or
- (ii) if a mill is not located on the Mineral Claims, the last day of a period of fifteen (15) consecutive Business Days during which ore has been shipped from the Mineral Claims for the purpose of earning revenues.

The Royalty shall be the amount of money equal to one percent (1.0%) of the Net Smelter Returns. “**Net Smelter Returns**” shall mean the actual proceeds received from any mint, smelter or other purchaser from the sale of bullion, concentrates or ores produced from the Mineral Claims and sold, after deducting from such proceeds the following charges paid by the Royalty obligor:

- (a) all smelter, refinery, or other charges relating to the treatment of products derived from the Mineral Claims;
- (b) all charges for transporting and handling products derived from the Mineral Claims;
- (c) all supervisory costs relating to the transportation, treatment and marketing of products derived from the Mineral Claims;
- (d) all insurance costs relating to the transportation and treatment of products derived from the Mineral Claims; and
- (e) any other charges relating to the marketing of products derived from the Mineral Claims.

If the Royalty obligor sells any product to an Affiliate, the royalty obligor shall, for the purposes of calculating the Net Smelter Returns only, and notwithstanding the actual amount of such sale price, be deemed to have received as the proceeds from the

sale of such product an amount equal to the reasonable net sale price for such product if such sale had been negotiated at arm's length.

Payment of the Royalty shall be made by the Royalty obligor to the Royalty holder within sixty (60) days after the end of each calendar quarter in which Net Smelter Returns are received by the Royalty obligor. Royalty payments to the Royalty holder shall be accompanied by a statement showing in reasonable detail the computation and derivation of such payments. Any amount of the Royalty which is not paid within the time period referred to in the immediately preceding sentence shall bear interest at the Prime Rate plus one percent provided, however, that the determination of such interest rate shall not limit any remedies otherwise available to the Royalty Owner in respect of fraud. "**Prime Rate**" means the interest rate quoted by the Royalty holder's bank at its head office as its "Prime Lending Rate", as said rate may change from day to day (which quoted rate may not be the lowest rate at which such bank lends funds).

The Royalty obligor shall maintain accurate and complete records relating to the calculation of Net Smelter Returns and these records shall be audited by the Royalty obligor's auditor applying Canadian generally accepted accounting principles at the end of each calendar year:

- (a) a copy of the audited calculation shall be delivered to the Royalty holder within one hundred twenty (120) days following the end of the calendar year to which it relates;
- (b) any necessary adjustment in payments of the Royalty revealed by the audit shall be made by the Royalty obligor to the Royalty holder or by the Royalty holder to the Royalty obligor, as the case may be, within one hundred fifty (150) days of the calendar year end; and
- (c) the Royalty holder shall have sixty (60) days after receipt of the audited calculation to question its accuracy in writing, and failing such objection, the calculation shall be deemed correct.

The Royalty holder, or its duly appointed agent, shall have the right once each calendar year, at a mutually convenient time to be agreed upon by the parties, to inspect the books and records of the Royalty obligor relating to the calculation of the Net Smelter Returns.

The Royalty obligor may, at any time, sell or transfer all or a portion of the Property, subject to the following conditions. The Royalty obligor, including any party who is a successor to the Royalty obligor, shall cause any assignee of any of the Property to assume in writing the obligations to the Royalty holder with respect to the Property and to cause an original of such writing to be delivered to the Royalty holder. Notwithstanding that such assumption in writing has been obtained and delivered to the Royalty holder, the Royalty obligor shall not be relieved of its obligations in respect of the Royalty obligor upon the assignment, foreclosure, or other transfer of the Property without the prior written consent of the Royalty holder, acting reasonably.

The Royalty obligor shall have the right at any time, upon 30 days' notice, to acquire one-half of this Royalty for \$1,000,000 such that the Royalty holder shall retain a Royalty in the amount of money equal to one percent (1.0%) of the Net Smelter Returns which shall otherwise be subject to the terms and conditions hereof. The acquisition of one half of the Royalty shall be effective on the first day of the next calendar quarter following the later of (i) the date of the delivery of the notice to the Royalty holder, and (ii) the date of delivery to the Royalty holder of a certified cheque or bank draft in this amount payable to the Royalty holder.