

ROVER CRITICAL MINERALS CORP.

AND

GENGOLD2, LLC

THIRD AMENDED AND RESTATED PROPERTY OPTION AGREEMENT

August 21, 2024

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PROPERTY OPTION AGREEMENT

THIS Third Amended and Restated Option Agreement (the “**Agreement**”) is dated effective August 21, 2024.

AMONG:

ROVER CRITICAL MINERALS CORP., a corporation duly incorporated under the laws of the Province of British Columbia

(together with its successors and assigns, the “**Optionee**”)

AND:

GENGOLD2, LLC, a limited liability company existing pursuant to the laws of the state of Utah, USA

(the “**Optionor**”)

WHEREAS:

- A. The Optionor is the sole legal and beneficial owner of the mineral claims, as more particularly described in Schedule “A” hereto (the “**Property**”).
- B. The Optionee has reimbursed the Optionor for its staking costs for the Property.
- C. Pursuant to a Property Option Agreement dated on or about November 16, 2022, and as amended on January 11, 2023, and January 30, 2024, between the Optionor and the Optionee (the “**Original Agreement**”), the Optionor granted an exclusive option to the Optionee to acquire a One Hundred Percent (100%) interest in the Property, subject to the Royalty Interest (as defined herein).
- D. By mutual agreement, the parties have agreed to amend and restate the Original Agreement on the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$10.00 now paid by the Optionee to the Optionor and for other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS

- 1.1. In this Agreement, except as otherwise expressly provided or as the context otherwise requires:
 - (a) “**Affiliate**” means an entity or person that Controls, is Controlled by, or is under the common Control with a party.
 - (b) “**Area of Common Interest**” means the area as defined in Section 19.1;
 - (c) “**Control**” used as a verb means, when used with respect to an entity, the ability, directly or indirectly through one or more intermediaries to direct or cause the direction of the

management and policies of such entities through (i) the legal or beneficial ownership of voting securities or membership interest; (ii) the right to appoint managers, directors or corporate management; (iii) contracts; (iv) operating agreements; (v) voting trusts; or otherwise; and, when used with respect to a person, means the actual or legal ability to control the actions of another, through family relationship, agency, contract or otherwise; and “control” used as a noun means an interest which gives the holder the ability to exercise any of the foregoing powers.

- (d) **“Disposing Party”** has the meaning assigned to it in Section 12.4.
- (e) **“Discounted Market Price”** means \$0.065 per common share of the Optionee as of the date hereof.
- (f) **“Effective Date”** means the date of January 31, 2024.
- (g) **“Exchange Acceptance”** means the receipt of acceptance of this Agreement and the transactions herein contemplated by the TSX Venture Exchange, if required;
- (h) **“Expenditures”** means all costs, expenses, obligations and liabilities of whatever kind or nature, however denominated, spent or incurred directly or indirectly by the Optionee or its Affiliates on or in connection with the exploration, permitting and development of the Property in satisfaction of the work program requirements established in this Agreement, including:
 - (i) all direct and indirect exploration or development costs, including those associated with permitting, drilling, geophysics, airborne geophysics, assaying, personnel, travel, accommodation, shipping of materials and the commissioning of technical or other reports in respect of the Property, provided that any costs related to personnel, travel and accommodation will be directly related to attendance at, or the preparation of technical data with respect to, the Property;
 - (ii) all expenditures required to maintain the Property in good standing and fulfilling any of the requirements of any title documents, permits or applicable mining laws in the State of Nevada with respect to the Property, including the costs of any discussion or negotiations with governmental authorities;
 - (iii) all expenditures made on the Property relating to reclamation, rehabilitation and protection of the environment, including payment of any applicable bond or surety; and
 - (iv) a charge for overhead, project management and administrative costs related to Expenditures defined herein.
- (i) **“Option”** means the sole and exclusive right and option to acquire a One Hundred Percent (100%) undivided carried interest in the Property, free and clear of all charges, encumbrances and claims, save and except the Royalty Interest, as set out in Section 10 of this Agreement.

- (j) **“Option Period”** means the period during the term of this Agreement from the date hereof to and including the date of the exercise of the Option.
 - (k) **“Property”** means those mineral claims set out in Schedule “A” to this Agreement and all mining claims and other mining interests derived from any such claims, and a reference herein to a mineral claim comprised in the Property includes any mineral leases or other interests into which such mineral claim may have been converted. Property also includes any mineral interests that become part of the Property by operation of the Area of Common Interest provided for herein.
 - (l) **“Property Rights”** means and includes the ownership rights of the Optionor and the rights of the Optionor under the Royalty Interest, together with all licences, permits, easements, rights-of-way, certificates and other approvals obtained either before or after the date of this Agreement and necessary for the development of the Property, or for the purpose of placing the Property into production or continuing production therefrom.
 - (m) **“Rover Shares”** means fully paid and non-assessable common shares in the capital of the Optionee.
 - (n) **“Royalty Interest”** means the two percent (2.0%) net smelter royalty, buyable down to one percent (1.0%) for Five Hundred Thousand dollars (\$500,000.00) per one-half of one percent (0.5%), relating to all of the mineral claims forming the Property.
 - (o) **“Royalty Agreement”** means the agreement that outlines the calculation of the Royalty Interest as provided for in Schedule “B” to this Agreement.
- 1.2. The headings are for convenience only and are not intended as a guide to interpretation of this Agreement or any portion thereof.
- 1.3. The word “including”, when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope.
- 1.4. All accounting terms not otherwise defined herein have the meanings assigned to them, and all calculations to be made hereunder are to be made, in accordance with International Financial Reporting Standards applied on a consistent basis.
- 1.5. In this Agreement, except as otherwise specified, all references to currency means the United States of America dollar.
- 1.6. A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulations.
- 1.7. A reference to an entity includes any successor to that entity.
- 1.8. Words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

1.9. A reference to “**acceptance**”, “**approval**”, “**authorization**” or “**consent**” means written approval, authorization or consent.

2. REPRESENTATIONS AND WARRANTIES OF THE OPTIONOR

2.1. The Optionor represents and warrants to the Optionee that:

- (a) it is duly incorporated, validly subsisting and in good standing in State of Utah and is legally entitled to hold an interest in the Property and all mineral claims comprised therein, and all Property Rights held by it;
- (b) it has the full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to in or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder;
- (c) it has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transaction herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under the provisions of, the Articles, Bylaws or other constating documents of the Optionor or any shareholders’ or directors’ resolution, indenture, agreement or other instrument whatsoever to which the Optionor is a party or by which it is bound or to which it may be subject;
- (d) it has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of the Optionor, enforceable against it in accordance with the Agreement's terms;
- (e) it is and, at the time of transfer to the Optionee of an interest in the mineral claims comprising the Property, it will be the sole legal and beneficial owner of all of the claims comprising the Property, free and clear of all liens, charges and claims of others and no taxes or rentals are due in respect of any thereof;
- (f) to the best of its knowledge, there is no adverse claim or challenge against or to the ownership of or title to the Property or any portion thereof, nor is there any basis therefore and there are no outstanding agreements or options to acquire or purchase all or any part of the Property or any interest therein and no person has any royalty or interest whatsoever in production or profits from the Property or any portion thereof;
- (g) the claims comprising the Property have been duly and validly located and recorded pursuant to applicable federal and state laws in the State of Nevada, and are in good standing in the office of the Nye County Recorder and Bureau of Land Management on the Effective Date hereof;
- (h) to the best of its knowledge, there is no outstanding directive or order or similar notice issued by any regulatory agency, including agencies responsible for environmental matters, affecting the Property or the Optionor nor is there any basis therefor or any reason to believe that such an order, directive or similar notice is pending;

- (i) to the best of its knowledge, all work carried out on the Property has been done in full compliance with all applicable laws, regulations, by-laws, orders, permits, guidelines and policies;
 - (j) no proceedings are pending for, and the Optionor is unaware of any basis for the institution of any proceedings leading to, the dissolution or winding-up of the Optionor or the placing of the Optionor in bankruptcy or subject to any other laws governing the affairs of insolvent persons;
 - (k) to the best of its knowledge, no litigation, arbitration, mediation or administrative proceedings are taking place, pending or, to the best of its knowledge after due inquiry, threatened against the Optionor which, if adversely decided, could, in the reasonable opinion of the Optionee's management, have a material adverse effect on the Optionor's business, assets or financial condition such as to significantly adversely impair its ability to perform the Optionor's ability to perform its obligations under this Agreement;
 - (l) the Property is not the whole or substantially the whole of the undertaking of the Optionor;
 - (m) to the best of its knowledge, no hazardous materials or other materials used in or generated by the use of the Property have been or are currently placed, used, stored, treated, manufactured, disposed of, released, discharged, spilled or emitted on or from the Property in violation of any environmental laws or in a manner that may result in any environmental liability under any applicable environmental laws and the Optionor has not received, nor is it aware of any pending or threatened, notice of non-compliance with any environmental law;
 - (n) to the best of its knowledge the Optionor has obtained all permits, licenses, approval authorizations and qualifications of all provincial, federal, territorial and local authorities required for it to carry on its operations at or on the Property as conducted as of the date of this Agreement; and
 - (o) it is not aware of any material fact (as defined in the *Securities Act* (British Columbia)) or circumstance which has not been disclosed to the Optionee in writing which should be disclosed in order to prevent the representations and warranties in this section from being false or misleading.
- 2.2. The representations and warranties contained in Section 2.1 are provided for the exclusive benefit of the Optionee, and a breach of any one or more thereof may be waived by the Optionee in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty; and the representations and warranties contained in Section 2.1 will survive the execution hereof.

3. REPRESENTATIONS AND WARRANTIES OF THE OPTIONEE

3.1. The Optionee represents and warrants to the Optionor that:

- (a) it has been duly incorporated and validly exists as a corporation in good standing under the laws of British Columbia;

- (b) it has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transaction herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under the provisions of, the Articles or the constating documents of the Optionee or any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which the Optionee is a party or by which it is bound or to which it may be subject; and
- (c) it has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of the Optionee, enforceable against it in accordance with the Agreement's terms.

3.2. The representations and warranties contained in Section 3.1 are provided for the exclusive benefit of the Optionor and a breach of any one or more thereof may be waived by the Optionor in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty; and the representations and warranties contained in Section 3.1 will survive the execution hereof.

4. ACQUISITION OF OPTIONS

- 4.1. The Optionor hereby grants to the Optionee the Option, subject to the terms of this Agreement.
- 4.2. This Agreement and the Option will terminate if, before the expiry of the relevant time periods set forth below, the Optionee has failed to complete all of the following:

Cash Payments

- (a) on or before the second anniversary of the Effective Date, the Optionee shall make a cash payment to the Optionor in an amount equal to 10% of the total Expenditures incurred with respect to the Property, subject to a minimum payment of \$20,000 and a maximum payment of \$50,000;
- (b) on or before the third anniversary of the Effective Date, the Optionee shall make a cash payment to the Optionor of \$75,000;
- (c) on or before the fourth anniversary of the Effective Date, the Optionee shall make a cash payment to the Optionor of \$80,000;
- (d) on or before the fifth anniversary of the Effective Date, the Optionee shall make a cash payment to the Optionor of \$100,000;
- (e) on or before the sixth anniversary of the Effective Date, the Optionee shall make a cash payment to the Optionor of \$150,000;
- (f) on or before the seventh anniversary of the Effective Date, the Optionee shall make such further cash payment to the Optionor as is required such that the total consideration paid by the Optionee pursuant to Sections 4.2(a)-(f) equals \$500,000;

- (g) if an inferred resource (as determined in accordance with National Instrument 43-101 - *Standards of Disclosure for Mineral Projects*) of 850,000 tonnes of lithium is defined, the Optionee shall, within 30 Business Days of the publication of such inferred resource, make a cash payment to the Optionor of \$1,000,000; provided, however that the Optionee shall be entitled, in its sole discretion, but subject to compliance with applicable laws, to elect to make up to 50% of such cash payment (up to \$500,000) in Rover Shares by providing notice in writing to the Optionor on or prior to the date that is 29 Business Days following the publication of such inferred resource. The number of Rover Shares to be issued shall be calculated as the greater of: (1) the volume weighted average share price of the Rover Shares on the TSXV during the five trading days immediately preceding the date of the issuance; or (2) the Discounted Market Price, subject to approval of the TSXV and in accordance with their policies and rules. Notwithstanding the foregoing, the Optionee, at its sole discretion, may elect to make the above \$1,000,000 cash payment at any time to the Optionor, without disclosure of an inferred resource, or with the disclosure of an inferred of less than 850,000 tonnes of lithium. For greater certainty, the parties acknowledge and agree that the payment of \$1,000,000 (in cash or in a combination of cash and Rover Shares) is mandatory in order for the Option to be exercised.

Share Issuances

- (h) as of the Effective Date hereof the Optionee has made an issuance to the Optionor of \$20,000 worth of Rover Shares;
- (i) the Optionee shall cause the issuance to the Optionor of \$100,000 worth of Rover Shares on or prior to the second anniversary of the Effective Date, with the number of Rover Shares issuable to be calculated as the greater of: (1) the volume weighted average share price of the Rover Shares on the TSXV during last five trading days of January of the second anniversary year; or (2) the Discounted Market Price, subject to approval of the TSXV and in accordance with their policies and rules;
- (j) the Optionee shall cause the issuance to the Optionor of \$150,000 worth of Rover Shares on or prior to the third anniversary of the Effective Date, with the number of Rover Shares issuable to be calculated as the greater of: (1) the volume weighted average share price of the Rover Shares on the TSXV during last five trading days of January of the third anniversary year; or (2) the Discounted Market Price, subject to approval of the TSXV and in accordance with their policies and rules;
- (k) the Optionee shall cause the issuance to the Optionor of \$250,000 worth of Rover Shares on or prior to the fourth anniversary of the Effective Date, with the number of Rover Shares issuable to be calculated as the greater of: (1) the volume weighted average share price of the Rover Shares on the TSXV during last five trading days of January of the fourth anniversary year; or (2) the Discounted Market Price, subject to approval of the TSXV and in accordance with their policies and rules; and

Work Commitments

- (l) incur Expenditures on the Property of \$200,000 on or before January 31, 2024 which as of the Effective Date hereof, the Optionee and Optionor confirm has been completed by the Optionee.

5. EXERCISE OF OPTION

- 5.1. If the Optionee has completed the Expenditures, made the cash payments and issued the Rover Shares in the amounts and within the time periods required by Section 4.2, the Optionee shall have exercised the Option and shall thereby have earned a One Hundred Percent (100%) beneficial interest in the Property, subject only to the Royalty Interest. After it has satisfied its obligations under Sections 4.2, the Optionee shall confirm the exercise of the Option by delivering a notice to the Optionor.
- 5.2. The Option is the option only in respect of the Property and except as specifically provided otherwise, nothing in this Agreement shall be construed as obligating the Optionee to do any acts or make any payments or incur any Expenditures hereunder, and any act(s) of payment(s) made hereunder shall not be construed as obligating the Optionee to do any further act(s) or make any further payment(s).

6. RIGHT OF ENTRY

- 6.1. Throughout the Option Period, the directors and officers of the Optionee and its servants, agents and independent contractors, shall have (subject to applicable laws) the sole and exclusive right in respect of the Property to:
- (a) enter thereon;
 - (b) have exclusive and quiet possession thereof;
 - (c) do such prospecting, exploration, development and/or other mining work thereon and thereunder as the Optionee in its sole discretion may determine advisable;
 - (d) bring upon and erect upon the Property buildings, plant, machinery and equipment as the Optionee may deem advisable; and
 - (e) remove therefrom and dispose of reasonable quantities of ores, minerals and Critical Minerals for the purpose of obtaining assays or making other tests.

7. TRANSFER OF PROPERTY

- 7.1. The Optionor will remain the registered holder of the Property until the exercise of the Option in accordance with Section 5, at which time the Optionor will promptly record all transfers contemplated hereby at its own legal cost with the appropriate government office to effect legal transfer of recorded ownership interest in the Property into the name of the Optionee. The Optionee shall reimburse the Optionor for the quit claim costs, Nye County costs, and Bureau of Land Management costs associated with the transfer of recorded ownership interest.
- 7.2. Unless the Option is terminated in accordance with the terms and conditions of this Agreement, the Optionor shall not abandon, surrender, convey, transfer or otherwise dispose of the Property or any of its right, title or interest therein without the prior written consent of the Optionee.

8. OBLIGATIONS DURING OPTION PERIOD

- 8.1. During the Option Period the Optionee will keep the Property in good standing, including: (i) by paying the annual claim renewal fees to the Bureau of Land Management for the Property on or prior to the date that is 30 days prior to September 1st of each year. The Optionee shall give the Optionor notice and a receipt confirmation of the annual Bureau of Land Management claim renewal filing prior to the date that is 30 days prior to September 1st of each year; and (ii) by paying and filing a Notice of Intent to Hold Mining Claims with the Nye County on or prior to the date that is 30 days prior to October 31st of each year. The Optionee shall give the Optionor notice and a receipt confirmation of the annual Nye County renewal filing prior to the date that is 30 days prior to October 31st of each year.
- 8.2. As a result of the Optionee's exploration work on the Property, the Property may be subsequently increased or decreased by amending this Agreement in accordance with Section 21.4 hereof.

9. TERMINATION OF OPTION

- 9.1. If the Option is terminated otherwise than upon the exercise thereof pursuant to the terms hereof, the Optionee will:
- (a) ensure that those mineral claims comprised in the Property that are in good standing on the date hereof are left in good standing for a period of at least one (1) year from the date of termination; and
 - (b) deliver at no cost to the Optionor within 30 Business Days of such termination all copies of all reports, maps, assay results and other relevant technical data compiled by or in the possession of the Optionee with respect to the Property and not theretofore furnished to the Optionor and, if title has been transferred to the Optionee, then transfer the title back to the Optionor at the cost of the Optionee.
- 9.2. Notwithstanding termination of any Option hereunder, the Optionee will have the right, within a period of 365 days following the end of the Option Period, to remove from the Property all buildings, plant, equipment, machinery, tools, appliances and supplies which have been brought upon the Property by or on behalf of the Optionee, and any such property not removed within such 365-day period will thereafter become the property of the Optionor, should the Optionor agree to accept ownership; subject to terms of applicable land use regulations.

10. ROYALTY INTEREST

- 10.1. If the Option is exercised, the Optionee covenants to and with the Optionor to perform its obligations with respect to the payment of the Royalty Interest as provided for in this Agreement.
- 10.2. If the Option is exercised, the Optionee covenants to and with the Optionor to sign, deliver, and administer the Royalty Agreement and any other documents required or necessary, pursuant to the requirements of this Agreement.
- 10.3. No mining activities shall commence prior to the Optionee earning the Option. During the period under option, bulk sampling by the Optionee shall be exempt from the obligations of the Optionee with respect to the payment of the Royalty Interest as provided for in this Agreement.

11. POWER TO CHARGE PROPERTY

- 11.1. During the Option Period, the Optionor shall not grant a mortgage, charge or lien against its interest in the Property. At no time, during the Option Period shall Optionee grant a mortgage, charge or lien against title to the Property, whether in its own name or in the name of the Optionor, as trustee. After earning the Option, the Optionee shall have the right to charge the Property.

12. RESTRICTION ON ASSIGNMENT

- 12.1. The Optionee shall have the right to assign the Option to a wholly-owned subsidiary, or to the spin-out of an arm's length new reporting issuer or the new reporting issuer's wholly-owned subsidiary.
- 12.2. Except pursuant to Section 12.1, prior to the exercise or termination of the Option, the Optionee shall not sell, assign, transfer, convey or otherwise dispose of its rights and interests in or with respect to this Agreement, the Royalty Agreement, or the Property
- 12.3. Either the Optionor or the Optionee shall have the right without restriction under this Section 12 to assign, transfer, convey or otherwise dispose of all its rights and interests to an Affiliate.
- 12.4. Any assignment, transfer or conveyance by the Optionor at any time or by the Optionee at any time (the "**Disposing Party**") of its rights and interests in or with respect to this Agreement or the Property, shall be void unless the assignee has first agreed in writing with the non-disposing party to observe and be bound by all of the provisions of this Agreement in the place and stead of the Disposing Party. Upon such assignment, transfer or conveyance, the Disposing Party shall be relieved and discharged from all of its obligations under this Agreement.

13. SURRENDER AND ACQUISITION OF PROPERTY INTERESTS BEFORE TERMINATION OF AGREEMENT

- 13.1. The Optionee may at any time, elect to abandon any one or more of the mineral claims comprised in the Property by giving notice to the Optionor of such intention.
- 13.2. For a period of 60 days after the date of delivery of such notice the Optionor may elect to have any or all of the mineral claims in respect of which such notice has been given transferred to it by delivery of a request therefore to the Optionee, whereupon the Optionee will deliver to the Optionor executed transfers in registerable form transferring such mineral claims to the Optionor.
- 13.3. Any claims transferred to the Optionor pursuant to Section 13.2 of this Agreement, shall be in good standing under applicable mining laws in the State of Nevada for at least one year from the date of transfer.
- 13.4. If the Optionor fails to make request for the transfer of any mineral claims as aforesaid within such 60-day period, the Optionee may then abandon such mineral claims without further notice to the Optionor.
- 13.5. Upon any such transfer or abandonment the mineral claims so transferred or abandoned will for all purposes of this Agreement cease to form part of the Property.

14. FORCE MAJEURE

- 14.1. If the Optionee is at any time either during the Option Period prevented or delayed in complying with any provisions of this Agreement by reason of aboriginal land claims, strikes, walk-outs, labour shortages, pandemics (including COVID-19), power shortages, fuel shortages, fires, wars, acts of terrorism, acts of God, governmental regulations restricting normal operations, shipping delays or any other reason or reasons beyond the control of the Optionee, other than lack of funds, the time limited for the performance by the Optionee of its obligations hereunder will be extended by a period of time equal in length to the period of each such prevention or delay.
- 14.2. The Optionee will within 14 days give notice to the Optionor of each event of force majeure under Section 14.1 and upon cessation of such event will furnish the Optionor with notice to that effect together with particulars of the number of days by which the obligations of the Optionee hereunder have been extended by virtue of such event of force majeure and all preceding events of force majeure.

15. CONFIDENTIAL INFORMATION

- 15.1. No information furnished in respect of the activities carried out on the Property or derived in respect thereof, or related to the sale of product derived from the Property, will be disclosed or published by a party hereto without the written consent of the other party hereto, but such consent in respect of the reporting of factual data will not be unreasonably withheld, and will not be withheld in respect of information required to be publicly disclosed pursuant to applicable securities or corporation laws. This provision shall apply for the term of this Agreement and for a period of three years thereafter. This provision shall not apply to information which becomes part of the public domain provided that it does not become part of the public domain by the actions of a party hereto.
- 15.2. Nothing in this Section 15 shall prevent a party from disclosing information to a third party for purposes of corporate reorganization, financing, review of materials, data and results by a consultant and like matters provided that such third party agrees to be bound by these provisions of confidentiality.
- 15.3. In the event a party is required pursuant to applicable securities or corporate laws to publicly disclose information by way of a news release or similar disclosure, it shall provide one business days' notice to the other party who shall have the right, acting reasonably, to make changes to the proposed dissemination of information. The party disclosing information must act reasonably and take into account such comments prior to the issuance of such information.

16. INDEMNITIES

- 16.1. In this section "Losses" shall include any loss, liability, claim, demand, damage, expense, injury or death.
- 16.2. The Optionor covenants and agrees to save the Optionee harmless from and against any Losses arising out of or in connection with the operations or activities which were carried out on the Property prior to the Effective Date. Without limiting the generality of the foregoing, the Optionor covenants and agrees to indemnify and save the Optionee harmless resulting from any and all claims, liabilities, obligations, losses, causes of action, demands, governmental proceedings or

directives, fines, penalties, expenses, costs (including but not limited to reasonable attorney's fees, consultant's fees and other expert's fees and costs), and damages, which arise from or relate to any non-compliance with environmental laws in connection with Optionor's use of the Property or breach of the Optionor's obligations under this Agreement.

- 16.3. The Optionee covenants and agrees to save the Optionor harmless from and against any Losses arising out of or in connection with the Optionee's operations or activities on the Property from and after the Effective Date. Without limiting the generality of the foregoing, the Optionee covenants and agrees to indemnify and save the Optionor harmless from losses resulting from any and all claims, liabilities, obligations, losses, causes of action, demands, governmental proceedings or directives, fines, penalties, expenses, costs (including but not limited to reasonable attorney's fees, consultant's fees and other expert's fees and costs), and damages, which arise from or relate to any non-compliance with environmental laws in connection with Optionee's use of the Property or breach of the Optionee's obligations under this Agreement.
- 16.4. The indemnities provided in this Section 16 shall survive the termination of this Agreement.

17. ARBITRATION

- 17.1. All questions or matters in dispute with respect to this Agreement will be submitted to arbitration pursuant to the terms hereof.
- 17.2. It will be a condition precedent to the right of any party to submit any matter to arbitration pursuant to the provisions hereof, that any party intending to refer any matter to arbitration will have given not less than 30 days' prior written notice of its intention to do so to the other party together with particulars of the matter in dispute.
- 17.3. On the expiration of such 30 days, the party who gave such notice may proceed to refer the dispute to arbitration as provided in Section 17.4.
- 17.4. The party desiring arbitration will appoint one arbitrator, and will notify the other party of such appointment, and the other party will, within 14 days after receiving such notice, appoint an arbitrator, and the two arbitrators so named, before proceeding to act, will, within 14 days of the appointment of the last appointed arbitrator, unanimously agree on the appointment of a third arbitrator to act with them and be chairman of the arbitration herein provided for.
- 17.5. If the other party fails to appoint an arbitrator within 14 days after receiving notice of the appointment of the first arbitrator, or if the two arbitrators appointed by the parties fail to agree on the appointment of the chairman, a second arbitrator and the chairman will be appointed under the provision of the Uniform Arbitration Act of 2000 of the State of Nevada, USA.
- 17.6. Except as specifically otherwise provided in Section 17.4 the arbitration herein provided for will be conducted in accordance with Uniform Arbitration Act of 2000 of the State of Nevada, USA.
- 17.7. The chairman will fix a time and place in Las Vegas, Nevada, USA, for the purpose of hearing the evidence and representations of the parties, and he will preside over the arbitration and determine all questions of procedure not provided for under the Uniform Arbitration Act of 2000 of the State of Nevada, USA or this Section.

- 17.8. After hearing any evidence and representations that the parties may submit, the arbitrators will make an award and reduce the same to writing, and deliver one copy thereof to each of the parties.
- 17.9. The expense of the arbitration will be paid as specified in the award.
- 17.10. The parties agree that the award of a majority of the arbitrators will be final and binding upon each of them.

18. DEFAULT AND TERMINATION

- 18.1. Save and except for matters to be completed in accordance with Section 4, if at any time during the Option Period the Optionee fails to perform any other obligation required to be performed hereunder or is in breach of a warranty given herein, which failure or breach materially interferes with the implementation of this Agreement, the Optionor may terminate this Agreement but only if:
 - (a) it first gives to the Optionee a notice of default containing particulars of the obligation which the Optionee has not performed, or the warranty breached; and
 - (b) the Optionee has not, within 30 Business Days after delivery of such notice of default, cured such default or begun proceedings to cure such default by appropriate payment or performance (the Optionee hereby agreeing that should it so begin to cure any default it will prosecute the same to completion without undue delay).
- 18.2. If the Optionee fails to comply with the provisions of Section 18.1(b) the Optionor may thereafter terminate this Agreement, and the provisions of Section 9 will then be applicable.

19. AREA OF COMMON INTEREST

- 19.1. The Area of Common Interest shall be deemed to comprise that area which is included within one (1) mile of the outermost boundary of the Property as at the date of execution of this Agreement, as more particularly set forth in Schedule I of Appendix B. Nothing in this Agreement shall cause the Area of Common Interest to be expanded.
- 19.2. If at any time during the subsistence of this Agreement any party or an affiliate of any party (in this Section only called in each case the "**Acquiring Party**") stakes or otherwise acquires, directly or indirectly, any right to or interest in any mining claim, license, lease, grant, concession, permit, patent, or other mineral property located wholly or partly within the Area of Common Interest referred to in Section 19.1, the Acquiring Party shall forthwith give notice to the other party of that staking or acquisition, the total cost thereof and all details in the possession of that party with respect to the details of the acquisition, the nature of the property and the known mineralization.
- 19.3. The other party may, within 30 days of receipt of the Acquiring Party's notice, elect, by notice to the Acquiring Party, to require that the mineral properties and the right or interest acquired be included in and thereafter form part of the Property for all purposes of this Agreement.

- 19.4. If the election aforesaid is made, the Optionee shall reimburse the Acquiring Party (if the Acquiring Party is the Optionor) for the cost of acquisition. If the Acquiring Party is the Optionee it shall not be entitled to reimbursement of its costs of acquisition however all costs of acquisition shall be deemed to be part of the exploration and development expenses to be incurred by the Optionee to earn an interest in the Property
- 19.5. If the other party does not make the election aforesaid within that period of 30 days, the right or interest acquired shall not form part of the Property and the Acquiring Party shall be solely entitled thereto.
- 19.6. The Optionee shall be entitled, at any time and from time to time, to surrender all or any part of the Property or to permit the same to lapse, but only upon first giving 60 days' notice of its intention to do so to the Optionor. In this latter event, the Optionor shall be entitled to receive from the Optionee, on request prior to the date of the surrender or lapse, a quit claim of any interest held by the Optionee therein of that portion of the Property intended for surrender or lapse, together with copies of all plans, assay maps, diamond drill records and factual engineering data in the Optionee's possession and relevant thereto. Any part of the Property so acquired shall cease to be subject to this Agreement.

20. NOTICES

- 20.1. Each notice, demand or other communication required or permitted to be given under this Agreement will be in writing and will be sent by prepaid registered mail deposited in a post office in Canada addressed to the party entitled to receive the same, or delivered to such party, at the address for such party specified or by facsimile, in each case addressed as applicable as follows:

If to the Optionee at:

Rover Critical Minerals Corp.
Suite 908 – 938 Howe Street
Vancouver, BC V6Z 1N9

Attention: Judson Culter
Email: judson@roverCritical Minerals.com

If to the Optionor at:

GenGold2, LLC
3 Knob Hill Road
Park City, UT 84098

Attention: John Zimmerman or Don Merrick
Email: jezimmerman1@comcast.net and donmerrick@msn.com

or to such other address as is specified by the particular party by notice to the others.

- 20.2. The date of receipt of such notice, demand or other communication will be the date of delivery thereof if delivered or the date of sending it by facsimile, or, if given by registered mail as

aforsaid, will be deemed conclusively to be the third day after the same will have been so mailed except in the case of interruption of postal services for any reason whatever, in which case the date of receipt will be the date on which the notice, demand or other communication is actually received by the addressee.

- 20.3. Either party may at any time and from time to time, notify the other party in writing of a change of address and the new address to which notice will be given to it thereafter until further change.

21. GENERAL

- 21.1. This Agreement will supersede and replace any other agreement or arrangement, whether oral or written, heretofore existing between the parties in respect of the subject matter of this Agreement.
- 21.2. No consent or waiver expressed or implied by either party in respect of any breach or default by the other in the performance of such other of its obligations hereunder will be deemed or construed to be a consent to or a waiver of any other breach or default.
- 21.3. The parties will promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance which may be reasonably necessary or advisable to carry out fully the intent of this Agreement or to record wherever appropriate the respective interests from time to time of the parties in the Property.
- 21.4. This Agreement may not be amended except by an instrument in writing signed by each of the Parties hereto.
- 21.5. This Agreement will be governed and construed according to the laws of the State of Nevada and the parties hereby attorn to the jurisdiction of the Courts of the State of Nevada in respect of all matters arising hereunder.
- 21.6. This Agreement will endure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 21.7. This is an option only and except as specifically provided otherwise, nothing herein contained will be construed as creating a partnership arrangement between the parties herein or be construed as obligating the Optionee to do any acts or make any payments hereunder except as otherwise set forth herein, and any act or acts or payment or payments as may be made hereunder will not be construed as obligating the Optionee to do any further act or make any further payment or payments.
- 21.8. Time shall be of the essence of this Agreement.
- 21.9. This Agreement may be executed in any number of counterparts and all such counterparts, taken together, shall be deemed to constitute one and the same instrument. This Agreement may be signed and accepted by facsimile or electronic signature by e- mail.

[remainder of this page left blank intentionally]

IN WITNESS WHEREOF the corporate seals of the Optionor and the Optionee have been hereunto affixed in the presence of their duly authorized officers in that behalf.

ROVER CRITICAL MINERALS CORP.

Per: Judson Culter
B. Judson Culter
CEO and Director

GENGOLD2, LLC

Per: John E. Zimmerman
John Zimmerman
Member/Manager

APPENDIX "A"
PROPERTY

20 unpatented placer claims located in Nye County, Nevada,

FB 717-721 and FB 817-821, located in sections 33 and 34, T. 16 S., R 51 E., MDBM; and

WFB 1714-1718 and WFB 1814-1818, located in sections 3 and 4, T. 17 S., R. 50 E., MDBM.

Other FB and WFB unpatented placer mining claims owned by GenGold2, LLC in Townships 16 S , 50 E, 16 S 51 E, 17 S 50 E, and 17 S 51 E. MDBM, in Nye County, Nevada.

Including FB 514-537, 614-637, 714—716, 722-737, 814-816, 822-837, located in sections 31, 32, 33, and 34, T. 16 S., R 51 E.,

And FB 925-940, 1025-1040, 1129-1140, and 1229-1240, located in sections 5 and 6, T. 17 S., R 51 E., MDBM.

And WFB 1510-1533, 1610-1633, 1710-1713, 1719-1733, 1810-1813, 1819-1833, located in section 3, 4, and 5, T. 17 S. R 50 E., MDBM

And WFB 1310-1325, 1410-1425, 2010-2021, and 20240-2025, located in sections 33 and 34, T. 16 S., R 50 E., MDBM.

APPENDIX "B"
ROYALTY DEED

ROYALTY DEED

FOR THE CONSIDERATION OF TEN DOLLARS and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ROVER CRITICAL MINERALS USA, INC., whose legal office is at 8175 S. Virginia St., #850-393, Reno, NV, USA, 89511 ("ROVER CRITICAL MINERALS USA, INC."), does hereby bargain, sell, transfer, assign, set over and convey to GENGOLD2, LLC, a Utah corporation, whose principal office is at 3 Knob Hill, Park City, Utah 84098 ("GENGOLD2, LLC"), its successors and assigns forever, upon the premises described in Schedule I attached to this Royalty Deed, the royalty as provided in Schedule II attached to this Royalty Deed.

IN WITNESS WHEREOF, this Deed has been executed as of ___th day of _____, 202__.

ROVER CRITICAL MINERALS USA, INC.

By _____
R. Judson Culter
Its _____

AND BY,

ROVER CRITICAL MINERALS CORP., the parent Canadian corporation, with addresses at Suite 908-938 Howe Street, Vancouver, BC, Canada, V6Z 1N9, which holds a 100% ownership interest in Rover Critical Minerals USA, Inc.

By _____
R. Judson Culter
Its _____

City of Kelowna
Province of British Columbia
Country of Canada

This Royalty Deed was sworn before me at Kelowna, British Columbia on this ___th day of ___, 202__.

Notary Public

Schedule I to Royalty Deed: Description of Property and Area of Interest

A. List of claims comprising Property

20 unpatented placer claims located in Nye County, Nevada,

FB 717-721 and FB 817-821, located in sections 33 and 34, T. 16 S., R 51 E., MDBM; and

WFB 1714-1718 and WFB 1814-1818, located in sections 3 and 4, T. 17 S., R. 50 E., MDBM.

Other FB and WFB unpatented placer mining claims owned by GenGold2, LLC in Townships 16 S , 50 E, 16 S 51 E, 17 S 50 E, and 17 S 51 E. MDBM, in Nye County, Nevada.

Including FB 514-537, 614-637, 714—716, 722-737, 814-816, 822-837, located in sections 31, 32, 33, and 34, T. 16 S., R 51 E.,

And FB 925-940, 1025-1040, 1129-1140, and 1229-1240 , located in sections 5 and 6, T. 17 S., R 51 E., MDBM.

And WFB 1510-1533, 1610-1633, 1710-1713, 1719-1733, 1810-1813, 1819-1833, located in section 3, 4, and 5, T. 17 S. R 50 E., MDBM

And WFB 1310-1325, 1410-1425, 2010-2021, and 20240-2025, located in sections 33 and 34, T. 16 S., R 50 E., MDBM.

B. Claim Map with Area of Interest ("AOI")

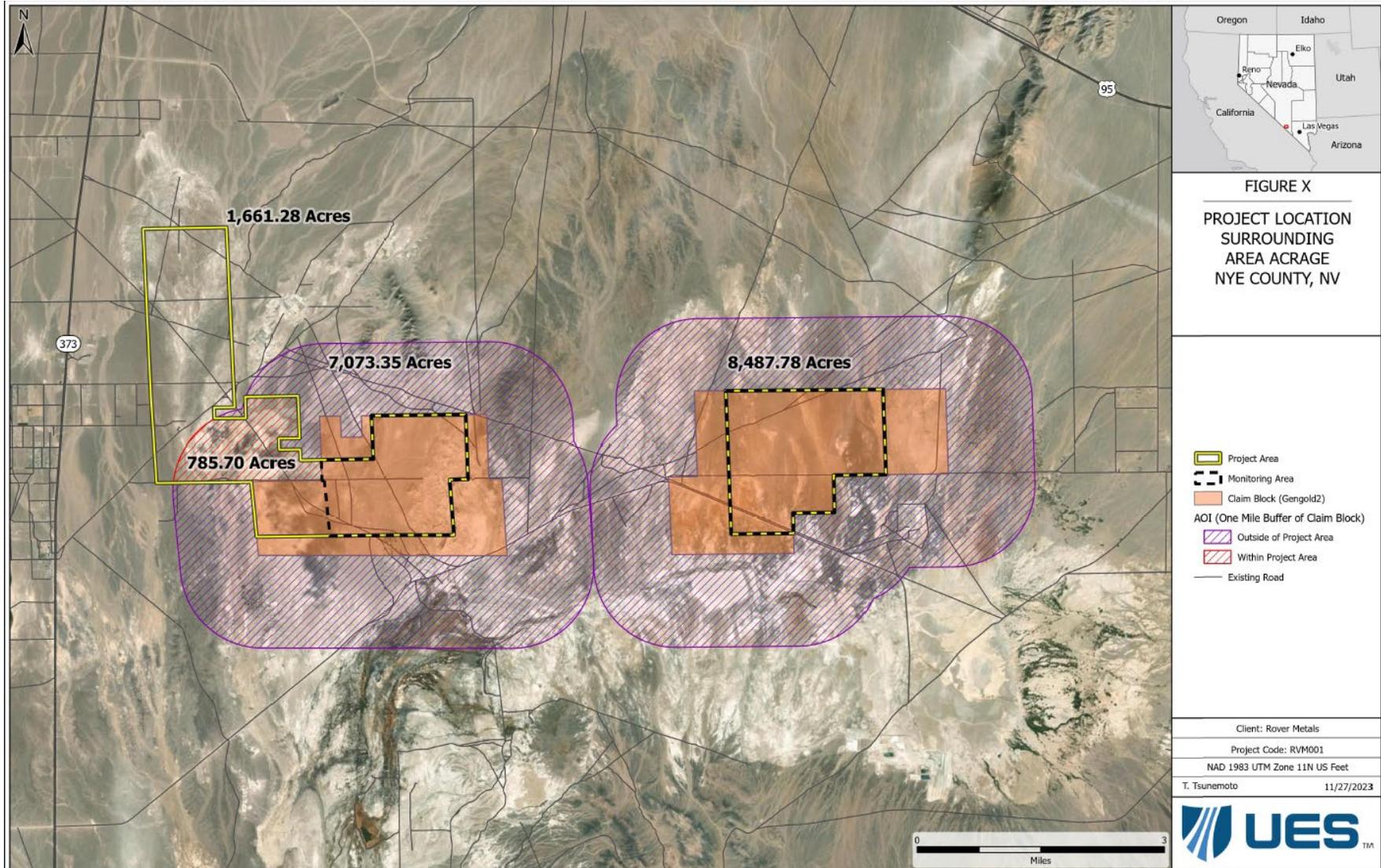


FIGURE X
PROJECT LOCATION
SURROUNDING
AREA ACRAGE
NYE COUNTY, NV

- Project Area
- Monitoring Area
- Claim Block (Gengold2)
- AOI (One Mile Buffer of Claim Block)**
- Outside of Project Area
- Within Project Area
- Existing Road

Client: Rover Metals
 Project Code: RVM001
 NAD 1983 UTM Zone 11N US Feet
 T. Tsunemoto 11/27/2023



Schedule II to Royalty Deed

A. Calculation and Definition of Royalty

1. Definitions. Unless otherwise defined in this Schedule all capitalized words and phrases used herein have the same meaning as in the Royalty Deed. The following words and phrases shall have the following meanings:

(a) "Adjustment Date" shall mean the fifth anniversary of the Conveyance Date and each anniversary of the Conveyance Date thereafter that is a multiple of five.

(b) "Affiliate" shall mean any individual, partnership, joint venture, corporation or other form of enterprise which directly or indirectly controls, is controlled by, or is under common control with, ROVER CRITICAL MINERALS USA, INC. For purposes of the preceding sentence, "control" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise.

(c) "Area of Interest" means all Property within all lands within one (1) mile of the exterior boundaries of the Claims described on Schedule I attached to the Royalty Deed, all as shown on the map attached in Schedule I to the Royalty Deed. In case of any inconsistency between the foregoing description and the Schedules to the Royalty Deed, the Area of Interest shown on the Schedules to the Royalty Deed shall control. See Schedule I B. for a map of a one (1) mile boundary zone as defined herein.

(d) "Concentrates" means minerals of value, the proportion of which in relation to the gangue material contained in bulk material removed from the ground during mining, has been increased through mechanical or chemical segregation, but which still contain impurities.

(e) "Consumer Price Index" shall mean the average for "all items" shown on the "United States city average for urban wage earners and clerical workers, all items, groups, subgroups and special groups of items" promulgated by the Bureau of Labor Statistics of the United States Department of Labor. In the event such Consumer Price Index or a successor or substitute index is not available, a reliable governmental index that closely replicates such Consumer Price Index shall be used in lieu of such Consumer Price Index.

(f) "Conveyance Date" shall mean the date on which the Royalty Deed was recorded in the office of the recorder of Nye County, Nevada.

(g) "Royalty Deed " shall mean the Royalty Deed to which this Schedule is attached.

(h) "Net Smelter Returns" shall have the meaning given in Section 3 of this Schedule.

(i) "Premises" shall mean, collectively, the Claims and all Property within the Area of Interest that on the Conveyance Date was subject to the Royalty provisions hereof or that thereafter becomes subject to the Royalty provisions hereof pursuant to Section 2(b) of this Schedule.

(j) "Products" shall mean Concentrates recovered from minerals of value mined from the Premises, or solutions or cathodes retrieved through leaching or solution mining or other processing of minerals of value mined from the Premises.

(k) "Property" shall mean rights or interests in property, real or mixed, including mineral, surface and water rights.

(l) "Royalty" shall mean the production royalty created under this Royalty Deed.

(m) "Trading Activities" shall have the meaning given in Section 8 of this Schedule.

2. Production Royalty.

(a) Upon commencing production of valuable minerals from the Premises, ROVER CRITICAL MINERALS USA, INC. shall pay GENGOLD2, LLC a Royalty on production shall equal two-percent (2.0%) of the Net Smelter Returns.

(b) Any Property within the Area of Interest acquired by ROVER CRITICAL MINERALS USA, INC. after the Conveyance Date shall be subject to Royalty on production equal to two-percent (2.0%) of the Net Smelter Returns.

3. Net Smelter Returns. "Net Smelter Returns" shall mean the gross value of the first marketable product of ores or concentrates or any other saleable materials shipped to a refinery processor, less the following expenses actually incurred and borne by ROVER CRITICAL MINERALS USA, INC.: (a) standard deductions for the refining cost, transportation, and insurance.

4. Payment of Net Smelter Returns Royalty.

(a) Net Smelter Returns Royalty shall be paid no later than thirty (30) days after receipt of payment from the smelter. Each payment of Net Smelter Returns shall be accompanied by a copy of the smelter settlement sheet or other schedule from which the Net Smelter Returns were calculated.

(b) All payments of Net Smelter Returns Royalty by ROVER CRITICAL MINERALS USA, INC. shall be made to GENGOLD2, LLC at ROVER CRITICAL MINERALS USA, INC.'s election in the form of currency or by check or draft made payable to GENGOLD2, LLC subject to honor upon presentation.

5. Sales to Affiliate. Any smelter, refinery or other purchaser of products owned or controlled by ROVER CRITICAL MINERALS USA, INC. or an Affiliate of ROVER CRITICAL MINERALS USA, INC. shall be deemed to be an arms-length purchaser for purposes of calculating Net Smelter Returns Royalty, and the Net Smelter Returns Royalty from Products purchased by such smelter, refinery or other purchaser shall be computed and determined in accordance with usual custom smelting and refining practices employed by such smelter, refinery or other purchaser for the purchase of ores, minerals, mineral materials, solutions, concentrates or cathodes from one that does not control such smelter, refinery or purchaser, but said Net Smelter Returns Royalty shall be the amount that would have been realized by ROVER CRITICAL MINERALS USA, INC. if such Products had been sold to any smelter, refinery or purchaser that is not controlled by ROVER CRITICAL MINERALS USA, INC. or an Affiliate of ROVER CRITICAL MINERALS USA, ROVER CRITICAL MINERALS USA, INC.

6. Commingling; Prudent Operations. Ores, concentrates, and derivatives mined or retrieved from the Premises may be commingled with ores, concentrates, or derivatives of similar composition mined or retrieved from other properties. All determinations required for calculation of Net Smelter Returns, including without limitation the amount of the Critical Minerals contained in or recovered from ores,

solutions, concentrates, or derivatives mined or retrieved from the Premises, and the amount of the Critical Minerals contained in or recovered from commingled ores, solutions, concentrates or derivatives, shall be made in accordance with prudent engineering, metallurgical and cost accounting practices. All matters relative to the calculation of Net Smelter Returns shall be subject to audit or review at GENGOLD2, LLC' expense (except as otherwise provided by Section 7 of this Schedule) at reasonable intervals and at reasonable times during business hours by qualified accountants and engineers retained by GENGOLD2, LLC.

7. **Conclusiveness of Payment.** GENGOLD2, LLC shall have three months after receipt of any Royalty payment within which to object to such Royalty payment or to the basis therefor or the calculation thereof. If GENGOLD2, LLC fails to provide to ROVER CRITICAL MINERALS USA, INC. written notice of any objection to the Royalty payment or to the basis therefor or the calculation thereof within said three-month period, such Royalty payment shall be deemed conclusively accurate and in full satisfaction of ROVER CRITICAL MINERALS USA, INC.'s obligation therefor, and GENGOLD2, LLC shall be deemed to have waived any and all objection thereto. If GENGOLD2, LLC makes timely objection, and the correct payment exceeds the payment tendered by ROVER CRITICAL MINERALS USA, INC. by more than 5%, all reasonable costs incurred by GENGOLD2, LLC in auditing and establishing the correct amount of such payment shall be reimbursed and borne by ROVER CRITICAL MINERALS USA.

8. **Trading Activities.** ROVER CRITICAL MINERALS USA, INC. may but need not engage in forward sales, futures trading or commodity options trading, and other price hedging, price protection, and speculative arrangements ("Trading Activities") which may involve the possible delivery of base or precious Critical Minerals produced from the Leased Premises. The parties acknowledge and agree that GENGOLD2, LLC shall not be entitled to participate in the proceeds or be obligated to share in any losses generated by ROVER CRITICAL MINERALS USA, INC.'s Trading Activities.

9. **No Implied Covenants.** There shall be no implied covenants in or with respect to the Royalty Deed or this Schedule, other than those of good faith and fair dealing. Without limiting the preceding, the parties intend and agree that ROVER CRITICAL MINERALS USA, INC. is not subject to any implied covenants or duties relating to exploration, development, mining, processing or marketing. Nothing herein shall be deemed to compel ROVER CRITICAL MINERALS USA, INC. to conduct any exploration, development, or other activities on or for the benefit of the Premises, and all decisions concerning the methods, extent, times, rates, procedures, and techniques for any exploration, development, mining, milling, processing, treatment of ores, minerals and other products from the Premises, or whether to stockpile such materials and products without processing the same, and all decisions concerning the timing, terms and conditions of sales of mineral products shall be made by ROVER CRITICAL MINERALS USA, INC. in its sole and absolute discretion.

10. **Governing Law; Forum.** The Royalty Deed and this Schedule and all matters related to them, including performance, breach, interpretation and enforcement, shall be construed in accordance with the laws of the State of Nevada applicable to contracts between residents of that State and executed in and to the performed in that State, without regard for any conflict of laws or choice of laws principles that would require or permit the application of the law of any other jurisdiction. The parties agree that the venue for any legal proceeding initiated by either party to resolve any claim or controversy arising under this Agreement shall be in the courts of the State of Nevada or in the United States district court for the District of Nevada. The prevailing party shall recover from the other its costs and expenses incurred in such proceedings, including reasonable attorney's fees, expert witness fees and costs of suit.

11. Binding Effect. The provisions of this Schedule shall be binding upon and inure to the benefit of the respective successors and assigns of GENGOLD2, LLC and ROVER CRITICAL MINERALS USA, ROVER CRITICAL MINERALS USA, INC.

12. Compliance with Laws and Standards. ROVER CRITICAL MINERALS USA, INC. shall conduct all operations relating to the Area of Interest, or cause the same to be conducted, and shall safeguard and maintain the Premises in compliance with all applicable laws, statutes, ordinances, regulations and rules (including without limitation all environmental, health and safety laws) and in a manner consistent with generally-accepted standards and practices in the mining industry.

13. Indemnification. ROVER CRITICAL MINERALS USA, INC. shall defend, indemnify and hold harmless Seller and Seller's agents, directors, employees, and members (collectively, the "Seller Indemnified Parties") from and against any and all claims, costs, damages, expenses, fines, penalties, demands, governmental proceedings, directives, orders, judgments or liabilities (including, but not limited to, reasonable attorneys' fees, consultant fees, expert witness fees and costs of defending such claims) arising from or relating to Purchaser's activities on or in connection with the Property. The Seller shall defend, indemnify and hold harmless ROVER CRITICAL MINERALS USA, INC. and ROVER CRITICAL MINERALS USA, INC.'s agents, directors, employees, and members from and against any and all claims, costs, damages, expenses, judgments or liabilities arising from or relating to the Seller Indemnified Parties' activities on the Property in the same manner as ROVER CRITICAL MINERALS USA, INC. is obligated to defend and indemnify Seller in accordance with this Section. The provisions of this Section shall survive any termination of this Agreement.

14. Environmental. ROVER CRITICAL MINERALS USA, INC. shall comply in all material respects with all applicable environmental laws. ROVER CRITICAL MINERALS USA, INC. shall promptly reimburse, defend, indemnify and hold harmless the Seller Indemnified Parties from any and all claims, liabilities, obligations, losses, causes of action, demands, governmental proceedings or directives, fines, penalties, expenses, costs (including but not limited to reasonable attorney's fees, consultant's fees and other expert's fees and costs), and damages, which arise from or relate to any non-compliance with applicable environmental laws in connection with ROVER CRITICAL MINERALS USA, INC.'s use of the Property or breach of ROVER CRITICAL MINERALS USA, INC.'s obligations under this Section.