
Sale and Purchase Agreement

Blue Mud Bay

EL 385, EL 24305

ELA30956, ELA 30957, ELA 844, ELA 5561, ELA 843,
ELA 26861

Northern Territory

June 2024

Rio Tinto Exploration Pty Limited
DPG Resources Australia Pty Limited
GPM Metals Inc.

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Sale and Purchase Agreement

Execution Date	The date upon which the last Party executes this Agreement as set out at the end of this Agreement.
Parties	
1.	Rio Tinto Exploration Pty Limited (ABN 76 000 057 125) of 37 Belmont Avenue, Belmont, Western Australia, 6104, Australia (" Vendor ")
2.	DPG Resources Australia Pty Limited (ABN 53 063 779 420) of c/- Carlos Fernicola Pty Ltd, 131 Leichardt Street, Spring Hill, Queensland, 4000, Australia (" Purchaser ")
3.	GPM Metals Inc. of 1101-141 Adelaide Street West, Toronto, Ontario, M5H 3L5, Canada (" Guarantor ")
Recitals	
A	The Parties are party to the Blue Mud Bay Farm-in and Joint Venture Agreement executed on or about 23 January 2014, as varied by a Deed of Amendment dated 11 March 2021, (the Farm-in Agreement) pursuant to which the Purchaser was undertaking exploration to earn an interest in the Tenements from the Vendor.
B	The Purchaser has not yet earned any interest in the Tenements under the Farm-in Agreement and the Vendor remains the 100% legal owner of the Tenements.
C	The Parties have now agreed to terminate the Farm-in Agreement and the Vendor has agreed to sell and the Purchaser has agreed to purchase the Assets on the terms and conditions set out in this Agreement.
D	The Guarantor is the 100% owner and ultimate Holding Company of the Purchaser and, in consideration of the Vendor entering into this Agreement at the Guarantor's request, has agreed to guarantee the obligations of the Purchaser under this Agreement.
E	Following Completion: <ul style="list-style-type: none">(a) the Purchaser will pay to the Vendor the Consideration as set out in this Agreement;(b) the Vendor will hold the Clawback Rights over the Assets, and in the event that the Vendor elects to exercise either of the Clawback Rights, the Parties have agreed to enter into a joint venture substantially in accordance with the terms set out in this Agreement; and(c) where the Purchaser does not exercise either of the Clawback Rights, the Purchaser will pay the Vendor the Royalty in the circumstances and on the terms set out in this Agreement.

It is agreed as follows.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following definitions apply unless the context requires otherwise:

ABN has the meaning given by section 41 of the A New Tax System (Australian Business Number) Act 1999 (Cth).

ARBN has the meaning given by section 9 of the Corporations Act 2001 (Cth).

Affected Party has the meaning given in clause 15.13(a).

ALRA means the Aboriginal Land Rights (Northern Territory) Act 1976.

ALRA Assignment Deeds means the deeds of assignment (or covenant) between the Vendor and the Purchaser for the assignment of the ALRA Deeds, as set out in Schedule 2.

ALRA Deeds means the exploration agreements pursuant to the ALRA, in the form of a deed, entered into between the Vendor and the NLC as follows:

- (a) in respect of Exploration Licence 385 dated on or around June 2003; and
- (b) in respect of the Exploration Licence 24305 dated 13 October 2015.

Agreement means this agreement between the Parties and as amended (in writing signed by the Parties) from time to time, and includes the schedules.

Assigned (and Assignment) has the meaning given to it in clause 8.1.

Assets mean the Tenements and the Mining Information, as exists at an applicable date.

Business Day means a week day on which banks are open for banking business in Darwin, Northern Territory, Australia, not being a Saturday or a Sunday or a gazetted public holiday, starting at 9am ACST and ending at 5pm ACST.

Business Integrity Laws means all applicable laws, rules, regulations or other legally binding measures of any jurisdiction, including but not limited to the United Kingdom, the United States of America and Australia, that relate to the prevention of bribery, corruption, money laundering, terrorism, dealings with the proceeds of crime, the facilitation of tax evasion or fraud, including without limitation the Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977, Division 70 of the Schedule to the Criminal Code Act (Cth) (Bribery of Foreign Public Officials) of Australia (as amended), national and international laws enacted to implement the OECD Convention Combating Bribery of Foreign Officials, and other similar laws and regulations.

Calendar Year means in respect of any year, a period of twelve consecutive months commencing on 1 January or, if notified by the Purchaser in writing, commencing on any other day which coincides with the Purchaser's (or its Holding Company's) financial reporting obligations.

Change in Control means a change in the shareholding of a relevant entity where:

- (a) the ownership of the share capital, or voting or economic interest, in a Party changes to the extent a new shareholder becomes a shareholder of more than 50% of the shares in the relevant Party or otherwise gains control of the relevant Party; or
- (b) the ownership of the share capital, or any voting or economic interest, in any Holding Company or parent entity of a Party changes to the extent a new shareholder becomes a new shareholder of more than 50% of the shares in the relevant Party's Holding Company or parent entity or otherwise gains control of that Holding Company or parent entity, but in respect of a Party's Holding Company, does not include a change in shareholding resulting from a merger, takeover or restructure of that Holding Company where the whole or substantially the whole of that Holding Company's enterprise is merged or acquired in a single transaction or a series of related transactions.

Clawback Acceptance Notice/s means the First Clawback Acceptance Notice, the Second Clawback Acceptance Notice or both (as applicable).

Clawback Rights means the Vendor's right to be transferred the First Clawback Interest or the Second Clawback Interest in accordance with clause 6.

Clawback Right Notification/s means the notification or notifications from the Purchaser to the Vendor of the triggering of the First Clawback Right and/or the Second Clawback Right, as set out in clause 6.1.

Clawback Right to Royalty Conversion Notice has the meaning set out in clause 7.1(b).

Completion means the completion of the sale and purchase of the Assets contemplated by this Agreement.

Completion Date means the date which is five (5) Business Days after the Execution Date, or such other date as is agreed by the Parties in writing.

Consequential Loss means loss of opportunity, loss of revenue, loss of profit or anticipated profit, loss of contract (excluding this Agreement), loss of goodwill or loss and expenses arising from business interruption.

Consideration has the meaning in clause 2.2.

Contingent Consideration has the meaning set out in clause 2.2 (b).

Corporations Act means the *Corporations Act 2001* (Cth) and includes any regulations made under it.

CPI means the quarterly Consumer Price Index (ABS Cat. No. 6401, Australia – Weighted Average of Eight Capital Cities) published by the Australian Bureau of Statistics or, if that index is discontinued, such index as may replace it and in the event that the parties are unable to agree on the replacement index the index most closely serving the same function as certified by an actuary appointed by the President for the time being of the Northern Territory Law Society.

Decision to Mine means a decision by the Purchaser or any Related Body Corporate of the Purchaser to commence Mining on any part of the Tenements or a decision made in accordance with the Joint Venture Agreement to commence Mining on any part of the Tenements (as the context requires).

Development means the design, development and construction of a commercial Mining operation to produce Product from the Minerals within the Tenements.

Encumbrance means any royalty, third party entitlement to compensation, other payments or right to remove something from the land (known as profit à prendre), easement, restrictive covenant, caveat, rights to occupy, mortgage, charge, pledge, lien, encumbrance, arrangement for retention of title or other interest having the effect of providing security, whether existing or agreed to be granted or created.

Environmental Authority means the Northern Territory Environment Protection Authority or any other successor to its legislative responsibilities including any Federal body having relevant jurisdiction.

Execution Date means the date upon which the last Party executes this Agreement.

Expenditure means any costs, charges and expenses reasonably and properly incurred in respect of Exploration, Feasibility Work, Development and/or Mining of the Tenements (as applicable to the context), including:

- (a) all rents, rates, fees and other outgoings payable in respect of the Tenements;
- (b) expenditure reasonably and properly incurred in keeping the Tenements in good standing and Exploration, Feasibility Work, Development and Mining of the Tenements including Native Title Costs;
- (c) expenditure of the Joint Venture (if applicable);

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- (d) expenditure stated elsewhere in this Agreement to be Expenditure;
- (e) indirect costs, provided that such indirect costs do not exceed 15% of all other Expenditure; and
- (f) any other expenditure which the Parties agree in writing is Expenditure.

Explore and **Exploration** means the search for, discovery and delineation of Minerals in the Tenement Area and the evaluation of such deposits, including prospecting, surface mapping, sampling, aerial mapping and reconnaissance, drilling, trenching and related field work, geophysical and geochemical testing, core sampling, assaying, exploration declines, test mining, analysis and evaluation of activities undertaken and results obtained, conducting preliminary feasibility studies, preparing and conducting Feasibility Studies, reports, and planning, supervising and administering all activities undertaken, but does not include Development or Mining.

Exploration Licences means Exploration Licences 385 and 24305 issued pursuant to the Mining Act.

Exploration Licence Applications means the applications for Exploration Licences 30956, 30957, 844, 5561, 843 and 26861 by the Vendor.

Farm-In Agreement has the meaning given in Recital A.

Feasibility Study means a comprehensive study of the technical, commercial and economic viability of Mining a Mineral Resource identified within a Tenement(s), including all exploration, geological, engineering, environmental and other relevant data together with capital and operating cost and cash flow estimates and be of a standard and constrain the details and scope which would be acceptable to reputable banks and other financial institutions for the purpose of providing financing for establishing and carrying out the proposed mining.

Feasibility Work means any work undertaken as part of a Feasibility Study or any pre-cursor study (including any scoping, order-of-magnitude type study or pre-feasibility study) of the potentiality feasibility of developing a Mining operation on the Tenements, including:

- (a) the identification and selection of different project configuration options, alternatives and scenarios for further evaluation, and the definition of their key parameters and sensitivities;
- (b) any sampling, testwork or other work required to support a Mineral Resource estimate;
- (c) process and mining method selection and design;
- (d) the identification and quantification of technical and non-technical risks;
- (e) infrastructure alternatives and requirements;
- (f) community and environmental impact assessment and approval processes; and
- (g) market analysis, cost estimation, timeline and economic viability assessment.

Financial Dispute means a dispute between the Parties under or in connection with this Agreement that is of a financial nature and involves financial calculations which are capable of determination by audit or reference to financial or accounting records, knowledge or practice.

First Clawback Acceptance Notice has the meaning set out in clause 6.2(a)(i).

First Clawback Interest has the meaning set out in clause 6.1(a)6.1(i).

First Clawback Right means the Vendor's right to be transferred the First Clawback Interest in accordance with clause 6.

First Clawback Trigger has the meaning set out in clause 6.1(b)(i).

Force Majeure means any event, act or cause beyond the reasonable control of the Party claiming Force Majeure including:

- (a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone, landslide, adverse weather conditions;

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- (b) strike, lockout or other labour difficulty;
- (c) inability to access all or part of the Tenements as a result of Aboriginal land, native title or cultural heritage issues (but not in relation to obtaining grant of the exploration licence applications);
- (d) act of public enemy, war (declared or undeclared), sabotage, blockade, revolution, riot, insurrection, civil commotion, national emergency (whether in fact or Law), martial law, quarantine, epidemic;
- (e) the effect of any applicable Laws, orders, rules, directions or regulations of any government, Government Authority or other competent authority; or
- (f) other circumstances beyond the reasonable control of a Party,

except where:

- (g) the cause is the inability to obtain, use or pay moneys which are due and payable; or
- (h) the consequence of the cause could have been prevented, overcome or remedied by the exercise of the Affected Party of care and diligence normally exercised by duly qualified persons in the performance of comparable work.

Government Authority means any:

- (a) national, federal, provincial, territorial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign;
- (b) any subdivision or authority of any of the above;
- (c) any securities commission or stock exchange; or
- (d) any quasi-governmental, self-regulatory organisation or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above; in each case, having jurisdiction in the relevant circumstances.

Government Official includes anyone who is:

- a) an official (elected, appointed or career) of a federal, state, provincial, territorial, local or municipal government;
- b) an employee of a Governmental Authority;
- c) an employee of a government, government-owned enterprise or company;
- d) an employee or representative of a government-owned or controlled organisation (included non-profit organisations);
- e) an employee of a public international organisation (e.g. United Nations, World Bank, EU, WTO, NATO);
- f) an individual acting for or on behalf of a government or any of the organisations referred to (c)-(e) above, even though that person may not be an employee of such a government or organisation;
- g) member of a political party and/or candidate for political office; and
- h) an individual who is considered a Government official under applicable law.

GST has the meaning given in section 195-1 of the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Gross Negligence means an act or omission done with reckless disregard, whether consciously or not, for the consequences of the act or omission.

Holding Company has the meaning given to that term in section 9 of the Corporations Act.

Independent Expert Valuation means the average of two independent valuations of the relevant Party's interest made by two independent and duly qualified and experienced bona fide valuers (one appointed by each Party). If there is a divergence between the two valuations of more than 25%, then either Party may elect to appoint a third independent valuer (to be agreed by the two independent valuers appointed by the Parties or if the independent valuers cannot agree, then the Parties will agree the third independent valuer) to determine fair value, with fair value being the average of the third independent valuation and the closest valuation. The third independent expert is to act as an expert and not as an arbitrator, and accordingly the provisions of the Commercial Arbitration (National Uniform Legislation) Act 2011 (NT) will not apply and the decision of the independent expert will, in the absence of a manifest error, be final and binding on the Parties.

Initial Consideration has the meaning set out in clause 2.2(a).

Initial Participating Interests means the respective Participating Interests held by the Participants at the Joint Venture Formation Date as set out in clause 6.3(a).

Insolvency Event means where Party:

- (a) stops or suspends payment of all or a class of its debts;
- (b) becomes insolvent (as defined by the Corporations Act);
- (c) has an administrator appointed over all or any of its assets;
- (d) has a controller within the meaning of section 9 of the Corporations Act appointed to all or any of its assets;
- (e) has an order made for its winding up or dissolution; or
- (f) enters into any form or arrangement with its creditors or any of them including a deed of company arrangement.

Joint Venture means the unincorporated joint venture which may be formed pursuant to clause 6.3 of this Agreement.

Joint Venture Agreement means full form agreement reflecting the Joint Venture Terms as established pursuant to clause 6.3(f).

Joint Venture Formation Date means the date the Joint Venture is formed pursuant to clause 6.3(c).

JORC Code means the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves, as published from time to time by the Joint Ore Reserves Committee of The Australasian Institute of Mining and Metallurgy, Australian Institute of Geoscientists and the Minerals Council of Australia.

Law means Commonwealth and State or Territory legislation of Australia including regulations, by-laws, and other subordinate legislation, the requirements and guidelines of any Government Authority, and the Listing Rules or any other legislation, with which a Party is legally required to comply, and common law and equity.

Mineral(s) has the same meaning given to that term in the Mining Act.

Mineral Resource has the meaning given in the JORC Code or NI43-101, as the context demands.

Mining means all activities and operations (other than Exploration) in connection with the production of Product, including the evaluation, design, development, construction, maintenance, rehabilitation and operation of mining, loading, transportation, treatment and crushing, processing and stockpiling necessary or appropriate for the recovery of Minerals from a mine or mines within the Tenements and production of Product.

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Mining Act means the *Mineral Titles Act 2010* (NT) or the *Mining Management Act 2015* (NT) or both as the context requires and includes any regulations made under those Acts.

Mining Information means any mining information relating to the Tenements in the possession or control of the Vendor or the Purchaser (as the context requires), including geological information, technical data, drill cores, logs of drill cores, samples, statutory reports, surveys, maps, geophysical survey data, metallurgical information, development plans and feasibility type studies.

Minister means the Minister from time to time that is charged with responsibility for administering the Mining Act and **Ministerial** shall be construed accordingly.

Mortgage Deed means a grant of mortgage by the Purchaser to the Vendor pursuant to clause 11.3 and substantially in the form as set out in Schedule 5.

Native Title means a right, interest or entitlement to the occupation or use of land by indigenous inhabitants in accordance with the laws and customs of the indigenous inhabitants that is recognised in the place where the Tenements is situated by statute or by common law.

Native Title Costs means costs associated with agreements made under Native Title.

Net Amount has the meaning given in section 17-5 of the GST Act.

NI43-101 means the National Instrument 43-101 Standards of Disclosure for Mineral Projects as developed by the Canadian Securities Administrators, which references the Mineral Resource definitions of the Canadian Institute of Mining, Metallurgy and Petroleum, and as varied from time to time.

NLC means the Northern Land Council, ABN 56 327 515 336.

Nominated Dispute means a dispute between the Parties arising out of, or in connection with, this Agreement which:

- (a) is expressly required to be determined in accordance with clause 15.12(d);
- (b) relates to a Technical Dispute or a Financial Dispute; or
- (c) cannot otherwise be determined by arbitration or a court of competent jurisdiction.

Ore Reserve has the meaning given in the JORC Code or NI43-101, as the context demands.

Outgoings has the meaning given in clause 5.1(b).

Parties means the Vendor, Purchaser and the Guarantor and includes their successors and permitted assigns and **Party** has a corresponding meaning.

Personnel means any officers, employees, contractors or agents of a Party.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Product means any ores, concentrates or other primary, intermediate or final product of any Minerals produced by the Purchaser (or its Related Bodies Corporate) or the Joint Venture, as applicable, from Mining within the Tenements or the Royalty Area, as applicable.

Prohibited Activity means:

- (a) using funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political or terrorist activity;
- (b) directly or indirectly making, offering, accepting or authorising, any unlawful payment or anything of value (including any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment) to any person;
- (c) directly or indirectly making, offering, accepting or authorising the transfer of anything of value from or to any person for the purpose of gaining an improper business advantage or encouraging any

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person to violate the policies of his or her employer or to breach a legal obligation or any obligation of trust, good faith or impartiality;

- (d) directly or indirectly making, offering, accepting or authorising the transfer of anything of value or other advantage from or to any person knowing or believing that the acceptance or receipt by that person of the advantage would itself be improper or result in breach of legal obligation, or an obligation of trust, good faith or impartiality,
- (e) directly or indirectly making, offering, accepting or authorising the transfer of anything of value or other advantage from or to a Government Official with the intention of influencing the Government Official in the performance of his or her function; or
- (f) other violation of Business Integrity Laws.

Related Body Corporate has the meaning given to that term in the Corporations Act and in the case of the Vendor, includes Rio Tinto Limited, Rio Tinto plc and any other corporation in which Rio Tinto Limited and/or Rio Tinto plc is the ultimate parent entity, or owns or controls directly or indirectly more than 50% of the shares or stock carrying the right to vote at a general meeting (or its equivalent) of the corporation.

Rio Tinto Policies means the policies of RTX's ultimate parent entity, Rio Tinto Limited, dealing with anti-corruption (including third party integrity, proper internal controls and accurate books and records), transparency, fair business practices, political involvement, government relations, conflicts of interest and whistleblowing programme, which are currently set out in the following policy documents (which may be varied or replaced from time to time): The Way We Work, Supplier Code of Conduct and Business Integrity Standard, which are available at <http://www.riotinto.com/aboutus/policies-standards-and-guidance-5243.aspx>.

Royalty means the net smelter return royalty payable to the Vendor in accordance with clause 7.1 or to a diluting Participant in accordance with clause 13 of the Joint Venture Terms in Schedule 3 (as the context demands), and with the Royalty Deed.

Royalty Area means the area of land within the external boundaries of the Tenements as at the Execution Date.

Royalty Deed means the net smelter return royalty deed in Schedule 4.

Second Clawback Acceptance Notice has the meaning set out in clause 6.2(a)(ii).

Second Clawback Interest has the meaning set out in clause 6.1(a)6.1(ii).

Second Clawback Right means the Vendor's right to be transferred the Second Clawback Interest in accordance with clause 6.

Second Clawback Trigger has the meaning set out in clause 6.1(b)(ii).

Taxes means, unless the contrary intention is expressed, any and all taxes, including, without limitation, GST, excise, stamp, documentary, customs, import/export, payroll, personal, property, real property, interest equalisation, business, occupation, turnover, income, corporation, capital, profits, gains, gross receipts, or other taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever or whensoever, together with any penalties, fines or interest thereon or similar additions thereto, imposed, levied or assessed by any Government Authority or otherwise payable.

Tax Invoice has the meaning given in clause 13.

Tax Period has the same meaning given in section 195-1 of the GST Act.

Technical Dispute means a dispute that involves issues in connection with Exploration, Development or Mining which is capable of determination by reference to mining, engineering or scientific knowledge and practice.

Tenements means the Exploration Licences and the Exploration Licence Applications.

Tenements for Relinquishment means the applications for Exploration Licences 27919, 27920, 30953, 30954, 30955, 30958 and 30959 as registered by the Minister pursuant to the Mining Act and listed in the Farm-In Agreement.

Territory Revenue Office means the division of the Northern Territory Government Department of Treasury and Finance, with the same name or that otherwise is established to administer the assessment and collection of stamp duty on property transfers in the Northern Territory.

Warranties means the warranties provided pursuant to clause 9.

Wilful Default means an intentional or reckless act or omission by a person which that person knew, or ought reasonably to have known, to be in breach of this Agreement, or was authorised by another person who knew, or ought reasonably to have known, the act or omission to be in breach of this Agreement.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural and vice versa.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body, authority or other entity includes any of them.
- (e) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as varied, supplemented, novated or replaced, except to the extent prohibited by this Agreement or other agreement or document.
- (f) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (g) A reference to “A\$”, “\$” or “dollars” is a reference to Australian dollars.
- (h) A reference to the word “including” shall not be exclusive of any matter and shall be deemed to mean “including, without limitation”.
- (i) Nothing in this Agreement is to be interpreted against a Party solely on the ground that the Party put forward this Agreement or any part of it.
- (j) If an event must occur on a specified day which is not a Business Day, then the specified day will be taken to be the next Business Day.
- (k) A reference to conduct includes any omission, statement and undertaking, whether or not in writing.
- (l) A reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible form.

1.3 Consents or approvals

Except where the context requires otherwise, if the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of a Party, or is within the discretion of a Party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the Party in its absolute discretion.

1.4 Reference to a tenement

In this Agreement, any reference to a tenement (including the Tenements) includes a reference to any application, grant, renewal, re-issuance, extension, modification, substitution, variation, amalgamation or

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subdivision of the tenement, and any retention or production tenement granted pursuant to rights or interests held under a tenement, including where applicable a mining lease.

2. SALE AND PURCHASE

2.1 Sale and purchase

- (a) Subject to the terms and conditions in this Agreement, the Vendor agrees to sell and assign to the Purchaser and the Purchaser agrees to purchase from the Vendor and take an assignment of all of the Vendor's right, title and interest in the Assets, and to pay the Consideration, (and where applicable, the Royalty), to the Vendor and grant to the Vendor the Clawback Rights.
- (b) The terms of this Agreement supersede all prior discussions and agreements between the Parties, including the Farm-in Agreement.

2.2 Consideration

As consideration for the sale by the Vendor of its interest in the Assets to the Purchaser, the Purchaser shall make the following payments to the Vendor:

- (a) A\$100,000 within 20 Business Days of the later of:
 - (i) receiving confirmation of the transfer of the Tenements from the Vendor to the Purchaser;
 - (ii) receiving consent from the NLC in writing for the transfer of the ALRA Deeds; and
 - (iii) receiving a Tax Invoice from the Vendor for such amount.

(Initial Consideration); and
- (b) a further potential contingent payment equal to one thousand (1000) multiplied by the average spot price (being the mid-point "cash" closing price) per tonne of zinc metal and lead metal as quoted on the London Metals Exchange (**LME**) over the 10 LME trading days up to and including the Trigger Date (as defined below) converted into Australian dollars using the mid-point closing spot US\$:A\$ exchange rate quoted by Bloomberg (or equivalent accepted authority), within 20 Business Days of the earlier of the Purchaser:
 - (i) completing a JORC Code compliant resource study that shows a measured plus indicated Mineral Resource greater than 20 million tons at greater than eight percent (8%) combined lead and Zinc within the area of the Tenements; and
 - (ii) a Decision to Mine being made,

(with such date being the **Trigger Date** and such payment being the **Contingent Consideration**),

(together, the **Consideration**).

2.3 Apportionment

The Initial Consideration is apportioned as follows:

- (a) the Exploration Licences: A\$60,000;
- (b) the Exploration Licence Applications: A\$20,000; and
- (c) the Mining Information: A\$20,000.

2.4 Election as to form of payment of Initial Consideration

- (a) The payment of the Initial Consideration by the Purchaser under clause 2.2(a) may, at the election of the Purchaser, be made in either:

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- (i) cash, in Australian dollars by way of cleared funds transferred into the Vendor's nominated bank account; or
 - (ii) fully paid up and to the extent possible, freely tradable, common shares in the Guarantor issued to the Vendor (or the nominee of the Vendor) at an issue price per share which is:
 - A) the same as the issue price pursuant to the most recent or concurrent capital raising by the Guarantor of over C\$0.5 million; or
 - B) if no such capital raising is undertaken, at a discount of ten per cent (10%) to the value weighted average price of the common shares on the Toronto Stock Exchange (**TSX**) over the ten (10) TSX trading days prior to the date of issue; or
 - C) otherwise such other price as the Parties may agree in good faith,
- (Issue Price).**
- (b) At least five (5) Business Days before the Initial Consideration payment is made, the Purchaser must notify the Vendor of its elected form of payment and, if it elected to pay by way of common shares pursuant to clause 2.4(a)(ii), provide details of the calculation of the Issue Price and the number of shares so issued.
 - (c) The Vendor acknowledges that any common shares of the Guarantor issued to the Vendor as payment of the Initial Consideration may be subject to a statutory hold period pursuant to applicable Law as well as any hold period that may be imposed by the rules and policies of the TSX.

2.5 Method of payment

The Vendor must endeavour to provide the Purchaser with a Tax Invoice for each relevant Consideration payment amount in clause 2.2 at least twenty (20) Business Days ahead of the respective Consideration payment date, otherwise the payment date will be extended to such date that is twenty (20) Business Days after receipt by the Purchaser of such Tax Invoice. Each Tax Invoice must set out:

- (a) the Vendor's bank account details; and
- (b) for the Tax Invoice in respect of the Initial Consideration, the Vendor's or its nominee's registration details for if the Purchaser elects to pay by way of common shares in the Guarantor pursuant to clause 2.4(a)(ii).

3. CONDITIONS

3.1 Conditional agreement

This Agreement, other than this clause 3 (Conditions), 12 (Confidentiality), 14 (Notices) and 15 (Ancillary Provisions), is conditional on:

- (a) the Minister approving (or consenting or indicating his approval or consent to) this Agreement and to the transfer of the Tenements from the Vendor to the Purchaser;
- (b) the registration of such transfer under the Mining Act; and
- (c) the NLC providing its written consent for the transfer of the Tenements and the assignment of the ALRA Deeds.

3.2 Purchaser's and Vendor's Responsibilities

Other than in respect of clause 3.1(c), the Purchaser is responsible for and must use all reasonable endeavours to satisfy the conditions specified in clause 3.1 as soon as practicable after the Execution Date. The Vendor must provide all reasonable assistance to the Purchaser in relation to the satisfaction of the conditions, including seeking the consent of the NLC. The Purchaser will keep the Vendor regularly

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informed of its progress in this regard and will notify the Vendor when all of the conditions set out in clause 3.1 have been satisfied.

3.3 Termination

Either Party may, by written notice to the other Party, immediately terminate this Agreement if:

- (a) the Minister rejects the registration of the Agreement or the transfer of the Tenements as contemplated by clause 3.1; or
- (b) the conditions set out in clause 3.1 are not satisfied within 180 Business Days of the Completion Date, or any longer period agreed in writing by the Parties prior to the end of that 180 Business Day period.

3.4 Rights on termination

- (a) On termination under clause 3.3 and subject to paragraph 3.4(b), the rights and obligations of the Parties under this Agreement, other than those expressed to continue to be binding on a Party after it ceases to be a Party, will cease except to the extent the Parties have accrued rights under this Agreement.
- (b) If this Agreement is terminated under clause 3.3, the Farm-In Agreement between the Purchaser and the Vendor will continue unaffected and the Parties agree that the "Stage 1 Farm-in" (as defined in the Farm-in Agreement) expenditure timeframes under the Farm-In Agreement will be treated as having been suspended for the period between the Execution Date and the date of termination of this Agreement. For the avoidance of doubt, the Purchaser remains obligated to meet the minimum required expenditure to keep the Tenements in good standing during the period from the Execution Date and while the conditions in clause 3.1 are being satisfied.
- (c) Immediately following termination under clause 3.3, the Parties will take all other steps to return each other to their positions immediately prior to the Execution Date including:
 - (i) the Purchaser shall return all indicia of title (including the licence instruments) in the Purchaser's control or possession which were provided by the Vendor to the Purchaser; and
 - (ii) the Vendor shall refund any Consideration received to the Purchaser within 10 Business Days of the return of the title documents under (i) above. Where Consideration has been received in the form of common shares in the Guarantor, such shares shall be sold under instruction from the Purchaser, with the proceeds (net of any sale costs and associated Taxes) remitted to the Purchaser.

4. COMPLETION

4.1 Time and place of Completion

Completion will take place on the Completion Date by exchange of relevant documents electronically, or otherwise at such place as the Parties may agree.

4.2 Vendor's obligations at Completion

On or before Completion, unless otherwise agreed in good faith by the Parties, the Vendor shall deliver to the Purchaser:

- (a) instruments of transfer in registrable form duly executed by the Vendor in favour of the Purchaser in respect of the Tenements, as well as any additional supporting documentation required to transfer the Tenements, as notified by the Vendor to the Purchaser;

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- (b) all indicia of title (including the licence instruments) in the Vendor's control or possession which have been issued in respect of the Tenements;
- (c) two copies of each of the ALRA Assignment Deeds signed by the Vendor; and
- (d) a valid Tax Invoice for the Initial Consideration payment as set out in clause 2.2(a) and pursuant to clauses 2.40 and **Error! Reference source not found..**

4.3 Purchaser's obligations at Completion

On or before Completion the Purchaser must deliver to the Vendor:

- (a) three executed originals of the Mortgage Deed; and
- (b) two executed originals of the Royalty Deed.

4.4 Property, risk and possession

On and from Completion:

- (a) subject to the terms and conditions in this Agreement, the Vendor's beneficial interest in the Assets shall be transferred to the Purchaser;
- (b) subject to the terms and conditions in this Agreement, property and risk in the Assets shall be transferred to the Purchaser;
- (c) the Purchaser will assume all liabilities and obligations that relate to the Assets, including expenditure commitments, any reporting requirements and the payment of all rents, rates, taxes, assessments and other outgoings in respect of the Tenements; and
- (d) the Parties agree to terminate the Farm-In Agreement and release and forever discharge the other party from its obligations and any further liability thereunder, save and except for clause 13 of the Farm-In Agreement (and any other provision expressly stated in the Farm-In Agreement to survive termination) shall survive termination of the Farm-In Agreement, with such termination to be effective from the date that the conditions in clause 3.1 have all been met and with the Parties to in good faith agree, if requested by either Party, a formal termination and release agreement to more fully document the termination.

5. POST COMPLETION OBLIGATIONS

5.1 Obligations pending transfer of the Tenements

On and from the Execution Date until the registration of the transfer of the Vendor's interest in all of the Tenements to the Purchaser:

- (a) the Vendor must take no steps to surrender, cancel, vary or transfer its interest in the Tenements and must not assign, transfer, encumber, declare itself a trustee of or otherwise deal with or dispose of the Tenements or its interest in the Tenements except in accordance with the terms of this Agreement or upon the written direction of, or with the written consent of, the Purchaser;
- (b) the Vendor must inform the Purchaser when any rents, rates, taxes, assessments and other outgoings in respect of the Tenements (**Outgoings**) arise and the Purchaser must reimburse the Vendor for any such payments made by the Vendor after the Execution Date;
- (c) the Purchaser must comply, at its cost, with the Mining Act and the requirements of any Government Authority in connection with the transfer of the Tenements, including the execution or provision of any documents; and
- (d) the Parties agree to assist each other and take all steps necessary to satisfy the transfer of the Tenements to the Purchaser.

5.2 Purchaser to stamp, lodge, register

- (a) As soon as practicable after Completion, unless otherwise agreed in writing with the Vendor, the Purchaser must:
 - (i) no later than fifteen (15) Business Days after Completion, lodge this Agreement, the Royalty Deed, the Mortgage Deed and the transfer or assignment of the Assets with the Territory Revenue Office for assessment;
 - (ii) no later than ten (10) Business Days after the issue of the stamp duty assessment by the Territory Revenue Office, attend to the payment of all stamp duty in connection with this Agreement, and the transfer or assignment of the Assets; and
 - (iii) no later than five (5) Business Days of payment of the stamp duty assessment, lodge the instruments of transfer provided in clause 4.2(a) for registration in accordance with the Mining Act including with the Environmental Authority and thereafter do all things as may be reasonably necessary to facilitate the registration of those instruments (including lodgement of any security bonds, guarantees or undertakings in relation to the Tenements).
- (b) The Purchaser must pay all stamp duty and registration fees or costs imposed by any relevant Government Authority on the sale and transfer of the Assets from the Vendor to the Purchaser (including any fines and penalties imposed for the late payment thereof) or, if the Vendor pays any registration fees or costs imposed by any relevant Government Authority, undertakes to reimburse the Vendor for any such fees or costs within 20 Business Days of the receipt of a relevant Tax Invoice from the Vendor. No Party shall be responsible for Taxes assessed on, or calculated on the basis of income, company, profits, turnover, capital gain or similar tax obligations of another Party.
- (c) The Vendor and the Purchaser must execute any documents necessary for the purposes of this clause 5.2 and must otherwise cooperate and use their reasonable endeavours to ensure that the consents, approvals and registrations are obtained as soon as possible, including the NLC's consent and execution of the ALRA Assignment Deeds and any associated documents.

5.3 Reporting

- (a) After Completion and up until the Clawback Right Notification of the Second Clawback Trigger, the Purchaser must (to the extent that such information has not been the subject of disclosure on a relevant stock exchange), provide a report to the Vendor within 90 Business Days after the end of each Calendar Year containing the following information:
 - (i) a summary of the work carried out by or on behalf of the Purchaser within or in relation to the Tenements during the Calendar Year just ended, including summary details of any exploration results, Mineral Resource or Ore Reserve estimates, Feasibility Work, Development, Decision to Mine, Mining and production;
 - (ii) a summary of the Purchaser's proposed activities within or in relation to the Tenements during the subsequent Calendar Year;
 - (iii) a summary of any material health, safety, environmental or Native Title related issues in relation to the activities of the Vendor on the Tenements during the Calendar Year just ended; and
 - (iv) a summary of cumulative Exploration Expenditure.
- (b) After the Clawback Right Notifications, if the Vendor does not exercise the Clawback Rights within the time periods specified in clause 6.2(b) and while the Vendor continues to hold the right to be paid the Royalty, the Purchaser must provide a report to the Vendor within 30 days after the end of each Calendar Year containing a summary of the work carried out by or on behalf of the Purchaser within or in relation to the Tenements during the Calendar Year just ended, including

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summary details of any exploration results, Mineral Resource or Ore Reserve estimates, Feasibility Work, Development, Decision to Mine, Mining and production.

5.4 Vendor obligation to assume all obligations for Tenements for Relinquishment

Within 60 Business Days of Completion:

- (a) the Vendor must take reasonable steps to surrender, relinquish, withdraw or otherwise assume all obligations for the Tenements for Relinquishment; and
- (b) the Vendor must comply, at its cost, with the Mining Act and the requirements of any Government Authority in connection with the surrender, relinquishment or withdrawal of the Tenements for Relinquishment, including the execution or provision of any documents.

6. CLAWBACK RIGHTS

6.1 Clawback Right Notification

- (a) The Vendor will have the right (but not the obligation) to buy back:
 - (i) a legal and/or beneficial interest in 49% of the Tenements, associated Mining Information and Minerals within the Tenements (**First Clawback Interest**); or
 - (ii) if the Vendor has not exercised its rights under clause 6.1(a)(i) in respect of the First Clawback Interest, a legal and/ or beneficial interest in 25% of the Tenements, associated Mining Information and Minerals within the Tenements (**Second Clawback Interest**),on and from Completion on the terms set out in this clause 6 (**Clawback Rights**).
- (b) The Purchaser must issue a written notice to the Vendor (**Clawback Right Notification**), which must include details of the relevant milestone having been met and of the relevant Expenditure incurred by the Purchaser to the date of the Clawback Right Notification, within 20 Business Days of each of the following occurring:
 - (i) completion of Expenditures to the value of \$20,000,000, which for the avoidance of doubt includes Exploration Expenditure, estimated at approximately A\$6 million, already incurred by the Purchaser pursuant to the Farm-In Agreement (**First Clawback Trigger**); and, if the Vendor does not exercise its Clawback Right regarding the First Clawback Interest pursuant to clause 6.2(a)(i),
 - (ii) completion of a Feasibility Study (**Second Clawback Trigger**).
- (c) The Vendor may query the basis of, and any of the details set out in a Clawback Right Notification, in accordance with the dispute resolution process set out in clause 15.12.

6.2 Exercise of Clawback Rights

- (a) The Vendor will be entitled to exercise in its sole and absolute discretion (and without any obligation to do so) its:
 - (i) First Clawback Right regarding the First Clawback Interest by issuing a written notice to the Purchaser (**First Clawback Acceptance Notice**) within 20 Business Days of receiving a Clawback Right Notification under clause 6.1(b)(i); or
 - (ii) if the Vendor has not exercised its right under clause 6.2(a)(i) in respect of the First Clawback Interest, its Second Clawback Right regarding the Second Clawback Interest by issuing a written notice to the Purchaser (**Second Clawback Acceptance Notice**)

within 20 Business Days of receiving a Clawback Right Notification under clause 6.1(b)(ii).

- (b) The Relevant Clawback Right will automatically expire and will not be capable of exercise if the Vendor does not issue (as applicable) a:
 - (i) First Clawback Acceptance Notice within 20 Business Days of receiving a Clawback Right Notification notifying that the First Clawback Trigger has occurred under clause 6.1(b)(i); or
 - (ii) Second Clawback Acceptance Notice within 20 Business Days of receiving a Clawback Right Notification notifying that the Second Clawback Trigger has occurred under clause 6.1(b)(ii).
- (c) If the Vendor fails to provide a Clawback Acceptance Notice within the applicable time period specified in clause 6.2(b), it shall be deemed to have elected not to exercise the Clawback Rights and the Purchaser retains its 100% interest in the Assets, subject only to the Royalty and other obligations set out in this Agreement, and the Vendor has no further right to earn or acquire any interest in the Assets.

6.3 Obligations on Giving of Clawback Acceptance Notice and Joint Venture

If the Vendor gives the Purchaser a Clawback Acceptance Notice:

- (a) The Vendor and the Purchaser will form a joint venture (the **Joint Venture**) in respect of the Assets with the Initial Participating Interests under the Joint Venture being:
 - (i) where the First Clawback Right has been exercised:
 - a. 49% in relation to the Vendor or its nominated Related Body Corporate; and
 - b. 51% in relation to the Purchaser; or
 - (ii) where the Second Clawback Right has been exercised:
 - a. 25% in relation to the Vendor or its nominated Related Body Corporate; and
 - b. 75% in relation to the Purchaser.
- (b) The Parties must cooperate in good faith and use reasonable endeavours to form the Joint Venture as soon as practicable after the date of the Clawback Notice.
- (c) The Joint Venture is deemed formed after such payment and transfer have been completed (the **Joint Venture Formation Date**).
- (d) The terms and conditions of the Joint Venture shall include and be in accordance with the terms and principles set out in Schedule 3 (the **Joint Venture Terms**).
- (e) The Guarantor will act as guarantor of the Purchaser's obligations under the Joint Venture in accordance with clause 10.
- (f) The Parties agree to in good faith negotiate a full form Joint Venture Agreement that embodies the Joint Venture Terms and includes other provisions typical of such agreements within six (6) months of the date of the Clawback Notice. Any disputes in relation to the agreement of this full form agreement will be subject to the dispute resolution provisions set out in clause 15.12.
- (g) The Vendor must pay all stamp duty and registration fees or costs imposed by any relevant Government Authority on the transfer of any Joint Venture interest in Tenements or in the Assets from the Purchaser to the Vendor (including any fines and penalties imposed for the late payment thereof). No Party shall be responsible for Taxes assessed on, or calculated on the basis of income, company, profits, turnover, or capital gain of another Party arising out of or relating to the formation of the Joint Venture or the transfer of Assets under this clause 6.3.

7. ROYALTY

7.1 Purchaser to Pay the Royalty

- (a) On and from the date that the Vendor is deemed not to have elected to exercise the Clawback Rights pursuant to clause 6.2(c), the Purchaser unconditionally reserves and agrees to pay to the Vendor a net smelter return royalty of two point five per cent (2.5%) in respect of all Product produced from any Mining within the Royalty Area in accordance with the provisions of the Royalty Deed (as set out in Schedule 4 to this Agreement) (the **Royalty**).
- (b) At any point from Completion up to and including the date of the Purchaser providing the Vendor the Clawback Right Notification of the Second Clawback Trigger, the Vendor may give the Purchaser notice that it declines to exercise the Clawback Rights and elects to receive the Royalty (**Clawback Right to Royalty Conversion Notice**). The Royalty will be payable by the Purchaser to the Vendor in accordance with the provisions of the Royalty Deed (as set out in Schedule 4 to this Agreement).

8. ASSIGNMENT AND SALE

8.1 Definition of Assign

In this clause 8 "**Assignment**" means the sale, assignment, transfer or encumbering (including indirectly by virtue of a Change in Control), of a Party's:

- (a) right, title, interests in relation to the Assets (or any part thereof); or
- (b) rights and/or obligations under this Agreement (or any of those rights and obligations)

(**Interest**)

and "**to Assign**" has a corresponding meaning.

8.2 Assignment and Sale

- (a) Other than in relation to a Participating Interest in the Joint Venture (if formed) (which is governed by the provisions in the Joint Venture Terms), except to the extent set out in clause 8.2(b), a Party must not Assign an Interest to any person, unless:
 - (A) the other Parties have consented in writing (such consent not to be unreasonably withheld if the transferee is financially and technically capable of assuming the rights, title, interest and/or other obligations and, provided that the other Party is satisfied (acting reasonably) as to the nature and reputation of the proposed transferee);
 - (B) the transferee, assignee or Encumbrance lodger has first entered into a deed of assumption with the other Party (on terms acceptable to the other Party) covenanting to observe and perform all obligations of the first Party under this document, to the extent of the rights acquired by the assignee, transferee or Encumbrance lodger; and
 - (C) in the case of Assignment by the Purchaser, the Initial Consideration has been paid in full.
- (b) A Party may Assign an Interest to a Related Body Corporate of that Party, provided that:
 - (i) the assignee enters into a deed agreeing to be bound by the terms of this Agreement; and
 - (ii) within 14 days following the date of the Assignment, the assignor provides a copy of the executed assignment deed to the non-transferring Party.

9. WARRANTIES AND INDEMNITIES

9.1 Mutual Warranties

The Purchaser and the Vendor represent and warrant to each other that each of the following statements is true and correct in all material respects as at the Execution Date and at Completion:

- (a) **(Status)** It is a corporation duly incorporated and validly existing under the Laws of the place of its incorporation.
- (b) **(Power)** It has the power to enter into and perform its obligations under this Agreement, to carry out the transactions contemplated by this Agreement and to carry on its business as now conducted or contemplated.
- (c) **(Corporate authorisations)** It has taken all necessary corporate action to authorise the entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement.
- (d) **(Documents binding)** This Agreement is valid, binding on it and enforceable against it in accordance with its terms, subject to any necessary stamping and registration.

9.2 Vendor Warranties

The Vendor warrants that, as at the Execution Date by reference to the facts and circumstances then existing and other than the Purchaser is already aware by virtue of its activities under the Farm-In Agreement:

- (a) the Vendor is the sole legal and beneficial owner of the Tenements and has full right, power and authority to sell, assign and transfer its interest in the Tenements to the Purchaser in accordance with the provisions of this Agreement;
- (b) the Vendor is not aware of any proceedings being on foot to surrender, cancel or forfeit the Tenements;
- (c) there are no Encumbrances against or relating to its interest in the Tenements;
- (d) there is no litigation or proceeding of any nature concerning the Assets, pending or threatened against the Vendor or any other person which may defeat, impair, detrimentally affect or reduce the right, title and interest of the Vendor in the Tenements or the interest therein expressed to be sold to the Purchaser under this Agreement, including any claim seeking forfeiture of the Tenements; and
- (e) the Tenements are in full force and effect and in good standing and not liable to cancellation or forfeiture for any reason and the Vendor is not in breach or contravention of any of the terms and conditions upon which the Tenements were granted or of any other rule, regulation or provision of the Mining Act or any other statute concerning, affecting or relating to the Tenements.

9.3 No warranty as to Native Title

Subject to those warranties set out in clause 9.2, the Vendor does not give any representation or warranty in respect of Native Title or in respect of the rights of any person as to Native Title and any such representation or warranty which could otherwise be implied in this Agreement is excluded.

9.4 Sole warranty

- (a) The Vendor gives no warranties and makes no representations other than the warranties given under clauses 9.1 and 9.2 (the Warranties) and all warranties and conditions which could otherwise be implied in this Agreement are excluded to the maximum extent permitted by law.
- (b) Other than set out in this clause 9, the Purchaser takes on the Assets on an "as is where is" basis.

9.5 Purchaser's reliance on own judgment

Without prejudice to its reliance on the Warranties, each of the Purchaser and the Guarantor acknowledges that it is entering into this Agreement:

- (a) in reliance on its own judgment and evaluation of the information and data concerning the Tenements supplied to it by or on behalf of the Vendor; and
- (b) not in reliance on any conduct of, or statements, undertakings, promises, warranties or representations made to the Purchaser or to any other person by or on behalf of the Vendor, its Related Bodies Corporate or any other person acting on behalf of any of them.

9.6 Purchaser's own enquiries

Without prejudice to its reliance on the Warranties, each of the Purchaser and the Guarantor further acknowledges and agrees that:

- (a) it has had the opportunity and satisfactory access:
 - (i) to examine all of the information and data concerning the Assets supplied to it by or on behalf of the Vendor;
 - (ii) to seek such independent advice as it considered necessary; and
 - (iii) to make enquiries of the Vendor and its representatives;
- (a) it has knowledge and experience in financial and business matters, mineral exploration and production and it is capable of evaluating the merits and risks associated with the purchase of the Tenements and it is aware of the actual and potential risks that are generally known within the Australian mining industry and;
- (b) at no time has the Vendor or any person on its behalf made or given, nor has the Purchaser or the Guarantor relied on, any representation, warranty, promise or undertaking in respect of the future prospects for the Tenements or otherwise.

9.7 Claim for breach of Warranty and Release

To the maximum extent permitted by Law, the Vendor will not be liable to pay damages to the Purchaser for breach of the Warranties or any other matter under this Agreement unless a claim is made in writing by the Purchaser setting out in reasonable detail the nature of the claim and the damages sought (to the extent the amount can be reasonably determined) on or before the date being twelve (12) months after the Execution Date. To the maximum extent permitted by law, the Purchaser releases the Vendor from, and agrees not to make and waives any right it might have to make, any claim against the Vendor in relation to clause 9.6 and will procure that its Related Bodies Corporate and their respective officers so release and agree not to make and to waive all such claims.

9.8 Notice of claim

If the Purchaser becomes aware of a claim or potential claim the Purchaser may have against the Vendor with respect to the Warranties or otherwise under this Agreement, the Purchaser must give notice of such claim to the Vendor within forty (40) Business Days of becoming so aware, or the claim will be excluded.

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9.9 Maximum aggregate liability

The maximum aggregate liability of the Vendor for claims made by the Purchaser for any breach of the Warranties or otherwise under the terms of this Agreement is the Initial Consideration paid under clause 2.2 of this Agreement.

9.10 Purchaser's Indemnity

The Purchaser indemnifies and holds the Vendor harmless against any and all claims, losses, damages, liabilities, costs or expenses (including legal fees) that may be incurred or sustained by the Vendor in connection with:

- (a) any default or delay by the Purchaser in the due and punctual performance of any of its obligations under this Agreement; and
- (b) any act or omission of the Purchaser or its Related Bodies Corporate on or after Execution Date in relation to the Assets.

9.11 Vendor's Indemnity

The Vendor indemnifies and holds the Purchaser harmless against any and all claims, losses, damages, liabilities, costs or expenses (including legal fees) that may be incurred or sustained by the Purchaser in connection with any default or delay by the Vendor in the due and punctual performance of any of its obligations under this Agreement prior to the completion of the sale and transfer of the Assets to the Purchaser.

10. PARENT COMPANY GUARANTEE

10.1 Undertaking

The Guarantor:

- (a) unconditionally and irrevocably guarantees to the Vendor, the due and punctual performance by the Purchaser of all obligations that the Purchaser has under this Agreement; and
- (b) separately indemnifies the Vendor against any claim, loss, liability, cost or direct expense that may be incurred or sustained in connection with any default or delay by the Purchaser in the due and punctual performance of any of its obligations under this Agreement.

10.2 Liability unaffected by other events

The liability of the Guarantor under this clause 10 is not affected by any act, omission or thing that, but for this clause 10, might in any way operate to release or discharge the Guarantor from any of its obligations (whether with or without the consent of the Guarantor) including (without but not limited to):

- (a) the grant to the Purchaser or any other person at any time of a waiver or other indulgence, or the discharge or release of the Purchaser or any other person from any liability or obligation;
- (b) any other transaction or arrangement that may take place between the Vendor and the Purchaser or any other person;
- (c) Purchaser or any other person suffers an Insolvency Event;
- (d) the failure or omission or any delay by any of the Vendor or the Purchaser to notify the Guarantor of any default by the Purchaser or by any other person under this Agreement;
- (e) any legal limitation, disability, incapacity or other circumstances related to the Purchaser or any other person;
- (f) any provision, novation, amendment, extension of or variation to this Agreement, if any, or any other document or security so that references to this Agreement in this clause 10 must include

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each such provision, novation, amendment, extension and variation or any act carried out in performance of this Agreement;

- (g) any dispute between any of the Vendor and the Purchaser or any allegation that the Purchaser has claims against the Vendor or any objection or representation made by the Purchaser against the Vendor; and
- (h) the taking, variation, compromise, renewal or release or refusal or neglect to perfect or enforce any rights, remedies or securities against the Purchaser or any other person.

10.3 Continuing Guarantee and Indemnity

The guarantee set out in this clause 10:

- (a) extends to cover this Agreement as amended, varied or replaced whether with or without the consent of the Guarantor, provided that the Guarantor is the Holding Company of the Purchaser at the time the amendment, variation or replacement is entered into; and
- (b) is a continuing guarantee and indemnity and remains in full force and effect, for so long as the Purchaser has any liability or obligation to the Vendor under this Agreement, the Guarantor is the Holding Company and until all of those liabilities and obligations have been fully discharged.

10.4 Sale of Shares and Assets

Subject to clause 10.6, all guarantees and indemnities and obligations assumed or given by the Guarantor under this Agreement cease on and from the time the Guarantor sells all of its shares in the Purchaser or the Purchaser sells the Assets to a third party, provided:

- (a) the Guarantor is not in breach of any of its obligations under this Agreement including this clause 10 and all of its obligations or liabilities under this Agreement accruing prior to the sale of its shares in the Purchaser or prior to the Purchaser selling the Assets to a third party have been discharged;
- (b) the third party purchasing the shares or the Assets has provided a Holding Company guarantee in a form acceptable to the Vendor (to the extent the third party is a subsidiary entity and such guarantee is requested by the Vendor);
- (c) the third party (and its Holding Company if relevant) have entered into a deed reasonably acceptable to the Vendor under which the third party and its Holding Company (if relevant) agree to be bound by the terms of this Agreement;
- (d) the Vendor is satisfied that the third party (or, if relevant, its Holding Company guaranteeing the performance of the third party's obligations under this Agreement), will be able to comply with their financial, technical and other obligations under this Agreement; and
- (e) the Vendor has notified the Guarantor that the provisions of this clause 10.4 have been satisfied.

10.5 No inducements

The Guarantor acknowledges that, except as expressly set out in this Agreement, it has not entered into its obligations under this clause 10 as a result of or by reason of any promise, representation, warranty, inducement or information of any nature given to it or the Purchaser and or to any person on their respective behalf by or on behalf of the Vendor.

10.6 Rescission or payment

If for any reason (including, without limitation, under any law relating to insolvency, fiduciary obligations or the protection of creditors):

- (a) all or part of any transaction of any nature (including, without limitation, any payment or transfer) that affects or relates in any way to the obligations of the Guarantor under this clause 10 is void, set aside or voidable;

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- (b) any claim that anything contemplated by clause 10.6(a) is so upheld, conceded or compromised; or
- (c) the Vendor is required to return or repay any money or asset received by it under any such transaction or the equivalent in value of that money or asset,

the Vendor will immediately become entitled against the Guarantor to all rights that it would have had if all or the relevant part of the transaction had not taken place. The Guarantor indemnifies the Vendor, against any resulting claim, loss, liability, cost and expense that may be incurred or sustained by the Vendor. Unless the Vendor expressly notifies the Guarantor pursuant to clause 10.4, this clause 10 continues after the revocation, discontinuance or discharge of this Agreement.

10.7 References to the Purchaser

The Parties agree and acknowledge that any reference to the Purchaser in this clause 10 is to be taken to be a reference to any Related Body Corporate assignee of the Purchaser (other than the Guarantor) that has acquired an interest in any Tenement in accordance with clause 8.2(b).

11. SECURITY

11.1 Caveat

- (a) The Purchaser agrees that the Vendor is entitled to lodge consent caveats over (and in respect of) the Tenements (and any excised areas) to notify and protect its rights and interests under this Agreement, and the Purchaser consents, and will undertake any reasonable steps to consent, to any such lodgement.
- (b) Subject to clause 11.2 the Purchaser covenants that it will not take any steps to seek the removal of any caveat lodged by the Vendor under this clause 11.1.

11.2 Removal of Caveat

- (a) The Vendor must promptly remove its caveat against any Tenement (or excised areas) at the request of Purchaser where necessary to permit the registration of any dealing:
 - (i) between the Purchaser and any assignee (or joint venturer);
 - (ii) between the Purchaser and any permitted mortgagee; or
 - (iii) where the dealing is between Purchaser and Vendor.
- (b) The Vendor may re-register its caveat immediately after the relevant dealing is registered.

11.3 Mortgage

As security for the rights granted to the Vendor under this Agreement including the Royalty and the Clawback Rights, the Purchaser agrees to:

- (a) enter into the Mortgage Deed over the Tenements and the Mining Information immediately upon execution of this Agreement (as set out in Schedule 5 of this Agreement);
- (b) consent to the Vendor perfecting any security under the PPSA that arises as a result of this Agreement; and
- (c) consent to the Mortgage Deed, charge or security being registered against the Tenements.

11.4 Release of mortgage

The Vendor will release and discharge the mortgage entered into by the Purchaser or any Related Body Corporate of the Purchaser pursuant to clause 11.3 if the Tenement is Assigned (subject to being permitted

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to sell the Tenements under this Agreement) and the Assignee provides a substantially similar security to the Vendor on terms and conditions acceptable to the Vendor (acting reasonably).

11.5 Insolvency and enforcement of rights under Agreement

- (a) In addition to any other rights and obligations under this Agreement, as soon as reasonably practical after:
 - (i) the Purchaser becomes aware that there has occurred a Change in Control in relation to it; or
 - (ii) either Party becomes aware of an Insolvency Event of the Purchaser,the Purchaser must give to the Vendor a notice in writing advising the occurrence of such event (**Change in Control Notice** or **Insolvency Notice**, respectively).
- (b) If the Purchaser issues an Insolvency Notice it is deemed to have granted to the Vendor a first right of refusal option to purchase its interest in the Assets.

12. CONFIDENTIALITY AND MINING INFORMATION

12.1 Confidential Information not to be disclosed

Subject to clause 12.2 and 12.3, each Party covenants with the other that it will:

- (a) keep confidential the terms of this Agreement and all information (including any Mining Information) flowing to a Party by reason of the operation of this Agreement ("**Confidential Information**");
- (b) not disclose or permit to be disclosed the Confidential Information or any part thereof to any person, except solely in connection with this Agreement and other than to its Personnel who need to know, nor will it use or permit to be used the Confidential Information or any part thereof for any purpose except as permitted by this Agreement or with the prior written approval of the other Party;
- (c) use all reasonable endeavours to ensure that its Personnel comply with the provisions of this clause 12 and cause the contents of this clause 12 to be brought to the attention of all Personnel who may gain access to the Confidential Information; and
- (d) take all reasonable precautions to prevent the disclosure of the Confidential Information to third parties.

12.2 Use of Mining Information and activities outside the Tenement area

- (a) Notwithstanding any other provision of this Agreement, the Vendor will be entitled to retain a copy of:
 - (i) Mining Information that is in its possession; and
 - (ii) any Confidential Information,and the Vendor and each of its Related Bodies Corporate will be entitled to use such copies, including after Completion.
- (b) In order to give effect to clause 12.2(a), the Purchaser grants to the Vendor and each of its Related Bodies Corporate, with effect from Completion, a non-exclusive, irrevocable, perpetual, worldwide, royalty free licence to use any documentation or other information comprising the Mining Information or Confidential Information for its own purposes and the purposes of its Related Bodies Corporate including in relation to selling, transferring or assigning all or any of its rights, title, interest and/or obligations under this Agreement.
- (c) At all times during the operation of this Agreement, each Party will have an unrestricted right to engage in and receive the full benefit of activities outside the area of the Tenements (whether or

not any such activities may be in competition with another Party or the Joint Venture, if applicable) without consulting the other Parties or being obliged to offer the other Parties the opportunity to participate in such activities.

- (d) Neither Party makes any representations or warranties as to the accuracy or completeness of the Mining Information to the extent that it is to be used for purposes outside the areas of the Tenements.

12.3 Exceptions to confidentiality

Each Party undertakes that neither it, nor its Personnel will, without the prior written consent of the other Party (which consent is not to be unreasonably withheld), disclose any Confidential Information to any third party unless:

- (a) a Party can show by written evidence that the Confidential Information:
 - (i) is in the public domain other than by reason of a breach of this Agreement;
 - (ii) was lawfully known to that Party prior to its disclosure pursuant to this Agreement; or
 - (iii) was subsequently acquired by that Party from a third party legally entitled to possess and disclose the Confidential Information;
- (b) the disclosure is to its professional advisers or agents retained or Indigenous Groups as required under the ALRA Deeds for purposes directly related to this Agreement;
- (c) the disclosure is to a Related Body Corporate or an officer or employee of a Related Body Corporate;
- (d) the disclosure is required in the ordinary course of events by Law or by any competent authority having jurisdiction over the disclosing Party or over any Related Body Corporate of the disclosing Party, in which case such disclosure is only permitted to the extent necessary to comply with legal and regulatory obligations;
- (e) the disclosure is required in order to comply with the lawful requirements of any recognised stock exchange; or
- (f) the disclosure is to a prospective purchaser, assignee or joint venturer of all or any of the Party's rights, title, interest and/or obligations under this Agreement.

12.4 Announcements

- (a) Except for an announcement or other disclosure required by Law, no public announcement naming a Party or other public disclosure of new or previously unreleased information may be made in relation to the Tenements or this Agreement without the prior written approval of the other Party.
- (b) To the extent that an announcement or other disclosure is required by Law, the disclosing Party must give the other Party at least 5 Business Days' notice prior to the time that the announcement is intended to be made together with a copy of the proposed announcement and the Parties must use all reasonable endeavours to consult in good faith and agree, as soon as reasonably practicable, the wording of such announcement or disclosure before it is made. The disclosing Party must provide a copy of the final announcement (taking into account the additions and amendments requested by the other Party) to the other Party at least 1 Business Days prior to making the public announcement.

12.5 Survival of obligations

Subject to clause 12.2, this clause 12 will survive termination or expiry of this Agreement or the withdrawal of a Party from this Agreement for a period of 2 years from the date upon which such termination or withdrawal takes effect.

13. GST AND WITHHOLDING TAXES

13.1 Definitions

For the purposes of this clause 13, the terms **Supply**, **Taxable Supply**, **GST**, **Input Tax Credit** and **Tax Invoice** have the meanings given to those terms under the GST Act.

13.2 GST

Unless otherwise expressly stated, all amounts payable under this Agreement are expressed to be exclusive of GST. If GST is payable on a Taxable Supply, the amount payable for that Taxable Supply will be the amount expressed in this Agreement plus GST.

13.3 Impact of GST on calculation of amounts payable

Without limiting clause 13.2, if an amount payable under this Agreement is calculated by reference to a liability incurred by a Party, then the liability must be reduced by the amount of any Input Tax Credit to which that Party is entitled in respect of that liability. A Party will be assumed to be entitled to a full Input Tax Credit unless it demonstrates that its entitlement is otherwise prior to the date on which payment must be made.

13.4 Provision of Tax Invoice

A Party receiving a Taxable Supply ("**Recipient**") is not required to pay an amount on account of GST under clause 13.2 to the Party making the Taxable Supply ("**Supplier**") until the Supplier has provided the Recipient with a Tax Invoice in respect of that Taxable Supply.

13.5 Adjustment

If the amount of GST paid by the Recipient under clause 13.2 differs from the amount of GST payable at law by the Supplier on the Taxable Supply, the amount paid by the Recipient to the Supplier will be adjusted accordingly.

13.6 Withholding Taxes

- (a) If a party ("**payer**") is required by any applicable law to make a deduction or withholding from a payment to the other party ("**payee**") for or on account of any Taxes, the payer is entitled to make that deduction or withholding unless the payee provides the payer with valid documentation (received prior to the date when the payment is to be made) showing to the satisfaction of the payer that an exemption applies. If the payer is required by law to deduct or withhold, then the payer shall use its best endeavours to furnish the payee with all receipts, proof of payment and other relevant documentation for all deductions and withholding Taxes so paid to the relevant Government Authority. For the avoidance of doubt, the payer will not be liable to pay any amount to the payee on account of an amount deducted or withheld in accordance with this clause 13.6(b).
- (b) Where a payment is made without a deduction or withholding for or on account of Taxes and such a deduction or withholding was required by any applicable law, the payee shall reimburse the payer for, or otherwise pay to the payer, the amount that should have been withheld or deducted within 14 days of receiving an official receipt (or certified copy) or other documentation evidencing the amount that was required to have been withheld or deducted.

14. NOTICES

Any notice, demand, consent or other communication (a Notice) given or made under this Agreement:

- (a) must be in writing and signed by a person duly authorised by the sender;

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- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand to the address below or the address last notified by the intended recipient to the sender or sent electronically to the email address of the receiving party below or the email address last notified by the intended recipient to the sender:

Vendor

Rio Tinto Exploration Pty Limited
37 Belmont Avenue
Belmont, WA 6104
Email: clat@riotinto.com
Attention: Exploration Director

Purchaser

DPG Resources Australia Pty Limited
c/ Carlos Fernicola Pty Ltd,
131 Leichardt Street,
Spring Hill, Queensland, 4000, Australia
Email: p.walsh@gpmmetals.com
Attention: Peter Walsh

Guarantor

GPM Metals Inc.
1101-141 Adelaide Street West
Toronto, Ontario, M5H 3L5, Canada
Email: p.walsh@gpmmetals.com
Attention: Peter Walsh

- (c) will be taken to be duly given or made:
- (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by post, two (2) Business Days after the date of posting (if posted to an address in the same country) or seven (7) Business Days after the date of posting (if posted to an address in another country);
 - (iii) if sent electronically as an email attachment to the email address of the receiving party, at the time shown in the transmission report as the time that the whole email was successfully sent,

but if the result is that a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent or is later than 4.00pm (local time) it will be taken to have been duly given or made at the commencement of business on the next Business Day in that place.

15. ANCILLARY PROVISIONS

15.1 Severability

Any provision of this Agreement that is prohibited or unenforceable is ineffective only to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

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15.2 Entire agreement

This Agreement and the documents referred to in this Agreement or contemplated by it, contain the entire agreement between the Parties and supersede all prior agreements and understandings between them in connection with these matters.

15.3 Amendment

No amendment or variation of this Agreement is valid or binding on a Party unless made in writing and executed by all Parties to this Agreement.

15.4 Waiver

Neither failure to exercise nor any delay in exercising any right, power or remedy by a Party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Party granting that waiver unless made in writing.

15.5 Further assurances

Each Party must execute all documents and do all things as reasonably necessary to give full effect to the provisions of this Agreement and the transactions contemplated by it.

15.6 Enurement

Except as otherwise provided in this Agreement, the provisions of this Agreement will enure for the benefit of and be binding upon the Parties and their respective successors and assigns and (where applicable) legal personal representatives.

15.7 No merger

The rights and obligations of the Parties will not merge on the completion of any transaction contemplated by this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any such transaction.

15.8 Corporate authorisations

Each Party warrants that it has taken all necessary corporate action to authorise the entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement.

15.9 PPSA

For the purposes of the PPSA, unless provided otherwise in the Deed of Mortgage, the Purchaser:

- (a) consents to the Vendor perfecting any security interest that the Vendor considers arises under or in connection with this Agreement;
- (b) waives its right to receive each notice of a registration event which, under section 157(3) of the PPSA, it is permitted to waive; and
- (c) waives its right to receive anything from the Vendor under section 275 of the PPSA.

15.10 Costs and Stamp Duty

- (a) Each Party must bear its own costs arising out of the negotiation, preparation and execution of, and any waiver or amendment of, this Agreement.
- (b) Unless otherwise provided in this Agreement, all stamp duty, transfer fees and other similar fees (but excluding any income tax, capital gains tax or other taxes of a similar nature) which may be payable on or in connection with:
 - (i) sale and purchase of the Assets contemplated by this Agreement must be borne by the Purchaser;

Sale and Purchase Agreement

- (ii) transfer of the Clawback Interests to the Vendor envisaged in clause 6, must be borne by the Vendor;
 - (iii) any other dutiable transaction arising out of or resulting from the operation of a right under this Agreement must be borne by the recipient of the benefit of that transaction,
- (c) and, the Party who bears the obligation in respect of such stamp duty and such other fees must indemnify the other Party in respect thereof and where the obligation is to be borne by a third party, the Party under this Agreement who instigated the transaction shall indemnify the other Party in respect of such stamp duty and other such fees. Any costs associated with delivering the Mining Information to the Purchaser, whether pursuant to clause (c) or otherwise, will be borne by the Purchaser.

15.11 Business Integrity

(a) Warranties

Each Party represents and warrants to the other that:

- (i) it is in compliance, and shall comply, with all applicable Business Integrity Laws in relation to this Agreement or the activities contemplated under this Agreement;
- (ii) it has read the Rio Tinto Policies and undertakes to use best efforts to comply with them in connection with the activities contemplated under this Agreement;
- (iii) it has not undertaken, and will not undertake, any Prohibited Activity in connection with this Agreement or the activities contemplated under this Agreement;
- (iv) no person has approached it for the purpose of any Prohibited Activity in connection with this Agreement or the activities contemplated under this Agreement;
- (v) it will promptly (and in any event within seven (7) Business Days) report to the Vendor any request or demand for any undue or suspicious financial or other advantage of any kind received in connection with this Agreement or the activities contemplated under this Agreement;
- (vi) it is not and has not been the subject of any formal investigation, debarment, sanction, proceedings, conviction or written notice relating to compliance with applicable law including Business Integrity Laws;
- (vii) it has in place, and shall maintain and comply with, appropriate policies and procedures to ensure compliance with applicable Business Integrity Laws;
- (viii) it shall not do, or omit to do, any act which would cause the other Party to be in breach of applicable Business Integrity Laws; and
- (ix) it will notify the other Party promptly (and in any event within seven (7) Business Days) if it reasonably suspects that this clause has been, or will, be breached and to the extent it is legally able to do so, will promptly notify to the other Party if it becomes aware of any regulatory or law enforcement agency investigation, inquiry or enforcement proceedings related to this Agreement. Each Party agrees to cooperate in good faith with any enquiries the other Party may make in relation to such notifications.

(b) Government Authorities and officials

Purchaser will notify Vendor promptly upon (to the knowledge of the Purchaser) the direct or indirect acquisition of a stake of 5% or more in the Purchaser by any person that is either (i) a Government Authority, (ii) a Government Official or (iii) owned by or associated with a Government Authority or a Government Official.

(c) Joint Venture Policies and Procedures

If, and to the extent that, a Joint Venture is formed in accordance with clause 6.3(a):

- (i) each Party shall use best efforts to ensure that the Joint Venture develops, implements, maintains and complies with procedures and policies that embody and reflect the Rio Tinto Policies, and that the Joint Venture complies with the Business Integrity Laws. Such procedures adopted by the Joint Venture shall include procedures regarding the appropriate vetting of third-party contractors, compliance training and reporting requirements.
- (ii) as soon as practicable after the Joint Venture Formation Date, the Parties will establish an audit committee for the Joint Venture with the power to view books and records and prepare regular reports.
- (iii) if either Party has reasonable grounds for suspicion of a past or prospective breach by the other Party, the Joint Venture, or their respective contractors or agents, of the Business Integrity Laws or Rio Tinto Policies in connection with the Agreement or the business and activities of the Joint Venture, that party (the "**Alleging Party**") may give notice to the other party (the "**Responding Party**") requiring a full explanation of the position and making reasonable requests for copies of documents and access, for the purposes of interview by internal or external lawyers, to employees or agents of the Responding Party. The Responding Party shall continue to give such assistance and access to evidence as the Alleging Party may reasonably require.

(d) **Indemnity**

Each Party will indemnify the other Party and its Related Bodies Corporate for any loss, damage or cost incurred as a result of a breach of this clause 15.11.

(e) **Survival**

This clause 15.11 will survive expiry or termination of this Agreement.

15.12 Resolution of Disputes

- (a) Unless otherwise provided in this Agreement, in the event of any dispute between the Parties in relation to any matter arising under this Agreement, a Party may serve a written notice of the dispute containing full particulars of the dispute (**Dispute Notice**) on the other Party, and the Parties must negotiate in good faith to resolve the dispute and use their reasonable endeavours to do so.
- (b) If the dispute cannot be resolved within ten (10) Business Days of the Dispute Notice given in clause 15.12(a), the Parties must immediately refer the dispute to their respective most senior executive officers who must meet within 5 Business Days and use all reasonable endeavours to resolve the dispute.
- (c) If the Parties are not able to resolve the dispute in accordance with clause 15.12(b) within 20 Business Days of the service of the Dispute Notice under clause 15.12(a) (or such longer period as the senior executive officers agree), either Party may refer the dispute:
 - (i) In the case of a Nominated Dispute, to expert determination in accordance with clause 15.12(d); and
 - (ii) in all other cases, to arbitration in accordance with clause 15.12(e).
- (d) Expert determination principles
 - (i) The expert determination will be conducted at a location to be agreed in good faith by the Parties at the time, and if the Parties are unable to agree, in Brisbane, Queensland.
 - (ii) The expert will act as an expert and not as an arbitrator.
 - (iii) The expert will be agreed between the Parties or failing agreement, will be referred to:

- A. to the President of the Australasian Institute of Mining and Metallurgy (if it is a Technical Dispute);
 - B. to the President of the Institute of Chartered Accountants in Australia (if it is a Financial Dispute); or
 - C. to the President of the Institute of Arbitrators and Mediators, Australia (if it is a Nominated Dispute which is not otherwise a Technical Dispute or Financial Dispute),
who will nominate a suitably qualified person to act as the expert to determine the dispute.
- (iv) The expert will not be bound by the rules of evidence.
 - (v) The Parties will be entitled to be represented by qualified legal practitioners.
 - (vi) The costs of the expert will be determined by the expert.
 - (vii) The decision of the expert will be final and binding on the Parties, except in the case of manifest error.
- (e) Arbitration principles
- For a dispute under clause 15.12(c)(ii), the arbitration will be conducted by the Australian Commercial Dispute Centre (**ACDC**) on the following principles:
- (i) the arbitration will be conducted in Perth, Western Australia, unless otherwise agreed by the Parties;
 - (ii) the arbitrator will be an independent expert agreed between the Parties or, failing agreement, appointed by the Secretary General of the ACDC;
 - (iii) the arbitrator will not be bound by the rules of evidence;
 - (iv) the Parties will be entitled to be represented by qualified legal practitioners;
 - (v) the costs of the arbitration will be determined by the arbitrator; and
 - (vi) the decision of the arbitrator will be final and binding on the Parties, except in the case of manifest error.
- (f) Court proceedings
- (i) The Parties agree that court proceedings in relation to a dispute under this clause 15.12 may not be initiated.
 - (ii) Notwithstanding clause 15.12(f)(i), either Party may apply to a court of competent jurisdiction at any time seeking an order of specific performance, or injunctive or other interlocutory relief to preserve property or rights or to avoid losses that are not compensable in damages.
- (g) In the event that a dispute arises between the Parties, the Parties will, so far as is reasonably practicable, continue to perform and comply with their respective obligations under this Agreement.

15.13 Force Majeure

(a) Notice of Force Majeure

- (i) If, as a direct result of an event or occurrence of Force Majeure ("**Force Majeure Event**"), a Party or the Manager is rendered unable wholly or in part to carry out its obligations under this Agreement ("**Affected Party**"), it will give the other Parties prompt notice of the Force Majeure Event with reasonably full particulars and, insofar as is known to it, the probable extent to which it will be unable to perform, or be delayed in performing, those obligations ("**Force Majeure Notice**").

- (ii) On giving the Force Majeure Notice referred to in clause 15.13(a)(i), the obligations of the Affected Party, so far as they are affected by the Force Majeure Event, will be suspended during continuance of the Force Majeure Event.

(b) Obligations during Force Majeure

The Affected Party must:

- (i) use all reasonable diligence to remove, overcome or abate the effect of the Force Majeure Event as quickly as possible; and
- (ii) take all reasonably practicable measures and actions to mitigate any loss suffered by the other Parties as a result of its failure to carry out its obligations under this Agreement.

Notwithstanding the Force Majeure Event, the Parties must continue to pay the Manager such moneys as are necessary to keep the Tenements in good standing (and, where relevant, to maintain the Joint Venture Property in good condition).

(c) Resumption

The Affected Party must resume performance of its obligations as soon as, and to the extent that, it is no longer affected by the Force Majeure Event.

15.14 Counterparts

This Agreement (including the Royalty Deed and Mortgage Deed to be effected hereunder) may be executed in any number of counterparts. All counterparts will, when exchanged in hard original format or by scanned electronic copy, be taken to constitute one original instrument provided that where counterparts are exchanged by electronic copy, each Party undertakes to provide an original hard copy of that counterpart to the other Party within 10 Business Days of a request for such hard copy from the other Party.

15.15 Survival of indemnities

Each indemnity in this Agreement is a continuing obligation, separate and independent from other obligations and survives expiration or earlier termination of this Agreement or the withdrawal of a Party from the Joint Venture.

15.16 Governing Law and Jurisdiction

This Agreement and the relationship between the Parties will be governed by the laws of the Northern Territory and (without prejudice to the right of any Party to proceed against the other in any other court) each Party irrevocably submits to the non-exclusive jurisdiction of the courts of the Northern Territory and the courts of appeal from them.

Executed as an agreement.

Sale and Purchase Agreement

EXECUTED by RIO TINTO EXPLORATION
PTY LIMITED in accordance with section 127(1)
of the Corporations Act 2001 (Cth):



Signature of director

JOHN KIERAN

Name

Date: 19/6/2024



Signature of director/secretary

LYALL TONY GRIFFITHS

Name

Date: 19/06/2024

EXECUTED by DPG RESOURCES
AUSTRALIA PTY LIMITED in accordance with
section 127(1) of the Corporations Act 2001
(Cth):



Signature of director

PETER WALSH

Name

Date: 10/7/2024



Signature of director/secretary

DANIEL NOONE

Name

Date: 10/7/2024

EXECUTED by GPM METALS INC. in
accordance with section 127(1) of the
Corporations Act 2001 (Cth):

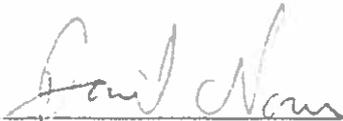


Signature of director

PETER WALSH

Name

Date: 10/7/2024



Signature of director/secretary

DANIEL NOONE

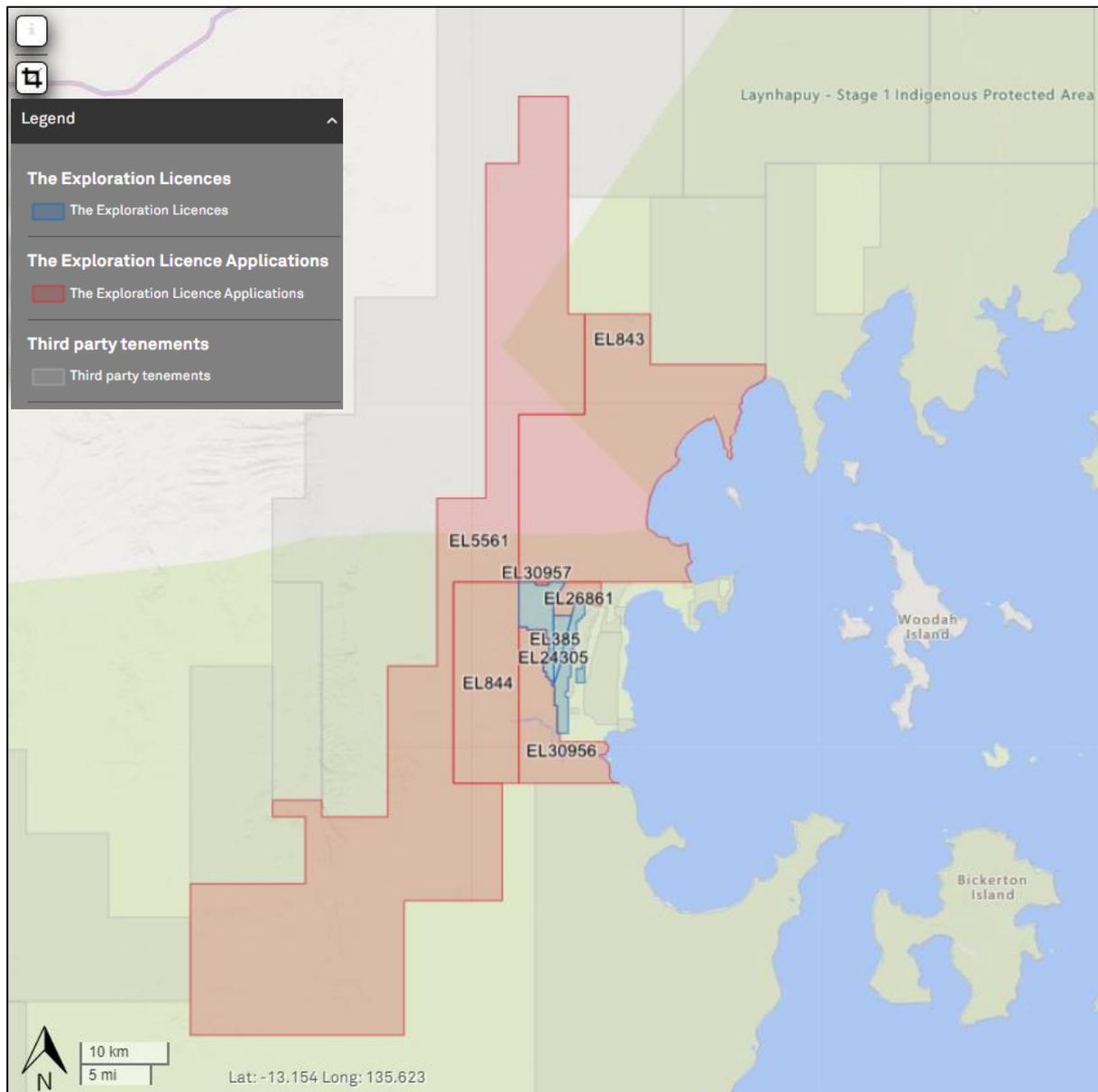
Name

Date: 10/7/2024

Sale and Purchase Agreement

SCHEDULE 1 – Map Delineating the External Boundaries of the Tenements

The Tenements, being the Exploration Licences and the Exploration Licence Applications, are located between approximately 130km to 240km southwest of the town of Nhulunbuy in eastern Arnhem Land in the Northern Territory, with current boundaries as shown on the map below.



Sale and Purchase Agreement

Each of the Parties covenants to execute and deliver all such assurances, deeds, instruments, notices and directions, to register and file all notices and documents and to do all such other acts and things as may be necessary to perform all their respective obligations under this Deed.

5. **Governing Law**

This Deed shall be governed by and construed in accordance with the laws for the time being of the Northern Territory and each party hereby submits to the jurisdiction of the courts of that Territory.

6. **Definitions**

In this Deed:

to assign and **assignment** have the meanings given in the Part IV Agreement.

Assigned Interest means so much of the Individual Interest of the Assignor as is being assigned to the Assignee pursuant to the Assignment Document, being 100%.

Assignment Document means the Sale and Purchase Agreement, Blue Mud Bay EL385, EL24305, ELA30956, ELA30957, ELA844, ELA5561, ELA843, ELA26861 (which covers the sale of the Exploration Licences) between the Assignor, the Assignee and GPM Metals Inc. (as guarantor for the Assignee) dated on or around 10 July 2024.

Effective Date means the date that the assignment referred to in Recital B takes effect unconditionally.

Exploration Licences has the meaning given in the Part IV Agreement and in the Assignment Document, being Exploration Licences 385 or 24305 (as applicable) granted pursuant to the *Mineral Titles Act 2010* of the Northern Territory.

Individual Interest has the meaning given in Article 26 of the Part IV Agreement.

Part IV Agreement means the agreement between the Land Council and the Assignor for the purposes of Section 40 of the Aboriginal Land Rights (Northern Territory) Act 1976 and dated for EL385: on or around June 2003 or for EL24305 dated 13 October 2015 (as applicable).

Party means a party to this Deed.

Reputable Person has the meaning given in the Part IV Agreement.

In Witness whereof the parties have set their hands and seals:

Sale and Purchase Agreement

EXECUTED as a deed

EXECUTED by **Rio Tinto Exploration Pty Limited** in accordance with section 127(1) of the Corporations Act 2001 (Cth):

Signature of director

Signature of director/secretary

Name

Name

Date

Date

EXECUTED by **DPG Resources Australia Pty Limited** in accordance with section 127(1) of the Corporations Act 2001 (Cth):

Signature of director

Signature of director/secretary

Name

Name

Date

Date

EXECUTED by the **Northern Land Council** in accordance with section 127(1) of the Corporations Act 2001 (Cth):

Signature of director

Signature of director/secretary

Name

Name

Date

Date

SCHEDULE 3 – Joint Venture Terms

<p>1.</p>	<p>Definitions</p>	<p>Defined terms used in these Joint Venture Terms are as set out in clause 1 of the main Agreement, or otherwise as set out below:</p> <p>Continuing Participants has the meaning given in clause 13 of these Joint Venture Terms.</p> <p>Diluting Participants has the meaning given in clause 12 of these Joint Venture Terms.</p> <p>Dilution Notice has the meaning given in clause 12 of these Joint Venture Terms.</p> <p>Joint Venture Activities means all Exploration activities involved in the acquisition, use, development, operation and maintenance of Joint Venture Property and all other activities, undertakings, and operations engaged in by the Participants under the Joint Venture Terms or Joint Venture Agreement, but does not, unless otherwise agreed in writing, include Development, Mining and associated activities.</p> <p>Joint Venture Property means all rights, titles, interests, claims, benefits and other property of whatever kind (including legal, beneficial, equitable, intellectual, real or personal) acquired, created or held for use by or on behalf of the Participants for the purposes of the Joint Venture including the, the Assets, the ALRA Deeds, all Minerals produced from the Tenements before being taken in kind by the Participants and all treatment and other facilities established for the purpose of conducting the activities on the Tenements.</p> <p>Manager means the party appointed as manager pursuant to clause 9 of these Joint Venture Terms.</p> <p>Management Fee means a fee payable to the Manager to cover its overhead costs of managing the Joint Venture to be agreed by the Participants but in any event, not exceeding 5% of Operating Costs or, where Operating Costs on an individual item exceeds \$100,000, the management fee charged in respect of that portion of expenditure must not exceed 3% of all other Joint Venture Expenditure (excluding the Management Fee and those indirect costs covered by the Management Fee).</p> <p>Management Committee means the committee of the representatives of the Joint Venturers and the Manager established pursuant to clause 7 of these Joint Venture Terms to supervise the management of the Joint Venture.</p> <p>Mine Area has the meaning given in clause 6 of these Joint Venture Terms.</p> <p>Non-participating Participants has the meaning given in clause 6 of these Joint Venture Terms.</p> <p>Non-Selling Participants has the meaning given in clause 16 of these Joint Venture Terms.</p> <p>Operating Costs means any cost, charge and expenditure reasonably and properly incurred by the Manager associated with the ongoing operation and maintenance of Joint Venture Property, including (but not restricted to) costs, charges and expenditure for payroll, service contractors, parts, consumables, supplies, transport, equipment maintenance and compliance with obligations under the ALRA Deed, but does not include any cost, charge or expenditure associated with the payment of any Tax or statutory royalty payable in relation to any Product.</p> <p>Option Period has the meaning given in clause 16 of these Joint Venture Terms.</p> <p>Participants has the meaning given in clause 2 of these Joint Venture Terms, initially being the Vendor and the Purchaser.</p> <p>Participating Interest means a Party's joint venture interest pursuant to the Joint Venture Agreement and being a pro-rata interest of a Party in the Joint Venture expressed as a percentage, and includes all rights, liabilities and obligations accruing</p>
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Sale and Purchase Agreement

		<p>to or incurred by the Parties in or arising out of the Joint Venture (except as against each other) in that percentage.</p> <p>Royalty Receiver has the meaning given in clause 13 of these Joint Venture Terms.</p> <p>Offer has the meaning given in clause 16 of these Joint Venture Terms.</p> <p>Selling Participant has the meaning given in clause 16 of these Joint Venture Terms.</p> <p>Tenements means the Exploration Licences and Exploration Licence Applications .</p>
2.	Nature of Joint Venture	The Joint Venture will be established as an unincorporated joint venture between the Vendor and the Purchaser (the Participants).
3.	Participating Interests	At the Joint Venture Formation Date, the Vendor and the Purchaser will hold the Initial Participating Interests. Thereafter, Participating Interests may only change in accordance with the Joint Venture Agreement (or these Joint Venture Terms if the Joint Venture Agreement is yet to be executed).
4.	Objects of Joint Venture	<p>(a) The objects of the Joint Venture are to:</p> <p>(i) maintain the Tenements and further explore the area of the Tenements for Minerals; and</p> <p>(ii) as applicable, if Exploration and preliminary Feasibility Work indicates the probable existence of a commercially exploitable Mineral Resource in any part of the Tenements, carry out further Feasibility Work and potentially a Feasibility Study (if one has not already been carried out).</p>
5.	Liability of Participants	Except where expressly provided otherwise, the rights, duties, obligations and liabilities of the Participants arising out of the Joint Venture Terms, Joint Venture Agreement and Joint Venture Activities are several in proportion to their respective Participating Interests and are neither joint nor joint and several.
6.	Development and Mining	<p>(a) The Joint Venture Agreement will provide a process by which a Decision to Mine can be made in respect of an area of the Tenements (following a Feasibility Study) (Mine Area).</p> <p>(b) If the Participants unanimously agree on a Decision to Mine, the Participants will form a separate Mining joint venture on terms and conditions that are consistent with the Joint Venture Terms (where applicable) in respect of the Mine Area.</p> <p>(c) If the Participants do not unanimously agree on a Decision to Mine the Mine Area but Participants holding a combined majority Participating Interest in the Joint Venture wish to proceed, these Participants may elect to form a separate Mining joint venture (with participating interests in proportion to their respective Participating Interests) on terms and conditions that are consistent with the Joint Venture Terms (where applicable) in respect of the Mine Area with such changes to reflect the conduct of Mining in the Mine Area and the provisions of paragraph (d) will apply.</p> <p>(d) The participants in a Mining joint venture must pay (in accordance with their participating interests in that Mining joint venture) any Participant that is not a participant in that Mining joint venture (Non-participating Participant) an amount equal to the Non-participating Participant's share of Exploration and Feasibility Work costs and expenses prior to the Decision to Mine in respect of the Mine Area the subject of the Mining joint venture (excluding any deemed expenditure referred to in clause 12 of these Joint Venture Terms).</p> <p>(e) The participants in the Mining joint venture in relation to the Mine Area agree to:</p> <p>(i) bear all costs, expenses and risk attributable to the Mine Area (including payment of rent and provision of security under the Mining Act), and meet all expenditure obligations in relation to the Mine Area, from the date of the Decision to Mine; and</p>

		<p>(ii) use all reasonable endeavours to obtain the grant of a substitute exploration licence or a production licence (if appropriate) in respect of the Mine Area in the name of the participants with legal and beneficial interests in that tenement in accordance with their participating interests in the Mining joint venture.</p> <p>(f) Upon the grant of a substitute exploration licence or a production licence (as the case may be) in relation to the Mine Area, the Mine Area will cease to be the subject of the Joint Venture relating to Exploration.</p> <p>(g) The participants in any Mining joint venture agree to use all reasonable endeavours to undertake mining of the Mine Area in the most expeditious manner and in accordance with good industry practice.</p>
7.	Management Committee	<p>(a) There will be a Management Committee comprised of one representative of each Participant, a chair appointed by the Participant with the largest individual Participating Interest, and a secretary appointed by the Manager.</p> <p>(b) The Management Committee is to supervise the Manager in the management of the Joint Venture and make decisions concerning the operations of the Joint Venture.</p>
8.	Meetings of the Management Committee	<p>(a) The Manager shall ensure that a meeting of the Management Committee is convened at least once annually to approve a proposed programme and budget for the next programme and budget period and at least 1 additional meeting must be called by the Manager or a Participant in each year.</p> <p>(b) A quorum for any meeting of the Management Committee is present if the representative of each non-defaulting Participant is in attendance at such meeting.</p> <p>(c) At any meeting of the Management Committee, a Participant (other than a defaulting Participant) may cast, through its representative, the number of votes equal to its Participating Interest.</p> <p>(d) At meetings of the Management Committee, the Manager (in its capacity as Manager) or its representative is not entitled to vote, and the chair does not have a second or casting vote.</p> <p>(e) All decisions of the Management Committee must be determined by a simple majority vote with the following exceptions (which will require a unanimous vote):</p> <ul style="list-style-type: none"> (i) a Decision to Mine (subject to clause 6 of these Joint Venture Terms); (ii) approval or amendment of programmes and budgets; (iii) the cessation or the sale or other disposal of the whole or a substantial part of the business of the Joint Venture or of the Joint Venture Property; (iv) the abandonment of the Joint Venture; (v) the surrender of any Tenement; (vi) the commencement or settlement of any legal proceedings involving a sum in excess of \$1 million; (vii) except for as set out in (viii) below, the expenditure on any one capital item or series of related capital items having a value of more than \$500,000 in aggregate (other than in accordance with an approved budget); (viii) any decision relating to capital raising by the Joint Venturers collectively which would be in excess of \$100,000,000 (non-cumulative) for the purposes of Development and Mining; (ix) approval of a contract or amendment of a contract between the Manager and a Participant or a Related Body Corporate of either a Participant or the Manager;

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		<p>(x) a decision to invite participation by an additional third party investor in the joint venture; and</p> <p>(xi) a borrowing by or on behalf of all the Participants jointly.</p>
9.	Manager	<p>(a) The Participant with the largest individual Participating Interest will be the Manager of the Joint Venture, or as agreed unanimously by the Participants.</p> <p>(b) The functions of the Manager shall be to operate and manage the Joint Venture efficiently, reasonably and diligently in accordance with good operating practice.</p> <p>(c) The Manager will be subject to the general supervision of the Management Committee and must carry out the Management Committee's directions and decisions.</p> <p>(d) The Manager will be entitled to charge and recover the Management Fee which shall be treated as part of Joint Venture Exploration Expenditure.</p>
10.	Term of appointment of Manager	<p>The appointment of the Manager continues:</p> <p>(a) until the Joint Venture is terminated for any reason;</p> <p>(b) until the Manager resigns, having given at least 180 days' notice to the Participants of its intention to resign as Manager;</p> <p>(c) if the largest individual Participating Interest is no longer held by the Manager, until 180 days after that Participant ceases to hold the largest individual Participating Interest or such shorter period agreed by the Participant then holding the largest individual Participating Interest; or</p> <p>(d) until the Manager suffers an Insolvency Event or commits a material breach or default in the performance of a material obligation under the Joint Venture Terms or Joint Venture Agreement (as applicable) and fails to remedy the default within 30 days of receipt of a written notice of default served by a Participant.</p>
11.	Programmes, Budgets and Calls	<p>(a) On and from the Joint Venture Formation Date, the Participants will contribute to the costs and expenses of the activities of the Joint Venture in accordance with their respective Participating Interests.</p> <p>(b) The Joint Venture Agreement will detail the:</p> <p>(i) processes for development and approval of programmes and budgets (including any agreed contingency expenditure up to 10% of the budget for the proper conduct of Joint Venture Activities);</p> <p>(ii) process for calls from the Participants to make payments in respect of Joint Venture expenses; and</p> <p>(iii) process for dealing with non-payment of any cash calls including payment of default interest and dilution;</p> <p>(c) All expenditure incurred in accordance with an approved programme and budget must be borne and paid for by the Participants in proportion to their respective Participating Interests.</p> <p>(d) The Participants agree to undertake Exploration and Feasibility Work of the Tenements in the most expeditious manner and in accordance with good industry practice.</p>
12.	Dilution	<p>(a) The provisions of this clause 12 will commence on the Joint Venture Formation Date.</p> <p>(b) A Participant (<i>Diluting Participant</i>) may elect by notice to the other Participants not to contribute to Joint Venture Activities pursuant to an approved programme and budget (<i>Dilution Notice</i>).</p> <p>(c) A Diluting Participant is not obliged or entitled to make any further contribution to that approved programme and budget and its Participating Interest is reduced in accordance with the following formula (with the Participating Interest</p>

		<p>of the other Participants, not being a Participant which is itself diluting, increasing pro-rata in proportion to their respective Participating Interests):</p> $PI = \frac{DE \times 100 \%}{TE}$ <p>Where :</p> <p>(i) PI = the ongoing Participating Interest of the Diluting Participant after the Dilution Notice;</p> <p>(ii) DE = the total Expenditure actually incurred by the Diluting Participant from the Completion Date up to the date of the Dilution Notice (i.e. includes Expenditure from the Completion Date up to the Joint Venture Formation Date) plus Expenditure deemed to have been incurred by the Diluting Participant prior to the Completion Date; and</p> <p>(iii) TE = the total Expenditure actually incurred from the Completion Date up to the date of the Dilution Notice (i.e. includes Expenditure from the Completion Date up to the Joint Venture Formation Date) plus Expenditure deemed to have been incurred by all Participants up to the date of the Dilution Notice plus the amount of Expenditure actually incurred under the approved programme and budget to which the Dilution Notice related.</p> <p>(a) For the purpose of the calculation of DE and TE, the Participants are deemed to have incurred Expenditure prior to the Completion Date of:</p> <p>(i) The Vendor: \$5,764,706 (in the event the First Clawback Right is exercised) and \$2,000,000 in the event that the Second Clawback Right is exercised</p> <p>(ii) The Purchaser: \$6,000,000</p>
13.	Minimum Participating Interest and Conversion to Royalty	<p>(a) If the Participating Interest of a Participant (Royalty Receiver) reduces under clause 12 to less than 10% at any time:</p> <p>(i) that Participant is deemed to have offered to sell to the other Participants (Continuing Participants) (pro-rata in proportion to their respective Participating Interests) the whole of its Participating Interest in exchange for a two point five per cent (2.5%) net smelter return royalty (Royalty); and</p> <p>(ii) the Continuing Participants are deemed to have accepted that offer.</p> <p>(b) The Royalty Receiver must transfer its Participating Interest (including its legal and beneficial interest in the Tenements and Mining Information) to the Continuing Participants (pro-rata in proportion to their respective Participating Interests).</p> <p>(c) The Royalty Receiver is no longer a Participant in the Joint Venture from the date of the transfer of its interests in accordance with paragraph (b).</p> <p>(d) The Royalty Receiver shall subsequently be entitled to lodge a caveat or other instrument against either or all of the Tenements in respect of the Royalty.</p> <p>(e) The Royalty Receiver is entitled to be paid the Royalty in accordance with the provisions of the Royalty Deed (as amended to reflect the relevant parties).</p> <p>(f) The Royalty Receiver is entitled to assign, sell or dispose of part or all of its interest in the Royalty in accordance with and subject to the provisions of the Royalty Deed (as amended to reflect the relevant parties).</p>
14.	Restriction on assignment	<p>(a) A Participant may not assign, transfer, sublease or otherwise deal with the whole or any part of its Participating Interest otherwise than as permitted by these Joint Venture Terms (or the Joint Venture Agreement, when in place).</p> <p>(b) Except as otherwise provided in these Joint Venture Terms (or the Joint Venture Agreement, when in place), a defaulting Participant may not assign, transfer,</p>

		<p>sub lease or otherwise deal with the whole or any part of its Participating Interest.</p> <p>(c) Any purported dealing by a Participant with its Participating Interest contrary to these Joint Venture Terms (or the Joint Venture Agreement, when in place), is void.</p> <p>(d) A Change in Control in respect of a Participant is deemed to be an assignment for the purposes of these Joint Venture Terms (or the Joint Venture Agreement, when in place).</p> <p>(e) A Participant must not assign, transfer or otherwise deal with any part of its Participating Interest, if following that assignment, transfer or other dealing, the Participant's Participating Interest will be less than 10% (and greater than 0%).</p>
15.	Transfer of Interest – Related Body Corporate	<p>(a) A Participant may at any time without obtaining the prior consent of the other Participants assign the whole (but not part) of its Participating Interest to a Related Body Corporate. If a Participant assigns the whole of its Participating Interest to a Related Body Corporate, then that Participant:</p> <p>(i) continues to be bound by these Joint Venture Terms and the Joint Venture Agreement (when in place) and is not released from any of its obligations or discharged from any of its liabilities under these Joint Venture Terms and the Joint Venture Agreement (unless fulfilled); and</p> <p>(ii) must by the time that the Related Body Corporate to which the whole of its Participating Interest has been assigned ceases to be a Related Body Corporate of the Participant, ensure that all the rights assigned to that Related Body Corporate have been re-assigned to that Participant or assigned to another Related Body Corporate of that Participant.</p> <p>(b) Clause 16 does not apply to an assignment under this clause.</p>
16.	Right of Pre-emption	<p>(a) A Participant has the right of pre-emption on the terms and conditions set out in this clause in respect of a sale of the whole or part of a Participating Interest by another Participant or upon the occurrence of a Change in Control in respect of a Participant.</p> <p>(b) Where a Participant proposes to accept a bona fide offer to purchase or farm-in to, or intends to make an offer to sell or farm-out, for consideration in whatever form and over any period (including immediate cash, deferred cash, royalty, net smelter return, net profit interest and the like, and including expenditure on Exploration and/or Feasibility Work) the whole or part of its Participating Interest which it is willing to accept and dispose of or farm-out, the Participant (Selling Participant) must promptly send written notice to the other Participants of the offer to purchase or farm-in, or sell or farm-out making the same offer to the other Participants (Offer).</p> <p>(c) The Offer must:</p> <p>(i) set out all the details of the offer to purchase, farm-in, sell or farm-out including the identity of the acquirer, to enable an assessment of the acquirer's financial standing including, where applicable, details of the financial standing of the acquirer or the acquirer's ultimate Holding Company; and</p> <p>(ii) attach a copy of all of the offer documents relevant to the Participating Interest the subject of the Offer.</p> <p>(d) If the Offer provides for consideration that is, or may be, in whole or in part other than the payment of cash (for example, in the case of an option to acquire shares or receive a cash payment or a Change in Control Event in respect of a Participant), the value of the consideration is to be determined by Expert determination.</p> <p>(e) The other Participants (Non-Selling Participants) have the option, for a period of 45 days following the later of the receipt of an Offer and the receipt of</p>

Sale and Purchase Agreement

		<p>the determination of the consideration for the Offer by an Expert as contemplated by clause 16(d)(if applicable) (Option Period) to accept the Offer for the whole or relevant part of the Participating Interest for the consideration specified in the Offer or the value of the consideration determined by Expert determination (where applicable).</p> <p>(f) To accept the Offer the Non- Selling Participants must give written notice of acceptance to the Selling Participant during the Option Period.</p> <p>(g) If none of the Non-Selling Participants accept the Offer following the Option Period, the Selling Participant must use its best endeavours (having regard to its own commercial interests) within 6 months from the date of the Offer and, subject to completion of appropriate assignment documentation, dispose of its Participating Interest the subject of the Offer to the prospective acquirer at a price and subject to the terms and conditions which are no less favourable to the Selling Participant than the price, terms and conditions set out in the Offer.</p> <p>(h) During the six month period contemplated by this clause 16, the Selling Participant must continue to contribute to Joint Venture funding in accordance with its Participating Interest.</p> <p>(i) Where more than one Non-Selling Participant accepts the Offer from the Selling Participant the Non-Selling Participants must, unless otherwise mutually agreed between them, do so pro-rata in proportion to their respective Participating Interests.</p>
17.	Requirements of assignee	<p>(a) Any assignment (other than an assignment to a Participant) must be to an assignee that is financially and reputably sound.</p> <p>(b) A sale, assignment, farm-in or farm-out of part or all of a Participating Interest is not effective unless and until the assignee:</p> <p>(i) obtains the consent of the non-assigning Participant (such consent not to be unreasonably withheld); and</p> <p>(ii) executes and delivers a form of assumption deed approved by the Participants (which approval must not be unreasonably withheld) under which the assignee agrees to assume the obligations of the assignor under and be bound by the terms and conditions of the Joint Venture Terms (including any liability for any Royalty) to the extent of the Participating Interest assigned or upon the Participating Interest being earned under the terms of the farm-in or farm-out.</p>
18.	Marketing Rights / Sale of product	<p>(a) Each Participant shall own and, unless otherwise agreed, must take their share of any Product (consistent with their Participating Interest) of the Joint Venture or of a derivative Mining joint venture separately in kind.</p> <p>(b) A Participant may assign its Product off-take and marketing rights to a Related Body Corporate or a third party.</p>

Royalty Deed

Rio Tinto Exploration Pty Limited
DPG Resources Australia Pty Limited
GPM Metals Inc.

Sale and Purchase Agreement

Date	10 July 2024
Parties	
1.	DPG Resources Australia Pty Limited (ACN 063 779 420) of c/ Carlos Fernicola Pty Ltd, 131 Leichardt Street, Spring Hill, Queensland, 4000, Australia (Payor)
2.	Rio Tinto Exploration Pty Limited (ABN 76 000 057 125) of 37 Belmont Avenue, Belmont, Western Australia (Payee)
3.	GPM Metals Inc. of 301-141 Adelaide Street West, Toronto, Ontario, Canada (Guarantor) (collectively "the Parties")
Recitals	
A.	The Parties are parties to and have agreed to terminate the Farm-In Agreement.
B.	The Payor has agreed to purchase and the Payee has agreed to sell the Assets, including the Tenements, subject to a separate agreement between the Parties for consideration to be set out in that agreement (the Sale and Purchase Agreement) and which contemplates the payment by the Payor of the Royalty to the Payee in respect of Mineral production from the Tenements.
C.	The Parties have agreed to enter into this Deed to evidence the reservation and grant of the Royalty to the Payee in respect of the Tenements pursuant to the terms and conditions of this Deed.

IT IS AGREED as follows.

1. Definitions and Interpretations

1.1 Definitions

Unless the context otherwise requires, the following expressions have the respective meaning in this Deed (including the Recitals):

Adjustment has the meaning given in the GST Act.

Adjustment Note has the meaning given in the GST Act.

Confidential Information has the meaning given in clause 11.1.

Deed means this deed between the Parties and as amended (in writing signed by the Parties) from time to time.

Deed Commencement Date means the date that both of the Parties have executed this Deed in accordance with clause 7.1 of the Sale and Purchase Agreement.

Deductions means in respect of a Quarter, the following costs (converted into Australian dollars using the Exchange Rate at the date of payment or at the last day of the Quarter in respect of such costs incurred but not paid during the Quarter) paid or incurred by the Payor in relation to Product Sold during that Quarter:

- (a) all smelting and refining costs (if applicable), penalties, and all umpire charges borne by the Payor;

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- (b) all road, sea, and rail transportation and freight, including transportation by any other means and insurance costs incurred in connection with the transportation of concentrates (when the Product is in that form) from the concentrator to the buyer and, in the case of Product other than concentrates, from the outer boundary of the relevant Tenement to the buyer;
- (c) all handling and inspection costs, including assaying, sampling, weighing, loading, unloading, stockpiling, storage, and umpire assay costs borne by the Payor;
- (d) actual sales, reasonable marketing and brokerage costs in respect of the Product on which the Royalty is based;
- (e) shipping agency fees and demurrage;
- (f) bank charges on sales receipts and payments;
- (g) Australian State or Federal government charges on banking transactions;
- (h) all statutory royalties payable in relation to the Product Sold; and
- (i) all sales, production, export, mining and other direct taxes, duties, imposts, charges or fees levied at any time by an Australian State or Federal governmental authority on the Product Sold (except to the extent that the Payor is entitled to receive an Input Tax Credit, rebate or other allowance in respect thereof), but excluding income tax and company tax,

BUT DOES NOT INCLUDE any exploration, development, construction, mining, milling, leaching or other similar processing costs incurred by the Payor within or adjacent to the Tenements. If any of the activities referred to in paragraphs (a), (b), (c), (d) or (e) above are carried out in whole or in part by the Payor or any of its Related Bodies Corporate, then the fees, charges, costs and penalties (if applicable) for such activities shall mean the amount the Payor would have incurred if such activities were carried out by a third party (not owned or controlled by the Payor or any of its Related Bodies Corporate) then offering comparable services for comparable products on prevailing terms.

Exchange Rate means the rate determined and published by the Reserve Bank of Australia for the purchase of Australian currency per unit of the relevant foreign currency on the relevant day for the purposes of Net Smelter Return.

Fair Market Value means the value of a relevant Participating Interest calculated in accordance with clause 12.2(c).

Final Assays mean the assays agreed to by the Payor and the buyer of Product as the basis for the issuance of a final invoice for such sale.

Gross Revenue means, in respect of a Quarter, the total gross proceeds (converted into Australian dollars using the Exchange Rate as at the date of Sale) received or receivable by the Payor from the Sale of Product during that Quarter, determined in accordance with the assumption in clause 3.2.

GST has the meaning given in section 195-1 of the GST Act.

GST Law has the meaning given in section 195-1 of the GST Act.

GST Supplier means in respect of a particular GST Supply made under this Deed, the Party entitled to payment for that GST Supply.

GST Supply has the meaning given to "Supply" in section 195-1 of the GST Act.

Mining Area means the area within the boundaries of the Tenements existing at the Deed Commencement Date where Mining activities are conducted from time to time during the term of this Deed.

Input Tax Credit has the meaning given in section 195-1 of the GST Act.

month means calendar month.

Net Smelter Return means, in respect of a Quarter, the net proceeds received from the sale of Product calculated by deducting the Deductions for that Quarter from the Gross Revenue for that Quarter.

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Operations Report has the meaning given in clause 2.3.

Party means a party to this Deed and includes its successors and permitted assigns and "Parties" has a corresponding meaning.

Permitted Mortgage means a mortgage granted by the Payor over the Tenements for the sole purpose of securing project finance in relation to the development of the Payor or its Related Bodies Corporate operations on the Tenements.

Permitted Mortgagee means a mortgagee of a Permitted Mortgage.

Product means any ores, concentrates or other primary, intermediate or final product of any Minerals produced by the Payor, its Related Body Corporate, its joint venture partners or any other person from the Tenements.

Quarter and **Quarterly** mean the period commencing on the date that the Payor first receives payment for the Sale of Product and expiring on the day preceding the next occurring 1st day of January, April, July or October and thereafter each successive period of 3 calendar months.

Recipient has the meaning given in section 195-1 of the GST Act.

Royalty means the royalty payable by the Payor to the Payee under this Deed calculated by multiplying the Net Smelter Return sum by 2.5% (exclusive of GST). **Sale** or **Sold** in respect of Product means the earlier of passing of title from the Payor to a buyer or the delivery of the Product to a buyer.

Tailings includes tailings, residues, waste rock, spoiled leach materials and other materials resulting from Mining operations and activities conducted on or adjacent to the Mining Area, whether such operations and activities took place on or before the Deed Commencement Date.

Tax Invoice has the meaning given in section 195-1 of the GST Act.

Tax Saving means the amount by which the cost of the Supplier providing the Supply (disregarding any GST payable by the Supplier) is reduced as a result of any change in the liability of the Supplier to pay any Taxes or the rate at which any such Taxes are levied after the date of this Agreement.

Taxable Supply has the meaning given in sections 9-5, 78-50 and 105-5 of the GST Act.

Tenements means Exploration Licences 385 and 24305 issued pursuant to the Mining Act and upon grant pursuant to the Mining Act, includes Exploration Licences 30956, 30957, 844, 5561, 843 and 26861.

Termination Date has the meaning given to that term in clause 13.

Trading Activities means any forward sales, futures trading, commodity options trading or other price hedging, price promotion or speculative arrangements.

1.2 Interpretation

In the interpretation of this Deed, the following rules apply unless the context otherwise requires:

- (a) The singular includes the plural and vice versa.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body, authority or other entity includes any of them.
- (e) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as varied, supplemented, novated or replaced except to the extent prohibited by this Deed or that other agreement or document.
- (f) A reference to a Party to this Deed or another deed, agreement or document includes that Party's successors, permitted substitutes and assigns (and, where applicable, the Party's legal personal representatives).

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- (g) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (h) A reference to a right or obligation of any two or more persons (who comprise a Party) confers that right, or imposes that obligation, as the case may be, jointly and severally.
- (i) A reference to **\$, AUD** or **dollars** is a reference to the lawful currency of the Commonwealth of Australia.
- (j) A reference to a court is to an Australian court.
- (k) A reference to the word **including** shall not be exclusive of any matter and shall be deemed to mean **including, without limitation**.
- (l) If an event must occur on a specified day which is not a Business Day, then the specified day will be taken to be the next Business Day.
- (m) A reference to conduct includes any omission, statement and undertaking, whether or not in writing.
- (n) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible form.
- (o) No rule of construction is to apply to the disadvantage of a Party on the basis that that Party drafted the whole or any part of this Deed.

1.3 Definitions from the Sale and Purchase Agreement

In this Deed, unless the contrary intention appears (including if an expression is given a different meaning in this Deed), words and expressions which are given a defined meaning in the Sale and Purchase Agreement have the same meaning when used in this Deed and if defined in both documents then the meaning in this Agreement will prevail.

1.4 Reference to Tenement

In this Deed, any reference to a Tenement includes a reference to any grant, renewal, re-issuance, extension, modification, substitution, variation, amalgamation or subdivision of the Tenement, and any retention or production tenement granted pursuant to rights or interests held under a Tenement, including where applicable a Mining Lease which relates to a Mining Interest.

1.5 Deed term and conditions

- (a) Subject to clause 1.5(b), this Deed commences on the Deed Commencement Date and terminates on the Termination Date.
- (b) This Deed is subject to and conditional upon the Sale of Product from the Tenements.

1.6 Good faith

The Parties must deal with each other in good faith in connection with this Deed and all transactions and dealings contemplated by it. In particular, the Payor agrees that in all dealings in relation to the Tenements to act in good faith towards the Payee to preserve its entitlement to the Royalty.

1.7 Consents and approvals

If the doing of any act, matter or thing under this Deed is dependent on the consent or approval by a Party or is within the discretion of a Party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the Party in its absolute discretion unless the context otherwise requires.

2. ROYALTY

2.1 Payor's obligation to pay Royalty

Payor reserves for the benefit of the Payee and covenants to pay to the Payee the Royalty on all Product Sold (if any) on and subject to the terms of this Deed.

2.2 Commencement of Royalty

Following Payor's first receipt of payment for the Sale of Product from the Tenements in the Quarter commencing after the Deed Commencement Date, the Payor must calculate and pay for each Quarter, the Royalty within 20 Business Days after the end of each Quarter, and unless the Payor and the Payee otherwise agree:

- (a) the Royalty must be computed in accordance with generally accepted accounting principles, as recognised by the Australian Society of Certified Practising Accountants and the Institute of Chartered Accountants, that are employed in the mining industry in Australia; and
- (b) all Royalty payments must be made in Australian dollars via the transfer of immediately available funds to such bank account as the Payee may nominate in writing to the Payor from time to time.

2.3 Operations Reports

At the same time as paying each Royalty payment when due, the Payor must provide to the Payee a report setting out, in reasonable detail, the following information (**Operations Report**):

- (a) the quantity and type of Product extracted during that Quarter;
- (b) the quantity and type of Product that has been processed during that Quarter and the location of the relevant facilities;
- (c) the quantity and type of all Product that has been Sold during that Quarter;
- (d) the quantity of Product held or unsold during that Quarter;
- (e) the Royalty for that Quarter and details of the Gross Revenue and Deductions underlying the calculation of the Royalty; and
- (f) the cumulative total of Royalty payments paid to the Payee under this Deed (including payments under paragraph 2.3(e)).

2.4 Annual reports

From the commencement of the payment of the Royalty pursuant to clause 2.2, the Payor must provide the Payee with an annual report setting out the following:

- (a) annual Mineral resources and Mineral reserves;
- (b) operating and exploration expenditure and forecast; and
- (c) annual production forecast, budget and life of mine plan.

2.5 Payee to supply Tax Invoice

Within 20 Business Days of the end of the first Quarter commencing after the Deed Commencement Date in which the Payor receives payment for the Sale of Product, and of each subsequent Quarter under clause 2.2, the Payor must inform the Payee in writing of the amount of the Royalty for the relevant Quarter, based on final invoices, or where final invoices have not been issued, provisional invoicing for Product shipped in that Quarter, and the Payee shall within 10 Business Days provide the Payor with a Tax Invoice for the

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payment of the Royalty for that Quarter. Within 5 Business Days of receipt of final invoicing subsequent to the end of a Quarter, the Payor must notify the Payee of the difference in Royalty arising from the difference between provisional and final invoicing, and within 10 Business Days of such notice the parties shall adjust the Royalty payment accordingly (by additional payment by the Payor to the Payee, or by reimbursement by the Payee to the Payor as applicable).

3. DETERMINATION OF PRICE OF PRODUCT SOLD

3.1 Payor to use commercial endeavours

Subject to clauses 9.1 and 9.4, the Payor must use its reasonable commercial endeavours to sell Product derived from the Tenements as soon as commercially reasonable and, subject to this Deed, on such terms, including bona fide Trading Activities that the Payor in its sole discretion determines.

3.2 Assumptions

The Parties acknowledge and agree that, notwithstanding the gross proceeds actually received by the Payor from any sale of Product or Trading Activities, the price that is used in calculating the Gross Revenue for Product Sold shall be:

- (i) in the case of gold, silver and platinoids the New York bullion spot selling price for the relevant precious metal as published by the operator of the New York Bullion Exchange on the day that the precious metal is sold by the Payor (if that price is no longer published by the operator of the New York Bullion Exchange, then the price shall be the spot selling quoted by the London Metal Exchange, and if the London Metal Exchange does not quote a price for the relevant precious metal, the price quoted by the other most appropriate Exchange or Bulletin); and
- (iii) in the case of all other Products, the rolling weighted average price of those Products during the 90 day period immediately preceding the day such Products are actually sold, using the price quoted by the London Metal Exchange (or if the London Metal Exchange does not quote a price, then the price quoted by the most appropriate Exchange or Bulletin); and
- (iv) for the purpose of calculating the in-situ value in dollars, a price quoted will be converted into dollars by reference to the average of the buy and sell rates for the Australian and other currencies as they appear at 10:00am (Melbourne time) on the Reuter's Screen for the last day of the month during which the resource was reported.

3.3 Disputes regarding calculation of Royalty

If a dispute arises between the Parties regarding the calculation of the Royalty, and the Parties are not able to resolve the dispute within 15 Business Days of one Party notifying the other of the existence of the dispute, then this dispute shall be resolved in accordance with clause 7.

4. RECORDS AND ACCESS

4.1 Records and Access

For so long as the Payor is obliged to pay the Royalty to the Payee under clause 2, the Payor must:

- (a) keep true, accurate and complete accounts and records to enable the Royalty to be calculated in accordance with clauses 2 and 3;
- (b) permit the Payee (at its own cost) and after it has given reasonable notice to the Payor, to inspect at the Payor's premises and at all reasonable times and with access to relevant Payor personnel, those accounts and records referred to in clause 4.1(a), and to make and take away with it one copy of such accounts and records; and

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- (c) permit the Payee to enter, at its own cost, the Tenements for the purpose of inspecting the area and operations in it, provided that the Payee does not unreasonably hinder the Payor's operations in the Tenements, complies with the Payor's instructions and directions, including in relation to health and safety and site inductions and indemnifies the Payor for any damage or loss (but excluding consequential loss) the Payor or any of its employees, contractors or agents suffer as a result of the action of the Payee or any of its employees, contractors or agents while entering on the Tenements for the purposes outlined in this clause 4.1(c).

5. AUDIT

5.1 Audit

- (a) After giving reasonable notice to the Payor (and provided the process referred to in clause 2.5 is complete for a relevant Quarter), the Payee may appoint an auditor (at its own cost) to audit the accounts and records of the Payor to verify that the calculation and payment of the Royalty is in accordance with clauses 2 and 3.
- (b) The Payor must make available to the Payee and the Payee's auditors such of its personnel, accounts and records as are reasonably required by the Payee or its auditors for the purposes of conducting an audit of the type referred to in clause 5.1(a).
- (c) If, as a result of an audit, the Payee claims that an amount by way of Royalty is owing to it and is unpaid, it must provide to the Payor the calculations of the Payee's auditors in support of such a claim, and the Payor may within 10 Business Days of receiving the said calculations, give notice to the Payee and cause the Payor's auditors to examine and audit the basis of the Payee's claim. Any discrepancy between the respective audits shall be determined under clause 7. If the Payor does not give notice to the Payee that its auditors will audit the basis of the Payee's claim within the timeframe referred to above, then the Payor will be deemed to have accepted the Payee's claim for the purposes of this clause 5.1(c), except in the case of manifest error.
- (d) If it has been determined under clause 7 that the Payor has:
 - (i) underpaid the Payee the Royalty (or the Payor is deemed under clause 5.1(c) to have accepted an audit by the Payee's auditors to that effect) (**Shortfall**) then the Payor must pay to the Payee the full amount of the Shortfall plus interest at the Prescribed Rate within 5 Business Days of the determination or the deemed acceptance (whichever applies); or
 - (ii) overpaid the Royalty, then the Payee must repay to the Payor the full amount of the overpayment within 5 Business Days of the determination.
- (e) The Payee's costs of carrying out an audit of the type referred to in clause 5.1(a) must be reimbursed by the Payor, if it is deemed (under clause 5.1(c)) or determined (under clause 7) that the Payor's Royalty calculations have resulted in the Payee being underpaid the Royalty by 5% or more during the period audited.
- (f) The Payor's costs of carrying out the examination and audit referred to in clause 5.1(c) must be reimbursed by:
 - (i) the Payee if either the Payor and the Payee agree or it has been determined under clause 7 that the Royalty has been correctly paid; and

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- (ii) the Payor if either the Payor and the Payee agree or it has been determined or deemed that the Royalty has been overpaid.

6. TRADING ACTIVITIES

6.1 Trading Activities

- (a) The Payor may (but is not under any obligation to do so) engage in Trading Activities that may involve the delivery of any Product produced from the Tenements.
- (b) The Parties agree and acknowledge that the Payee is not obligated or entitled to share in any losses or gains generated by the Payor engaging in Trading Activities and for the purposes of calculating the Gross Revenue in respect of any Trading Activities, the Gross Revenue is to be determined in accordance with clause 3.2.

7. DISPUTES REGARDING CALCULATION OF ROYALTY

7.1 Disputes

- (a) If a dispute arises regarding the calculation of the Royalty under clauses 2 and 3 or under clause 5 and the Parties are not able to resolve the dispute within 15 Business Days of one Party notifying the other of the existence of the dispute, then either Party may request the appointment of a suitably qualified independent expert (having appropriate commercial, practical and technical experience in respect of the matter in dispute) to determine the dispute.
- (b) The expert appointed pursuant to clause 7.1(a) will be selected by mutual agreement between the Parties or, failing agreement between them within 10 Business Days after the expiry of the 15 Business Days previously mentioned, by the President for the time being of the Australian Commercial Disputes Centre (or his nominee if the President is not independent of all Parties) upon the request of either of them.
- (c) The expert must make his determination as an expert and not as an arbitrator and his decision will, in the absence of fraud or manifest error, be final and binding on the Parties.
- (d) If the expert's determination results in the Payor being required to pay a greater amount of Royalty than it has paid to the Payee, then the Payor must pay the additional Royalty to the Payee within 5 Business Days of the expert's determination and the costs of the expert must be borne by the Payor.
- (e) If the expert's determination results in the Payor having overpaid Royalty to the Payee, then the Payee must repay the overpaid Royalty within 5 Business Days of the expert's determination and the costs of the expert or the apportionment of such costs between the Parties shall be determined by the expert.

8. COMMINGLING

8.1 Commingling

Product may be commingled by the Payor with Minerals mined or retrieved by the Payor from outside of the Tenements provided that all determinations required for calculation of the Royalty, including, without limitation, the amount of the metals contained in the Product and the amount of metals contained in or recovered from commingled product, are:

- (a) made by the Payor in accordance with prudent engineering, metallurgical and accounting practices;

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- (b) capable of being accurately verified by audit under clause 5;
- (c) where commingling of concentrate occurs, the Royalty shall be computed on the basis of the Payor's assays of the concentrate derived from the Tenements. The Payor must retain a sample of the concentrates prior to their commingling for a period of 90 days following the applicable Quarter, and make available such sample to the Payee for verification; and
- (d) where commingling of ores occurs prior to the production of concentrates, the Royalty shall be computed on the basis of commingled Product valued in proportion to the relative values of payable metal contained in those ores, having regard also to penalty element content of the respective ores.

8.2 Stockpiling

- (a) The Payor may stockpile any Product from the Tenement Area at such places as the Payor may elect.
- (b) Where the Payor stockpiles or holds inventory of any Product that has been processed and is in a form that is saleable without sale for more than 120 days (**Inventory Period**), such Product shall be deemed to have been sold on the last day of the Inventory Period and the Payor shall be liable to pay the Royalty on the Product in accordance with clause 3 for that Quarter.

8.3 Tailings

If any Tailings held under or pursuant to any Tenement are processed or reprocessed in the future and result in Product, those Products are subject to the payment of the Royalty, except to the extent that the Payor no longer holds any right or interest in relation to the Tenement at the time the Tailings are processed or reprocessed.

9. PAYOR COVENANTS

9.1 Maintenance of the Tenements

- (a) Payee acknowledges and agrees that any decision to commence, pursue, suspend or cease Mining on the Tenements is solely a matter for the Payor;
- (b) The Payor must not do or permit to be done, anything that may render the Tenements liable for forfeiture; and
- (c) Subject to clause 9.3, the Payor must maintain the Tenements in good standing in accordance with their terms.

9.2 Information and Reporting

- (a) Within 10 Business days of either the commencement of Mining within the Tenements or the Deed Commencement Date, whichever is the later, the Payor shall provide to the Payee an annual report in arrears, outlining:
 - (i) the work carried out by or on behalf of the Payor within the Tenements during that year; and
 - (ii) the Payor's proposed activities within the Tenements during the next year.
- (b) The Payor must give 10 Business Days' written notice to the Payee of the commencement of Mining within the Tenements if it occurs after the Deed Commencement Date.

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9.3 Restrictions on Assignment by the Payor

Subject to the corresponding provisions in the Sale and Purchase Agreement, the Payor must not assign any interest in a Tenement unless:

- (a) the Payee consents to the assignment (such consent not to be unreasonably withheld);
- (b) the assignee, the Payor and the Payee have entered into a deed under which the assignee covenants to be bound by the terms of this Deed (to the extent of the interest assigned); and
- (c) where the Payor (or any assignee) has been granted a Mining Lease in respect of a Tenement or the Tenement Area, the assignee must enter into a deed of mortgage securing the obligations contained in this Deed.

9.4 The Payor's surrender, relinquishment and expiry of Tenements

- (a) Notwithstanding the generality of this clause 9, nothing in this Deed will oblige the Payor to retain the Tenements or to commence or continue Mining on the Tenements.
- (b) The Parties acknowledge and agree that it is a fundamental condition of this Deed that the Payor must not surrender any or all of the Tenements nor relinquish any part of the Tenements except in accordance with the Sale and Purchase Agreement.

9.5 Grant of Encumbrances

- (a) Except as permitted in clause 9.5(b) and the Sale and Purchase Agreement, the Payor covenants in favour of the Payee that it will not grant any Encumbrance over any or all of the Tenements.
- (b) The Payee and the Payor agree that the Payor may grant a Permitted Mortgage to a Permitted Mortgagee.

10. FORCE MAJEURE

- (a) Subject to clause 10(b), clause 15.13 of the Sale and Purchase Agreement will apply (with necessary amendments) to this Deed, as if that clause were contained within this Deed.
- (b) To the extent that a Force Majeure Event renders the Payor unable wholly or in part to sell Product stockpiled or held in accordance with clause 8.2(a) within the Inventory Period, then:
 - (i) upon the giving of a Force Majeure Notice the Inventory Period will be suspended for the duration of the Force Majeure Event;
 - (ii) the Payor must use all reasonable diligence to remove, overcome or abate the effect of the Force Majeure Event as quickly as possible; and
 - (iii) as soon as the Force Majeure Event no longer affects the Payor's ability to sell Product stockpiled or held, the Inventory Period will re-commence.

11. CONFIDENTIALITY

11.1 Confidentiality Undertaking

- (a) Subject to clause 11.1(b), each Party covenants with the other that it will keep confidential the terms of this Deed and all information flowing to a Party by reason of the operation of this Deed (**Confidential Information**).

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- (b) Each Party undertakes that neither it nor its employees, agents or contractors will, without the prior written consent of the other Party (such consent not to be unreasonably withheld), disclose any Confidential Information to any third party unless:
- (i) the disclosure is expressly permitted by this Deed;
 - (ii) the information is already in the public domain (unless it entered the public domain because of a breach of this clause 10 by the Party);
 - (iii) the disclosure is made on a confidential basis to the Party's officers, employees, agents, financiers or professional advisers, and is necessary for the Party's business;
 - (iv) the disclosure is necessary to comply with any applicable law, or an order of a court or tribunal;
 - (v) subject to clause 11.1(b)(ix), the disclosure is necessary to comply with a directive or request of any Government Agency or a recognised securities exchange (whether or not having the force of law) so long as a responsible person in a similar position would comply;
 - (vi) subject to clause 11.1(b)(ix), the disclosure is necessary or desirable to comply with any regulation, rule or policy of, or to obtain an authorisation from, any Government Agency or a recognised securities exchange;
 - (vii) the disclosure is necessary in relation to any discovery of documents, or any proceedings before a court, tribunal, other Government Agency or a recognised securities exchange;
 - (viii) the disclosure is made on a confidential basis to a prospective assignee or financier of the Party, or to any other person who:
 - (A) proposes to enter into contractual relations with the Party; and
 - (B) agrees to keep the disclosure confidential in accordance with this clause; or
 - (ix) before disclosing any Confidential Information to a Government Agency or a recognised securities exchange in accordance with clauses 11.1(b)(v) or 11.1(b)(vi), the disclosing party must use its reasonable endeavours to provide the non-disclosing party with a draft of the proposed disclosure for its consideration and comment.

11.2 Announcements

Each Party agrees that before it makes any public announcement regarding the existence or content of this Deed or the results of Exploration, it will provide a copy of the proposed announcement to the other Party at least 48 hours prior to the time that the announcement is intended to be made. The Party making the announcement shall consider in good faith any reasonable additions or amendments to its proposed announcement requested by the other Party.

11.3 Survival of obligations

Subject to clause 11.2, the obligations in this clause 10 shall survive termination of this Deed, or the withdrawal of a Party from this Deed, for a period of 2 years from the date on which such termination or withdrawal takes effect.

12. ASSIGNMENT

12.1 Assignment by the Payee

Subject to clause 12.2, the Payee may assign its rights and obligations under this Deed to any person provided:

- (a) the assignee enters into a deed acceptable to the Parties, acting reasonably, whereby the assignee covenants to be bound by the applicable terms of this Deed; and
- (b) the Payee provides a copy of the deed executed by the assignee and the Payee referred to in clause 12.1(a) to the Payor.

12.2 Pre-emptive Right

- (a) If the Payee proposes to assign its rights and obligations under this Deed to any third party, the Payee must first advise the Payor in writing of the terms of and conditions on which such proposed assignment is to take place. The Payor will have a right to purchase the Payee's rights and obligations under this Deed on the same terms and conditions as the offer to the third party for an offer period of thirty (30) Business Days from the date of receipt of the notice of the offer (**Offer Period**).
- (b) Where the assignment to the third party is proposed to be for non-cash consideration, the offer to the Payor must include a cash alternative, which is equivalent in value to the non-cash consideration.
- (c) If there is a dispute concerning the equivalence of the cash alternative, the cash alternative will be the Fair Market Value of the interest as determined in accordance with the process set out below:
 - (i) The Fair Market Value of the Payee's rights and interests under this Agreement, and its Participating Interest to be sold, will be:
 - (A) an amount agreed by the Parties within 10 Business Days of the date the Payor notifies the Payee under clause 12.2(a); or
 - (B) if the Parties cannot agree, the average of two valuations of the relevant Party's interest made by two independent bona fide valuers applying the then current VALMIN Code and if there is a divergence between the two valuations of more than 10%, then either Party can elect that a third independent valuer (to be agreed between the two independent valuers appointed by the Parties) determine fair value (by applying the then current VALMIN Code), with Fair Market Value being the average of the two closest valuations (out of the three independent valuations).
 - (ii) If the Parties are unable to agree the selection of two independent bona fide valuers, or the agreed two independent valuers cannot agree a third independent valuer as applicable, the Parties agree that the President (or his or her nominee) of the Australasian Institute of Mining and Metallurgy may appoint such valuers.
 - (iii) The costs of obtaining the Fair Market Value must be borne by the Parties equally (except that each Party must pay its own advisers, consultants and legal fees and expenses) unless the Parties otherwise agree.

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- (iv) Each valuer must make his/her determination as of the date on which the Payee is deemed to have made an offer of sale under clause 12.2(a) (**Date of Determination of the Fair Market Value**).
- (v) In determining the Fair Market Value, each valuer must:
 - (A) consult the Parties (if applicable);
 - (B) consult with persons engaged in the marketing of Minerals who in his/her opinion are experts in the valuation of Minerals and mining or making price forecasts on a regular basis (and may consult other experts as he/she thinks fit and be entitled to rely in good faith upon the opinions of any experts or other persons so consulted);
 - (C) consider any submissions as to the Fair Market Value made by any Party within 20 Business Days of being notified of the selected valuer; and
 - (D) make his/her determination independently and without consultation with the other valuers.
- (vi) Completion of Valuation
 - (A) Each valuer will be required to complete his valuation within 40 Business Days after the date on which the selection of the valuers is completed and to deliver a copy of his valuation to all Parties.
 - (B) If a valuer fails to complete the valuation within the time fixed under clause 12.2(c)(vi)(A), the Parties or the President (or his nominee) of the Australasian Institute of Mining and Metallurgy may extend the time for completion of the valuation or select another valuer to make the valuation in accordance with this clause 12.2.
- (vii) Once a determination of Fair Market Value has been obtained for the Payee's rights and interests under this Agreement, and its Participating Interest (as applicable), that determination will remain valid for a period of 120 Business Days from the Date of Determination of the Fair Market Value and a further determination will not be required to be made until the expiration of that period.
- (d) The Payor may accept or reject the offer during the Offer Period.
- (e) If the Payor does not accept the offer within the Offer Period (or rejects the offer in writing within an earlier period), the assignment to the third party must complete within 120 days after the end of the Offer Period on terms no more favourable to the third party than those offered to the Payor.

12.3 Assignment by Guarantor

Subject to clause 18.7(b), the Guarantor may assign its rights and obligations under this Deed subject to:

- (a) the assignee Guarantor entering into a deed acceptable to the Payee and the Payor, acting reasonably, whereby the assignee Guarantor covenants with the Payee and the Payor to be bound by the applicable terms of this Deed; and
- (b) obtaining the prior written approval of the Payee and the Payor, which approval must not be unreasonably withheld provided the assignee Guarantor has the financial resources and technical expertise to assume the obligations of the assigning Guarantor under this Deed.

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13. TERM

This Deed shall continue and enure until the expiry of the period of 12 months following the surrender, relinquishment or other termination of the Tenements (which for the purposes of this clause 13 includes any new tenement over all or part of the Tenements that were applied for by the Payor or a Related Body Corporate of the Payor during the 12 month period following the expiry of the Tenements) ('**Termination Date**').

14. CAVEATS AND ENCUMBRANCES

14.1 The Payee may lodge caveats

- (a) The Payor acknowledges that the Payee may lodge caveats or other dealings under the Mining Act or any other Law in respect of the Tenements to protect its interests under this Deed and the Payor consents to any such lodgement.
- (b) Subject to clause 13.2, the Payor covenants that it will not take any steps to seek the removal of any caveat or other registered dealing lodged by the Payee under this clause 13.1.

14.2 Withdrawal of caveats

- (a) The Payee must promptly withdraw its caveat or other dealing against any Tenement at the request of the Payor where necessary to permit the registration of any dealing:
 - (i) between the Payor and any assignee (or joint venturer) where the assignee (or joint venturer) has executed a deed of covenant in favour of the Payee in accordance with clause 9.2;
 - (ii) between the Payor and any Permitted Mortgagee; or
 - (iii) where the dealing is between the Payor and the Payee.
- (b) The Payee may re-register its caveat or other dealing immediately after the relevant dealing is registered.

14.3 The Payee may lodge a mortgage

Upon the grant of a Mining Lease to the Payor (or any assignee), the Payee may lodge a mortgage against the Mining Lease securing the covenants and obligations contained in this Deed (in a form acceptable to the Payee).

15. RELATIONSHIP OF THE PARTIES

Nothing in this Deed will be taken as constituting the relationship of the Parties as a partnership, quasi-partnership, joint venture, association or any other relationship in which one or more of the parties may be liable generally for the acts or omissions of any other Party or as constituting any Party as the general agent or representative of any other Party. In particular, but without limitation, no Party will have the authority to pledge or purport to pledge the credit of any other Party or to make or give (or purport to make or give) any representations, warranties or undertakings for or on behalf of any other Party.

16. GOODS AND SERVICES TAX

16.1 Amounts payable exclusive of GST

- (a) All amounts expressed to be payable under this Deed are expressed exclusive of any GST.

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- (b) If GST is payable in respect of any GST Supply the Recipient must pay the GST Supplier an additional amount equal to the GST payable in respect of that GST Supply.

16.2 Amounts expressed in AUD

All amounts of GST are to be expressed in Australian dollars.

16.3 Registration for GST

The Supplier must do all things necessary to ensure that it is registered for GST purposes and is required to notify the other Party if it is not GST registered. If for any reason the Supplier ceases to be GST registered, the Supplier must notify the other Party within 5 Business Days.

16.4 Requirement for ABN

Unless section 12-190 (1)(b) of the *A New Tax System (Pay as You Go) Act 1999* (Cth) applies, the Supplier is required to be registered for an ABN and must notify the other Party of its ABN. If for any reason the Supplier ceases to be ABN registered, the Supplier must notify the other Party within 5 Business Days.

16.5 Adjustment

- (a) The Supplier must notify the other Party of any Adjustment within 10 Business Days of the Supplier first becoming aware of the Adjustment.
- (b) The Supplier must issue an Adjustment Note to the other Party within 20 Business Days of becoming aware of the Adjustment.

16.6 Tax Savings

If there is a Tax Saving:

- (a) the Supplier must calculate and notify to the other Party in writing of the Tax Saving within 10 Business Days of the Supplier first becoming aware of the Tax Saving; and
- (b) the other Party will be reduced by an amount equal to the Tax Saving.

16.7 Input Tax Credit

If an amount is or becomes payable, whether by way of reimbursement, indemnity, damages or otherwise, and if:

- (a) the amount is calculated by reference to costs, expenses or losses suffered, the amount of the costs, expenses or losses will be the actual amount less the amount of any Input Tax Credit the Recipient is entitled to claim. The Recipient will be assumed to be entitled to claim full Input Tax Credits unless it demonstrates that its entitlement was otherwise before entering into this Deed; and
- (b) the amount is calculated by reference to any loss of revenue or profits, the revenue will be taken to be revenue which would have been earned exclusive of GST.

16.8 Requirement for Tax Invoice or Adjustment Note

Notwithstanding any other provision of this Deed, the other Party is not obliged to pay any amount to the Supplier unless and until the Supplier issues a Tax Invoice and/or an Adjustment Note, if required, in respect of that amount.

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17. NOTICES

17.1 Address for Service

Any notice, demand, statement or other communication (**Notice**) made under this Deed will be in writing, signed by a person duly authorised by the sender and addressed to the recipient at the following address or such other address as the recipient has specified in writing:

Payee

Rio Tinto Exploration Pty Limited
37 Belmont Avenue
Belmont WA 6104

Attention: Exploration Director

Email: clat@riotinto.com

Payor

DPG Resources Australia Pty Limited
c/ Carlos Fericola Pty Ltd, 131 Leichardt Street,
Spring Hill, Queensland, 4000, Australia

Attention: Peter Walsh

Email: p.walsh@gpmmetals.com

17.2 Time of Delivery

A Notice under clause 16.1 will be taken to be duly given or made:

- (a) in the case of delivery in person, when delivered;
- (b) in the case of delivery by post, 2 Business Days after the date of posting (if posted to an address in the same country) or 7 Business Days after the date of posting (if posted to an address in another country); and
- (c) if sent electronically as an email attachment to the email address of the receiving party, at the time shown in the transmission report as the time that the whole email was successfully sent,

but if the result is that a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent or is later than 4.00pm (local time) it will be taken to have been duly given or made at the commencement of business on the next Business Day in that place.

18. GUARANTEE

18.1 Undertaking

Subject to clause 18.7(a), the Guarantor:

- (a) unconditionally and irrevocably guarantees to the Payee on demand the due and punctual performance by the Payor of all its obligations under this Deed; and
- (b) indemnifies the Payee against any claim, loss, liability, cost or expense that may be incurred or sustained by the Payee in connection with any default of delay by the Payor in the due and punctual performance of any of its obligations under this Deed.

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18.2 Sale of Tenements

Subject to clause 17.6, all guarantees and indemnities and obligations assumed or given by the Guarantor under this Deed cease on and from the time the Payor sells the Tenements to a third party, provided that:

- (a) the Guarantor is not in breach of any of its obligations under this Deed including this clause 17 and all of its obligations accruing prior to the Payor selling the Tenements to a third party have been discharged;
- (b) the third party purchasing the Assets has provided a parent company guarantee and mortgage in a form reasonably acceptable to the Payee to the extent that such guarantee and mortgage is requested by the Payee;
- (c) the third party and its parent company have entered into a deed reasonably acceptable to the Payee under which the third party and its parent company (if requested by the Payee) agree to be bound by the terms of this Deed;
- (d) the Payee is reasonably satisfied that the third party or its parent company guaranteeing the performance of the third party's obligations under this Deed will be able to comply with their financial, technical and other obligations under this Deed; and
- (e) the Payee has, acting reasonably, notified the Guarantor that the provisions of this clause 17.2 have been satisfied.

18.3 Liability unaffected by other events

The liability of the Guarantor under this clause 17 is not affected by any act, omission or thing that, but for this provision, might in any way operate to release or otherwise exonerate or discharge the Guarantor from any of its obligations, except as contemplated by clause 18.7(a), but otherwise including (without limitation) the grant to the Payor or any other person at any time, waiver or other indulgence, or the discharge or release of the Payor or any other person from any obligation.

18.4 Continuing guarantee and indemnity

This clause:

- (a) extends to cover this Deed as amended, varied or replaced, whether with or without the consent of the Guarantor; and
- (b) is, subject to clause 18.7(a), a continuing guarantee and indemnity, and remains in full force and effect for so long as the Payor has any liability or obligation to the Payee under this Deed and until all of those liabilities and obligations have been fully discharged.

18.5 No inducements

The Guarantor acknowledges that, except as expressly set out in this Deed, it has not entered into its obligations under this clause 17 as a result of or by reason of any promise, representation, warranty, inducement or information of any nature given to it or the Payor or to any person on their respective behalf by or on behalf of the Payee.

18.6 Rescission or payment

If for any reason (including, without limitation, under any law relating to insolvency, fiduciary obligations or the protection of creditors):

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- (a) all or part of any transaction of any nature (including, without limitation, any payment or transfer) that affects or relates in any way to the money that the Guarantor is or may be liable to pay to the Payee under this clause 17 is void, set aside or voidable;
- (b) any claim that anything contemplated by clause 17.6(a) is upheld, conceded or compromised; or
- (c) the Payee is required to return or repay any money or asset received by it under any such transaction or the equivalent in value of that money or asset,

the Payee will immediately become entitled against the Guarantor to all rights in respect of that money that it would have had if all or the relevant part of the transaction or receipt had not taken place and the Guarantor indemnifies the Payee against any resulting claim, loss, liability, cost and expense that may be incurred or sustained by the Payee. Unless the Payee, acting reasonably, notifies the Guarantor pursuant to clause 17.2(e), this clause 17 continues after the revocation, discontinuance or discharge of this Deed.

18.7 Listing

- (a) This clause 18 will cease to apply, and the Guarantor will have no further rights or obligations under this Deed, if the Payor becomes listed on a recognised securities exchange provided that the Guarantor is not in breach of any of its obligations under this Deed and all of its obligations accruing prior to the Payor becoming listed on a recognised securities exchange have been discharged.
- (b) If at any time a Payor Holding Company is or becomes listed on a recognised securities exchange, the Payor may elect by Notice to the Payee and the Guarantor that the rights and obligations of the Guarantor under this Deed be assigned to the the Payor Holding Company, and the assignment to the Payor Holding Company will become effective upon the Payor Holding Company entering into a deed acceptable to the Parties, acting reasonably, whereby the Payor Holding Company covenants to be bound by the applicable terms of this Deed and the Payee must be satisfied, acting reasonably, that the Payor Holding Company guaranteeing the performance of the Payor's obligations under this Deed will be able to comply with their financial, technical and other obligations under this Deed.

19. MISCELLANEOUS

19.1 Governing law

This Deed and the relationship between the parties are governed by the laws of the Northern Territory and the Parties irrevocably submit to the non-exclusive jurisdiction of the Courts of the Northern Territory and of all courts of competent jurisdiction to hear appeals from those courts in relation to any legal action, claim, suit or proceeding arising out of or relating to this Deed.

19.2 Counterparts

This Deed may be executed in any number of counterparts, each of which when executed will be taken to be an original and all of which taken together will constitute the one and same Deed.

19.3 Costs

- (a) Each Party must bear their own legal and other costs and expenses in connection with the preparation, negotiation and execution of this Deed and/or other related documentation.

Sale and Purchase Agreement

- (b) The Payor must pay any stamp duty assessable on this Deed and is responsible for lodging this Deed for registration and stamping.
- (c) The Parties agree to reimburse the other party (non-instigating Party) its reasonable legal costs associated with any future amendment, assumption, variation and/ or assignment of the terms of this Deed.

19.4 Entire agreement

This Deed constitutes the entire agreement of the Parties about its subject matter and any previous agreements, understandings and negotiations on that subject matter cease to have effect.

19.5 Retention of rights

The rights, powers and remedies provided in this Deed are cumulative with and not exclusive of the rights, powers or remedies provided by law and in equity independently of this Deed.

19.6 Exercise of rights

Failure to exercise or delay in exercising any right, power or remedy by a Party does not operate as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other further exercise of that or any other right, power or remedy.

19.7 Waiver and amendment

A provision of or a right created under this Deed may not be:

- (a) waived except in writing signed by the Party giving the waiver; or
- (b) varied except in writing signed by the Parties.

19.8 Survival of indemnities

Each indemnity in this Deed is a continuing obligation, separate and independent from other obligations and will not be discharged by any one payment or act and each indemnity will survive expiration or earlier termination of this Deed.

19.9 Enforcement of indemnities

It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Deed.

19.10 Severability

If the whole or any part of a provision of this Deed is void, unenforceable or illegal in a jurisdiction, the whole or part of that provision it is severed for that jurisdiction and the remainder of this Deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

19.11 Further assurances

Each Party must execute all documents and do all things as reasonably necessary to give full effect to the provisions of this Deed and the transactions contemplated by it.

Sale and Purchase Agreement

19.12 Enurement

Except as otherwise provided in this Deed, the provisions of this Deed will inure for the benefit of and be binding upon the Parties and their respective successors and permitted assigns and (where applicable) legal personal representatives.

19.13 No merger

The rights and obligations of the Parties will not merge on the completion of any transaction contemplated by this Deed. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any such transaction.

19.14 Time of the essence

The Parties agree that time will be the essence of this Deed in all respects.

Executed as a deed

Sale and Purchase Agreement

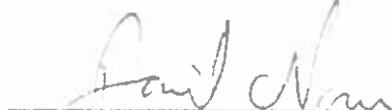
EXECUTED by DPG Resources Australia Pty Limited in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors:



Signature of director

PETER WALSH

Name



Signature of director/secretary

DANIEL NOONE

Name

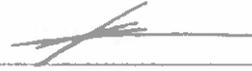
EXECUTED by Rio Tinto Exploration Pty Limited in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors:



Signature of director

JOHN KINZEE

Name



Signature of director/secretary

LYALL TONY GRIFFITHS

Name

EXECUTED by GPM Metals Inc. in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors:



Signature of director

PETER WALSH

Name



Signature of director/secretary

DANIEL NOONE

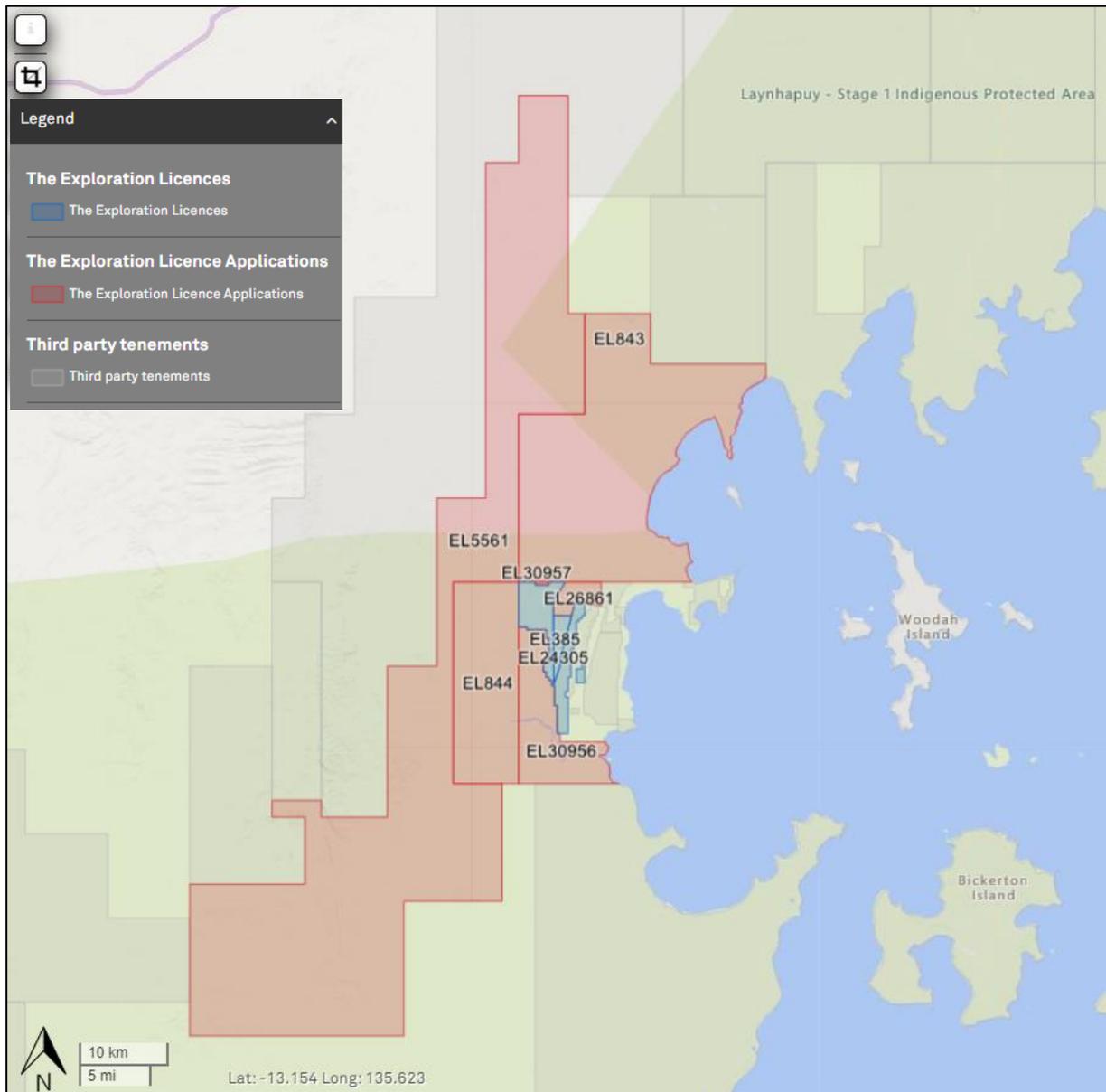
Name

Sale and Purchase Agreement

SCHEDULE 1

Tenement Map

The Tenements, being the Exploration Licences and the Exploration Licence Applications, are located between approximately 130km to 240km southwest of the town of Nhulunbuy in eastern Arnhem Land in the Northern Territory, with current boundaries as shown on the map below.



Mortgage Deed

Rio Tinto Exploration Pty Limited
DPG Resources Australia Pty Limited

Sale and Purchase Agreement

Date of this Deed	The date upon which the last Party executes this Deed.
Parties	
1.	Rio Tinto Exploration Pty Limited (ABN 76 000 057 125) of 37 Belmont Avenue, Belmont, Western Australia 6104 (" Secured Party ")
2.	DPG Resources Australia Pty Limited (ACN 000 057 125) of c/ Carlos Fernicola Pty Ltd, 131 Leichardt Street, Spring Hill, Queensland, 4000, Australia. (" Grantor ")
Recitals	
A	The Grantor is or is entitled to be the registered holder and beneficial owner of the Tenements.
B	The Grantor acquired the Secured Party's interest in the Tenements pursuant to the Sale and Purchase Agreement.
C	The Grantor has agreed to pay to the Secured Party the Royalty on the terms and conditions set out in the Royalty Deed and the Sale and Purchase Agreement.
D	Clause 11.3 of the Sale and Purchase Agreement requires the Grantor to execute and deliver to the Secured Party this charge in order to secure the payment by the Grantor of the Royalty and the Clawback Rights.
E	Pursuant to the terms of this charge, the Grantor grants a charge over its rights, title and interest in the Collateral.

It is agreed as follows.

1. Definitions and interpretation

1.1 Sale and Purchase Agreement definitions

Words and expressions used in this charge which are defined in the Sale and Purchase Agreement have the meaning given to them in the Sale and Purchase Agreement unless the contrary intention appears or otherwise defined in clause 1.3.

1.2 Sale and Purchase Agreement interpretation

Rules of construction and interpretation used in the Sale and Purchase Agreement (unless intention to the contrary appears) apply to this charge.

1.3 Other definitions

In this charge, unless the contrary intention appears:

Authorised Officer means:

- (a) in the case of the Secured Party, a director, secretary or an officer whose title contains the word manager or a person performing the functions of any of them; and
- (b) in the case of the Grantor, a person appointed by the Grantor to act as an Authorised Officer for the purpose of this charge.

Sale and Purchase Agreement

Business Day means a weekday on which banks are open for banking business in Darwin, Northern Territory, Australia, not being a Saturday or a Sunday or a gazetted public holiday, starting at 9am and ending at 5pm.

Collateral means:

- (a) the Tenements
- (b) any Mining Information;
- (c) any part of the foregoing; and
- (d) any proceeds (including 'proceeds' as defined in section 31 of the PPSA) of any of the foregoing.

It includes, in each case, any of the foregoing in respect of which the Grantor has at any time a sufficient right, interest or power to grant a security interest.

Collateral Security means a present or future Security Interest (other than this charge), guarantee or indemnity given by the Grantor or another person to secure or otherwise provide for the payment of the Secured Money.

Encumbrance means any Security Interest, interest, garnishee order, writ of execution or right of set-off, and any agreement to create any of them or allow them to exist.

Event of Default has the meaning given to it in clause 10 ("Default").

Financier means any person (other than a Related Body Corporate of the Grantor, a shareholder of the Grantor, or a shareholder of any Related Body Corporate of the Grantor) who provides debt finance to the Grantor on commercial terms for the initial development and/or any subsequent expansion of Mining operations on the Tenements.

Mining Registrar means the mining registrar referred to in the Mining Act, having jurisdiction in respect of the Tenements.

Minister means the minister of the Crown from time to time administering the Mining Act.

Permitted Encumbrances means the Encumbrances listed in Schedule 1.

Receiver means a person or persons appointed under or by virtue of this charge as receiver

Royalty Deed means the Royalty Deed between Rio Tinto Exploration Pty Limited and DPG Resources Australia Pty Limited pertaining to the Tenements.

Sale and Purchase Agreement means the sale and purchase agreement between the Grantor (and its Holding Company, GPM Metals Inc.) and the Secured Party pertaining to the Tenements and dated on or about the date of this charge.

Secured Money means:

- (a) any and all of the monies payable by way of the Royalty;
- (b) the Clawback Rights;
- (c) all other costs, charges and expenses which the Grantor may incur or become liable to the Secured Party for under the Royalty Deed and the Sale and Purchase Agreement or this charge in connection with the Collateral ,

and will, where the context so admits, include any part of the foregoing.

This definition applies:

- (a) whether the Grantor is liable alone, or jointly, or jointly and severally with another person;

Sale and Purchase Agreement

- (b) whether a Secured Party is an original obligee or an assignee of the Secured Money and whether or not:
 - (i) the assignment took place before or after the delivery of this charge; or
 - (ii) the Grantor consented to or was aware of the assignment; or
 - (iii) the assigned obligation was secured; and
- (c) whether a Secured Party is an original Secured Party or an assignee of an original Secured Party provided that the Grantor consented to the assignment.

Security Interest has the meaning given to that term in the PPSA.

2. Consideration

The Grantor acknowledges giving this charge and incurring obligations and giving rights under this charge for valuable consideration received from the Secured Party.

3. Charge

3.1 Security

The Grantor, as beneficial owner, charges the Collateral in favour of the Secured Party as security for the due and punctual payment of all Secured Moneys from time to time payable by the Grantor to the Secured Party. If for any reason it is necessary to determine the nature of this charge, it is a fixed charge over all Collateral.

3.2 First ranking

Subject to clause 4.5 ("Project Financing and Priority"), the Grantor warrants and undertakes that this charge is and will remain a first ranking charge, ranking ahead of and in priority to any Encumbrance, now in existence or hereafter given, entered into, created or incurred by the Grantor in respect of the whole or any part of its Collateral (other than a Permitted Encumbrance).

4. Restrictions on dealing with Collateral

4.1 Restricted dealings with any of the Collateral

Except as permitted by the Royalty Deed, the Sale and Purchase Agreement or this charge, without the prior written consent of the Secured Party (which will not be unreasonably withheld or delayed), the Grantor may not, and may not agree, attempt or take any step to, do any of the following:

- (a) subject to clause 4.5 ("Project Financing and Priority"), create or allow to exist another Encumbrance in connection with the Collateral, other than any Permitted Encumbrance; or
- (b) deal in any way with this charge or any interest in it, or allow any interest in it to arise or be varied.

4.2 Restricted dealings with Collateral

Except as permitted by the Royalty Deed, Sale and Purchase Agreement or this charge, without the prior written consent of the Secured Party (which will not be unreasonably withheld or delayed), the Grantor may not and may not agree, attempt or take any step to, do any of the following in respect of Collateral:

- (a) sell or dispose of the Collateral;
- (b) lease or license the Collateral, or deal with any existing lease or licence (including allowing a surrender or variation); or
- (c) part with possession of the Collateral.

Sale and Purchase Agreement

4.3 Where the law allows for creation of Encumbrance without consent

If a law entitles the Grantor to create another Encumbrance in connection with the Collateral without the consent of the Secured Party, clause 4.1 (“Restricted dealings with any of the Collateral”) does not operate to require the Grantor to obtain the Secured Party’s consent before creating that other Encumbrance. However, if the Grantor intends to create another Encumbrance, it agrees to notify the Secured Party at least 7 days in writing before it proposes to do so.

4.4 Priority agreement

If the Secured Party asks, the Grantor agrees to obtain an agreement acceptable to the Secured Party, acting reasonably, regulating priority between this charge and any other Encumbrance (other than a Permitted Encumbrance) in connection with the Collateral.

4.5 Project Financing and Priority

The Secured Party:

- (a) will not withhold their consent to the creation of a Security Interest over the Collateral in connection with bona fide finance arrangements in relation to the initial development and/or any subsequent expansion of mining operations on the Tenements; and
- (b) will agree to subordinate this charge such that it will rank as a second ranking charge, and ranks second in priority to any Security Interest of the Financier only,

provided that the Grantor procures that the Financier enters into a deed of priority with the Secured Party (whether or not such deed of priority includes subordination provisions) on terms and conditions that are satisfactory to the Secured Party, acting reasonably, under which the Financier agrees *inter alia* to ensure that:

- (c) in the exercise of the Financier’s rights and interests under its Security Interest, it will pay the Royalties in accordance with the terms of the Royalty Deed and the Sale and Purchase Agreement; and
- (d) in the exercise of the Financier’s power of sale (or that of any receiver, agent or attorney) under its Security Interest, it will not transfer the Collateral to any person unless the transferee has first covenanted with the Secured Party to be bound by the terms of the Royalty Deed and the Sale and Purchase Agreement and if requested, to grant the Secured Party a new Security Interest over the transferee’s interest in the Collateral on the same terms as this charge or such other terms as may be approved by the Secured Party.

4.6 Mining operations

Nothing in this clause 4 (“Restrictions on dealing with Collateral”) or elsewhere in this charge:

- (a) affects or limits the freedom of the Grantor to itself determine whether and when to commence or pursue development or Mining operations on any of the Tenements; or
- (b) operates to prevent the Grantor at any time, but subject to the Grantor’s obligations under the Royalty Deed and the Sale and Purchase Agreement, from electing to surrender or relinquish the whole or any part of any Tenements, whether or not any such surrender or relinquishment is required by law.

5. Payments and interest

5.1 Payments

The Grantor agrees to make payments under this charge:

Sale and Purchase Agreement

- (a) in full without set-off or counterclaim, and without any deduction in respect of Taxes unless prohibited by law; and
- (b) if the payment relates to the Secured Money, in Australian dollars in the manner provided in the Royalty Deed and the Sale and Purchase Agreement.

5.2 Interest

- (a) The Grantor agrees to pay interest on any part of the Secured Money which is due for payment but which is not otherwise incurring interest. The interest accrues daily from (and including) the due date up to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days.
- (b) The Grantor agrees to pay interest owing under this clause within 15 Business Days of a written demand from the Secured Party.
- (c) The rate to be applied to each daily balance is the "Cash Target Rate" applying for that day as published by the Reserve Bank of Australia on its website at www.rba.gov.au/Statistics/cashrate_target.html, or if that rate ceases to be published, such readily accessible replacement rate nominated by the Secured Party from time to time which approximates that rate and in either case plus 2%.
- (d) The Grantor's obligation to pay the Secured Money on the date it becomes due for payment is not affected by this clause 5.2.
- (e) If a liability under this charge becomes merged in a judgment or order, then the Grantor agrees to pay interest to the Secured Party on the amount of that liability as an independent obligation. This interest accrues from the date the liability becomes due for payment both before and after the judgment or order until it is paid, at a rate that is the higher of the rate payable under the judgment or order and the rate previously specified in clause 5.2(c).

6. Other covenants by Grantor

6.1 Positive covenants

Subject to clause 17 ("Release of Collateral"), the Grantor agrees:

- (a) without limiting its obligations under clause 4.1 ("Restricted dealings with any of the Collateral") to comply on time with all its obligations in connection with any Encumbrance over the Collateral other than this charge to the extent that failure to do so would have a material adverse effect on the ability of the Grantor to pay the Secured Money in accordance with the Sale and Purchase Agreement and the Royalty Deed;
- (b) to comply within a reasonable period with terms attaching to any approval or consent given by the Secured Party in connection with this charge;
- (c) at any time while an Event of Default has occurred and is continuing, when requested by the Secured Party, to provide to the Secured Party such information relating to the Grantor's financial affairs as the Secured Party requests, including copies of balance sheets and profit and loss accounts (or, if available, copies of audited balance sheets and profit and loss accounts); and
- (d) to notify the Secured Party promptly on becoming aware of any of the following:
 - (i) an Event of Default, including full details of the Event of Default and any steps taken to rectify it;
 - (ii) any application for a replacement Tenement;

Sale and Purchase Agreement

- (iii) any material request, demand, notice or declaration relating to the Collateral (including any notice of cancellation or forfeiture of a Tenement or Tenements) received by the Grantor from a Government Authority (and the Grantor will provide the Secured Party with a copy of any such notice);
- (iv) any actual or proposed compulsory acquisition or purchase of the Collateral;
- (v) any circumstances where a claim for compensation or damages may arise in relation to the Collateral;
- (vi) any actual or threatened application, litigation, arbitration or administrative proceedings relating to the Collateral; and
- (vii) any circumstances or event where the value of the Collateral is or may be substantially reduced.

6.2 Further assurances

The Grantor agrees to:

- (a) execute in favour of the Secured Party, or as the Secured Party may direct, and in a form as may be reasonably stipulated by the Secured Party, such further documents as the Secured Party reasonably requires (having regard to the terms of this charge); and
- (b) do the things which the Secured Party reasonably stipulates,

in each case to:

- (c) ensure that this charge and any Collateral Security is fully effective, enforceable and perfected with its stated priority;
- (d) more satisfactorily assure or secure the Collateral to the Secured Party in a manner not inconsistent with this charge, including by giving control (as defined in the PPSA) with respect to any Collateral; and
- (e) enable the Secured Party to exercise its rights in connection with the Collateral.

6.3 Registration

The Secured Party may register this charge at its expense as a charge on any appropriate register, and may register one or more financing statements under the PPSA in relation to it, and the Grantor agrees to use its best endeavours to obtain all requisite consents under any Encumbrance over property of the Grantor created prior to this charge. The Grantor agrees to execute all documents required by the Secured Party which are necessary to register this charge or any financing statement.

7. Secured Party's right to rectify

At any time while an Event of Default has occurred and is continuing, the Secured Party may do anything which should have been done by the Grantor under this charge but which has not been done or which a Secured Party reasonably considers has not been done properly.

8. Secured Party's rights to inspect

8.1 Inspection

If an Event of Default has occurred and is continuing, a person authorised by a Secured Party may enter at all times on the Tenements to:

- (a) inspect the condition of the Collateral;
- (b) determine whether the terms of this charge are being complied with;

Sale and Purchase Agreement

- (c) inspect and take copies of records relating to the Collateral; and
- (d) exercise the rights of the Secured Party under clause 7 ("Secured Party's right to rectify") or under the Royalty Deed and the Sale and Purchase Agreement.

8.2 Notice

The Secured Party agrees to give the Grantor reasonable written notice of entry and the Grantor agrees to give the person authorised to enter reasonable assistance including, without limitation, by seeking to obtain any necessary consent.

9. Grantor's representations and warranties

9.1 Representations and warranties

The Grantor represents and warrants (except in relation to matters disclosed to the Secured Party and accepted by the Secured Party in writing) that:

- (a) (owner of the Collateral) it is (or is entitled to be) the beneficial owner of, and has (or is entitled to have) good title to, the Collateral free from Encumbrances, other than any Permitted Encumbrance; and
- (b) (power) it has power to enter into this charge and comply with its obligations under it; and
- (c) (no contravention or exceeding power) this charge and the transactions under it do not contravene its constituent documents (if any) or any law or cause a limitation on its powers, (or to the extent applicable the powers of its directors, to be exceeded); and
- (d) (authorisations) it has in full force and effect the authorisations necessary for it to enter into this charge, to comply with its obligations and exercise its rights under it and allow it to be enforced; and
- (e) (validity of obligations) its obligations under this charge are valid and binding and are enforceable against it in accordance with its terms; and
- (f) (benefit) it benefits by entering into this charge, the Royalty Deed and the Sale and Purchase Agreement; and
- (g) (no benefit to related party) no person has contravened or will contravene section 208 or section 209 of the Corporations Act by entering into this charge or participating in any transaction in connection with this charge; and
- (h) (Event of Default) no Event of Default continues unremedied; and
- (i) (duly incorporated) it has been duly incorporated as a company limited by shares in accordance with the laws of the place of its incorporation, is validly existing under those laws, and has power and authority to carry on its business as it is now being conducted.

9.2 Repetition of representations and warranties

The representations and warranties in clause 9.1 ("Representations and Warranties") are taken to be made (by reference to the then current circumstances):

- (a) on each date on which the Grantor acquires Collateral; and
- (b) every three months after the date of this charge.

9.3 Reliance

The Grantor acknowledges that the Secured Party has entered into this charge in reliance on the representations and warranties in this clause 9.

Sale and Purchase Agreement

10. Default

10.1 Type of default

Each of the following is an Event of Default (whether or not it is within the Grantor's power to prevent it):

- (a) (non-payment) the Grantor does not pay any of the Secured Money on time and in the manner required under the Royalty Deed, Sale and Purchase Agreement, this charge and any other agreement which imposes the obligation to pay it, except where such payment is the subject of a bona fide dispute in accordance with the provisions of the Royalty Deed or the Sale and Purchase Agreement, this charge or that other agreement; or
- (b) (incorrect representation or warranty) a representation or warranty made, or taken to be made, by or for the Grantor in connection with this charge or the Sale and Purchase Agreement is found to have been incorrect or misleading when made or taken to be made and which has a material adverse effect on the ability of the Grantor to comply with its obligation to pay the Secured Money in accordance with the Sale and Purchase Agreement; or
- (c) (material adverse effect) an event occurs which in the Secured Party's reasonable opinion has a material adverse effect on the ability of the Grantor to comply with its obligation to pay the Secured Money in accordance with the Royalty Deed and the Sale and Purchase Agreement or on the value of the Collateral; or
- (d) (non-compliance with other obligations) the Grantor does not comply with any other obligation under this charge, the Royalty Deed or the Sale and Purchase Agreement and the non-compliance has a material adverse effect on the ability of the Grantor to comply with its obligation to pay the Secured Money under the Royalty Deed or the Sale and Purchase Agreement; or
- (e) (voidable charge) this charge or a transaction in connection with it is or becomes wholly or partly void, voidable or unenforceable or does not have the priority which the Secured Party intended it to have,

and a period of 20 Business Days has elapsed following written notice from the Secured Party to the Grantor of the occurrence of the Event of Default and, if the event can be remedied, the Grantor does not remedy the event prior to the expiry of that period; or

- (f) (Winding up, arrangement, insolvency etc):
 - (i) the Grantor stops or suspends payment of all or a class of its debts;
 - (ii) the Grantor is insolvent within the meaning of the Corporations Act;
 - (iii) the Grantor fails to comply with a statutory demand issued by a Secured Party under the Corporations Act;
 - (iv) an administrator is appointed over all of any of the Collateral or any step preliminary to the appointment of an administrator is taken;
 - (v) except for the purposes of a solvent reconstruction or amalgamation previously approved by the Secured Party, an application or an order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting or an application to a court or other steps are taken for:
 - (A) the winding up or dissolution of the Grantor; or
 - (B) the Grantor entering into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them or any of them;

Sale and Purchase Agreement

- (g) (Enforcement against Collateral):
 - (i) a controller (within the meaning of section 9 of the Corporations Act) or similar officer is appointed to;
 - (ii) a Security Interest becomes enforceable or is enforced over; or
 - (iii) a distress, attachment or other execution is levied or enforced or applied for over, all or any of the Collateral.

10.2 Consequences of default

The Secured Party and the Grantor agree that the Grantor's obligations to pay the Royalty are contingent upon the occurrence of certain events (which may or may not take place) and that notwithstanding that an Event of Default has occurred, no part of the Royalty will become payable upon the occurrence of that Event of Default unless and until that part of the Royalty become payable in accordance with:

- (a) Sale and Purchase Agreement; or
- (b) any arrangement agreed between the Secured Party and Grantor under clause 10.4 ("Power of sale").

10.3 Secured Party's powers on default

- (a) Subject to clause 10.3(b) and clause 10.4 ("Power of sale"), after an Event of Default occurs and while an Event of Default is continuing, the Secured Party may do one or more of the following in addition to anything else the law allows the Secured Party to do as Secured Party:
 - (i) sue the Grantor for any part of the Secured Money then payable;
 - (ii) appoint one or more Receivers; and/or
 - (iii) do anything that a Receiver could do at law under clause 11.8 ("Powers of Receiver").
 - (b) Without limiting clause 10.4, on the occurrence of any of the events described in clause 10.1(f) and 10.1(g) at any time after commencement of Mining operations from the Tenements:
 - (i) the Secured Party must give written notice of the Event of Default to any administrator, controller, managing controller, receiver, receiver and manager, manager, trustee, liquidator or provisional liquidator or other relevant person appointed in consequence of, or whose appointment gave rise to, the relevant event described in clause 10.1(f) or 10.1(g) (in this clause, the "Controller") and provide to the Controller the option to continue to operate the Mining operations on the Tenements in accordance with the undertakings referred to in paragraph (ii); and
 - (ii) if the Controller elects to continue to operate the mining operations on the Tenements and undertakes:
 - (A) to comply with the terms of the Royalty Deed and Sale and Purchase Agreement; and
 - (B) that it will not transfer the Collateral to any person unless the transferee has first covenanted with the Secured Party to be bound by the terms of the Royalty Deed and the Sale and Purchase Agreement and if requested, to grant the Secured Party a new Security Interest over the transferee's interest in the Collateral on the same terms as this charge or such other terms as may be approved by the Secured Party,
- the Secured Party will not exercise a power referred to in clause (a) if and for so long as the Controller complies with those undertakings.

10.4 Power of sale

- (a) Notwithstanding clause 10.3 or anything else in this charge, the Secured Party and any Receiver may not exercise a power of sale in respect of the Collateral (or any of part of it) unless the Secured Party and the Grantor have not, at the expiry of 90 days after the occurrence of the Event of Default, agreed the terms of an arrangement which will remedy the Event of Default or, if the Event of Default is not capable of being remedied, under which the Secured Party is willing to waive their rights in respect of the Event of Default.
- (b) Without limiting the terms of any arrangement that the Secured Party and Grantor might agree in order to overcome the Event of Default, the Secured Party and the Grantor may agree the terms on which the Grantor will pay-out, or the Grantor will procure that a third party acquires the Secured Party's entitlement to the Royalty.

10.5 Order of enforcement

The Secured Party may enforce this charge before they enforce other rights or remedies:

- (a) against any other person; or
- (b) under another document, such as another Encumbrance.

If a Secured Party has more than one Security Interest, it may enforce them in any order it chooses.

11. Receiver

11.1 Other rights to appoint

In addition to the powers under clause 10.3, the Secured Party may appoint a Receiver if the directors of the Grantor request it to do so in writing, and to all or any part of the Collateral.

11.2 Terms of appointment of Receiver

In exercising their power to appoint a Receiver, the Secured Party may:

- (a) appoint a Receiver to all or any part of the Collateral or its income; and
- (b) set a Receiver's remuneration at any reasonable figure the Secured Party determines appropriate, remove a Receiver and appoint a new or additional Receiver.

11.3 New appointment

If a Receiver is removed, retires or dies, then the Secured Party may appoint a new Receiver.

11.4 Receiver agent of Grantor

A Receiver is the agent of the Secured Party unless the Receiver has been appointed by the Secured Party at the request of the Grantor under clause 11.1. If the Receiver is the agent of the Secured Party, the Secured Party is solely responsible for anything done or not done by the Receiver, and for the Receiver's remuneration. If the Receiver is the agent of the Grantor, the Grantor is solely responsible for anything done or not done by the Receiver, and for the Receiver's remuneration.

11.5 Receiver's remuneration

A Secured Party may fix the remuneration of a Receiver at a reasonable amount or rate of commission agreed between that Secured Party and the Receiver or, in the absence of agreement, at a reasonable amount or reasonable rate determined by that Secured Party.

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11.6 Multiple receivers

If two or more persons are appointed as Receiver of the same part of the Collateral, then the Secured Party may provide that their rights, powers and remedies vest in them jointly and severally, or jointly.

11.7 Appointment of subsequent receiver

The power to appoint a receiver or receiver and manager over all of the Collateral may be exercised whether or not a Receiver has already been appointed over part of it.

11.8 Powers of Receiver

In addition to powers conferred by other provisions of this charge, by statute or by the terms of appointment, the Receiver may do one or more of the following unless they are specifically excluded by the terms of appointment at the time, in the manner and on terms (in addition to any terms expressly specified below) which the Receiver thinks fit (and the Secured Party may vary these powers at any time by notice given to the Grantor and the Receiver):

- (a) enter, take possession of, have access to and make use of the Collateral as often as the Receiver deems expedient;
- (b) receive rents and profits derived from the Collateral;
- (c) exercise the rights, powers and remedies of the Grantor over, in connection with or comprising part of the Collateral;
- (d) manage the Collateral;
- (e) carry on any business or pursuit on the Collateral within the powers of the Grantor;
- (f) sell or agree to sell the Collateral on any terms, including, without limitation, the following:
 - (i) the sale may take place whether or not the Receiver has taken possession of the Collateral;
 - (ii) the sale may be by public auction, private treaty or by tender;
 - (iii) the sale may be in one lot or in parcels, and with or without special provisions about title, or time, or mode of payment of purchase money, or otherwise;
 - (iv) fixtures may be severed and sold apart from any real property;
 - (v) allow the purchase money to remain secured by a charge or charge of the property sold, or secured by other security, or without security, and on any other terms, without being responsible for any resultant loss;
 - (vi) enter into, rescind or vary a contract for sale, and resell without being responsible for loss, and execute assurances of the Collateral in the name and on behalf of the Grantor or otherwise;
 - (vii) do anything to complete any sale which the Receiver considers desirable, and set aside from the proceeds of sale the amount which the Receiver considers desirable to meet future claims until the possibility of claims being made is ended;
- (g) obtain the benefit of any agreement entered into by the Grantor in connection with the Collateral (including, without limitation, by specific performance), whether or not the agreement is entered into in the exercise of the rights, powers and remedies conferred by this charge;
- (h) institute, conduct, defend, submit to arbitration, settle, compromise or defer in the name of the Grantor or otherwise on any terms, any proceeding, claim, question or dispute in connection with the Collateral or this charge and execute releases or other discharges in connection with them;

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- (i) delegate the Receiver's powers including this power of delegation to any person for any period;
- (j) do all acts that the Grantor might do for the protection or improvement of all or part of the Collateral or for obtaining income or returns from all or part of the Collateral, including without limitation pull down, rebuild, erect, alter, improve, subdivide, provide services to, insure, and maintain the Collateral;
- (k) apply for and obtain the extension, renewal or replacement of the Tenements or surrender the Tenements;
- (l) lease or license, end, renew, surrender, or accept the surrender of a lease or licence of, the Collateral, and compromise with or make concessions to tenants, lessees or licensees, or agree to do any of these things, for any period and on any terms;
- (m) give a person an option to purchase, lease or license the Collateral on any terms, and give, create, release or vary easements, profits a prendre or restrictions relating to the Collateral;
- (n) surrender or transfer the Collateral to any person;
- (o) exchange the Collateral with a person for an interest in other property of any tenure (with or without giving or receiving other consideration). The property so acquired may be dealt with by the Receiver as if it were part of the Collateral and the Receiver may grant a Security Interest over that property for the payment of the Secured Money;
- (p) remove personal property from the Collateral and store that property in the name of the Grantor without liability for loss or damage suffered by the Grantor;
- (q) do anything which should have been done by the Grantor under this charge but which has not been done properly;
- (r) borrow or raise from the Secured Party or from another person in the name and on behalf of the Grantor or otherwise money required from time to time for any of the purposes mentioned in this clause 11 and do any ancillary act including without limitation, draw, accept or endorse bills of exchange. The Secured Party nor any other person providing accommodation to the Receiver need enquire about the necessity or propriety of a borrowing or raising or is to be responsible for the misapplication or non-application of money borrowed or raised;
- (s) secure money borrowed or raised by Security Interest over the Collateral so that the Security Interest ranks in priority to, equally with, or after this charge;
- (t) employ or engage persons including, without limitation, employees of the Receiver and consultants and professional advisers in connection with the powers conferred on the Receiver by this clause 11;
- (u) do or cause to be done anything which may reasonably be required to protect the priority of this charge, to protect the Grantor's or the Secured Party's estate or interest in the Collateral, to enforce this charge, to recover the Secured Money or to protect or enhance the Collateral; and
- (v) expend money or incur liabilities in exercising the powers conferred on the Receiver by this clause 11.

12. Disposal of the Collateral is final

The Grantor agrees that if the Secured Party or a Receiver sells or otherwise disposes of the Collateral:

- (a) the Grantor will not follow the disposal of Collateral or challenge the acquirer's right to acquire the Collateral (including on the ground that the relevant Secured Party or the Receiver was not entitled

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to dispose of the Collateral or that the Grantor did not receive notice of the intended disposal) and the Grantor will not seek to reclaim that property; and

- (b) the person who acquires the Collateral need not check whether the relevant Secured Party or the Receiver has the right to dispose of the Collateral or whether the relevant Secured Party or the Receiver exercises that right properly.

This clause 12 does not operate as a waiver of any right or recourse the Grantor may have as against the Secured Party or a Receiver in connection with the sale or other disposal of the Collateral.

13. Powers of Secured Party

13.1 Powers as for Receiver

At any time after an Event of Default if an Event of Default remains subsisting, a Secured Party, in addition to powers conferred by other provisions of this charge or by law, may exercise any of the powers set out or referred to in clause 11.8 each of which is to be construed as if the reference to the Receiver were a reference to a Secured Party and whether or not a receiver has been or could be appointed under this charge.

13.2 Possession

The Secured Party may give up possession of the Collateral at any time.

14. Statutory powers and notices

14.1 Exclusion of PPSA provisions

To the extent the law permits:

- (a) for the purposes of sections 115(1) and 115(7) of the PPSA:
 - (i) the Secured Party need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) and 132(4);
 - (ii) sections 142 and 143 are excluded;
- (b) for the purposes of section 115(7) of the PPSA, the Secured Party need not comply with section 132 and 137(3);
- (c) if the PPSA is amended after the date of this document to permit the Grantor and the Secured Party to agree to not comply with or to exclude other provisions of the PPSA, the Secured Party may notify the Grantor that any of these provisions is excluded, or that the Secured Party need not comply with any of these provisions, as notified to the Grantor by the Secured Party; and
- (d) the Grantor agrees not to exercise its rights to make any request of the Secured Party under section 275 of the PPSA (but this does not limit the Grantor's rights to request information other than under section 275), to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section.

14.2 Exercise of rights by Secured Party

If the Secured Party exercises a right, power or remedy in connection with this document, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless the Secured Party states otherwise at the time of exercise. However, this clause does not apply to a right, power or remedy which can only be exercised under the PPSA.

14.3 No notice required unless mandatory

- (a) To the extent the law permits, the Grantor waives:

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- (i) its rights to receive any notice that is required by:
 - (A) any provision of the PPSA (including a notice of a verification statement); or
 - (B) any other law before a secured party or Receiver exercises a right, power or remedy;
and
 - (ii) any time period that must otherwise lapse under any law before a secured party or Receiver exercises a right, power or remedy.
- (b) If the law requires a period of notice or lapse of time cannot be excluded provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer).
- (c) However, nothing in this clause prohibits the Secured Party or any Receiver from giving a notice under the PPSA or any other law.

15. Costs

15.1 Costs and expenses

Unless provided otherwise elsewhere in this Deed, the Grantor agrees to pay or reimburse the Secured Party on demand for:

- (a) the reasonable costs, charges and expenses of the Secured Party in connection with any exercise or non-exercise of rights related to an Event of Default (including, without limitation, in connection with the contemplated or actual enforcement or preservation of any rights under this charge), waiver, release, discharge or production of title documents in connection with this charge or the Collateral; and
- (b) Taxes and fees and fines and penalties in respect of fees, which may be payable or determined to be payable in connection with this charge or a payment or receipt or any other transaction contemplated by this charge.

15.2 Consultants, attorneys and administration costs

The Grantor acknowledges and agrees that the costs, charges and expenses referred to in clause 15.1 ("Costs and expenses") include, without limitation, the reasonable fees payable to any independent consultant or other person reasonably appointed to evaluate any matter of concern, any agent of the Secured Party, any Receiver or any attorney appointed under this charge, and, in the case of the Secured Party, their reasonable administration costs.

15.3 Payment

The Grantor agrees to pay to the Secured Party an amount equal to any liability, loss, costs, charges or expenses of the kind referred to in clause 15.1 ("Costs and expenses") suffered or incurred by any Receiver, any attorney, independent consultant or other person appointed by the Secured Party under this charge or any employee, officer, agent or contractor of the Secured Party or any Receiver or attorney appointed under this charge.

15.4 Grantor's costs

Anything which the Grantor is required to do under this charge must be done at the Grantor's cost.

15.5 Exclusions

The amounts referred to in clauses 15.1 ("Costs and expenses") or 15.3 ("Payment") are not payable to the extent they are due to the wilful misconduct or negligence of the Secured Party, Receiver or attorney, independent consultant or other person appointed by the Secured Party or where they relate to any bona

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vide dispute regarding, or the Expert determination of, the amount of the Royalty under, the Royalty Deed or the Sale and Purchase Agreement.

16. Application of money

16.1 Order of application

Subject to clause 16.4 (“Secured Party’s right to hold contingent amounts”) and to the extent permitted by law, money received in connection with this charge is to be applied (after satisfaction of claims taking priority over this charge) as follows:

- (a) first, towards satisfaction of amounts which become owing or payable under clauses 15.1 (“Costs and expenses”), 15.2 (“Consultants, attorneys and administration costs”) or 15.3 (“Payment”) (except the Receiver’s remuneration);
- (b) secondly, towards satisfaction of the Receiver’s remuneration;
- (c) thirdly, to each holder of a Security Interest of which the Secured Party is aware and which has priority over this charge in relation to the relevant Collateral, to the extent, and in order, of priority;
- (d) fourthly, towards the satisfaction of the balance of the Secured Money;
- (e) fifthly, to each holder of a Security Interest of which the Secured Party is aware and which ranks after this charge in relation to the relevant Collateral, to the extent, and in order, of priority; and
- (f) to the extent not otherwise applied, to the Grantor or any other person entitled to it.

16.2 No interest

Money available for application under clause 16.1(f) will not bear interest. The Secured Party or Receiver may discharge their liability to account for it by crediting it to an account in its books in the name of the person to whom it is payable, or by paying it into court.

16.3 Effective payment date

In an application of money under clause 16.1 (“Order of application”) the Grantor is to be credited only with so much of that money as is actually received by the Secured Party. The credit dates from the time of receipt. This provision applies even if in exercising a power of sale the Secured Party or a Receiver transfer the Collateral and takes a Security Interest to secure the unpaid balance of purchase money.

16.4 Secured Party’s right to hold contingent amounts

If a Secured Party receives money in connection with this charge when part of the Secured Money is contingently owing to that Secured Party, the Secured Party may deposit an amount not exceeding that part in an interest-bearing deposit account on terms which the Secured Party thinks fit with any person (including, without limitation, the Secured Party and any of its Related Bodies Corporate) until that part becomes actually payable or no longer falls within the definition of “Secured Money”. At that time the Secured Party may retain for its own account the amount which is then actually payable to it. The balance is to be paid in accordance with clause 16.1 (“Order of application”).

17. Release of Collateral

17.1 Release

The Secured Party agrees to execute a release of the Collateral from this charge at the request of the Grantor:

- (a) on the cessation of all obligations of the Grantor to the Secured Party under the Royalty Deed and the Sale and Purchase Agreement; and

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- (b) the payment of all money which can become payable by the Grantor under the Royalty Deed and the Sale and Purchase Agreement or this charge; and
- (c) upon assignment by the Grantor of the Collateral, subject to the assignee, as Grantor, entering into a charge with the Secured Party in accordance with clause 11.3 of the Sale and Purchase Agreement.

17.2 Termination of effect

The obligations of the Parties under this charge (other than obligations in relation to antecedent breaches) shall forthwith cease upon release of the Collateral in accordance with clause 17.1 ("Release").

18. Secured Party's rights

18.1 Non-merger

The rights of the Secured Party to payment of the Secured Money arising in any way including, without limitation, under a negotiable instrument or another contract with or any Security Interest now or subsequently held from the Grantor or any other person does not merge with the Grantor's rights under this charge.

18.2 Other securities

This charge does not merge with, postpone, lessen or otherwise prejudicially affect any other Security Interest to which the Secured Party is entitled.

18.3 Judgments

The Secured Party will hold a judgment or order which that Secured Party obtains against the Grantor in respect of the Secured Money collaterally with this charge and will not merge in the judgment or order.

18.4 Continuing security

This charge is a continuing security despite any intervening payment, settlement of account or other thing until a release has been executed and given by the Secured Party to the Grantor.

18.5 Collateral securities

This charge does not affect a Collateral Security or any other right, power or remedy of the Secured Party at law or in equity.

18.6 Non-enforcement of other securities

The Secured Party need not resort to any other Security Interest it holds for payment of the Secured Money before it resorts to this charge. The Grantor waives any right it has of first requiring the Secured Party to commence proceedings or enforce any other right against any other person before enforcing its rights under this charge.

18.7 Persons dealing with Secured Parties

A purchaser from or other person dealing with the Secured Party, or any Receiver, or any attorney appointed under this charge or a person to whom is tendered for registration an instrument duly executed by any of them need not inquire:

- (a) whether the Secured Money is in fact owing or payable; or
- (b) whether an Event of Default has occurred; or
- (c) whether a right, power or remedy which they have exercised or purported to exercise has been properly exercised; or

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- (d) whether a Receiver has been properly appointed; or
- (e) about any other thing in connection with the exercise or purported exercise of a right, power or remedy.

18.8 Notice not to affect title

The title of any person relying on clause 18.7 ("Persons dealing with Secured Party") is not affected by express or constructive notice of anything in connection with the matters referred to in clauses 18.7(a) to (e) (inclusive).

18.9 Grantor's obligations to maintain effectiveness of security

If a claim is made that all or part of a payment, obligation, settlement, transaction, conveyance or transfer in connection with the Secured Money is void or voidable under law relating to insolvency or the protection of creditors or for any other reason and the claim is upheld, conceded or compromised, then:

- (a) the Secured Party is entitled immediately as against the Grantor to the rights in respect of the Secured Money to which they would have been entitled if all or that part of that payment, obligation, settlement, transaction, conveyance or transfer had not taken place; and
- (b) the Grantor agrees to do any act and sign any document promptly on request from a Secured Party to restore to the Secured Party any Security Interest or guarantee held by it from the Grantor immediately before that payment, obligation, settlement, transaction, conveyance or transfer.

19. Power of attorney

19.1 Grantor's appointment

The Grantor irrevocably appoints the Secured Party, each Authorised Officer of the Secured Party, and each Receiver severally as its attorneys.

19.2 Attorney's authority

Each attorney may:

- (a) in the name of the Grantor or the attorney do anything which the Grantor may lawfully authorise an attorney to do in connection with this charge or the Collateral or which in the attorney's reasonable opinion is necessary or expedient to give effect to any right, power or remedy conferred on the Secured Party or a Receiver by this charge by law or otherwise, (including, without limitation, executing deeds and instituting, conducting and defending legal proceedings); and
- (b) delegate its powers (including, without limitation, this power of delegation) to any competent person for any period and may revoke a delegation; and
- (c) exercise or concur in exercising its powers even if the attorney has a conflict of duty in exercising its powers or has a direct or personal interest in the means or result of that exercise of powers; and
- (d) not exercise its rights under this power of attorney until after an Event of Default occurs and then may only exercise its rights under this power of attorney while an Event of Default subsists.

No attorney appointed under this charge may act inconsistently with this charge, the Royalty Deed or the Sale and Purchase Agreement.

19.3 Ratification

The Grantor agrees not to challenge and if necessary, ratify anything properly done by an attorney or its delegate strictly in accordance with clause 19.2 ("Attorney's authority").

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20. Indemnity

The Grantor indemnifies the Secured Party, Receiver and Attorney against any claim, loss, liability, cost and expense that may be incurred or sustained by the Secured Party, Receiver and Attorney (or any officer or employee of any of them) as a direct consequence of:

- (a) the occurrence of any Event of Default; or
- (b) any exercise or attempted exercise of any power, right, authority, discretion or remedy under this charge that is conferred on the Secured Party, or any Receiver or Attorney.

21. Protection of Secured Parties, Receivers and Attorneys

Subject to any law which applies notwithstanding an agreement to the contrary, no Secured Party, Receiver or Attorney will be liable in respect of:

- (a) any conduct, delay, negligence or breach of duty in the exercise or non-exercise of a power, right, authority, discretion or remedy under this charge that is conferred on the Secured Party, or any Receiver or Attorney; nor
- (b) for any loss (including Consequential Loss) which results,

except where it arises from fraud or gross misconduct on the part of any Secured Party, Receiver or Attorney.

22. Notices

22.1 Form

Unless expressly stated otherwise in this charge, all notices, approvals, consents or other communications (“**Notices**”) in connection with this charge must be in writing and must be marked for the attention of the person or officeholder named on page one (1) of this charge or, if the recipient has notified otherwise, then marked for attention in the last way notified.

22.2 Delivery

Notices must be:

- (a) left at the address; or
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address; or
- (c) sent by email to the email address,

of the recipient which is specified on page 1 of this charge or otherwise set out below. However, if the intended recipient has notified a changed postal address or email address, then the communication must be to that changed address or email address.

Email addresses for Notices are as follows:

Secured Party: clat@riotinto.com

Grantor: p.walsh@gpmmetals.com

22.3 When effective

A Notice takes effect from the time it is received.

22.4 Deemed receipt - postal

If sent by post, a Notice is taken to have been received three (3) Business Days after posting or seven (7) Business Days after posting if posted to or from a place outside Australia.

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22.5 Deemed receipt - email

If sent electronically as an email attachment to the email address of the receiving party, at the time shown in the transmission report as the time that the whole email was successfully sent, provided that a Notice received after 5PM on a Business Day shall be deemed received on the following Business Day.

23. Encumbrances and assignment

The Grantor must not, without the consent of the Secured Party (which will not be unreasonably withheld or delayed), create or allow to exist an Encumbrance over or an interest in this charge or assign or otherwise dispose of or deal with its rights under this charge except as permitted by the Royalty Deed and/or the Sale and Purchase Agreement. Subject to the Royalty Deed and/or the Sale and Purchase Agreement, the Secured Party at any time may do any of those things as the Secured Party see fit.

24. Confidentiality

24.1 Information to be kept confidential

Subject to clause 24.2 ("Disclosures required by law"):

- (a) the Secured Party must not, and must procure that any Receiver does not (each a "Recipient"), disclose any information obtained in accordance with this charge in relation to the business and affairs of the Grantor ("Confidential Information") to any third party without the prior written consent of the Grantor (such consent not to be unreasonably withheld or delayed). Each Recipient must also take all reasonable precautions to ensure that its employees and Related Bodies Corporate and the employees of its or their Related Bodies Corporate maintain the confidentiality of Confidential Information; and
- (b) each Party must not disclose any information of the kind mentioned in section 275(1) of the PPSA.

24.2 Disclosures required by law

A Party or any other Recipient may in the exercise of its rights or powers under this charge disclose Confidential Information:

- (a) (related entity) to any Related Body Corporate of the Recipient, provided that the Recipient uses its best endeavours to ensure that all matters so disclosed are kept confidential;
- (b) (employees, etc) to employees, officers and agents of the Recipient (or any Related Body Corporate of the Recipient) whose duties in relation to the Recipient or under this charge necessarily require the disclosure, provided that the Recipient uses its best endeavours to ensure that all matters so disclosed are kept confidential;
- (c) (professional advisers) to professional advisers and consultants of the Recipient whose duties in relation to the Recipient or under this charge necessarily require the disclosure, provided that the Recipient uses its best endeavours to ensure that all matters so disclosed are kept confidential;
- (d) (lenders) to a bank or other financial institution (and its professional advisers) in connection with any loan or other financial accommodation sought to be arranged by the Recipient or any Related Body Corporate of the Recipient;
- (e) (assignees) to genuine potential purchasers of the Collateral (or any part thereof) or to assignees of all or any part of the Recipient's interest, rights and obligations under this charge;
- (f) (protecting Tenements) if and to the extent that it may be necessary or desirable to disclose that information to any governmental authority in connection with applications for government consents which are necessary to transfer or protect the Collateral, or otherwise in relation to this charge; and

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- (g) (compulsory disclosure) to the extent that the disclosure is required by law (except to the extent the requirement can be excluded or limited by contract or by a confidentiality obligation) or any regulatory agency having jurisdiction over the Recipient.

24.3 Conditions to Disclosure

The disclosure of Confidential Information under clauses 24.2(c), (d) and (e) is subject to the Recipient taking all reasonable precautions to ensure that any third party to which Confidential Information is disclosed maintains the confidentiality of the Confidential Information.

25. Miscellaneous

25.1 Certificate

A certificate signed by a Secured Party or its solicitors about a matter or about a sum payable to the Secured Party in connection with this charge is sufficient evidence of the matter or sum stated in the certificate unless the matter or sum is proved to be false.

25.2 Exercise of rights

- (a) Unless this charge states otherwise, the Secured Party, a receiver or an attorney appointed under this charge may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy.
- (b) A single or partial exercise of a right, power or remedy by the person does not prevent a further exercise of that right, power or remedy or an exercise of any other right, power or remedy.
- (c) Failure by the person to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
- (d) Unless this charge states otherwise, the person with the right, power or remedy is not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising the right, power or remedy.

25.3 Waiver and variation

A provision of or a right created under this charge may not be waived or varied except in writing signed by the Party or Parties to be bound.

25.4 Supervening legislation

Any present or future legislation which operates to vary the obligations of the Grantor in connection with this charge, the Secured Money or the Collateral with the result that a Secured Party's rights, powers or remedies are adversely affected (including, without limitation, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

25.5 Approvals and consent

The Secured Party, a receiver or an attorney appointed under this charge may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion, unless this charge expressly provides otherwise.

25.6 Remedies cumulative

The rights, powers and remedies provided in this charge are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this charge.

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25.7 Indemnities

Each indemnity in this charge is a continuing obligation, separate and independent from the other obligations of the Grantor and survives termination of this charge. It is not necessary for the Secured Party to incur expense or make payment before enforcing a right of indemnity conferred by this charge.

25.8 Time of the essence

Time is of the essence of this charge in respect of an obligation of the Grantor to pay money.

25.9 Receipts

The receipt of a Receiver or an Authorised Officer of the Secured Party releases the person paying money to the Receiver or the Secured Party in connection with this charge from:

- (a) liability to enquire whether the Secured Money has become payable; and
- (b) liability for the money paid or expressed to be received; and
- (c) being concerned to see to its application or being answerable or accountable for its loss or misapplication.

26. Governing law

This charge and the transactions contemplated by this charge are governed by the law in force in the Northern Territory and of the Commonwealth of Australia applying there, and the Parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the Northern Territory.

27. Stamp duties

The Secured Party shall pay all Taxes which may be payable or determined to be payable in relation to the execution, delivery, performance or enforcement of this charge.

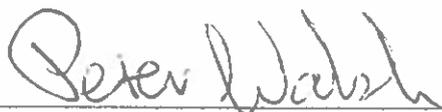
28. Counterparts

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

Sale and Purchase Agreement

EXECUTED as a deed

EXECUTED by DPG Resources Australia Pty Limited in accordance with section 127(1) of the Corporations Act 2001 (Cth):



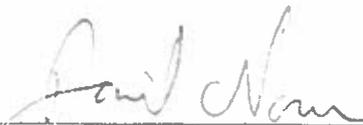
Signature of director

Name

PETER WALSH

Date

10/7/2024



Signature of director/secretary

Name

DANIEL NOONE

Date

10/7/2024

EXECUTED by Rio Tinto Exploration Pty Limited in accordance with section 127(1) of the Corporations Act 2001 (Cth):



Signature of director

Name

JOHN KILREE

Date

19/6/2024



Signature of director/secretary

Name

LIALL-JONY GRIFFITHS

Date

19/06/2024

SCHEDULE 1 (TO ROYALTY DEED) – PERMITTED ENCUMBRANCES

- Any Encumbrance which the Parties agree is a Permitted Encumbrance.
- Any Encumbrance granted to a Financier in accordance with clause 4.5 of this charge.
- Any Encumbrance granted under or as a result of the ALRA Deeds or which in future is granted to holders of, or claimants to, Native Title or rights held or claimed under the ALRA.