(SIGNATURES FOR PROPERTY PURCHASE OPTION & ROYALTY AGREEMENT)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the Effective Date:

DECEMBER 7, 2023 .

(SIGNED)

_____

Peter Bell
President and CEO
KERMODE RESOURCES LTD
1 - 505 Fisgard St, Victoria, BC V8W 1R3
Tel: 1-250-588-6939 / Email: PeterBellMining@gmail.com

(SIGNED)

_____

James Curtis Vigh

(SIGNED)

_____

Milosz Mielniczuk

(SIGNED)

_____

Luc Lesage

(VIGH GRAPHITE PROJECT)

SCHEDULE A Description of the Property

The project is owned by James Vigh. There are 32 Mineral Claims covering approximately 660 hectares in the Province of British Columbia as listed below:
1108744
1107569
1107957
1096360
1109204
1109205

SCHEDULE B

ALLOCATION OF CASH PAYMENTS AND SHARE ISSUANCES

Owner	Cash Payments	Shares
James Vigh	NONE	Signing: 500,000 Year 3: 500,000
Milosz Mielniczuk	NONE	Signing: 500,000 Year 3: 500,000
Luc Le Sage	NONE	Signing: 500,000 Year 3: 500,000

Other features:
- a Net Smelter Return royalty of five percent 5% with the following buy-down conditions. Three percent 3% can be eliminated for three million dollars $3,000,000, reducing the royalty to 2%. All royalty income and buy-down are payable to James Vigh or nominee.
- a Sales Participation Right (SPR) of ten percent 10% payable to James Vigh or nominee from the gross proceeds of any future transaction where KLM sells the property in the next ten years

MINERAL PROPERTY OPTION AGREEMENT

(VIGH GRAPHITE Project – British Columbia)

THIS AGREEMENT is effective as of the Effective Date

BETWEEN:

James Vigh

Milosz Mielniczuk

Luc Le Sage

(the "**Owners**")

AND: **KERMODE RESOURCES LTD**
of 1 - 505 Fisgard Street, Victoria, British Columbia V8W 1R3

("**Kermode**")

"THE OWNERS":	Kermode:
Mr. James Vigh	Mr. Peter Bell
Email: jamesvigh@outlook.com	Email: *peterbellmining@gmail.com*

WHEREAS:

A. The Owners are the registered and beneficial owner of those mineral claims as more particularly described in Schedule "A" hereto and defined herein as the "Property";

B. The Owners have agreed to grant to Kermode the exclusive option to acquire a 100% interest in the Property, subject to the reservation by the Owners of a Royalty and (as each is herein defined), on the terms and conditions set forth herein,

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the payments by Kermode to the Owners as contemplated herein, and of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby expressly acknowledged by the Owners), the parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement and in the Schedules and the recitals hereto, unless the context otherwise requires, the following expressions will have the following meanings:

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

"**Area of Mutual Interest**" or "**AMI**" means any claims that shall come under force of this agreement in the future.

"Environmental Laws" means laws aimed at reclamation or restoration of the Property; abatement of pollution; protection of the environment; protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, storage or control of hazardous materials and substances; releases or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances as wastes into the environment, including without limitation, ambient air, surface water and groundwater; and all other laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes.

"**Effective Date**" means the date of closing hereunder, after satisfaction of all conditions precedent.

"**Exchange**" means the TSX Venture Exchange.

"**Expenditures**" mean all costs and expenses incurred or that are caused to be incurred by Kermode in the conduct of activities on or in relation to the Property, after the Effective Date, that include the following amounts:

(i) costs necessary to maintain the Property in good standing, including filing or government agency maintenance costs, and any monies expended as required to comply with applicable laws and regulations, including but not limited to government agency fees and costs related to fees paid to any person for cutting down trees or other damage to their properties due to exploration, any costs paid to any person related to the use of private roads, or other payments including legal and other related professional fees in curing title defects and in acquiring and maintaining surface rights;

(ii) in preparing and applying for and acquiring environmental and other permits necessary or desirable to commence and complete exploration activities;

(iii) in construction and ongoing maintenance of unpaved access roads in or around the Property;

(iv) in doing geophysical, geochemical and geological surveys, drilling, assaying and metallurgical testing, including costs of assays, metallurgical testing and other tests and analyses (including downhole testing) to determine the quantity and quality of minerals, water and other materials or substances;

(v) in the preparation and presentation of data and other results obtained from work programs including for the preparation of any preliminary assessment, technical report, pre-feasibility study, feasibility study or other evaluation of the Property (including financial studies and reports on the Property);

(vi) in digging, trenching, sampling, assaying, and testing for minerals;

(vii) in conducting the drilling of holes by any method;

(viii) in transporting minerals, personnel, supplies, mining or milling plant, buildings, machinery, tools, appliances or equipment in, to or from the Property;

(ix) for environmental remediation and rehabilitation;

(x) in acquiring or obtaining the use of facilities, equipment or machinery, and for all parts, supplies and consumables;

(xi) for direct costs of salaries, wages and/or other expenses for persons assigned to exploration, evaluation, development and operation activities;

(xii) for salaries, wages, fees and/or other expenses (including travel costs) of Company personnel incurred as a result of the management and operation of work on the Property and planning for field operations;

(xiii) in supplying food, lodging and other reasonable needs for personnel on the Property;

(xiv) all duties and taxes levied against or in respect of the Property, and for activities on the Property, and all duties and taxes levied against Kermode in connection with operations on the Property;

(xvi) in acquiring any additional mineral rights, water rights and other real property interests within the Area of Mutual Interest necessary to further develop the Property, or to extend the validity period of the Property;

(xvii) in acquiring additional claims or interests in the Area of Mutual Interest;

(xviii) in consulting with and developing lines of communication as well as relationships with local and regional community members and groups; and

(xix) all amounts paid to local and regional community members and groups for access to the Property or to facilitate operations thereon.

"**Governmental Entity**" means any federal, provincial, regional, municipal or other government, governmental department, agency, authority or body (whether administrative, legislative, executive or otherwise), court, tribunal, commission or commissioner, bureau, minister or ministry, board or agency.

"**Interest**" means any legal or equitable interest, whether or not registered or registerable, in and to the mineral claims comprising the Property.

"**Laws**" means any and all federal, state, regional, local, municipal or other law, statute, constitution, principle of common law, resolution, ordinance, proclamation, directive, code, edict, order, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity.

"**NSR**" means net smelter returns, as the same pertains to the Royalty to be retained by the Owners with respect to the Property.

"**Party**" or "**Parties**" means one or more of the parties to this Agreement.

"**Project Information**" means all legal and title information, all maps, drill logs and other drilling data, core tests, pulps, reports, surveys, assays, analyses, production reports, operations, technical, accounting and financial records, and other material information directly pertaining to, and developed in operations on, the Property that is in the possession and control of Kermode or the Owners, (whether in written or

electronic format and whether developed, conceived, originated or obtained by Kermode or the Owners, other than any such information that is not owned by the Owners).

"**Property**" means the mineral claims as more particularly described above, and in the table and map comprising Schedule "A" hereto regardless whether the Owners currently controls such rights or lands; together with all prospecting, research, exploration, exploitation, operating and mining permits, licences and leases associated therewith, mineral, surface, water and ancillary or appurtenant rights attached or accruing thereto, and any mining licence or other form of substitute or successor mineral title or interest granted, obtained or issued in connection with or in place of or in substitution for any such Property (including, without limitation, any Property issued to cover any internal gaps or fractions in respect of such ground).

"**Royalty**" as granted to the Owners hereunder, as more particularly described in Schedule "B" hereto.

"**Sale Participation Right**" means an amount that is payable to James Vigh or nominee from the gross proceeds of any future transaction where KLM sells the property in the next ten years in any way.

"Shares" mean common shares in the capital of Kermode.

1.2 In this Agreement:

(a) **Time** - time is of the essence in the performance of the Parties' respective obligations;

(a) **Headings** - descriptive headings of Articles and Sections are inserted solely for convenience of reference only and are not intended as complete or accurate descriptions of the content of such Articles or Sections;

(b) **Singular, etc**. - use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances as the context otherwise permits;

(c) **Business Day** - whenever payment is to be made or action to be taken under this Agreement on a day other than a Business Day, such payment shall be made or action taken on the next Business Day following such day;

(d) **Currency** – all references to "dollars" or "$" are to the lawful currency of Canada;

(e) **Inclusion** - where the words "including" or "includes" appear in this Agreement, they mean "including (or includes) without limitation"; and

(f) **Legal Reference** - any reference to a law is a reference to such law as in force from time to time, including (i) modifications thereto, (ii) any regulation, decree, order or ordinance enacted thereunder and (iii) any law that may be passed which has the effect of supplementing, re-enacting or superseding the law to which it is referred.

2. OPTION

2.1 The Owners hereby grant to Kermode the sole and exclusive right and option (the "**Option**") to acquire from the Owners all of the Owners' right, title and interest in and to the Property (subject only to the retained Royalty) in accordance with the terms of this Agreement.

2.2 To exercise the Option, Kermode must issue and deliver an aggregate of 3,000,000 Shares to the Owners (collectively the "**Option Price**"), in accordance with the following schedule:

(i) pay no cash to the Owners;

ii) incur no minimum amount of exploration at any time;

(iii) issue and deliver up to 3,000,000 Shares to the Owners, as follows:

(A) 1,500,000 Shares on the Effective Date split evenly between the three owners:

James Vigh

Milosz Mielniczuk

Luc Le Sage

(B) 1,500,000 Shares on or before the Third Anniversary split evenly between three owners:

James Vigh

Milosz Mielniczuk

Luc Le Sage

2.4 As to the Shares issued to the Owners:

(i) those Shares issued pursuant to section 2.2(iii) will be valued at $0.025 per share over the life of the option agreement based on the share price of Kermode on November 20, 2023 the day before the news release announcing the LOI;

(ii) all Shares will be subject to such resale restrictions as imposed by applicable securities laws and the rules and policies of the Exchange; and

(iii) if Kermode undergoes an event involving a capital reorganization, stock dividend, reclassification, subdivision, or consolidation of its Shares, or a merger, amalgamation, or other corporate combination with one or more other entities, or any other event in which new securities of any nature are delivered in exchange for the Shares of Kermode or issued Shares of Kermode are cancelled (a "**Fundamental Change**"), then for any subsequent issue of Shares as provided for in this Agreement, the Owners shall be entitled to receive the number and type of securities that would result, under the terms of the Fundamental Change, from the number of Shares to be issued under this Agreement, as if such Shares had been issued prior to the Fundamental Change. In applying this section, the consequences of Fundamental Changes shall be cumulative, if more than one Fundamental Change occurs before any issuance of Shares provided for in this Agreement.

2.5 Kermode may accelerate any or all of the components comprising the Option Price, so as to exercise the Option at any time sooner than stated in Section 2.2 above. Any Shares issued toward the

Option Price over and above the minimum amounts required in a particular time frame under Section 2.2 shall carry-forward and apply to the next subsequent period(s).

2.6 Except as expressly set out herein, this Agreement is an option agreement only, and all payments comprising the Option Price are and shall remain optional to Kermode, such that Kermode need not pay any of the same. At any time, Kermode may terminate the Option and this Agreement upon giving notice to the Owners.

2.7 Upon Kermode having paid the Option Price in full:

(i) it will have acquired a 100% possessory Interest in the Property (subject only to the Royalty);

(ii) upon notice from Kermode to the Owners, the Owners will deliver to Kermode all documents necessary to be registered with the applicable Governmental Entities to transfer to Kermode a 100% possessory Interest in the Property; and

(iii) Kermode will grant and convey the Royalty to the Owners in accordance with Schedule "B" hereto when the Option has been exercised and the Property has been conveyed to Kermode.

2.8 Notwithstanding the requirements set out in section 2.2, Kermode shall have the benefit of the following curative provisions:

(a) The provisions of section 9.1 will apply for matters of force majeure, title disputes, delays in governmental approvals, and the like.

(b) Should Kermode fail to pay any cash payment or deliver any Shares comprising the Option Price, it will have five business days following receipt of notice of such default to rectify the same.

If a default is not cured in accordance with the above provisions, the Owners may forthwith terminate the Option and this Agreement by written notice to Kermode in accordance with Article 7 and thereafter Kermode will not be entitled to earn any Interest in the Property.

2.9 Closing of this Agreement, and the payment by Kermode of any portion of the Option Price hereunder, is conditional upon Kermode first receiving the approval of the Exchange, which Kermode covenants to apply for as expeditiously as possible.

3. PRE-EXERCISE ACTIVITIES

3.1 The Owners will provide to Kermode all Project Information in its possession or to which it has access on the understanding that the Owners makes no representation as to the accuracy or completeness of such Project Information or the suitability of such Project Information for the purposes of which Kermode intends to use it and Kermode shall use all such Project Information at its own risk.

3.2 While the Option remains in force:

(a) Kermode will plan, manage, direct and control exploration operations toward incurring Expenditures in, on and under the Property in accordance with work programs prepared by it ("**Work Programs**");

(b) All work undertaken by Kermode or the Owners will be done in a prudent and workmanlike manner, consistent with good exploration and mining practices, and in compliance with all applicable Laws.

(c) As part of the Work Programs, Kermode shall have the right to remove from the Property and dispose of reasonable quantities of materials, ores, minerals and metals for the purposes of obtaining assays or making other tests, and may bring upon and erect on the Property such buildings, plant, machinery, and equipment as it may deem advisable provided that appropriate permits have been obtained;

(d) Kermode will pay all taxes, rentals, claim maintenance fees on the Property as may be necessary to keep the Property in good standing (which costs will form part of the Expenditures pursuant to Section 2.2), free and clear of liens, charges and encumbrances of every character arising from operations hereunder (except liens for taxes not yet due, and other claims and liens contested in good faith by Kermode) and to proceed with all diligence to contest or discharge any lien that is filed;

(c) Kermode will file all work to the maximum permissible extent for assessment credits with the appropriate Government Entity, and pay all related fees pertaining to work done on the Property, in a timely manner, so as to keep any and all titles comprising the Property in good standing;

(d) Kermode will permit the Owners or its representatives, at their own expense and risk, access to the Property and all data derived from carrying out work hereunder, provided that in exercising such right the Owners will not unreasonably interfere with the activities of Kermode and that the Owners and their representatives will defend, indemnify and save harmless Kermode and its directors, officers, employees and agents from and against all and any losses, damages, expenses, claims, suits, actions and demands of any kind or nature whatsoever in any way referable to or arising out of the entry, presence or activities of the Owners or their representatives in connection with access to the Property including, without limitation, bodily injuries or death or damage to property at any time resulting therefrom;

(e) Kermode shall assume and discharge, in a timely manner, all responsibility and liability for reclamation and/or environmental damage resulting from work performed on the Property by Kermode, its agents, contractors, joint venture partners and assigns during the term of this Agreement (including the obligations under Part 9 hereof), and post and maintain any bonds as may be required by any Governmental Entity in respect of Kermode's operations on the Property; provided that if Work Programs are undertaken by the Owners, the Owners will bear the responsibilities listed above in this section 3.2(g);

(f) Kermode will provide the Owners with all up-to-date exploration results in its possession on at least a quarterly basis. These results shall include, but not be limited to, internal and public reports whether or not of an interpretive nature, maps, cross-sections, original assay certificates, and all similar data;

(g) Kermode shall pay all expenses incurred by it in its operations on the Property hereunder and shall allow no liens arising from any act of Kermode to remain upon the Property; provided, however, that Kermode shall not be required to remove any such lien as long as Kermode is contesting in good faith the validity or amount thereof;

(h) Kermode shall indemnify Owners against and hold Owners harmless from any suit, claim, judgment or demand whatsoever arising out of Kermode's operations in the exercise of any of its rights pursuant to this Agreement, provided that if the Owners are undertaking any Work Programs, or any person or instrumentality acting on the Owners' behalf shall have been a contributing cause to the event giving rise to such suit, claim, demand or judgment, Owners and Kermode shall be responsible to the extent that each contributed to the cause giving rise to such suit, claim, demand or judgment. Kermode shall maintain insurance to support the indemnification required by this Agreement in an amount of $5,000,000 as comprehensive form

general liability for each occurrence for combined bodily injury and property damage. Owners shall be named as a co-insured under such policies and Kermode shall provide Owners with a certificate of such insurance prior to the commencement of any operations under this Agreement; and

(i) Kermode will, prior to commencing any operations or activities on the Property, obtain, at its expense (which will form part of the Expenditures), all necessary operating and environmental permits required by any Governmental Entity, and the Owners will assist therewith.

4. REPRESENTATIONS AND WARRANTIES

4.1 Kermode represents and warrants to the Owners that:

(a) it is a company duly incorporated, organized and validly subsisting under the laws of its incorporating jurisdiction, and is or will extra-provincially register, or form a subsidiary corporation which is qualified to acquire interests in, and to explore, develop and exploit, mineral properties in British Columbia before undertaking any action on the Property;

(b) it has full power, capacity and authority to carry on its business and to enter into and perform its obligations under this Agreement and any agreement or instrument referred to or contemplated by this Agreement;

(c) all necessary corporate approvals have been obtained and are in effect with respect to the transactions contemplated hereby, and no further action on the part of the directors is necessary or desirable to make this Agreement valid and binding on it;

(d) neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by its constating documents or any agreement to which it is a party; and

(e) it is a reporting issuer in each of British Columbia and Alberta; and its common shares are listed and posted for trading on the Exchange; and is in good standing with the Exchange and all applicable provincial securities regulators.

4.2 The Owners hereby represents and warrants to Kermode that:

(a) it has full power, capacity and authority to enter into and perform its obligations under this Agreement and any agreement or instrument referred to or contemplated herein;

(b) it has the exclusive right to enter into this Agreement and has all necessary authority to dispose of an Interest in and to the Property in accordance with the terms of this Agreement;

(c) neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which it is a party;

(d) the mineral claims comprising the Property are accurately described in Schedule “A” hereto,

(e) all of the claims comprising the Property, (i) are duly and validly made, and recorded with the applicable mining authority pursuant to all applicable Laws, and (ii) are held as to a 100%

possessory Interest by the Owners in and to each of the mineral claims comprising the Property free and clear of all liens, charges, royalties and encumbrances (other than as set forth herein);

(f) to the best of its knowledge, there is no reason to believe that Kermode will not be able to obtain all necessary access, leases, easements, rights of way, permits or licences from Governmental Entities that are required to fully and properly explore the Property for minerals;

(g) it has not used or permitted to be used, released, generated, manufactured, processed, distributed, treated, stored, transported or handled any hazardous substance on the Property except in compliance with all Environmental Laws; and it has no knowledge of the presence of any hazardous substance on, in or under the Property in violation of Environmental Laws;

(h) neither it nor the Property is subject to any current, pending or threatened claim, action, notice, demand, allegation, investigation, proceeding, application, order, judgment, requirement or directive which relates to a violation of Environmental Laws, and which may require or result in any work, repairs, rehabilitation, reclamation, remediation, construction, obligations, liabilities or expenditures (and, to the knowledge of the Owners, there is no basis for such a claim, action, notice, demand, allegation, investigation, proceeding, application, order, judgment, requirement or directive); or allegation, demand, direction, order, notice or prosecution with respect to any Environmental Law, and the Owners have not settled any allegation of non-compliance with Environmental Laws;

(i) to the knowledge of the Owners, there are no pending or proposed changes to Environmental Laws or other Laws that would render illegal or materially restrict the proposed operations of Kermode with respect to the Property;

(j) no other person has any right of first refusal or similar right to acquire any Interest in the Property or to prohibit the transfer thereof; nor has any material contract affecting the Property including any back-in rights, earn-in rights, rights of first refusal or similar provisions or material rights;

(k) to the knowledge of the Owners and except as described in Exhibit A, there is no adverse claim or challenge against or to the ownership of or title to the Property, including any claims by First Nations; nor to its knowledge is there any basis therefore;

(l) there are no actions, suits or proceedings which could materially affect its Interest in the Property, and to the knowledge of the Owners, no such actions, suits or proceedings are contemplated or have been threatened;

(m) there are no judgments against the Owners which are unsatisfied, nor is the Owners subject to any consent decrees or injunctions which may affect the Property;

(n) it has no knowledge of any Governmental Entity seeking to or intending to revoke any Interest in the Property; nor has there been any notice from any Governmental Entity of any intention of expropriating the Property or converting any or all of it into any protected area such as a park or a conservation area;

(o) there has been no notice from any third party person or group of any claim for possession or occupation of the Property;

(p) all fees charged by any Governmental Entity related to the rendering of decisions (or public hearings) pertaining to the Property have been paid by the Owners in time and in accordance with Laws;

(q) any exploration fees have been paid in time and in accordance with Laws and permit conditions stipulated in the decisions consisting of the Property;

(r) to the best of the Owners's knowledge, there are no protected species or animals, protected breeding or resting places of animals, nature reserves, conservation areas, wilderness areas, rights of indigenous people or areas meant for wildlife management, campsites established by any Government Entity, relics, protected landscape areas, national parks, or other similar protected rights or areas in or in the close vicinity of the area comprising of the Property which may prohibit the development of any part of the Property into a mine;

(s) no interest in the Property has been pledged as security for a loan by the Owners;

(t) to the extent required by Laws, all assessment or exploration reports have been submitted to the mining authorities in time;

(u) to the best of the Owners's knowledge, there are no restrictions to access to the Property along existing roadways; and

(v) other than this Agreement, there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof, and no person has any royalty or other Interest whatsoever in any minerals in, on or under, or in any production from, the Property (other than as specified herein).

4.3 The representations and warranties hereinbefore set out are conditions on which the Parties have relied in entering into this Agreement and will survive the acquisition of any Interest in the Property by Kermode and each of the Parties will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by it and contained in this Agreement.

5. COVENANTS OF THE OWNER

5.1 During the currency of this Agreement, the Owners covenants and agrees with Kermode to:

(a) so long as Kermode is not in default hereunder, not do any act or thing which would in any way adversely affect the rights of Kermode hereunder;

(b) make available to Kermode and its representatives all Project Information and permit Kermode and its representatives at its own risk and expense to take abstracts therefrom and make copies thereof;

(c) cooperate as reasonably necessary with Kermode in obtaining any permits related to the Property as Kermode deems desirable; and

(d) promptly provide Kermode with any and all notices and correspondence received by the Owners from any relevant Governmental Entity in respect of the Property and further request such agencies to copy Kermode on all correspondence and notices.

6. AREA OF MUTUAL INTEREST

6.1 The Owners shall provide an "Area of Mutual Interest" whereby additional claims are staked. This shall include all contiguous claims from either party or jointly. And also any other claims agreed to in the future.

7. SALE PARTICIPATION RIGHT

7.1 A Sales Participation Right (SPR) of ten percent 10% payable to James Vigh or nominee from the gross proceeds of any future transaction where KLM sells the property in the next ten years

8. TERMINATION OF OPTION

8.1 This Agreement, except for the provisions of Section 9, and the Option will (unless otherwise agreed by the Owners in writing) terminate:

(a) in accordance with any written notice given by the Owners to Kermode in accordance with Section 2.9; or

(b) in accordance with written notice given by the Owners to Kermode in the event of any material breach of a material covenant (not covered by Section 2.9) by Kermode, which is not remedied within 45 days following written notice from the Owners requiring Kermode to remedy such default, or if steps have not been initiated to remedy such breach if the same cannot be remedied within such 45- day period and diligently pursued to conclusion; or

(c) if Kermode gives notice in accordance with Subsection 8.2.

8.2 At any time prior to exercising the Option, Kermode will have the right to terminate this Agreement and the Option by giving not less than 30 calendar days' notice to that effect to the Owners.

9. OBLIGATIONS AFTER TERMINATION OF OPTION

9.1 If this Agreement is terminated pursuant to Section 7 above, this Agreement, including the Option, but excluding this Section 8 (which will continue in full force and effect for so long as is required to give full effect to the same) will be of no further force and effect except that Kermode will:

(a) leave the Property:

(i) in good standing and in accordance with the applicable Laws and Environmental Laws,

(ii) having filed all work with the appropriate Government Entity to the maximum permissible extent for assessment credits, and having paid all related fees pertaining to work done on the Property;

(iii) free and clear of all liens, charges and encumbrances arising from this Agreement or its operations hereunder,

(iv) in a safe and orderly condition, and

(v) in a condition which is in compliance with all applicable rules and orders of Governmental Entities with respect to reclamation and restoration of the surface to the Property;

(b) Kermode will pay all claim maintenance fees and recording fees for proof thereof for the following 3 months;

(c) deliver to the Owners, within 90 calendar days of termination, a report on all work carried out by Kermode on the Property, copies of all assessment reports or filings, together with copies of all maps, drill-hole logs and sections, assay results and original assay certificates, reports (including interpretations thereof) and all other information compiled or prepared by or on behalf of Kermode with respect to work on or with respect to the Property, and make available to the Owners (at the place of storage) all core, samples and sample pulps and rejects;

(d) unless otherwise agreed by the Owners, remove from the Property within six months of the effective date of termination all materials, equipment and facilities erected, installed or brought upon the Property by or at the instance of Kermode;

(e) deliver to the Owners a duly executed quitclaim of all right, title and Interest of Kermode in and to the Property in favor of the Owners; and

10. FORCE MAJEURE AND DELAYS

10.1 If (i) Kermode should be delayed in or prevented from undertaking work on the Property or performing any of the terms, covenants or conditions of this Agreement by reason of a cause beyond its control, whether or not foreseeable, excluding lack of funds but including fires, floods, earthquakes, subsidence, ground collapse or landslides, interruptions or delays in transportation or power supplies, strikes, lockouts or other labour disruptions, wars, acts of God, health epidemics or pandemics, government regulation (including restrictions on travel and work during a pandemic) or interference or the inability to secure on reasonable terms any private or public permits or authorizations, including those from indigenous or local persons, unusually harsh or adverse weather conditions, or (ii) there are any disputes as to ownership or title to any part of the Property or to the minerals therein, which cause Kermode, in its reasonable opinion, to stop making Option payments (including the payment of cash and the issuance of Shares), then any such failure on the part of Kermode to so perform shall not be deemed to be a breach of this Agreement and the time within which Kermode is obliged to comply with any such term, covenant or condition of this Agreement shall be extended by the total period of all such delays or title disputes up to a maximum period of 36 months. In order that the provisions of this Section may become operative, Kermode shall give notice in writing to the Owners, forthwith and for each new cause of delay or prevention and shall set out in such notice particulars of the cause thereof, and the day upon which the same arose, and shall take all reasonable steps to remove the cause of such delay or prevention, and shall give like notice forthwith following the date that such cause ceased to subsist.

10.2 During any period of force majeure pursuant to section 9.1, Kermode will continue to ensure the claims comprising the Property, and any property taxes if applicable, remain in good standing, the costs of which will constitute Expenditures hereunder.

11. NOTICES

11.1 Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by the delivery of the same or by mailing the same by prepaid registered or certified mail or by sending the same by e-mail or other similar form of communication, in each case addressed to the address first listed above.

11.2 Any notice, direction or other instrument will:

(a) if hand delivered to the respective representative listed above, be deemed to have been given and received on the day it was delivered;

(b) if mailed, be sent via trackable method and deemed to have been given and received on the delivery date indicated by the mail carrier, except in the event of disruption of the postal service in which event notice will be deemed to be received only when actually received; and

(c) if sent by email or other similar form of communication, be deemed to have been received upon receipt if sent during normal business hours in the jurisdiction of the receiving party, otherwise the next business day.

11.3 Any Party may at any time give to the other notice in writing of any change of address of the Party giving such notice and from and after the giving of such notice the address or addresses therein specified will be deemed to be the address of such Party for the purposes of giving notice hereunder.

12. ARBITRATION

12.1 Any dispute, controversy or claim arising out of or relating to this Agreement or the subject matter of this Agreement, or the breach, termination, or invalidity of this Agreement, shall be settled by binding arbitration as provided in this section 12.

12.2 There shall be one arbitrator appointed by the Parties who shall be disinterested in the dispute, controversy or claim, shall have no connection with any Party and shall have knowledge or experience in the general subject matter to be arbitrated. If the Parties fail to agree on an arbitrator within 20 days after arbitration is initiated, the Parties shall each submit the names of three persons to a judge of the BC Supreme Court who shall appoint the arbitrator. If one Party fails to submit a list, such judge shall appoint the arbitrator from the list submitted by the other Party.

12.3 The place of arbitration shall be in Vancouver, British Columbia, unless otherwise agreed by the Parties. If the parties do not agree on a procedure, the then current provisions of the Arbitration Act of British Columbia shall apply to the extent they are not inconsistent with this section. The arbitrator shall apply the law as made applicable by the Agreement.

12.4 The decision in the arbitration shall be rendered, unless otherwise agreed by the Parties, no later than 30 days after the date the hearings were closed. The decision of the arbitrator shall be in writing and shall be final and binding on the Parties. If the Parties settle the dispute in the course of arbitration, such settlement shall be approved by the arbitrator on request of either Party and become the award.

13. GENERAL

13.1 Each Party will be responsible for its respective costs incurred in connection with the preparation, execution and approval of this Agreement.

13.2 The Parties will execute such further and other documents and do such further and other things as may be necessary or convenient to carry out and give effect to the intent of this Agreement.

13.3 All payments to be made to any Party hereunder may be made by cheque or bank draft mailed or delivered to such Party at its address for notice purposes as provided herein, or sent by wire transfer or deposited for the account of such Party at such bank or banks as such Party may designate from time to time by notice to the paying Party.

13.4 This Agreement will endure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.5 This Agreement shall constitute the entire agreement between the Parties and replaces and supersedes all prior agreements, arrangements, negotiations and representations, whether oral or written, express or implied, statutory or otherwise between the Parties with respect to the subject matter herein.

13.6 This Agreement will be governed by and construed according to the laws of British Columbia.

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SCHEDULE C

ROYALTY AGREEMENT

VIGH GRAPHITE

Between:

Kermode Resources Ltd.

and:

JAMES VIGH OR NOMINEE

EXCLUDING ALL OTHERS

As at the Effective Date

NET SMELTER RETURNS ROYALTY AGREEMENT

THIS AGREEMENT dated as of the Effective Date.

BETWEEN:

KERMODE RESOURCES LTD.

1 - 505 Fisgard Street, Victoria, British Columbia V8W 1R3

(the "Payor")

- and -

JAMES VIGH OR NOMINEE

EXCLUDING ALL OTHERS

(the "Royalty Holders")

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties covenant and agree as follows:

1. Interpretation

1.1 In this agreement, unless otherwise provided:

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

"Agreement" means this Net Smelter Returns Royalty Agreement.

"Allowable Deductions" means all costs, charges and expenses paid, incurred, or deemed incurred by the Payor for or with respect to Products including:

(a) charges for treatment in the smelting, refining and other beneficiation process (including handling, processing, interest, and provisional settlement fees, weighing, sampling, assaying, umpire and representation costs, penalties, and other processor deductions but excluding any beneficiation costs),

(b) actual costs of transportation (including loading, freight, insurance, security, transaction taxes, handling, port, demurrage, delay, and forwarding expenses incurred by reason of or in the course of transportation) of Products from the Property to the place of treatment and then to the place of sale,

(c) costs or charges of any nature for or in connection with insurance, storage, or representation at a smelter or refinery for Products or refined metals,

(d) sales and brokerage costs, and

(e) applicable taxes, royalties, fees and charges paid to governmental authorities including sales, use, severance, excise, net proceeds of mine, and any tax on or measured by the value of mineral production, but not including income taxes of the Payor or the Royalty Holders,

provided that whether Products are processed on or off the Property in a facility wholly or partially owned by the Payor or a shareholder of the Payor or by an Affiliate of the Payor or an Affiliate of a shareholder of the Payor, Allowable Deductions will not include any costs that are in excess of those which would be incurred on an arm's length basis, or which would not be Allowable Deductions if those Products were processed by an independent third party.

"Business Day" means a day on which banks are generally open for business in the Party's jurisdiction.

"**Commencement of Commercial Production**" means the date when Commercial Production first occurs.

"**Commercial Production**" means:

(a) if a mill is located on the Property, the processing of ore from the Property at the mill for the purpose of generating Products; or

(b) if a mill is not located on the Property, the shipment of ore from the Property on a reasonably regular basis for the purpose of earning revenues;

provided however, Commercial Production does not include the shipment of ore or concentrate from the Property for testing purposes, or milling operations which are undertaken as initial tune-up or start-up.

"NSR Royalty" or "**Royalty**" has the meaning set forth at Section 3.2.

"**Party**" **or "Parties**" means one or more of the parties to this Agreement.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"Products" means all ores, dore, concentrates, mineral products, metals and minerals which are produced or extracted by or on behalf of the Payor from the Property.

"Property" means the exploration claims, as shown for general reference in SCHEDULE A.

"Property Option Agreement" that Mineral Property Option Agreement dated as of JUNE 28, 2022 hereto between the Royalty Holders and the Payor, whereby the Payor was granted an exclusive option to acquire the Property from the Royalty Holders in consideration of, among other things, the grant of the Royalty hereunder.

"Quarterly Average Metal Price" means the arithmetic mean of the daily or other periodic price per unit for the relevant metal or mineral, as quoted by "Commodity Exchange Inc." and calculated

separately during the quarter in question provided, however, that if any such price ceases to be so published or the basis of determining the same is changed in any material manner that is adverse to either or both of the Parties, either Party may require the designation of a price and/or publication in substitution for the relevant one designated above, and if within thirty (30) days after so requiring such substitution the Parties have not agreed upon a substitute publication or quotation, the same shall be designated by arbitration hereunder and such designation shall be final and binding upon the Parties.

1.2 In this Agreement:

(a) the singular includes the plural and vice versa;

(b) the masculine includes the feminine and vice versa;

(c) all references to "dollars" or "$" are to the lawful currency of Canada;

(d) words such as "include" and "including" when following any general statement, term or matter, shall not be construed to limit that general statement, term or matter to the specific items or matters immediately following those words or to similar items or matters following those words or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of that general statement, term or matter;

(e) all provisions requiring a Party to or refrain from doing something shall be interpreted as the covenant of that Party with respect to that matter notwithstanding the absence of the words "covenants" or "agrees" or "promises";

(f) all provisions requiring a Party to do something shall be interpreted as including the covenant of that Party to cause that thing to be done when the Party cannot directly perform the covenant but can indirectly cause that covenant to be performed, whether by an Affiliate under its control or otherwise;

(g) the words "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions when used in this Agreement refer to the whole of this Agreement and not to any particular part, section, exhibit or portion thereof; and

(h) the provisions of this Agreement shall apply only to legal relations between the Parties in their respective capacities as Payor and Royalty Holders under this Agreement and shall not amend, limit, expand or otherwise affect their legal relations pursuant to any other agreements or relationships between them.

1.3 If any provision of this Agreement or its application to any circumstance shall be held invalid, illegal, or unenforceable in any respect, such provisions shall be severed from this Agreement, or from application to the circumstance, and the validity, legality, and enforceability of all other provisions and applications hereof shall not in any way be affected or impaired.

1.4 SCHEDULE A, attached to this Agreement, showing the claim numbers and the general position of the mineral claims subject to this Agreement, is by reference incorporated into and forms part of this Agreement.

1.5 Except as may otherwise be specifically provided, this Agreement shall be governed by and construed in accordance with the laws of British Columbia.

1.6 If any time period set forth in this Agreement ends on a day of the week which is not a Business Day, then notwithstanding any other provision of this Agreement, such period shall be extended until the end of the next following day which is a Business Day.

1.7 It is the intention of the Parties that the Royalty be and shall be construed to be an interest in land which shall run with the Property, be enforceable as an *in rem* interest, and be registerable or otherwise recordable in all public places where interests in land in respect of the Property are recordable, and the Payor shall execute such further documents as may be necessary for the timely and effective recording or registration of this Agreement or of a caution, notice or caveat in respect of this Agreement, in such public places.

2. Representations by the Parties

2.1 The Parties represent and warrant, each to the other, that:

(a) this Agreement constitutes a legal, valid and binding agreement which is enforceable against it in accordance with its terms; and

(b) the execution, delivery and performance by it of its obligations hereunder have been duly authorized by all necessary action, corporate or otherwise, and no third party approvals are required.

3. Conveyance of Royalty

3.1 The Payor hereby grants and conveys the NSR Royalty unto the Royalty Holders.

3.2 On the terms and conditions specified in this Agreement, the Payor shall pay to the Royalty Holders an amount calculated as 1% of the gross value of all Products derived and shipped from the Property (the "**NSR Royalty**" or "**Royalty**") as that value is shown by the written statements provided to the Payor by the smelter or refinery which smelts or refines the Products, less Allowable Deductions and no other deductions.

3.3 For greater certainty, Allowable Deductions shall be based upon arms-length industry standards and if Products are processed on or off the Property in a facility wholly or partially owned by the Payor or a shareholder of the Payor or by an Affiliate of the Payor or an Affiliate of a shareholder of the Payor, Allowable Deductions shall not include any costs that are in excess of those which would be incurred on an arm's length basis, or which would not be Allowable Deductions if those Products were processed by an independent third party.

3.4 The Owners, as a condition of receiving payment hereunder, must nominate one person to act as agent and common trustee for receipt of monies payable hereunder and to otherwise deal with the Payor in respect of such interests (including, without limitation, the giving of notice to take or cease taking in kind), and no other Owner shall be entitled to administer or enforce any provisions of this Agreement except through such agent and trustee. The Payor shall, after receipt of notice respecting the nomination of such agent and trustee, thereafter make and be entitled to make payments due hereunder in respect of the Royalty to such agent and trustee and to otherwise deal with such agent and trustee as if it were the sole holder of the Royalty hereunder.

3.4 If the Payor sells or causes the sale of Products other than to a smelter or refinery or otherwise causes the removal of Products from the Property, the Royalty shall be calculated on the gross value of

recoverable metals and minerals contained in such Products, without deductions except for penalties or offsets in respect of ore dependent factors, if any, imposed by the buyer in relation to the specific Products delivered. The amount of recoverable metals and minerals contained in Products removed from the Property shall be calculated and determined based upon assays, metallurgical tests and such other analyses as are customary in the industry which are conducted in a manner satisfactory to both Parties acting reasonably. If the Parties are unable to agree on the manner of conducting such assays, tests and analyses for a period of 30 days, either Party may refer the question to arbitration hereunder and the decision of the arbitrator shall be final and binding upon the Parties. The gross value of such metals and other minerals shall be determined by multiplying the amount of such recoverable metals and minerals by the Quarterly Average Metal Price.

4. Payor to Determine Operations

4.1 The Payor may, but shall not be obligated to, treat, mill, heap leach, sort, concentrate, refine, smelt, or otherwise process, beneficiate or upgrade the ores, concentrates, and other Products at sites located on or off the Property, prior to sale, transfer, or conveyance to a purchaser, user, or consumer. The Payor shall have complete discretion concerning the nature, timing and extent of all exploration, development, mining and other operations conducted on or for the benefit of the Property and may suspend operations and production on the Property at any time it considers prudent or appropriate to do so. The Payor shall owe the Royalty Holders no duty to explore, develop or mine the Property, or to do so at any rate or in any manner other than that which the Payor may determine in its sole and unfettered discretion.

5. Transfer or Buy-Down of the Royalty

5.1 The Payor may at any time buy-down or purchase three percentage points of the Royalty (3% NSR) for and in consideration of paying to the Owners (in such individual amounts as they may direct) the sum of $3,000,000. The Payor may exercise this buy-down in whole or in part at the sole discretion of the Payor.

(A) Any payment towards the buy-down price shall only go to James Vigh or nominee.
(B) Three percent 3% can be eliminated for three million dollars $3,000,000, reducing the remaining royalty to two percent 2%.

5.2 Subject to section 5.3, the Royalty Holders may convey or assign all or any undivided portion of the Royalty payable either for a stated term of years or up to a specified dollar amount, or in its entirety, provided that:

(i) such conveyance or assignment shall not be effective against the Payor until the assignee has delivered to the Payor a written and enforceable undertaking, whereby such assignee agrees to be bound, to the extent of the interest assigned, by all of the terms and conditions of this Agreement and the rights of the Payor under the Property Option Agreement; and

(ii) notwithstanding any assignment by the Royalty Holders, the Payor shall not be or become liable to make payments in respect of the Royalty to, or to otherwise deal in respect of this Agreement with, more than one person. If the interests of the Royalty Holders hereunder are at any time owned by more than one person, such owners shall, as a condition of receiving payment hereunder, nominate one person to act as agent and common trustee for receipt of monies payable hereunder and to otherwise deal with the Payor in respect of such interests (including, without limitation, the giving of notice to take or cease taking in kind) and no royalty owner shall be entitled to administer or enforce any provisions of this Agreement except through such agent and

trustee. In such events, the Payor shall, after receipt of notice respecting the nomination of such agent and trustee, thereafter make and be entitled to make payments due hereunder in respect of the Royalty to such agent and trustee and to otherwise deal with such agent and trustee as if it were the sole holder of the Royalty hereunder.

5.3 The Royalty Holders hereby grant the Payor the right of first offer to acquire any interest in the Royalty which such Royalty Holders may seek to dispose of (the "**Royalty Interest**") at any time during the term of this Agreement; in accordance with the following procedure:

(i) The Royalty Holders shall deliver to the Payor a written notice (the "**Notice**") stating: (A) the Royalty Holders' bona fide intention to sell or otherwise transfer such Royalty Interest; (B) confirming that the proposed purchaser or other transferee (the "**Proposed Transferee**") is arm's length to the Royalty Holders and that the provisions of section 5.4 below do not apply; (C) the nature of the Royalty Interest to be transferred to each Proposed Transferee; and (D) the material terms and conditions of each proposed sale or transfer. The Royalty Holders shall offer the Royalty Interest at the same price (the "**Offered Price**") and upon the same terms (or terms as similar as reasonably possible) to the Payor or its assignee(s);

(ii) At any time within 30 days after receipt of the Notice (the "**Right of First Offer Period**"), the Payor and/or its assignee(s) may, by giving written notice to the Royalty Holders, elect to purchase all or a portion of the Royalty Interest proposed to be transferred to the Proposed Transferee(s), at the Offered Price. Such acceptance shall constitute a binding agreement of purchase and sale between the parties in respect of the offered Royalty Interest on the terms and conditions set out in the Notice;

(iii) If the Payor does not accept the offer within the 30 day period, the Royalty Holders may complete a purchase and sale of the offered Royalty Interest to the Proposed Transferee on the terms and conditions set out in the Notice and such purchase and sale shall be completed before the earlier of: (i) 90 days from the expiration of the Right of First Offer Period; and (ii) 90 days from the date that the Payor notifies the Royalty Holders that it shall not be accepting the offer, failing which the Royalty Holders must again comply with the provisions of this Section 5.3 in respect of a purchase and sale of a Royalty Interest;

(iv) If the Offered Price includes consideration other than cash, the cash equivalent value of the non-cash consideration shall be determined by the Payor's Board of Directors in good faith; and

(v) Closing of the purchase and sale of the Royalty Interest pursuant to the right of first offer hereunder shall occur within 60 days following expiry of the Right of First Offer Period. Payment of the Offered Price shall be made, at the option of the Payor or its assignee(s), in cash (by cheque or wire transfer of immediately available funds), by cancellation of all or a portion of any outstanding indebtedness, or by any combination thereof.

5.4 Section 5.3 shall not apply to a transfer of any Royalty Interest which is made by the Royalty Holders to an Affiliate, provided that (a) the Royalty Holders deliver notice of the transfer to the Payor at least 10 days prior to the transfer; (b) concurrently with such transfer, the transferee does or causes to be done all such acts as are required for the transferee to become a Party to this Agreement, and assume all obligations of the Royalty Holders hereunder as with respect to the Royalty Interest so transferred, including the obligations under section 5.2 above; (c) the Royalty Holders execute such documents as the Payor may reasonably require to guarantee the performance of the obligations of the transferee hereunder; and (d) the transferee agrees in writing with the Payor to re-Transfer such Royalty Interest to the Royalty Holders before ceasing to be an Affiliate of such Royalty Holders.

6. Payment Obligations

6.1 The obligation to pay the Royalty shall accrue upon actual receipt of payment by the Payor for Products sold.

6.2 The NSR Royalty shall be due and payable quarterly (for the three months ended March 31, June 30, September 30 and December 31 of each year) on the last day of the month next following the end of the calendar quarter in which the payment obligation in respect of such Products accrued.

Royalty payments shall be accompanied by a statement which is certified to be correct by a senior officer of the Payor showing in reasonable detail the basis upon which the Royalty payment was determined including, without limitation:

(i) the quantities and grades of Products produced and removed from the Property in the preceding calendar quarter;

(ii) the gross value of Products delivered to a smelter or refinery, as reflected by written statements provided by the smelter or refinery;

(iii) true and up to date copies of any agreements pursuant to which Products are smelted or refined;

(iv) copies of all assay results obtained from Products which are removed from the Property;

(v) an accounting of actual cash receipts and Allowable Deductions; and

(vi) such other pertinent information as the Royalty Holders may request, in sufficient detail to further explain the calculation of the Royalty payment.

In addition, within ninety (90) days after the end of each calendar year, the Payor shall deliver to the Royalty Holders a statement setting forth a summary of the determination of the Royalty payable to the Royalty Holders for such year certified to be correct by a senior officer of the Payor, together with a written confirmation by the Payor's independent auditor which is addressed to the Royalty Holders and which confirms that the independent auditor has examined such statement and found the determination therein contained to have been made in accordance with the provisions of this Agreement.

6.4 All Royalty payments shall be considered final and in full satisfaction of all obligations of the Payor with respect thereto, unless the Royalty Holders give the Payor written notice describing and setting forth a specific objection to the determination thereof within ninety (90) days after receipt of the Royalty Holders of the annual statement delivered pursuant to Section 6.2. If the Royalty Holders object to a statement as herein provided, the Royalty Holders shall, for a period of sixty (60) days after the Payor's receipt of notice of such objection, have the right, upon reasonable notice and at a reasonable time, to commence to have the Payor's accounts and records relating to the production of the Products and the calculation of the Royalty in question audited by a chartered professional accountant acceptable to the Royalty Holders and to the Payor. If such audit determines that there has been a deficiency or an excess in the payment made to the Royalty Holders such deficiency or excess shall be resolved by adjusting the next quarterly Royalty payment due hereunder. If production has ceased, settlement shall be made between the parties by cash payment. The Royalty Holders shall pay all costs of such audit unless a deficiency of two percent (2.0%) or more of the amount due to the Royalty Holders is determined to exist, in which case the Payor shall pay the costs of such audit. Failure on the part of the Royalty Holders to make claim on the Payor for adjustment in such 90-day period shall establish the correctness of the payment and preclude the filing of exceptions thereto or making of claims for adjustment thereon.

6.5 All payments to be made under this Agreement shall be made in Canadian dollars.

6.6 Payments hereunder shall be made without demand, notice, set-off, or reduction, by wire transfer in good, immediately available funds, to such account or accounts as the Royalty Holders may designate pursuant to wire instructions provided by the Royalty Holders to the Payor not less than three (3) business days prior to the dates upon which such payments are to be made.

6.7 The Payor shall have the right to market and sell Products in any manner it may elect, and shall have the right to 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 physical delivery of Products. The Royalty shall not apply to, and the Royalty Holders shall not be entitled to participate in, the proceeds generated by the Payor, or an Affiliate, in Trading Activities or in the actual marketing or sales of Products. In determining the value of Products subject to the Royalty, the Payor shall not be entitled to deduct any losses suffered by the Payor or an Affiliate in Trading Activities. In the event that the Payor engages in Trading Activities, the Royalty shall be determined on the basis of the gross value of Products produced, as set forth in this Agreement, and without regard to the price or proceeds actually received by the Payor, for or in connection with the sale, or the manner in which a sale to a third party is made by the Payor.

6.8 All books and records used by the Payor to calculate NSR Royalty due hereunder shall be kept in accordance with generally accepted accounting principles in Canada and shall be available to the Royalty Holders, its auditors and its authorized agents on a confidential basis as required pursuant to Section 10.1 during normal business hours and after reasonable notice, provided that the Royalty Holders will exercise their access rights pursuant to this section so as to minimize interference with the Payor's conduct of its business.

7. Blending or Commingling

7.1 There shall be no blending or commingling of Products with any products mined or otherwise produced from any other properties or mining operations without the express written consent of the Royalty Holders, which consent shall not unreasonably be withheld. In the event that commingling of Products is permitted pursuant to this Section, Allowable Deductions shall not include any penalties or offsets or any other item which arises as a result of or in relation to any material with which Products hereunder are commingled.

8. Indemnity

8.1 The Payor agrees that it shall defend, indemnify, reimburse and hold harmless the Royalty Holders, its officers, directors, shareholders, employees and its successors and assigns (collectively the "Indemnified Parties"), and each of them, from and against any and all claims, demands, liabilities, actions and proceedings, which may be made or brought against the Royalty Holders or which they may sustain, pay or incur that howsoever result from or relate to operations conducted on or in respect of the Property that results from or relate to the mining, handling, transportation, smelting or refining of the Products or the handling of transportation of the Products. However, the indemnity provided in this section is limited to claims, demands, liabilities, actions and proceedings that may be made in respect of the Indemnified Parties solely in their capacity as or related to the Royalty Holders as a holder of the Royalty.

9. Arbitration of Disputes

9.1 Resolution of Disputes. Any dispute, controversy or claim arising out of or relating to this Agreement or the subject matter of this Agreement, or the breach, termination, or invalidity of this Agreement, shall be settled by binding arbitration as provided in this section 9.

9.2 Appointment of Arbitrator. There shall be one arbitrator appointed by the Parties who shall be disinterested in the dispute, controversy or claim, shall have no connection with any Party and shall have knowledge or experience in the general subject matter to be arbitrated. If the Parties fail to agree on an arbitrator within 20 days after arbitration is initiated, the Parties shall each submit the names of three persons to a judge of the BC Supreme Court who shall appoint the arbitrator. If one Party fails to submit a list, such judge shall appoint the arbitrator from the list submitted by the other Party.

9.3 Procedure. The place of arbitration shall be in Vancouver, British Columbia, unless otherwise agreed by the Parties. If the parties do not agree on a procedure, the then current Commercial Arbitration Rules under the BC Arbitration Act shall apply. The arbitrator shall apply the law as made applicable by the Agreement.

9.4 Award. The decision in the arbitration shall be rendered, unless otherwise agreed by the Parties, no later than 30 days after the date the hearings were closed. The decision of the arbitrator shall be in writing and shall be final and binding on the Parties. If the Parties settle the dispute in the course of arbitration, such settlement shall be approved by the arbitrator on request of either Party and become the award.

10. Confidential Information

10.1 All information, data, reports, records, feasibility studies, agreements, assays, test results, analyses and calculations relating to the Property, the Products, the Royalty, the activities of the Payor in respect of the Property or the Products or pursuant to this Agreement, and the terms and conditions of this Agreement, all of which is in this article referred to as "Confidential Information", will be treated by the Parties as confidential and will not be disclosed to any person except as expressly permitted in this article.

10.2 The Royalty Holders may disclose Confidential Information:

(a) to its auditors, legal counsel, institutional lenders, brokers, underwriters and investment bankers, provided that such non-party users are advised of the confidential nature of the Confidential Information, are required to maintain the confidentiality thereof and are strictly limited to their use of the Confidential Information to those purposes necessary for such non-party users to perform the services for which they were retained by the disclosing party;

(b) to potential purchasers of the Royalty, provided that such purchasers are advised of the confidential nature of the Confidential Information, are required to maintain the confidentiality thereof and are strictly limited in their use of the Confidential Information to those purposes necessary for such purchaser to evaluate the Royalty;

(c) where such disclosure is necessary to comply with the Royalty Holders' disclosure obligations under any securities law, rules or regulations or stock exchange listing agreements, policies or requirements or in relation to proposed credit arrangements, provided that the proposed disclosure is limited to factual matters and that the Royalty Holders have availed themselves of the full benefits of any laws, rules, regulations or contractual rights as to disclosure on a confidential basis to which they may be entitled; or

(d) with the consent of the Payor, which shall not be unreasonably withheld.

Any Confidential Information that becomes part of the public domain by no act or omission in breach by the Royalty Holders of their obligations under this Article shall cease to be Confidential Information for the purposes of this Article.

11. General Matters

11.1 Time shall be of the essence in the performance of any and all of the obligations of the parties hereunder, including, without limitation, the payment of monies.

11.2 Except as otherwise provided herein, this Agreement shall not constitute either party the legal representative, partner, or agent of the other party, nor shall either party have the right or authority to assume, create, or incur any liability or obligation, expressed or implied, against, in the name of, or on behalf of the other party.

11.3 This Agreement shall not be construed to prevent or in any way limit the unrestricted rights of each party to engage in and carry on any form or manner of other commercial enterprise of any nature and description whether or not in competition with the business of any other party.

11.4 Each party shall, at the request of another party and at the requesting party's expense, execute all such documents and take all such actions as may be reasonably required to effect the purposes and intent of this Agreement.

11.5 No waiver of or with respect to any term or condition of this Agreement shall be effective unless it is in writing and signed by the waiving party, and then such waiver shall be effective only in the specific instance and for the purpose of which given. No course of dealing among the parties, nor any failure to exercise, nor any delay in exercising, on the part of any party hereunder, any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any specific waiver of any right, power or privilege hereunder preclude any other or further exercise thereof of the exercise of any other right, power or privilege.

11.6 All notices provided for herein shall be in writing, unless otherwise provided, and shall be considered as properly given if given in the manner outlined in the Property Option Agreement.

11.7 If any provision of this Agreement or its application shall be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of all other provisions and applications thereof shall not in any way be affected or impaired.

11.8 This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

11.9 This Agreement may be amended only by a written instrument signed by duly authorized representatives of all of the parties.

11.10 This Agreement together with the Property Option Agreement embodies the complete and entire agreement of the parties with respect to the subject matter hereof and together supersedes and merges all prior agreements and promises made in respect of such subject matter.

11.11 Nothing herein shall be deemed to create any ownership rights by Royalty Holders except the ownership of a perpetual royalty only. Royalty Holders shall have no executive power with respect to, or right to participate in, rents, royalties or other payments arising from the Property (other than the right to receive payments pursuant to this Royalty); provided, however, that it is the intent of the Payor and Royalty Holders that the obligation to pay royalty, including any past due royalty obligations, shall run with the land regardless of the ownership of the Property until paid. The Royalty granted herein shall run with the lands included within the Property and shall apply to any amendments, relations or patents of the mining claims included within the Property, or to any continuing rights to the Property acquired based on rights acquired under amendments to the mineral laws of the Province of British Columbia acquired by, for, or on behalf of Royalty Payor or an Affiliate of Payor with respect to such lands.