

INVESTOR RIGHTS AGREEMENT

28 February, 2022

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Schedule “A” Investors

INVESTOR RIGHTS AGREEMENT

THIS AGREEMENT made the 28th day of February, 2022,

BETWEEN:

ILG Estate Trust No. 1., a trust existing under the laws of Australia, (hereinafter referred to as “**No. 1**”)

-and-

ILG Estate Trust No. 2., a trust existing under the laws of Australia, (hereinafter referred to as “**No. 2**”)

-and-

ILG Estate Trust No. 3., a trust existing under the laws of Australia, (hereinafter referred to as “**No. 3**”)

-and-

ILG Estate Trust No. 4., a trust existing under the laws of Australia, (hereinafter referred to as “**No. 4**” and collectively with No. 1, No. 2, No. 3 and No. 4, the “**Investor**”)

- and -

THUNDERSTRUCK RESOURCES LTD., a corporation existing under the laws of British Columbia, (hereinafter referred to as the “**Company**”).

WHEREAS pursuant to the subscription agreement dated as of the date hereof (the “**Subscription Agreement**”), the Company has agreed to issue to the Investor, and the Investor has agreed to purchase from the Company (the “**Subscription**”), an aggregate of 31,753,203 units (the “**Subscription Units**”) in the capital of the Company at price of \$0.07 per unit (the “**Subscription Price**”) for aggregate gross proceeds of \$2,222,724.21 (which will result in the Investor owning 25% of the issued and outstanding Common Shares, on an undiluted basic basis), in reliance upon the representations, warranties and covenants of the Company contained therein and herein;

AND WHEREAS in connection with the Subscription, the Parties desire to enter into this Agreement to govern certain of their rights, duties and obligations;

AND WHEREAS the Company has obtained the written approval of the board of directors in connection with certain transactions contemplated by this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the Parties hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each Party), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 **Defined Terms**

For the purposes of this Agreement (including the recitals and the Schedules hereto), unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

“**Act**” means the Business Corporations Act (*British Columbia*).

“**Affiliate**” has the meaning ascribed to such term in the Securities Act (*British Columbia*), as in effect on the date of this Agreement.

“**Applicable Securities Laws**” means all applicable securities laws in each of the provinces of British Columbia, Alberta and Ontario and the respective rules and regulations under such laws together with applicable published instruments, notices and Orders of the securities regulatory authorities and all rules and policies of the TSXV, in each case that apply to such persons.

“**Board**” means the board of directors of the Company.

“**Bought Deal**” means a transaction pursuant to an agreement under which an underwriter, as principal, agrees to purchase securities from an issuer with a view to a distributions of such securities.

“**Business Day**” means any day other than a Saturday, Sunday or statutory or civic holiday in either of Vancouver, British Columbia or Sydney, Australia .

“**Closing Date**” means the date of completion of the Subscription and the other matters contemplated by this Agreement.

“**Common Shares**” means the common shares in the capital of the Company.

“**Convertible Securities**” means any securities (including debt securities) convertible into, exchangeable for, or otherwise carrying the right of the holder to purchase or otherwise acquire Common Shares or any other securities which carry voting rights exercisable or which carry a residual right to participate in the earnings of the Company and in its assets upon liquidation or winding-up, and for clarity includes the warrants forming part of the Subscription Units.

“**Director Eligibility Criteria**” has the meaning set out in Section 2.1(c).

“**Equity Financing**” means the issuance and sale of Equity Securities, directly or indirectly, for cash other than (i) the issuance of Equity Securities upon the exercise of any Convertible Securities outstanding on the date hereof; and (ii) the issuance of Equity Securities upon the exercise or otherwise pursuant to any of the Company’s security-based compensation arrangements approved by the Shareholders from time to time.

“**Equity Financing Notice**” has the meaning set out in Section 3.2(a).

“Equity Securities” means Common Shares and/or Convertible Securities.

“Governmental Entity” means any (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, bureau or agency, domestic or foreign, (b) subdivision, agent, commission, board, or authority of any of the foregoing, or (c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

“Investor Equity Right” has the meaning set out in Section 3.1.

“Investor Nominee” has the meaning set out in Section 2.1(a).

“Investor’s Percentage” means the percentage of the issued and outstanding Common Shares owned beneficially by the Investor and its Affiliates, collectively, calculated in accordance with Section 1.2.

“Laws” means any domestic or foreign federal, provincial, 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.

“Outstanding Common Shares” means the number of the Common Shares issued and outstanding at a particular time on an undiluted basis.

“Parties” means, collectively, the Company and the Investor and **“Party”** means either one of them.

“person” means an individual, body corporate with or without share capital, partnership, joint venture, unincorporated association, syndicate, sole proprietorship, trust, pension fund, union, governmental agency, board, tribunal, ministry, commission or department and the heirs, beneficiaries, executors, legal representatives or administrators of an individual.

“Shareholders” means holders of Common Shares at the relevant time.

“TSXV” means the TSX Venture Exchange or any successor thereto.

1.2 Calculation of Investor’s Percentage.

For the purposes of this Agreement, when calculating the Investor’s Percentage, the Investor’s Percentage at any given time shall be calculated by using the number of Common Shares owned beneficially by the Investor and its Affiliates, collectively, and dividing such number by the number of Outstanding Common Shares.

**ARTICLE 2
GOVERNANCE**

2.1 Right to Nominate Directors

- (a) Provided that the Investor's Percentage is at least 10%, the Investor shall be entitled to designate one individual at the relevant time (the "**Investor Nominee**") to be nominated, approved and to serve as a director of the Company at each meeting (or resolution in lieu thereof) of Shareholders at which directors of the Company are to be elected, provided that any such Investor Nominee consents in writing to serve as a director. For the avoidance of doubt, although the Investor may have the right to nominate an Investor Nominee, the Investor shall not be required to nominate an Investor Nominee. For greater certainty, upon the Investor's Percentage being less than 10%, the rights granted to the Investor pursuant to this Article 2 shall be extinguished.
- (b) The Company shall promptly take all steps as may be necessary to appoint, within ten Business Days of the date on which the Investor provides the timing for and the name of its initial Investor Nominee, the individual who will serve as the Investor Nominee to serve on the Board until the next meeting of Shareholders.
- (c) The Investor Nominee shall at the time of election or appointment to the Board be eligible under the Act to serve as a director (the "**Director Eligibility Criteria**"), provided that no Investor Nominee shall be required to be a resident of Canada or independent of the Company or the Investor.
- (d) The Company shall cause the Investor Nominee to be included in the slate of nominees proposed by the Board to its Shareholders for approval as directors at each meeting (or resolution in lieu thereof) of the Shareholders where directors are to be elected by Shareholders.
- (e) The Company shall use all commercially reasonable efforts to cause the election of the Investor Nominee, including soliciting proxies in favour of the election of the Investor Nominee and endorsing and recommending that shareholders of the Company vote in favour of the Investor Nominee.
- (f) The Company shall notify the Investor in writing immediately upon determining the date of any meeting wherein directors are to be elected.
- (g) The Investor shall, after consultation with the Company in good faith, advise the Company of the identity of the Investor Nominee at least fifteen Business Days prior to the date on which proxy solicitation materials are to be mailed by the Company (as advised by the Company to the Investor at least 25 Business Days prior to such date) for purposes of any meeting of Shareholders at which directors are to be elected. If the Investor does not advise the Company of the identity of any Investor Nominee prior to such deadline, then the Investor will be deemed to have nominated the incumbent Investor Nominee.
- (h) If the Investor Nominee ceases to hold office as a director of the Company for any reason (including without limitation death, disability, resignation or removal by the Investor), the Investor shall be entitled to nominate a new Investor Nominee to replace him or her and

the Company shall promptly take all steps as may be necessary to appoint, within ten Business Days of such nomination, such individual to the Board to replace the Investor Nominee who has ceased to hold office. Any such succeeding individual shall thereafter be an Investor Nominee.

ARTICLE 3

MATTERS WITH RESPECT TO EQUITY RIGHTS

3.1 Investor Equity Right

The Investor shall have the right (the “**Investor Equity Right**”) to maintain the Investor’s Percentage at 25 percent in the event that the Company issues any Equity Securities pursuant to an Equity Financing. The Investor must be offered the opportunity to regain or retain its Investor Percentage at 25 percent on the same terms as that of the Equity Financing and the Investor may take part or all of what is offered. The Investor’s rights and obligations under this Article 3 shall apply for a period of the greater of 15 years following the Closing Date or so long as the Investor’s Percentage is at least 10% (the “**Participation Period**”).

3.2 Equity Financing

In the event that the Company proposes to issue Equity Securities in connection with an Equity Financing:

- (a) the Company shall deliver a notice to the Investor in writing as soon as possible prior to the public announcement of an Equity Financing, but in any event at least fifteen Business Days prior to the proposed closing date of the Equity Financing (the “**Equity Financing Notice**”) specifying: (i) the total number of Outstanding Common Shares; (ii) the total number of Equity Securities which are proposed to be offered for sale; (iii) the rights, privileges, restrictions, terms and conditions of the Equity Securities proposed to be offered for sale; (iv) the consideration for which the Equity Securities are proposed to be offered for sale, provided that in the event such consideration is not determinable as of the date of the Equity Financing Notice, such information may be omitted from the Equity Financing Notice, but, shall, in any event, be communicated to the Investor in writing no later than ten Business Days prior to the proposed closing date of the Equity Financing; and (v) the proposed closing date of the Equity Financing; and
- (b) the Investor shall have the right to subscribe for and purchase that number of Equity Securities that the Company proposes to offer for sale as described in the Equity Financing Notice such that the Investor collectively may maintain the Investor’s Percentage at 25 percent for the consideration and on the same terms and conditions as offered to the other potential purchasers all as set forth in the Equity Financing Notice. If the Investor elects to subscribe for such Equity Securities, the Investor shall provide written notice to the Company by the close of business on the fifth Business Day following the day upon which the Equity Financing Notice is received by the Investor, provided that if the Company is proposing to undertake a Bought Deal in respect of such Equity Financing, the Company shall give such notice to the Investor, including anticipated pricing, as early as practicable in the circumstances in light of the speed and urgency under which Bought Deals are conducted, (but no less than three Business Days prior to the launch or public announcement of such Bought Deal) and the Investor shall have two Business Days from

the date that the Company advises it of such proposed Bought Deal to notify the Company in writing of the number of Equity Securities that the Investor elects to purchase and subscribe for.

3.3 Shareholder Approval

- (a) If the Investor exercises the Investor Equity Right and the Company is required under the rules and policies of the TSXV, to seek Shareholder approval for the issuance of the Equity Securities to the Investor pursuant to Section 3.2(b), the Company shall use commercially reasonable efforts to, at its expense, duly call and hold a meeting (or execute a resolution in lieu thereof) of its Shareholders to consider (and the Company shall recommend that Shareholders vote, and shall take other actions, in favour of) the issuance of the Equity Securities to the Investor, as soon as reasonably practicable and in any event such meeting shall be held within 60 days after the date that the Company is advised that it will require Shareholder approval. The Company may not close any such issuance of Equity Securities prior to obtaining Shareholder approval, without the consent of the Investor, such consent not to be unreasonably withheld, other than an issuance of subscription receipts or special warrants issuable which are convertible into Equity Securities upon the satisfaction of certain conditions, including the receipt of such Shareholder approval, and failing satisfaction of such conditions are cancelled and returned to treasury.
- (b) If the Investor exercises the Investor Equity Right and the Company is required under the rules and policies of the TSXV, to seek or obtain approval of any other person (other than Shareholders) for the issuance of the Equity Securities to the Investor pursuant to Section 3.2(b), the Company shall obtain such approvals or authorizations prior to any issuance of Equity Securities such that the Investor is able to fully exercise its rights under Section 3.2(b) in accordance with the terms set out therein.
- (c) It is acknowledged that the Investor may, on any occasion that the Company conducts an Equity Financing, choose to reduce its take up to a level that Shareholder approval would not be required.

3.4 Application of Securities Laws

The Parties acknowledge that the transactions contemplated pursuant to this Article 3, including the issuance and resale of Equity Securities, are subject to the Company's insider trading policies in effect from time to time, if any, Applicable Securities Laws and the rules, policies and determinations of the TSXV, which may impose restrictions on the issuance and resale of the securities acquired by the Investor hereunder. In particular, the Parties acknowledge that the transactions contemplated pursuant to this Article 3 may be subject to Applicable Securities Laws regarding "related party transactions". Notwithstanding anything else in this Agreement, the Parties agree that, if as a result of complying with such Applicable Securities Laws, the time periods provided herein cannot be practicably complied with, such time periods shall be deemed not to apply to the applicable transaction and the Parties shall use commercially reasonable efforts to complete the transactions contemplated and intended to be carried out herein in as expeditious a manner as is practical in order to comply with such Applicable Securities Laws and to afford the Investor the rights it is entitled to under this Agreement.

3.5 Extinguishment of Rights

For greater certainty, upon expiry of the Participation Period, the Investor Equity Right will be extinguished.

ARTICLE 4 OTHER COVENANTS

4.1 Conflicting Agreements

The Company agrees that: (a) it shall not enter into any agreement or arrangement of any kind with any person with respect to any Common Shares in conflict with the provisions of this Agreement or for the purpose or with the effect of denying or reducing the rights of the Investor under this Agreement; and (b) if any provision of any charter, mandate, constating document or similar document of the Company or the Board conflicts with any provision of this Agreement, the provisions of this Agreement will prevail.

4.2 Business Opportunities

To the fullest extent permitted by applicable Laws, neither Party nor any of their respective Affiliates have any obligation to the other Party or its Affiliates to refrain from (a) engaging in the same or similar activities or lines of business as the other Party or its Affiliates (b) investing or owning any interest publicly or privately in, or developing a business relationship with, any person engaged in the same or similar activities or lines of business as, or otherwise in competition with, the other Party or any of its Affiliates, (c) doing business with any counterparty of the other Party or any of its Affiliates or (d) employing or otherwise engaging a former officer, employee or contractor of the other Party or any of its Affiliates.

4.3 Standstill

For a period of two years from the Closing Date, the Investor agrees that neither the Investor nor any of its Affiliates, shall, without the prior written consent the Company:

- (a) commence a take-over bid or exchange offer for any Common Shares;
- (b) acquire, offer or agree to acquire, directly or indirectly, by purchase or otherwise, any beneficial ownership of, or control or direction over, the Common Shares, or direct or indirect rights to acquire any Common Shares or securities any subsidiary of the Company, or of any successor to or person in control of the Company or any assets of the Company or any subsidiary or division thereof or of any such successor or controlling person of the Company;
- (c) make, or in any way participate, directly or indirectly, in any solicitation of proxies to vote, or seek to advise or influence any person or entity with respect to the voting of any Common Shares or other voting securities of the Company or its subsidiaries;
- (d) make any public announcement with respect to, or submit a proposal for, or offer of (with or without conditions) any business combination, amalgamation or merger or

similar transaction involving the Company or any of its subsidiaries or any of their respective securities or assets;

- (e) form, join, or in any way participate in a group which is acting in concert or in connection with any of the foregoing; or
- (f) request the Company or any its representatives to amend or waive any provision of this section 4.3.

The restrictions set forth in this Section 4.3 shall cease to be of any force or affect as and from the date of any public announcement of or public disclosure of commencement of (or if no public announcement or disclosure is made, from the date of entry into a binding agreement with respect to) a take-over bid, exchange offer, business combination, arrangement, or similar transaction that provides for the sale of at least 50% of the Company's assets or Common Shares, or any recapitalization, restructuring or liquidation of the Company.

ARTICLE 5

REPRESENTATIONS & WARRANTIES

5.1 Representations and Warranties of the Company

The Company represents and warrants to the Investor as set forth in the Subscription Agreement and acknowledges that the Investor is relying on such representations and warranties in connection with the purchase of the Subscription Units and entering into this Investor Rights Agreement.

5.2 Representations and Warranties of the Investor

The Investor represents and warrants to the Company as set forth in the Subscription Agreement and acknowledges that the Company is relying on such representations and warranties in connection with the issuance and sale of the Subscription Units and entering into the Investor Rights Agreement.

ARTICLE 6

GENERAL PROVISIONS

6.1 Confidentiality

- (a) Except as otherwise provided in this Agreement, each Party agrees that all information, data and technology disclosed to it by or on behalf of the other Party and any other information that such Party receives or acquires from the other Party in connection with this Agreement or the subject matter hereof ("**Confidential Information**") shall be kept confidential and shall not be disclosed to any person that is not a Party or an Affiliate or representative of a Party. In complying with the foregoing, each Party shall use the same degree of care as would be used by a normally prudent person in protecting its own proprietary and confidential information.
- (b) Notwithstanding the foregoing:

- (i) a Party shall not be required to keep confidential any Confidential Information that is:
 - (A) at the time of the disclosure, through no wrongful act or omission of such Party, part of the public domain;
 - (B) at the time of the disclosure known by such Party and such Party is not subject to any other restrictions of confidentiality with respect to such Confidential Information;
 - (C) independently developed by such Party without violating such Party's obligations under this Agreement; or
 - (D) lawfully obtained by such Party from a third party that to the knowledge of such Party is not subject to restrictions of confidentiality with respect to such Confidential Information; and

- (ii) each Party shall have the right to disclose Confidential Information:
 - (A) to the extent permitted by this Agreement;
 - (B) to the extent consented to by the other Party;
 - (C) to its Affiliates and representatives;
 - (D) to its and its Affiliates auditors, insurers, banks or other financial institutions;
 - (E) for purposes of its and its Affiliates public company disclosure obligations, provided that, to the extent permissible by applicable Law, prompt notice, in writing, of the proposed disclosure is given to the other Party, and the other Party is given the ability to comment on such disclosure;
 - (F) to the extent required by applicable Law or the requirements of a Governmental Entity; provided that, to the extent permissible by applicable Law, prompt notice, in writing, of the circumstances of the required disclosure is given to the other Party, and the other Party is given the ability to object to such disclosure and, at its election, to take such steps as it considers necessary to maintain the confidentiality of the Confidential Information by the regulatory or governmental body or court (including, without limitation, steps to obtain a protective order or other assurance that confidential treatment will be accorded to the Confidential Information after the disclosure);
 - (G) in the exercise of any of its rights and obligations hereunder; and
 - (H) in legal or arbitration proceedings involving the rights and obligations of a Party (which proceedings shall be kept confidential to the extent permitted by applicable Law).

6.2

Notices

(a) Any notice or other communication that is required or permitted to be given hereunder shall be in writing and shall be validly given if delivered in person (including by courier service) or transmitted by fax or email as follows:

(i) in the case of the Investor:
[redacted: personal address]

Attention: Ian Gandel
Email: [redacted: personal email]

(ii) in the case of the Company:

Thunderstruck Resources Ltd.
488-1090 West Georgia Street
Vancouver, British Columbia
V6E 3V7

Attention: Bryce Bradley
Email: [redacted: personal email]

with a copy to:

Armstrong Simpson
Suite 2080-777 Hornby Street
Vancouver, B.C., V6Z 1S4

Attention: Shauna Hartman
Email: [redacted: personal email]

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

(c) Any Party may at any time change its address for service from time to time by giving notice to the other Party in accordance with this Section 6.2.

6.3 **Specific Performance and Injunction**

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. The Parties accordingly agree that the Parties shall be entitled to equitable remedies including, but not limited to, specific performance and injunction to prevent breaches or threatened breaches of this Agreement, without being required to show irreparable harm or to provide any security therefor, in addition to any other remedy to which the Party may be entitled at law or in equity.

6.4 **Public Releases**

The Company hereby agrees to obtain prior approval of the Investor as to the content and form of any press release or other public disclosure (including the filing on SEDAR of any material change report or copy of this Agreement) referring to the Investor or relating to the entering into of this Agreement, such approval not to be unreasonably withheld or delayed. Notwithstanding the foregoing, if at any time the Company is required by applicable Laws to make a press release or other public disclosure (including the filing on SEDAR of any material change report or copy of this Agreement), such Party may do so, notwithstanding the failure of the Investor to approve the text of such press release or other public disclosure, provided that the Company has made reasonable efforts in the particular circumstances to allow the Investor a reasonable opportunity to comment on such press release or other public disclosure (including with respect to redactions to be made to this Agreement).

6.5 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without reference to conflicts of law rules.

6.6 **Further Assurances**

Each Party shall execute all such further instruments and documents and shall take all such further actions as may be necessary to effect the transactions contemplated herein.

6.7 **Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

6.8 **Entire Agreement**

This Agreement and the Subscription Agreement, constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided in this Agreement and the Subscription Agreement.

6.9 **Amendments**

No amendment or waiver of any provision of this Agreement shall be binding on any Party unless consented to in writing by such Party.

6.10 **Waivers**

The failure by any Party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision unless such waiver is acknowledged in writing, nor shall such failure affect the validity of this Agreement or any part thereof or the right of a Party to enforce each and every provision. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

6.11 **Successors and Assignment**

- (a) This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective successors and any permitted assignee of some or all of the respective Parties' rights or obligations under this Agreement as permitted under this Section.
- (b) Neither the Company nor the Investor shall assign all or any part of its rights, benefits or obligations under this Agreement without the prior written consent of the other Party, which may be unreasonably withheld.
- (c) Any assignment made hereunder shall become effective when the non-assigning Party has been notified thereof by the assigning Party and the non-assigning Party has received a written acknowledgement from the assignee, in form and substance satisfactory to the non-assigning Party, to be bound by this Agreement. Any such assignee shall be treated as a Party to this Agreement for all purposes of this Agreement and shall be entitled to the full benefit hereof and thereof and shall be subject to the obligations of the assigning Party to the same extent as if it were an original Party in respect of the rights assigned to it and obligations assumed by it.

6.12 **No Partnership**

Nothing in this Agreement or in the relationship of the Parties shall be construed as in any sense creating a partnership between the Parties or as giving to any Party any of the rights or subjecting any Party to any of the creditors of the other Party.

6.13 **Costs and Expenses**

The Parties shall pay for their own respective costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to this Agreement.

6.14 **Counterparts**

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (whether by email, or other electronic means), with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement.

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

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

**ILG Estate Co 1 Pty Ltd ACN 651 902 297 as trustee for the
ILG Estate Trust No. 1.**

"Ian Gandel"

By: _____
Name: Ian Jeffrey Gandel
Title: sole Director and Company Secretary

**ILG Estate Co 2 Pty Ltd ACN 651 903 276 as trustee for the
ILG Estate Trust No. 2.**

"Ian Gandel"

By: _____
Name: Ian Jeffrey Gandel
Title: sole Director and Company Secretary

**ILG Estate Co 3 Pty Ltd ACN 651 903 427 as trustee for the
ILG Estate Trust No. 3.**

"Ian Gandel"

By: _____
Name: Ian Jeffrey Gandel
Title: sole Director and Company Secretary

**ILG Estate Co 4 Pty Ltd ACN 651 904 148 as trustee for the
ILG Estate Trust No. 4.**

"Ian Gandel"

By: _____
Name: Ian Jeffrey Gandel
Title: sole Director and Company Secretary

THUNDERSTRUCK RESOURCES LTD.

"Bryce Bradley"

By: _____
Name: Bryce Bradley
Title: CEO