

AMENDED AND RESTATED OPTION AGREEMENT

BETWEEN:

ANDREW MOLNAR, an individual residing in the Province of British Columbia, and having an office at 615-800 West Pender Street, in the City of Vancouver, in the Province of British Columbia, V6C 2V6;

(hereinafter referred to as "Seller" or "Molnar")

OF THE FIRST PART

AND:

ADELPHI METALS INC., having an office at 1240-789 West Pender Street, Vancouver, British Columbia, V6C 1H2

(hereinafter referred to as ("Purchaser" or "Adelphi")

OF THE SECOND PART WHEREAS:

A. Whereas the Seller is the holder of a 100% interest in seven (7) mineral claims (the "**Triple R Claims**") covering property located in British Columbia, Canada (the "**Property**") as more specifically described in Schedule "A" hereto; and

B. Whereas the Seller has agreed to grant the Purchaser the right to acquire a 100% interest in the Assets (as defined below) as contemplated hereunder; and

C. Whereas Purchaser wishes to acquire a 100% interest in the Assets.

NOW THEREFORE for good and valuable consideration, the nature, receipt and sufficiency of which is acknowledged, the Parties agree as follows:

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 **Definitions.** In this Agreement and in the Schedules attached hereto:

"**Activities**" has the meaning set forth in Section 2.2(h).

"**Affiliate**" means any person, partnership, limited liability company, joint venture, corporation or other form of enterprise which controls, is controlled by, or is under common control with a Party.

"**Agreement**" means this agreement and all amendments and modifications hereto, and all Schedules hereto, which are incorporated herein by this reference.

"**Approval**" means any authorization, approval, permit or consent by the Province of British Columbia or any other regulatory authority that is required to conduct activity on the Property.

"**Assets**" means the Triple R Claims, the Property, Data, Related Rights, and all rights and interests thereunder and thereto.

“**Claims**” means any and all debts claims, actions, lawsuits, causes of action, demands, duties and obligations of whatsoever nature and howsoever incurred.

“**Data**” means all drill core, samples, assays, geological and other technical reports, studies, designs, plans and financial or other records (whether in tangible or electronic form) related to the Triple R Claims or the Property in the possession of or under the control of a Party.

“**Effective Date**” means August 25, 2023.

“**Environmental Claims**” means any and all administrative or judicial actions, suits, orders, lines, notices, violations or proceedings related to any applicable Environmental Law or any Environmental Permit brought, issued or asserted by; (i) a governmental authority for compliance, damages, penalties, removal, response, remedial or other action pursuant to any applicable Environmental Law; or (ii) a third party seeking damages for personal injury or property damage resulting from the release of Hazardous Material at, to or from the Triple R Claims or the Property.

“**Environmental Laws**” means all federal, provincial, state and local laws, statutes, ordinances, codes, rules and regulations related to protection of the environment or the handling, use, generation, treatment, storage, transportation or disposal of Hazardous Materials.

“**Environmental Permit**” means all permits, licenses, approvals, authorizations or consents required by any governmental authority under any applicable Environmental Law and includes any and all orders, consent orders or binding agreements issued or entered into by a governmental authority under any applicable Environmental Law.

“**First Nations Peoples**” means any First Nations or native peoples that claim or have a right or interest in or to the Assets, whether pre-dating or dependent upon constitutional or other lawful non-contractual rights or powers.

“**Governmental Authority**” means any federal, provincial, municipal or other governmental department, commission, board, bureau, agency, official or any court, stock exchange or securities commission, having jurisdiction.

“**Hazardous Materials**” means any substance or material that is or becomes prohibited, controlled or regulated by any Governmental Authority responsible for administering or enforcing any law and includes any toxic substance, waste and dangerous goods.

“**Liabilities**” means means all claims, demands, obligations, suits, complaints, actions, damages, costs, losses, liabilities, expenses, lawyer’s fees, investigation costs, remediation costs, awards, decrees, orders, judgments, fines, penalties, injunctions or similar decisions, which may adversely affect the interests of a Party.

“**Option**” means the right and option granted to Adelphi pursuant to and described under Section 3.1 to acquire an undivided 100% interest in and to the Assets.

“**Option Period**” means the period commencing on the Effective Date and terminating at 5:00PM Pacific Standard Time on that date which is 12 months from the Effective Date, subject to extensions allowable under this Agreement, unless terminated earlier by either: (i) the Option being exercised by Adelphi in accordance with this Agreement; or (ii) this Agreement being terminated pursuant to its terms.

“**Triple R Claims**” has the meaning given in Recital A.

“**Party or Parties**” means the Purchaser, Molnar or Seller and their respective successors and permitted assigns.

“**Property**” has the meaning given in Recital A.

“**Related Rights**” means, collectively, any surface, water, access and non-mineral rights of and to any lands comprising the Property or related to the Triple R Claims, including surface rights held in fee or under lease, license, easement, right of way or other rights of any kind (and all renewals, extensions, and amendments thereof or substitutions therefor).

1.2 Currency. Unless otherwise stated, all amounts of moneys referred to in this Agreement are expressed in Canadian dollars.

1.3 Headings. The division of this Agreement into Articles, and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

1.4 Expanded Meanings. In this Agreement and in the Schedules to this Agreement, unless there is something in the subject matter or context inconsistent therewith:

- (a) The singular shall include the plural and the plural shall include the singular;
- (b) The masculine shall include feminine and neuter genders;
- (c) Words of inclusion such as “including” in a list shall be read as being inclusive and without limitation, whether or not so stated; and
- (d) A reference to any statute shall be deemed to extend to and include any amendment or re-enactment of such statute.

1.5 Schedules. Attached hereto and forming a part of this Agreement are the following Schedules:

Schedule A - Triple R Claims & Property

ARTICLE 2 REPRESENTATIONS, WARRANTIES, AND INDEMNITIES

2.1 Mutual Representations and Warranties. Each Party represents and warrants to the other that:

- (a) it will not breach any agreement or arrangement by entering into or performing this Agreement;
- (b) this Agreement has been duly executed and delivered and is valid and binding upon it and enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization, and other laws of general application limiting the enforcement of creditor rights generally and to the fact that specific performance and other equitable remedies are available only in the discretion of a court;
- (c) with respect to Parties that are not individuals, it is a corporation duly incorporated and in good standing in accordance with the laws governing its incorporation and is in good standing in those jurisdictions where necessary in order to carry out the purposes of this Agreement;

- (d) it holds all licences and permits that are required for carrying on its business in the manner in which such business will need to be carried on in order for it to meet its obligations under this Agreement; and
- (e) it has the capacity to enter into and perform its obligations under this Agreement and all transactions contemplated herein and, with respect to Parties that are not individuals, all corporate and other actions required to authorize it to enter into and perform this Agreement have been properly taken and upon written request by the other Party, will provide documentation of such corporate action, including, but not limited to, copies of any necessary resolutions of its board of directors.

2.2 Additional Representations and Warranties of the Seller. The Seller by its execution of this Agreement, represents and warrants to Purchaser that:

- (a) the Triple R Claims have been validly issued and are in good standing, and all payments of any sort owed or owing to a Governmental Authority required on or before the Effective Date to keep title in and to the Property and the Triple R Claims in full force and effect have been timely and properly made;
- (b) the Seller is the sole legal and beneficial owner of a 100% interest in the mineral rights to the Triple R Claims free and clear of all liens, charges, encumbrances, royalties, agreements, underlying interests and conflicting rights or claims of whatsoever nature, other than taxes or royalties that may become payable to a governmental authority in the Province of British Columbia if the Triple R Claims are put into production;
- (c) the Triple R Claims have been validly staked, located, recorded and properly acquired by the Seller in accordance with all applicable laws and regulations of the Province of British Columbia and any other regulatory authority having jurisdiction over the Triple R Claims or the Property. Seller has not received any notices of revocation or cancellation of, or any intention to revoke or cancel, any of the mineral claims or rights relating to the Triple R Claims or the Property;
- (d) except as provided for by operation of this Agreement, no person, firm, corporation or other entity of any kind whatsoever has any form of right to explore, develop, mine or otherwise exploit minerals from the Triple R Claims or the Property;
- (e) except as provided for by this Agreement, there are no outstanding agreements or purchases of any kind whatsoever to acquire or purchase the Triple R Claims or any interest of any kind whatsoever in the Triple R Claims or the other Assets, and no person has any royalty or other interest of any kind whatsoever in the Triple R Claims or the other Assets, other than taxes or royalties that may become payable to a governmental authority in the Province of British Columbia if the Triple R Claims are put into production;
- (f) no third party consent or approval is required to be obtained by the Seller to allow it to enter into and perform obligations under this Agreement;
- (g) in addition to the other representations and warranties contained herein and not in limitation thereof: (i) to the best of the Seller's knowledge, no material releases of Hazardous Materials have occurred at or from the Triple R Claims or the Property; (ii) there are no past, pending, or to the best of the Seller's knowledge, threatened, Environmental Claims against or arising from the Triple R Claims or the Property; (iii) to the best of the Seller's knowledge, there are no leaking underground storage tanks on the

Triple R Claims or the Property; and (iv) to the best knowledge of the Seller's, there are no facts, circumstances, or conditions that could reasonably be expected to restrict, under any Environmental Law or Environmental Permit in effect prior to or at the Effective Date, the ownership, occupancy, use or transferability of the Triple R Claims or the Property;

- (h) all activities by or on behalf of the Seller on or in respect of the Triple R Claims or the Property prior to the Effective Date (the "**Activities**") have been performed in compliance with all applicable laws, rules and regulations, including all laws, rules and regulations relating to operations and reclamation of disturbed lands and those relating to protection of the environment, and the Seller has:
 - i. not received notice of any alleged violation of any law, rule or regulation with respect to the Activities, the Triple R Claims or the Property,
 - ii. no knowledge of any threatened or pending governmental investigation into alleged violations of any law, rule or regulation with respect to the Activities, the Triple R Claims or the Property, and
 - iii. no knowledge of any facts which would lead a well informed and reasonable operator in the mining industry to believe that there has been any violation of any law, rule, or regulation with respect to the Activities, the Triple R Claims or the Property;
- (i) the Seller has exclusive possession of the Triple R Claims and the other Assets;
- (j) the Seller is unaware of any material facts or circumstances which have not been disclosed, which should be disclosed to Purchaser in order to prevent the representations in this Agreement from being materially misleading;
- (k) neither the Seller, nor, to the best of the Seller's knowledge, any of the Seller's predecessors in title has done anything or omitted nothing whereby the Triple R Claims, the Property or the other Assets may become subject to any liens, charges, encumbrances, royalties, agreements, underlying interests and conflicting rights or claims;
- (l) there are no material actions, claims, investigations or proceedings, judicial or otherwise, pending, or to the knowledge of the Seller threatened, against or relating to the Seller, the Triple R Claims, the Property or other Assets which relate to or could adversely affect the Seller's interest in the Triple R Claims, the Property or the other Assets; and
- (m) to the best of the Seller's knowledge, there have been no claims made by any First Nations Peoples, nor is there any basis therefor, with respect to any right or interest in or to the Triple R Claims, the Property or other Assets.

2.3 The Purchaser to Indemnify Seller. The Purchaser shall indemnify, defend and hold Seller harmless from any loss, damage, reclamation obligations or other claims, liability, demands or causes of action which are attributable to the Purchaser's activities on the Property, including any environmental damage.

2.4 Representations and Warranties to Survive. The representations and warranties set forth in the Article 2 shall survive, for a period of one year, from the execution, delivery and termination of this Agreement.

ARTICLE 3 OPTION TO ACQUIRE THE PROPERTY

3.1 Grant of Purchase. The Seller hereby irrevocably grants to Purchaser, or its Affiliate, assign, nominees or subsidiary, the sole and exclusive right to purchase (the “**Option**”) an undivided One Hundred Percent (100%) legal and beneficial interest in and to the Triple R Claims, Property and other Assets, free and clear of all liens, charges, encumbrances, royalties, agreements, underlying interests and conflicting rights or claims of whatsoever nature, other than taxes or royalties that may become payable to a Governmental Authority in the Province of British Columbia if the Triple R Claims are put into production .

3.2 Consideration for Purchase. In order to maintain the Option in good standing and to exercise the Option, the Purchaser shall:

- pay the Seller \$15,000 (the “**Signing Payment**”) on the Effective Date;
- issue to the Seller 100,000 common shares in its capital upon the listing of the Purchaser’s common shares (the “**Adelphi Shares**”) for trading on a Canadian or United States of America securities exchange;
- pay the Seller an additional \$25,000 on the first anniversary of the Effective Date; and
- issue to the Seller an additional 150,000 Adelphi Shares on the first anniversary of the Effective Date.

3.3 Acknowledgement. The Seller acknowledges and agrees that any Adelphi Shares issuable under Section 3.2 may be subject to resale restrictions and/or legending requirements under applicable securities laws or the policies of any applicable securities exchange.

3.4 Acceleration. Notwithstanding Section 3.2 herein, if, in any given time period stipulated under Section 3.2, Purchaser makes cash payments or share issuances exceeding the amount required to be paid or issued under Section 3.2 for that time period, Purchaser may apply the excess cash paid or shares issued in that time period to reduce the amount of cash payments or share issuances otherwise required to be paid or issued to maintain or exercise the Option during the following time period by a like amount.

3.5 Right to Terminate Option. Except as otherwise set out in this Agreement, Purchaser shall be entitled at its sole discretion to not make any cash payments or share issuances and to terminate this Agreement and return possession of all Assets to Seller by giving written notice to such effect

3.6 Transfer of Property Interests. Upon receipt of the Payment by the Seller, the Seller shall immediately provide all written transfer agreements and other instruments necessary to vest in Purchaser an undivided One Hundred Percent (100%) legal and beneficial interest in the Triple R Claims, free and clear of all liens, charges, encumbrances, royalties, agreements, underlying interests and conflicting rights or claims of whatsoever nature, such transfers being in such proper form that they will be recognized by all applicable regulatory authorities.

3.7 Rio Minerals Limited shall have the option to act as operator during the term of this agreement.

ARTICLE 4
OBLIGATIONS DURING OPTION PERIOD

4.1 Purchaser as Operator. Seller hereby grants to Purchaser, its Affiliates and their respective employees, agents and independent contractors, the sole and exclusive right and option to:

- (a) enter upon and have immediate possession of the Triple R Claims and the Property;
- (b) carry out operations on the Triple R Claims and Property as Purchaser may in its sole discretion determine;
- (c) bring and install on the Triple R Claims and Property, and remove, from time to time such buildings, plant, machinery, equipment, tools, appliances and supplies as Purchaser may deem necessary; and
- (d) remove from the Triple R Claims and the Property reasonable quantities of rocks, ores, minerals and metals and to transport the same for the purpose of sampling, testing and assaying.

4.2 Purchaser Interim Obligations. Until this Agreement is terminated, Purchaser shall maintain the Triple R Claims and the Property in good standing as required under applicable law, and conduct all operations in a proper and workmanlike manner and in accordance with all applicable laws.

4.3 Seller Obligations. During the Option Period:

- (a) Seller shall provide Purchaser with copies of all written notices and a description of all non-written notices provided to it with respect to the Assets; and
- (b) Seller shall not enter into any agreement, right or option, present or future, contingent, absolute or capable of becoming an agreement, right or option, or which with the passage of time or the occurrence of an event could become an agreement, right or option to acquire any interest in and to the Assets or any portion thereof, except as provided for under this Agreement, nor shall it allow any liens, charges, encumbrances, royalties, underlying interests or conflicting rights or interests of any nature whatsoever to be created or registered against the Assets or any portion thereof, excepting the encumbrances arising by reason of Purchaser's activities in relation to the Triple R Claims and the Property and excepting other than taxes or royalties that may become payable to a Governmental Authority in the Province of British Columbia if the Triple R Claims are put into production.

4.4 Seller Access. During the Option Period, Seller shall have the right to access the Property at all times (on reasonable notice) and at its sole risk. Seller shall indemnify and hold Purchaser and its Affiliates harmless for all claims, costs, liabilities and expenses of whatsoever nature arising out of his activities on the Property.

4.5 Abandonment. During the Option Period, Purchaser may, at any time in its sole discretion, prior to the exercise of the Option, abandon any one or more of the claims which comprise the Property, and such claims shall upon notice to Seller be deemed to be thereafter excluded from the Property.

ARTICLE 5 EXERCISE OF OPTION

5.1 Option Exercise. If Purchaser shall have fully and strictly fulfilled its obligations set forth in Section 3.2 and shall otherwise have fulfilled its obligations under this Agreement, then it shall be deemed to have exercised the Option and to have earned an undivided 100% legal and beneficial interest in and to the Assets, free and clear of all liens, charges, encumbrances, royalties, underlying interests or conflicting rights or interests of any nature whatsoever to be created or registered against the Assets or any portion thereof, excepting the encumbrances arising by reason of Purchaser's activities in relation to the Triple R Claims and the Property and excepting other than taxes or royalties that may become payable to a Governmental Authority in the Province of British Columbia if the Triple R Claims are put into production.

5.2 Transfer. Forthwith following the deemed exercise under Section 5.1 and no later than five days from such deemed exercise, Seller shall deliver to Purchaser duly executed instruments of transfer and such other documentation, deeds, certificates and assurances which may reasonably be required to convey, transfer and assign the legal title in and to the Assets to Purchaser, and shall appoint Purchaser as the agent and attorney of Seller for the purposes of filing the same.

ARTICLE 6 INDEMNITIES

6.1 Indemnification of Seller. Purchaser agrees to indemnify and hold Seller harmless against and in respect of any breach of any representation, warranty or covenant of Purchaser made in this Agreement and in respect of any and all Claims or Liabilities suffered or incurred by Seller arising from, relating to or in any way connected with (i) such breach of representation, warranty or covenant or (ii) the activities of Purchaser or its Affiliates on, in, under, about or in any way related to the Triple R Claims or the Property, including any loss of life, injury to persons or property or damage to the Triple R Claims, the Property or to any other property or to the natural environment. This Section 6.1 and the indemnification herein shall survive the termination of this Agreement for a period of two years.

6.2 Indemnification of Purchaser. Seller agrees to indemnify and hold Purchaser harmless against and in respect of any breach of any representation, warranty or covenant of Seller made in this Agreement and in respect of any and all Claims or Liabilities suffered or incurred by Purchaser or its Affiliates arising from, relating to or in any way connected with (i) such breach of representation, warranty or covenant, or (ii) the activities of Seller on, in, under, about or in any way related to the Triple R Claims or the Property, including any damage to the Triple R Claims, the Property or to any other property or to the natural environment, in addition to the indemnity contemplated under Section 4.4 herein. This Section 6.2 and the indemnification herein shall survive the termination of this Agreement for a period of two years.

ARTICLE 7 TERMINATION

7.1 Termination. Subject to the obligations of the Parties which are expressly stated hereunder to survive the termination of this Agreement, this Agreement shall terminate:

- (a) Upon Seller's sole discretion and by way of written notice, if Purchaser remains in default of its obligations under this Agreement for a period of 30 days after having received written notice from Seller with respect to such default;
- (b) in the event that Purchaser, prior to the exercise of the Option, terminates this Agreement pursuant to Section 3.5; or

- (c) upon exercise of the Option.

7.2 Purchaser Obligations Upon Termination of Option. Upon termination of this Agreement for any reason other than Purchaser's exercise of the Option, Purchaser shall:

- (a) perform all rehabilitation, reclamation or pollution abatement or control on, in, under or about or in respect of the Triple R Claims or the Property which is required as a result of Purchaser's activities thereon or thereunder or in respect thereof, to the standard required in accordance with all applicable laws as approved by the appropriate Governmental Authorities having jurisdiction; and
- (b) within 60 days of the date of such termination enter on, in or under the Triple R Claims or the Property at its sole risk in order to remove therefrom all such equipment, tools, materials, structures, apparatus or supplies brought thereon or thereunder by Purchaser or otherwise on its behalf and, to the extent Purchaser does not remove such items within such 60 days, they shall, at the sole option of Seller, become the property of Seller.

ARTICLE 8 GENERAL

8.1 Implied Covenants. There are no implied covenants contained in this Agreement, other than those of good faith and fair dealing.

8.2 Unavoidable Delays. If any Party is prevented or delayed in complying with any provisions or satisfying any condition of this Agreement by reason of events beyond its control (other than a lack of funds), including fire, land closures, the exigencies of nature, unfavorable weather or ground conditions, the action, inaction or refusal of any governmental agency to grant any authorization, approval, permit or consent to conduct exploration or other operations, or unusual delay in the processing or granting of such authorization, approval, permit or consent, environmental restrictions or approvals, and acts of God but excluding the lack of funds, such Party may give notice to the other Party of the event, and upon notice all times herein provided for shall be extended by the period necessary to cure any such event and the Party affected shall use all reasonable means so promptly.

8.3 Relationship of Parties. The rights, privileges, duties, obligations and liabilities, as between the Parties, shall be separate and not joint or collective and nothing herein contained shall be construed as creating a partnership, an association, agency or, subject as herein specifically provided as to legal title to the Assets from and after the date that Purchaser has duly and effectively exercised the Option in and to the Assets pursuant to and in accordance with the terms of this Agreement, a trust of any kind or as imposing upon either of the Parties any partnership duty, obligation or liability.

8.4 Other Activities. Nothing in this Agreement will restrict in any way the freedom of either party, except with respect to its interest in the Assets, to conduct as it sees fit any business or activity whatsoever, including the exploration for, or the development, mining, production or marketing of, any mineral, without any accountability to the other party. No party which is the owner or operator of another mining property, mill or other facility will be obliged to mill, beneficiate or handle any material from the Triple R Claims or the Property.

8.5 Confidentiality. The terms and conditions of this Agreement and all data and information coming into the possession of a Party by virtue of this Agreement with respect to the business or operations of the other Party, the Triple R Claims or the Property and other Assets generally, shall be kept confidential and shall not be disclosed to any person not a Party hereto without the prior written consent of the other Party, except:

- (a) as required by law, rule, regulation or policy of any stock exchange or securities commission having jurisdiction over a Party;
- (b) as may be required by a Party in the prosecution or defence of a lawsuit or other legal or administrative proceedings;
- (c) as required by a financial institution in connection with a request for financing related in whole or in part by the Party's interest in the Property; or
- (d) to a prospective assignee of a Party's interest in the Property;

and the Party requiring such disclosure shall at least 24 hours prior thereto deliver a copy thereof to the other Party unless the Party is required by law to disclose the information earlier. Notwithstanding the foregoing, any Party may at any time and without the consent of the other share all or any of such data and information with a consultant provided that such consultant shall agree to preserve the confidential nature of such data and information.

Additionally, each Party shall consult with and obtain the written consent of the other Party, which shall not be unreasonably withheld, prior to issuing any public announcement, press release or other public disclosure with respect to this Agreement.

8.6 Notices. Any notice required to be given or delivery of documents required to be made under this Agreement shall be in writing and shall be deemed to be well and sufficiently given if delivered, or if mailed, by registered mail, or sent by email, to the Parties at their addresses as follows:

If to the Purchaser: Adelphi Metals Inc.
1240-789 West Pender Street
Vancouver, British Columbia, V6C 1H2
email: mike@engcom.ca

If to the Seller: Andrew Molnar
615-800 West Pender Street
Vancouver, British Columbia, V6C 2V6
email: info@riominerals.com

Any notice given as provided in this Section shall be deemed to have been given, if delivered, when delivered, or, if mailed, on the third business day after the date of mailing; provided that if mailed there be, between the time of mailing and the actual receipt of the notice a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, then such notice shall only be effective if actually delivered. Notice by email will be deemed to have been effectively given at the time of transmission unless the sender receives an electronic delivery message indicating that the electronic submission was unsuccessful. All notices given by email shall also be followed up with delivery by mail (in such case, the mailed copy will not affect the time of deemed delivery which, for certainty, shall be based on the email transmission).

8.7 Applicable Law. This Agreement shall be construed in accordance with the laws of the Province of British Columbia.

8.8 Assignment. Either Party may assign or otherwise transfer its interest under this Agreement or in the Property to an Affiliate without consent, and the rights of either Party in the Property following exercise of the Purchase are freely assignable without consent. Except as provided in the foregoing

sentence, neither Party shall transfer, assign or dispose of all or any part of its rights under this Agreement or in the Triple R Claims or Property without the prior written consent of the other Party, such consent not to be unreasonably withheld.

8.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective successors and permitted assigns.

8.10 Entire Agreement. This Agreement and the documents to be executed hereunder 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 pertaining to the subject matter hereof.

8.11 Counterpart and Facsimile Signature. This Agreement may be executed in several counterparts and evidenced by a facsimile/email copy of an original execution page bearing the signature of each Party hereto, each of which when so executed shall be deemed to be an original, and such counterparts or facsimile/email copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date above written.

8.12 Further Acts. The Parties shall at all times do such further acts and execute and deliver all further documents as may be reasonably required in order to fully perform and carry out the terms of this Agreement.

8.13 Severability. If any provisions of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provisions and shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement.

[Execution page follows.]

IN WITNESS, WHEREOF the Parties hereto have caused this Agreement to be duly executed by their authorized signatories hereunto duly authorized all as of the 19th day of September, 2023.

ANDREW MOLNAR

ADELPHI METALS INC.

By: "Andrew Molnar"

By: "Michael England"

SCHEDULE "A"**TRIPLE R CLAIMS****Triple R Property Mineral Tenures**

<u>Title Number</u>	<u>Claim Name</u>	<u>Owner</u>	<u>Good To Date</u>	<u>Area (ha)</u>
<u>1050043</u>	TRIPLE R	<u>118700</u> 100	2023/DEC/31	377.87
<u>1052278</u>	TR-2	<u>118700</u> 100	2023/DEC/31	251.96
<u>1068219</u>	TR-3	<u>118700</u> 100	2023/DEC/31	188.91
<u>1068220</u>	TR-4	<u>118700</u> 100	2023/DEC/31	293.81
<u>1068255</u>	TR-5	<u>118700</u> 100	2023/DEC/31	314.99
<u>1068256</u>	TR-6	<u>118700</u> 100	2023/DEC/31	209.95
<u>1078289</u>	TR-7	<u>118700</u> 100	2024/JAN/31	314.84
* <u>1107479</u>	TR-8	<u>118700</u> 100	2024/SEP/19	252.06