

## **FARM-IN AGREEMENT**

**Newcrest Resources Inc.**

(A company duly formed and existing under the laws of Delaware, USA)

AND

**Gunpoint Exploration Ltd.**

(A company duly formed and existing under the laws of British Columbia, Canada)

AND

**American Gold Capital US Inc.**

(A company duly formed and existing under the laws of Nevada, United States of America)

## TABLE OF CONTENTS

1.	INTERPRETATION .....	1
2.	INVESTIGATION PHASE & OPTION PHASE .....	12
3.	NEWCREST FARM-IN.....	14
4.	JOINT VENTURE.....	17
5.	MEMORANDUM OF FARM-IN AGREEMENT.....	20
6.	EXPLORATION PROGRAM.....	20
7.	MANAGEMENT OF THE MINING CLAIMS.....	20
8.	TECHNICAL COMMITTEE .....	23
9.	GENERAL RESTRICTIONS AND OBLIGATIONS ON PARTIES.....	24
10.	NEWCREST EXPENDITURE.....	24
11.	RESTRICTIONS AND OBLIGATIONS ON AGC AND GUNPOINT .....	25
12.	ASSIGNMENT.....	26
13.	TERMINATION.....	27
14.	INDEMNITIES .....	29
15.	REPRESENTATIONS AND WARRANTIES .....	29
16.	DISPUTE RESOLUTION .....	35
17.	FORCE MAJEURE.....	36
18.	GUARANTEE AND INDEMNITY .....	38
19.	CONFIDENTIALITY .....	39
20.	ANTI-BRIBERY AND ANTI-CORRUPTION .....	41
21.	SANCTIONS.....	42
22.	NOTICES.....	42
23.	GENERAL TERMS.....	44
	ANNEXURE 1 – JOINT VENTURE PRINCIPLES & DILUTION ROYALTY PRINCIPLES .....	47
	ANNEXURE 2 – MINING CLAIMS (WITH MAP).....	68
	ANNEXURE 3 – TALAPOOSA MINING CLAIMS.....	75
	ANNEXURE 4 - PROCESS TO DETERMINE FAIR VALUE.....	86
	ANNEXURE 5 - FORM OF NEWCREST DEED OF ASSIGNMENT.....	87
	ANNEXURE 6 - FORM OF MEMORANDUM.....	91
	ANNEXURE 7 – ACCOUNTING PROCEDURE .....	98

# Farm-in Agreement

<b>Date</b>	27 September 2022
<b>Parties</b>	<ol style="list-style-type: none"><li>1. <b>NEWCREST RESOURCES INC.</b>, a company duly incorporated and existing under the laws of Delaware, USA and having its registered office at 7600 E. Orchard Road, Suite 2605, Greenwood Village, Colorado 80111, USA (<b>Newcrest</b>).</li><li>2. <b>GUNPOINT EXPLORATION LTD.</b>, a company duly incorporated and existing under the laws of British Columbia, Canada and having its registered office at Suite 201 – 1512 Yew Street, Vancouver, British Columbia V6K 3E4, Canada (<b>Gunpoint</b>).</li><li>3. <b>AMERICAN GOLD CAPITAL US INC.</b>, a company duly incorporated and existing under the laws of the State of Nevada, United States of America and having its registered office at Suite 201 – 1512 Yew Street, Vancouver, British Columbia V6K 3E4, Canada (<b>AGC</b>).</li></ol>
<b>Recitals</b>	<ol style="list-style-type: none"><li>A. AGC is the 100% legal and beneficial holder of the AGC Mining Claims and the exclusive leasehold owner of the Leased Assets, which in each case include rights to the Minerals, being the Appaloosa Project located in Nevada, USA, as more fully described in Annexure 2.</li><li>B. AGC is a wholly-owned subsidiary of Gunpoint.</li><li>C. Gunpoint agrees to guarantee the performance of the obligations of AGC to Newcrest under this Agreement.</li><li>D. Newcrest, AGC and Gunpoint enter into this Agreement to record the terms on which the Parties have agreed that Newcrest or its nominee may farm-in to the Mining Claims.</li></ol>

## IT IS AGREED:

### 1. INTERPRETATION

---

#### 1.1 Definitions

The following definitions apply in this Agreement.

**Affected Party** has the meaning given to it in clause 17.2.

**Affiliate** in reference to a Party, means any person that directly or indirectly controls, is controlled by, or is under common control with, such Party.

**AGC Mining Claims** means each of the mining claims identified in Annexure 2 as being held in the name of AGC, and any mining claim or title applied for or granted as a renewal or extension or in substitution of any of those mining claims or title.

**Allowable Expenditure** means all direct costs, outlays, expenditures, expenses, obligations and liabilities of whatever kind or nature reasonably and properly spent or incurred by or on behalf of the Manager after the Effective Date in carrying out Operations, including all costs and expenses incurred and monies expended to maintain the Mining Claims in good standing under Applicable Law and the terms of the Mining Claims (including related to royalties, taxes that are not refundable to the Manager, fees and rents), if incurred by Newcrest or reimbursed by Newcrest to AGC or Gunpoint. It shall include the costs of any employee of the Manager or its Affiliates seconded to or whose role is dedicated to carrying out or supporting Operations on behalf of the Manager, but shall exclude general corporate overhead costs which are intended to be compensated with the Management Fee.

**Anti-bribery Laws** means all applicable laws relating to anti-bribery, anti-corruption and anti-money laundering laws including the Australian Criminal Code Act 1995 (Cth), the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and the Canada Corruption of Foreign Public Officials Act.

**Applicable Law** or **Applicable Laws** means all applicable federal, provincial, territorial, state, regional and local laws (statutory or common), rules, ordinances (including zoning and mineral removal ordinances), regulations, grants, concessions, franchises, licences, orders, directives, court judgments, decrees, and other governmental restrictions, including permits and other similar requirements, whether legislative, municipal, administrative or judicial in nature (including any applicable securities laws or regulations, and any applicable rules of any stock exchange, imposing disclosure requirements, and including, for greater certainty, Anti-bribery Laws and Environmental Laws).

**Arbitration Rules** has the meaning given to it in clause 16.4(a).

**Assign** includes to sell, assign, farm-in, farm-out, transfer, sub-lease, make a gift of, declare a trust over, or in any other way dispose of or otherwise deal in whole or in part (and includes any transaction or arrangement to achieve the same economic effect of any of those actions), but does not include to Encumber.

**Associated Person** means any person who performs services for or on behalf of Gunpoint or AGC or any of their Affiliates in connection with the subject matter of this Agreement.

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Reno, Nevada, Denver, Colorado, Melbourne, Victoria and Vancouver, British Columbia, but excludes any days from and including 27 to 31 December.

**Claim** means, in relation to a person, any claim, cause of action, proceeding, liability, suit or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

**Commencement of Commercial Production** means the earlier of:

- (a) if a plant is located on the Mining Claims, the commencement of the first period of 30 out of 40 consecutive days during which Minerals have been produced from such plant at an average rate of not less than 75% of the initial rated capacity of such plant set out in the definitive feasibility study for the Mining Claims; or
- (b) the first day on which Minerals have been shipped from the Mining Claims for the purposes of earning revenues, other than bulk sampling or milling for the purpose of testing or milling by a pilot plant.

**Committed Amount Obligation** has the meaning given in clause 2.2(c).

**Confidential Information** has the meaning given to it in clause 18.1.

**Contracts** means any agreement, contract, lease, licence, option, indenture, mortgage, deed of trust, debenture, note or other instrument, arrangement, understanding or commitment, whether written or oral relating to any of the Mining Claims, including the Leases.

**control** when used to describe a relationship between one person and any other person, has the following meanings:

- (a) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
- (b) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided and which are entitled to vote on any matter are beneficially owned by that person and the person is generally able to direct the business and affairs of the entity;
- (c) any general partner of a limited partnership controls the limited partnership;
- (d) a person who controls an entity is deemed to control any entity that directly or indirectly is controlled, or deemed to be controlled, by the entity; and
- (e) a person is deemed to beneficially own, for the purposes of subparagraphs (c) or (d):
  - (i) any securities of the entity that are beneficially owned by that person; and
  - (ii) any securities of the entity that are beneficially owned by any entity directly or indirectly controlled by that person,

and the terms **controls** and **controlled** have corresponding meanings.

**Delay Event** means an event or cause beyond the reasonable control of Newcrest which prevents Newcrest from, or delays it in, performing its obligations under this Agreement. Each of the following events shall be deemed to be a Delay Event, to the extent that it satisfies the requirements of the preceding sentence:

- (1) a Force Majeure Event; and
- (2) any failure by AGC or Gunpoint to comply with this Agreement.

**Development Phase** means the period commencing on the date that the first decision to mine is made in respect of the Mining Claims and ending on the date of Commencement of Commercial Production.

**Dispute** has the meaning given to it in clause 16.1(a).

**Dispute Notice** has the meaning given to it in clause 16.1(b).

**Due Diligence Material** means the Mining Information and any document or materials provided by or on behalf of Gunpoint or AGC to Newcrest or its Affiliates or advisers in connection with the Project Assets before the date of this Agreement.

**Effective Date** means the date of this Agreement.

**Encumbrance** means:

- (a) an easement, restrictive covenant, caveat or similar restriction over property;
- (b) any mortgage, pledge, lien or charge or any third party interest (for example, a trust or an equity or a royalty (profit or otherwise) payable to any person);
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property;
- (d) any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, any interest in, or the right to use or occupy, property or assets; and
- (e) an agreement to create any of the above or to allow any of the above to exist,

and **Encumber** has a corresponding meaning.

**Environmental Laws** means all Applicable Laws relating to the protection of the environment, including with respect to air, soil, surface water, ground water, biota, wildlife or personal or real property, or to employee and public health and safety, and includes those laws that regulate, ascribe, provide for or pertain to liabilities or obligations in relation to the existence, use, production, manufacture, processing, distribution, transport, handling, storage, removal, treatment, disposal, emission, discharge, migration, seepage, leakage, spillage or release of Substances or the construction, alteration, use or operation, reclamation or restoration, demolition or decommissioning of any facilities or other real or personal property.

**Establishment Date** has the meaning given to it in clause 4.3(c).

**Expenditure** means Allowable Expenditure and the Management Fee.

**Expert** means a person independent of the Parties who is suitably qualified and experienced (depending on the area of expertise relevant to a dispute), with a minimum 10 years' experience in the mining industry in North America and capable of making an expert determination under this Agreement:

- (a) who is appointed by the agreement of the relevant Parties referring a matter to an Expert for resolution under this Agreement; or
- (b) in the absence of agreement of such Parties within 5 Business Days of any Party calling for the appointment of an Expert, who is appointed by the International Chamber of Commerce in accordance with the Rules for the Appointment of Experts and Neutrals of the International Chamber of Commerce, provided that such Expert shall be independent of each of the Parties and their Affiliates (including not having acted in a material capacity for, been employed by or having provided any services to, any Party or its Affiliates for at least one year prior to the date of appointment of such Expert).

**Exploration Phase** means the period commencing on the Effective Date and ending on the date on which the first positive decision to mine is made in respect of the Mining Claims.

**Exploration Program** has the meaning given in clause 6.

**Fair Value** means, in respect of the fair value of anything contemplated in this Agreement, the fair value thereof agreed, from time to time, between the Parties or Participants (as applicable) or, failing

agreement between them, the valuation of the fair value of such thing as made in accordance with Annexure 4.

**Farm-in Interest or Participating Interest** means the percentage interest representing the undivided legal and beneficial ownership interest of a Party in the Project Assets, and its corresponding share of all other rights and obligations arising under this Agreement or the Joint Venture Agreement (as applicable), as such interest may, from time to time, be adjusted under this Agreement or the Joint Venture Agreement (as applicable).

**Farm-in Notice** has the meaning given to it in clause 2.2(b).

**Farm-in Option** has the meaning given to it in clause 2.2(b).

**Farm-in Period** means the period commencing on the date on which Newcrest or its nominated Affiliate exercises the Farm-in Option in accordance with clause 2.2(b) and ending on the earlier of the date that Newcrest acquires the Stage 3 Interest, or termination occurs in accordance with this Agreement.

**Farm-in Requirements** means the 'Stage 1 Requirements' under clause 3.1(a)(i), the 'Stage 2 Requirements' under clause 3.1(a)(ii) and the 'Stage 3 Requirement' under clause 3.1(a)(iii).

**Farm-in Stage** means the 'Stage 1 Farm-in' under clause 3.1(a)(i), the 'Stage 2 Farm-in' under clause 3.1(a)(ii) and the 'Stage 3 Farm-in' under clause 3.1(a)(iii).

**Force Majeure Event** has the meaning given in clause 17.1.

**Government Agency** means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial entity or authority including a statutory corporation; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

**Investigation Phase** has the meaning given in clause 2.1(a).

**Joint Venture** means the joint venture to be established in relation to the Project Assets pursuant to clause 4.

**Joint Venture Agreement** means a joint venture agreement to be entered into by Gunpoint (or, if applicable, its nominated Affiliate) and Newcrest (or, if applicable, Newcrest's nominated Affiliate) and, if applicable the Joint Venture Vehicle, based on the Joint Venture Principles. If a limited liability company is used as the Joint Venture Vehicle, the Joint Venture Agreement shall be a limited liability company agreement.

**Joint Venture Principles** means the joint venture principles set out in Part A of Annexure 1.

**Joint Venture Vehicle** has the meaning given in clause 4.2.

**JV Closing** has the meaning given in clause 4.3(b).

**JV Closing Date** has the meaning given in clause 4.3(b).

**JV Formation Date** means the earlier of the JV Closing Date and the Establishment Date.

**Leased Assets** means each of the mining claims and title identified in Annexure 2 as being held in the name of an entity other than AGC, and any mining claim or title applied for or granted as a renewal or extension or in substitution of any of those mining claims or titles.

**Leases** means the following agreements:

- (a) Mining Lease with Option to Purchase by and between Sario Livestock Company, as lessor, and Athena Gold Incorporated, as lessee, dated September 11, 1989, covering Sections 27, 29 and 33 of Township 19 North, Range 24 East, M.D.M., as amended by an amendment dated September 11, 1989, a Second Amendment of Mining Lease with Option to Purchase by and between Sario Livestock Company and Talapoosa Mining, Inc. dated March 30, 1998, a Third Amendment of Mining Lease dated January 20, 2000, the Estoppel Certificate and Agreement by and between Sario Livestock Company and American Gold Capital US Inc. dated July 13, 2010, and the Fourth Amendment to Mining Lease with Option to Purchase Agreement dated effective October 6, 2020 between Carmen Ferch, Trustee of the Carmen Ferch Trust as Owner and American Gold Capital US Inc as Lessee (the **Ferch Trust Lease**);
- (b) Mining Lease with Option to Purchase by and between Sario Livestock Company, as lessor, and Talapoosa Mining, Inc., as lessee, dated June 2, 1997, covering Section 35, Township 19 North, Range 24 East, M.D.M., as amended by a First Amendment of Mining Lease with Option to Purchase by and between Sario Livestock Company and Talapoosa Mining, Inc. dated March 30, 1998, that certain Second Amendment of Mining Lease with Option to Purchase by and between Sario Livestock Company and Talapoosa Mining, Inc., that certain Third Amendment of Mining Lease with Option to Purchase by and between Sario Livestock Company and American Gold Capital US Inc. dated May 25, 2017, and that certain Fourth Amendment to Mining Lease with Option to Purchase Agreement dated effective June 2, 2020 between Renee Presto, Trustee of the Renee Presto Revocable Trust as Owner and American Gold Capital US Inc as Lessee; (the **Presto Trust Lease**);
- (c) Mining Lease and Option to Purchase Agreement by and between Nevada Bighorns Unlimited Foundation, a lessor, and American Gold Capital US Inc., as lessee dated June 21, 2011, covering Sections 21 and 23, Township 19 North, Range 24 East, MDB&M, as amended, as evidenced by that certain Memorandum of Mining Lease and Option Agreement dated effective June 21, 2011, and recorded in the records of Lyon County, Nevada, as Document No. 481613 as transferred by Assignment of Lease dated November 14, 2019 to Norman Tri II LLC and recorded in the records of Lyon County Nevada as Document No. 606181; (the **Norman Tri II LLC Lease**); and
- (d) Mining Lease Agreement by and between Alexander von Hafften, Sebelle Harden von Hafften and Athena Gold Incorporated dated July 19, 1990, as amended by that certain First Amendment of Mining Lease Agreement by and among the Estate of Alexander von Hafften, the Estate of Sebelle Harden von Hafften, (AVH) and Talapoosa Mining, Inc. dated August 25, 1998, as amended by that certain Second Amendment to Lease effective July 12, 2010, by and between Sierra Denali Minerals Inc. and American Gold Capital US Inc and as amended by the Third Amendment of Mining Lease dated January 1, 2021, (the **Sierra Denali Minerals Lease**).

**Loss** includes any loss, damage, liability, cost or expense, however it arises and whether it is present or future, fixed or unascertained, actual or contingent (including interest, court costs and reasonable fees and expenses of lawyers, accountants and other experts and professionals).

**Management Fee** means;

- (a) with respect to the Exploration Phase, a fee of 10% of Allowable Expenditure, calculated and applied quarterly in arrears;
- (b) with respect to the Development Phase, a fee of 5% of Allowable Expenditure, calculated and applied quarterly in arrears; and
- (c) with respect to the Production Phase, a fee of 2.5% of Allowable Expenditure, calculated and applied quarterly in arrears.

**Manager** means the person appointed pursuant to clause 7.1, but does not include a reference to that party in any capacity other than as Manager unless otherwise provided.

**Memorandum** has the meaning given in clause 5.

**Mineral Rights** means mineral rights in fee lands and patented and unpatented mining claims and leases of the foregoing, prospecting licenses and other forms of tenure or other rights to Minerals or to work upon land for the purpose of searching for, developing or extracting Minerals under any form of title recognized under Applicable Laws, whether contractual, statutory or otherwise, or any interest therein.

**Minerals** means any and all ores and minerals, precious and base, metallic and non-metallic (and concentrates derived therefrom), in, on or under the Mining Claims which may lawfully be explored for, mined and sold.

**Minimum Commitment** means a minimum of \$2,000,000 of Expenditure to be incurred by Newcrest.

**Mining Claims** means the unpatented mining claims and titles for the Appaloosa Project identified in Annexure 2, including the Leased Assets, and, to the extent relating to the Leased Assets, the Leases and the fee minerals subject to the Leases, and any mining claim or mining leases applied for or granted in renewal or extension or in substitution of any of those mining claims or mining leases.

**Mining Information** means information in connection with the Mining Claims or part or all of the area comprising the Mining Claims which is owned by or in the control or possession of Gunpoint, AGC or any of their respective Affiliates (or which is developed, acquired or created by the Manager after the date of this Agreement), including the results of geophysical test work, hydrogeological investigations and digital records of drilling and sampling conducted on the Mining Claims.

**Newcrest Deed and Assignment** means a deed and assignment substantially in the form attached as Annexure 5 effecting the transfer of the Stage 1 Interest, the Stage 2 Interest or the Stage 3 Interest, as applicable, to Newcrest (or Newcrest's nominated Affiliate).

**Non-Manager** has the meaning given to it in clause 7.1(a).

**Operations** includes every kind of work done on or in respect of the Project Assets or the products from the Project Assets, whether done on or off-site, and, without limiting the generality of the foregoing, includes the work of prospecting, exploration, assessment, geophysical, geochemical and geological surveys, assays, studies and mapping, investigating, drilling, designing, examining, equipping, improving, surveying, shaft sinking, raising, cross-cutting and drifting, searching for, digging, trucking, sampling, working, mining and procuring Minerals in connection with the Project Assets, surveying and applying for and obtaining the grant of Mineral Rights in respect of the Mining Claims, and doing all other work usually considered to be prospecting, exploration, development and/or mining work.

**Option Phase** has the meaning given to it in clause 2.2(a).

**Option Phase Notice** has the meaning given to it in clause 2.1(c).

**Option Phase Option** has the meaning given to it in clause 2.1(a)(ii).

**Option Phase Payment** has the meaning given to it in clause 2.1(d).

**Permitted Encumbrance** means: (a) mechanic's, materialmen's or similar Encumbrances if payment of the secured obligation is not yet overdue or being contested in good faith by appropriate proceedings; (b) Encumbrances for taxes, assessments, obligations under workers' compensation or other social welfare legislation or other requirements, charges or levies of any Government Agency, in each case not yet overdue or being contested in good faith by appropriate proceedings, (c) easements, servitudes, rights-of-way and other rights, exceptions, reservations, conditions, limitations, covenants and other restrictions that will not materially interfere with, materially impair or materially impede operations on the Project Assets or the value or use of the Project Assets, (d) Encumbrances consisting of (i) rights reserved to or vested in any Government Agency to control or regulate the Project Assets, (ii) obligations or duties to any Government Agency with respect to any permits and the rights reserved or vested in any Government Agency to terminate any such permits or to condemn or expropriate any property, and (iii) zoning or other land use or Environmental Laws of any Government Agency, (e) Encumbrances arising under this Agreement and the Joint Venture Agreement and (f) the royalties and other payments payable under the Leases.

**Production Phase** means the period commencing on and from the Commencement of Commercial Production on the Mining Claims.

**Project Assets** means:

- (a) the Mining Claims;
- (b) the Mining Information;
- (c) any land access or concession agreements in relation to the area covered by the Mining Claims;
- (d) the Contracts; and
- (e) any associated assets (including licences, authorisations, real property, plant, supplies, equipment, contracts and intellectual property developed, acquired or created in respect of the Mining Claims, or any project on the Mining Claims, or the Operations).

**Public Official** means any person qualifying as a public official or a foreign public official under the laws of the United States, Canada, Australia or any other Anti-bribery Laws, including but not limited to: (a) a person holding an official position, such as an employee, officer, or director, with any Government Agency, including a state-owned-or-controlled enterprise; (b) any individual "acting in an official capacity", such as a delegation of authority, from a Government Agency to carry out official responsibilities, including with respect to a specific project assignment; or (c) an official of a Public International Organization such as the United Nations, the World Bank, the International Monetary Fund, or regional development banks, such as the Inter-American Development Bank.

**Reduced Interest** has the meaning given to it in clause 3.1(e).

**Representative** means, with respect to any person, any director, officer, manager, employee, consultant, contractor or agent of that person.

**Sanctions Laws and Regulations** means any law, rules, regulations, sanctions or measures promulgated, imposed, administered or enforced by the Office of Foreign Assets Control of the U.S. Department of Treasury, the U.S. State Department or any other agency of the U.S. Government, Her Majesty's Treasury, the European Union, the United Nations, the Government of Canada, the Australian Department of Foreign Affairs and Trade, the Government of Singapore or any other relevant sanctions authority.

**Sanctions Target** means:

- (a) any individual, entity or vessel on any list of restricted individuals, entities and/or organizations published by the Office of Foreign Assets Control of the U.S. Treasury Department, Her Majesty's Treasury, the European Union, the United Nations, the Government of Canada, the Australian Department of Foreign Affairs and Trade, the Government of Singapore or any other relevant sanctions authority; and
- (b) any other individual, entity or vessel that, because of its, his or her location, residency, domicile, nationality, place of incorporation, ownership or activities, is targeted under or the subject of any of the Sanctions Laws and Regulations.

**Stage 1 Acquisition Notice** has the meaning given to it in clause 3.2(a).

**Stage 1 Interest** has the meaning given to it in clause 3.1(a)(i).

**Stage 1 Payment** has the meaning given to it in clause 2.2(b).

**Stage 1 Phase** has the meaning given to it in clause 3.1(a)(i).

**Stage 1 Requirements** has the meaning given to it in clause 3.1(a)(i).

**Stage 2 Acquisition Notice** has the meaning given to it in clause 3.2(b).

**Stage 2 Interest** has the meaning given to it in clause 3.1(a)(ii).

**Stage 2 Notice** has the meaning given to it in clause 3.1(b).

**Stage 2 Phase** has the meaning given to it in clause 3.1(a)(ii).

**Stage 2 Requirements** has the meaning given to it in clause 3.1(a)(ii).

**Stage 2 Yearly Expenditure Requirements** has the meaning given to it in clause 3.1(a)(ii).

**Stage 3 Acquisition Notice** has the meaning given to it in clause 3.2(c).

**Stage 3 Interest** has the meaning given to it in clause 3.1(a)(iii).

**Stage 3 Notice** has the meaning given to it in clause 3.1(d).

**Stage 3 Phase** has the meaning given to it in clause 3.1(a)(iii).

**Stage 3 Requirement** has the meaning given to it in clause 3.1(a)(iii).

**Stream Equivalent Interest** means:

- (a) the payment of any consideration measured, quantified or calculated based on, in whole or in part, any Minerals; or
- (b) the sale of any Minerals,

pursuant to a streaming transaction, royalty transaction or similar transaction, the primary purpose of which is to provide a right to participate in Minerals or their values (or to receive minerals from elsewhere but calculated with reference to Minerals or their values) in exchange for upfront payment. It excludes ordinary course offtake agreements to the extent that Participants are entitled under the Joint Venture Agreement to take their share of production in kind or purchase their share of production (as the case may be) and the Manager is not acting as marketing agent to market and sell all production of the Joint Venture.

**Substance** means any contaminant, pollutant or hazardous substance that is likely to cause harm or degradation to the environment or risk to human health or safety, including any pollutant, contaminant, waste, hazardous waste, toxic substance or dangerous good which is defined or identified in any Environmental Law.

**Talapoosa Project** means Gunpoint's Talapoosa Project comprised of the Talapoosa Mining Claims.

**Talapoosa Mining Claims** means the mining claims for the Talapoosa Project identified in Annexure 3 and any mining claim, mining lease or other title applied for or granted as a renewal or extension or in substitution of any of those mining claims or mining leases.

**Technical Committee** has the meaning given to it in clause 8.

**Technical Standard** means the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves prepared by the Joint Ore Reserves Committee of the Australasian Institute of Mining and Metallurgy, Australian Institute of Geoscientists and Minerals Council of Australia or the National Instrument 43-101 – *Standards of Disclosure for Mineral Projects of the Canadian Securities Administrators*.

**Withdrawal Event** has the meaning given to it in clause 3.1(e).

**Year** means the period from July 1 of each calendar year and ending on the date that is June 30 of the following calendar year.

## 1.2 Interpretation

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

- (a) The singular includes the plural, and the converse also applies.
- (b) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (c) A reference to:
  - (i) a **Party** means a party to this Agreement and includes the Party's successors, permitted substitutes and permitted assigns (and, where applicable, the Party's legal personal representatives);
  - (ii) a **person** includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;

- (iii) an **agreement** includes any undertaking, this Agreement and any legally enforceable arrangement, whether or not in writing;
  - (iv) an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document;
  - (v) a clause or Annexure is a reference to a clause or Annexure of this Agreement;
  - (vi) an Act, legislation or to a provision of an Act or legislation includes a modification or re enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
  - (vii) conduct includes an omission, statement or undertaking, whether or not in writing; and
  - (viii) writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (d) Mentioning anything after **includes, including, for example**, or similar expressions, does not limit what else might be included.
  - (e) 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.
  - (f) A reference to \$ is to the lawful currency of the United States of America.

### 1.3 **Business Days**

If the day on or by which a person must do something under this Agreement is not a Business Day the person must do it on or by the next Business Day.

### 1.4 **Multiple parties**

If a term is used in this Agreement to refer to more than one Party then, unless specified in this Agreement:

- (a) a right of those Parties is held by each of them severally;
- (b) an obligation of those Parties is several; and
- (c) any other reference to that term is a reference to each of those Parties separately, so that (for example) a representation, warranty or undertaking relates to each of them separately.

### 1.5 **Knowledge**

Where any representation, warranty or other provision contained in this Agreement is expressly qualified by reference to the knowledge of a Party, such Party confirms that it has made due and diligent inquiry of such Persons (including appropriate officers of such Party) as to the matters that are the subject of such representation, warranty or other provision.

## 2. INVESTIGATION PHASE & OPTION PHASE

---

### 2.1 Investigation Phase

- (a) For the period commencing on the Effective Date and ending on January 21, 2023 (**Investigation Phase**), Newcrest:
  - (i) is entitled to conduct certain activities, including soil sampling and other studies on the Mining Claims; and
  - (ii) shall have the option to enter in the Option Phase (the **Option Phase Option**).
- (b) Newcrest may, at any time prior to the expiry of the Investigation Phase, by written notice to Gunpoint (the **Option Phase Notice**), elect to exercise the Option Phase Option and proceed to the Option Phase.
- (c) If Newcrest notifies Gunpoint, pursuant to an Option Phase Notice, that it wishes to proceed to the Option Phase pursuant to clause 2.1(b), Newcrest must make a cash payment of US\$750,000 (the **Option Phase Payment**) to Gunpoint within 10 Business Days of the delivery of the Option Phase Notice.
- (d) If Newcrest notifies Gunpoint, pursuant to an Option Phase Notice, that it wishes to proceed to the Option Phase pursuant to clause 2.1(b) and pays the Option Phase Payment in accordance with clause 2.1(c), then Newcrest shall be deemed to have exercised the Option Phase Option.
- (e) If Newcrest:
  - (i) notifies Gunpoint, pursuant to an Option Phase Notice, that it does not wish to proceed to the Option Phase;
  - (ii) fails to provide an Option Phase Notice in accordance with clause 2.1(b); or
  - (iii) fails to pay the Option Phase Payment in accordance with clause 2.1(c);then Newcrest shall be deemed to have elected to terminate this Agreement without any liability to it, AGC or to Gunpoint and clause 13(b) will apply.

### 2.2 Option Phase

- (a) If Newcrest exercises the Option Phase Option then subject to clauses 2.4 and 17, Newcrest must fund the Minimum Commitment during the 18 month period commencing on the Effective Date (the **Option Phase**).
- (b) If Newcrest has satisfied the Minimum Commitment within the Option Phase, Newcrest may, at any time prior to the expiry of the Option Phase, by written notice to Gunpoint (the **Farm-in Notice**), elect to proceed to the Farm-in Period (the **Farm-in Option**). If Newcrest notifies Gunpoint, pursuant to a Farm-in Notice, that it wishes to proceed to the Farm-in Period pursuant to this clause 2.2(b), Newcrest must make a cash payment of US\$1,500,000 (the **Stage 1 Payment**) to Gunpoint within 10 Business Days of the delivery of the Farm-in Notice. If Newcrest, notifies Gunpoint pursuant to a Farm-in Notice that it wishes to proceed to the Farm-in Period and pays the Stage 1 Payment to Gunpoint within 10 Business Days of delivery of the Farm-in Notice, Newcrest will be deemed to have exercised the Farm-in Option.

(c) If Newcrest fails to satisfy the Minimum Commitment within the Option Phase, then regardless of whether Newcrest exercises the Farm-in Option, Newcrest must pay to Gunpoint the sum equivalent to the Minimum Commitment less the sum of the Expenditure incurred by Newcrest as at the expiry of the Option Phase into a bank account nominated by Gunpoint within 10 Business days after the expiry of the Option Phase (the **Committed Amount Obligation**).

(d) If Newcrest:

- (i) fails to satisfy the Minimum Commitment on or before the end of the Option Phase;
- (ii) notifies Gunpoint, pursuant to a Farm-in Notice, that it does not wish to proceed to the Farm-in Period;
- (iii) fails to provide a Farm-in Notice in accordance with clause 2.2(b); or
- (iv) fails to pay the Stage 1 Phase Payment in accordance with clause 2.2(b),

then Newcrest shall be deemed to have elected to terminate this Agreement without any liability to Newcrest (except for the Committed Amount Obligation), AGC or Gunpoint and clause 13(b) will apply.

### 2.3 **Expenditure in excess of Minimum Commitment**

If Newcrest or its nominated Affiliate exercises the Farm-in Option in accordance with clauses 2.2(b) and Newcrest has incurred Expenditure in excess of the Minimum Commitment, any such excess Expenditure will be credited towards the Stage 1 Requirements under clause 3.

### 2.4 **Delay Event**

If a Delay Event occurs Newcrest may elect to extend the Option Period by any period during which such Delay Event prevents Newcrest from carrying out activities or incurring or funding the Expenditure contemplated in this clause 2.

### 2.5 **Early Termination**

Newcrest may (by written notice to Gunpoint) elect to terminate this Agreement without any liability to Newcrest, AGC or Gunpoint and no longer incur any Expenditure comprising the Minimum Commitment and in that case:

- (a) if Newcrest has not yet satisfied the Minimum Commitment, within 10 Business Days after the date of the termination notice provided by Newcrest, Newcrest must pay to Gunpoint the sum equivalent to the Minimum Commitment less the sum of the Expenditure incurred by Newcrest as at the date of the notice (if any) into a bank account nominated by Gunpoint; and
- (b) clause 13(b) applies.

### 2.6 **Tax partnership**

Following the date on which Newcrest or its nominated Affiliate exercises the Farm-in Option in accordance with clauses 2.2(b), the Parties will negotiate in good faith to agree the terms of, and execute a tax partnership agreement, in a form and on terms which are acceptable to the Parties, taking into account relevant legal and tax considerations.

### 3. NEWCREST FARM-IN

---

#### 3.1 Farm-in

- (a) Subject to clauses 3.3, 10.1 and 17, and to Newcrest's rights under clause 13(a), Newcrest will have the right but not the obligation for it or, subject to clause 12.3, its nominee Affiliate to acquire up to a 75% Farm-in Interest in accordance with the staged farm-in procedure set out in this clause 3 free of all Encumbrances other than the Permitted Encumbrances as follows:
- (i) **(Stage 1 Phase)** if Newcrest (and/or its Affiliate) incurs or funds \$12,000,000 by way of Expenditure (inclusive of the Minimum Commitment) in relation to the Mining Claims (the **Stage 1 Requirements**) within a period of 36 months from the Effective Date (the **Stage 1 Phase**), Newcrest will have the right but not the obligation, for it or its nominee Affiliate to acquire a 51% Farm-in Interest (the **Stage 1 Interest**) for no additional consideration, which right may be exercised by Newcrest in accordance with clause 3.2;
  - (ii) **(Stage 2 Phase)** if Newcrest (and/or its Affiliate) incurs or funds an additional \$23,000,000 by way of Expenditure in relation to the Mining Claims (the **Stage 2 Requirements**) within a period of 36 months from the date Newcrest notifies Gunpoint, pursuant to a Stage 2 Notice, that it wishes to proceed to the Stage 2 Phase (the **Stage 2 Phase**), Newcrest will have the right but not the obligation, for it or its nominee Affiliate to acquire an additional 14% Farm-in Interest (the **Stage 2 Interest**) for no additional consideration, which right may be exercised by Newcrest in accordance with clause 3.2. Until the Stage 2 Phase Requirements have been incurred, Newcrest is required to spend a minimum of \$5,000,000 by way of Expenditures per year during the Stage 2 Phase (**Stage 2 Yearly Expenditure Requirements**), with any excess spend in any year being credited against the Stage 2 Yearly Expenditure Requirements in subsequent years in the Stage 2 Phase; and
  - (iii) **(Stage 3 Phase)** if Newcrest (and/or its Affiliate) funds all Expenditure in relation to the Mining Claims to produce an indicated mineral resource estimate compliant with the Technical Standard of at least 1Moz gold and verified by an independent third party selected by Newcrest and reasonably acceptable to Gunpoint (the **Stage 3 Requirement**) within a period of 24 months from the date Newcrest notifies Gunpoint, pursuant to a Stage 3 Notice, that it wishes to proceed to the Stage 3 Phase (the **Stage 3 Phase**), Newcrest will have the right but not the obligation, for it or its nominee Affiliate to acquire an additional 10% Farm-in Interest (the **Stage 3 Interest**) for no additional consideration, which right may be exercised by Newcrest in accordance with clause 3.2
- (b) If Newcrest satisfies the Stage 1 Requirements on or before the end of the Stage 1 Phase, then within 10 Business Days after the end of the Stage 1 Phase, Newcrest may, by written notice to Gunpoint (the **Stage 2 Notice**), indicate whether or not it intends to proceed to the Stage 2 Phase. If Newcrest delivers the Stage 2 Notice, Newcrest must, within a period of 10 Business Days after the delivery of the Stage 2 Notice, make a cash payment of \$1,000,000 (the **Stage 2 Payment**) to Gunpoint. If Newcrest:
- (i) notifies Gunpoint, pursuant to a Stage 2 Notice, that it does not wish to proceed to the Stage 2 Phase;
  - (ii) fails to provide a Stage 2 Notice within 10 Business Days after the end of the Stage 1 Period; or

- (iii) fails to pay the Stage 2 Payment within 10 Business Days of delivery of the Stage 2 Notice,

then Newcrest shall be deemed to have withdrawn from the Stage 2 Requirements and its rights under clause 3.1(a)(ii) will cease to apply, provided that Newcrest shall, subject to Newcrest having given Gunpoint a notice pursuant to clause 3.2(a) in respect of the Stage 1 Interest, retain the Stage 1 Interest.

- (c) If Newcrest:

- (i) fails to satisfy the Stage 1 Requirements on or before the end of the Stage 1 Phase; or
- (ii) elects to withdraw from the Stage 1 Requirements at any time during the Stage 1 Phase,

then (x) Newcrest shall not acquire the Stage 1 Interest, and (y) Newcrest shall be deemed to have elected to terminate this Agreement without any liability to Newcrest, AGC or to Gunpoint and clause 13(b) will apply.

- (d) If Newcrest satisfies the Stage 2 Requirements on or before the end of the Stage 2 Phase, then within 10 Business Days after the end of the Stage 2 Phase, Newcrest may, by written notice to Gunpoint (the **Stage 3 Notice**), indicate whether or not it intends to proceed to the Stage 3 Phase. If Newcrest delivers the Stage 3 Notice, Newcrest must, within a period of 10 Business Days after the delivery of the Stage 3 Notice, make a cash payment of \$1,500,000 (the **Stage 3 Payment**) to Gunpoint. If Newcrest:

- (i) notifies Gunpoint, pursuant to a Stage 3 Notice, that it does not wish to proceed to the Stage 3 Phase;
- (ii) fails to provide a Stage 3 Notice within 10 Business Days after the end of the Stage 2 Phase; or
- (iii) fails to pay the Stage 3 Payment within 10 Business Days of delivery of the Stage 3 Notice,

then Newcrest shall be deemed to have withdrawn from the Stage 3 Requirements and Newcrest's rights under clause 3.1(a)(iii) will cease to apply, provided that Newcrest shall, subject to Newcrest having given Gunpoint a notice pursuant to clause 3.2(b) in respect of the Stage 2 Interest, retain the Stage 2 Interest.

- (e) If Newcrest proceeds to the Stage 2 Phase, but:

- (i) fails to satisfy the Stage 2 Requirements on or before the end of the Stage 2 Phase;
- (ii) fails to satisfy any of the Stage 2 Yearly Expenditure Requirements;
- (iii) fails to pay the Stage 3 Payment within 10 Business Days of delivery of the Stage 3 Notice; or
- (iv) elects to withdraw from the Stage 2 Requirements at any time during the Stage 2 Phase,

(each, a **Withdrawal Event**) then Newcrest shall transfer an undivided 2% Farm-in Interest to Gunpoint for no consideration (resulting in Newcrest holding a 49% Farm-in Interest) (the

**Reduced Interest**) in a manner that is most tax effective and tax neutral for both Parties and Gunpoint shall be entitled to purchase all, but not less than all, of the Reduced Interest for the Fair Value of such Reduced Interest (the **Reduced Interest Acquisition**) by delivering notice to Newcrest (the **Reduced Interest Notice**) no later than 30 days from the date on which Gunpoint first becomes aware of the Withdrawal Event. The Parties will negotiate in good faith the Fair Value of the Reduced Interest. If the Parties fail to agree on the Fair Value of the Reduced Interest after a period of 60 days has elapsed from the delivery of the Reduced Interest Notice, such matter shall be determined in accordance with the process set out in Annexure 4. The Reduced Interest Acquisition shall include the execution and delivery of a mutually satisfactory purchase and sale agreement which shall include, among other things, a special warranty of title. Completion of the purchase of the Reduced Interest shall take place within 30 Business Days of the determination of the Fair Value thereof, following which this Agreement will be terminated without any liability to Newcrest, AGC or to Gunpoint and clause 13(b) will apply.

(f) If Newcrest satisfies the Stage 3 Phase Delivery Requirement on or before the end of the Stage 3 Phase, then for a period of 120 days after the acquisition of the Stage 3 Interest in accordance with 4.5 below (the **Purchase Option Period**), Newcrest may elect by written notice to Gunpoint (the **Purchase Option Notice**) to purchase Gunpoint's remaining 25% Farm-in Interest (the **Purchase Option Acquisition**). The Parties will negotiate in good faith the Fair Value of Gunpoint's 25% Farm-in Interest. If the Parties fail to agree on the Fair Value of Gunpoint's 25% Farm-in Interest after a period of 60 days has elapsed from the delivery of the Purchase Option Notice, such matter shall be determined in accordance with the process set out in Annexure 4 subject to a minimum price of \$25,000,000 for Gunpoint's 25% Farm-in Interest. The Purchase Option Acquisition shall include the execution and delivery of a mutually satisfactory purchase and sale agreement which shall include, among other things, representations and warranties from Gunpoint relative to Gunpoint's 25% Farm-in Interest being free and clear of Encumbrances and Gunpoint acquiring good and marketable title thereto. Completion of the purchase of Gunpoint's 25% Farm-in Interest shall take place within 30 Business Days of the determination of the Fair Value thereof, following which this Agreement will be terminated without any liability to Newcrest, AGC or to Gunpoint and clause 13(c) will apply.

(g) If Newcrest:

(i) fails to satisfy the Stage 3 Phase Delivery Requirement on or before the end of the Stage 3 Phase; or

(ii) elects to withdraw from the Stage 3 Phase Delivery Requirement at any time during the Stage 3 Phase,

then Newcrest shall not acquire the Stage 3 Interest, provided that Newcrest shall, subject to Newcrest having given Gunpoint a notice pursuant to clause 3.2(b) in respect of the Stage 2 Interest, retain the Stage 2 Interest.

(h) If Newcrest incurs Expenditure during the Stage 1 Phase which is in excess of the Stage 1 Requirements, the amount of any such excess shall be carried forward and counted towards meeting the Stage 2 Requirements.

(i) Newcrest may, in its sole and absolute discretion, elect at any time during the Farm-in Period to accelerate the payment or funding timetables for any of the Farm-in Requirements or otherwise make up any shortfall in the Farm-in Requirements required to be incurred or funded by Newcrest by the end of the periods set out in clauses 3.1(a)(i) and 3.1(a)(ii), as the case may be, in each case by making a cash payment to Gunpoint before the end of the applicable periods set out in clauses 3.1(a)(i) and 3.1(a)(ii), as the case may be, and such

payment shall be deemed to have satisfied such requirement for the completion of the Farm-in Requirements for such periods.

- (j) Newcrest shall have the option to extend any or all of the Stage 1 Phase, the Stage 2 Phase and/or the Stage 3 Phase by:
  - (i) giving written notice to Gunpoint; and
  - (ii) paying to Gunpoint into a bank account nominated by Gunpoint an amount equal to:
    - (A) in the case of an extension of the Stage 1 Phase, \$250,000;
    - (B) in the case of an extension of the Stage 2 Phase, \$250,000; and
    - (C) in the case of an extension of the Stage 3 Phase, \$250,000,

provided that the extension of time for any one Farm-in Stage does not exceed 12 months.

### 3.2 Exercise of right to acquire Farm-in Interests

- (a) If Newcrest satisfies the Stage 1 Requirements on or before the end of the Stage 1 Phase then Newcrest may exercise its right to acquire the Stage 1 Interest by giving Gunpoint notice (the **Stage 1 Acquisition Notice**), together with reasonable supporting information as to the Expenditure funded by Newcrest during the Stage 1 Phase.
- (b) If Newcrest satisfies the Stage 2 Requirements on or before the end of the Stage 2 Phase, then Newcrest may exercise its right to acquire the Stage 2 Interest by giving Gunpoint notice (the **Stage 2 Acquisition Notice**), together with reasonable supporting information as to the Expenditure incurred by Newcrest during the Stage 2 Phase.
- (c) If Newcrest satisfies the Stage 3 Phase Delivery Requirement on or before the end of the Stage 3 Phase then Newcrest may exercise its right to acquire the Stage 3 Interest by giving Gunpoint notice (the **Stage 3 Acquisition Notice**).

### 3.3 Delay Event

If a Delay Event occurs, Newcrest may elect to extend any Farm-in Stage by any period during which such Delay Event prevents Newcrest from carrying out activities or incurring or funding the Expenditure contemplated in this clause 3.

## 4. JOINT VENTURE

---

### 4.1 Joint Venture Agreement

As soon as practicable after Newcrest notifies Gunpoint that it wishes to proceed with the Farm-in Period as contemplated by clause 2.2(b), Gunpoint and Newcrest (or, if applicable and subject to clause 12.3, Newcrest's nominated Affiliate) must negotiate the terms of a Joint Venture Agreement (the first draft of which is to be prepared by Newcrest) in good faith based on the principles set out in Annexure 1 with a view to settling the form of Joint Venture Agreement within a period of 12 months from the commencement of the Farm-in Period.

## 4.2 **Joint Venture Vehicle**

The Parties agree to give good faith consideration, taking into account tax, accounting, legal and other issues, to the possibility that the Joint Venture be conducted by an incorporated entity (such as a limited liability company) or other legal vehicle (**Joint Venture Vehicle**) and if and when such Joint Venture Vehicle is established, then the Joint Venture shall be constituted by way of a members, shareholders or other agreement (*mutatis mutandis*) and the Parties shall in a timely manner agree upon the terms of such agreement and execute same, provided that such terms shall generally be the Joint Venture Principles modified as necessary to adapt to the nature of the corporate entity selected and the nature of the agreement.

## 4.3 **JV Formation**

- (a) Where the Parties have agreed that the Joint Venture will be conducted through a Joint Venture Vehicle, then upon request from Newcrest at any time during the Stage 1 Phase, Gunpoint shall:
- (i) establish the Joint Venture Vehicle agreed upon by the Parties (which Joint Venture Vehicle shall initially be 100% owned by Gunpoint or AGC) and transfer or cause AGC to transfer all of the Project Assets to such Joint Venture Vehicle; and
  - (ii) take all steps necessary to ensure that transfers contemplated under clause 4.3(b) below can occur, including obtaining any approvals, consents or authorisations required in connection with such transfers (including any consents required under the Leases);

The costs incurred by Gunpoint in undertaking the activities contemplated by this clause 4.3(a) (including any taxes payable thereon) will be reimbursed by Newcrest and shall be deemed to be Expenditure for the purposes of this Agreement.

- (b) Promptly following the date on which Newcrest gives Gunpoint a Stage 1 Acquisition Notice pursuant to clause 3.2(a), the Parties shall form the Joint Venture by completing the following steps (the **JV Closing**) on the same date (the **JV Closing Date**):
- (i) transferring or causing the Joint Venture Vehicle to transfer to Newcrest (or, subject to clause 12.3, Newcrest's nominated Affiliate) an undivided interest in and to the Project Assets (or, if a Joint Venture Vehicle is used, issuing to Newcrest a sufficient membership interest or other ownership interest in the Joint Venture Vehicle) to provide Newcrest (or Newcrest's nominated Affiliate) with the Stage 1 Interest (as applicable); and
  - (ii) the Parties (or their nominated Affiliates) shall execute the Joint Venture Agreement.
- (c) If the Parties have not agreed upon the terms of a Joint Venture Agreement by the date that is 20 days after the date on which Newcrest gives Gunpoint a Stage 1 Acquisition Notice pursuant to clause 3.2(a), then:
- (i) the Parties shall finalize the form and content of the Newcrest Deed of Assignment in respect of a 51% undivided interest in and to the Project Assets in accordance with this Agreement and execute such Deed of Assignment before a notary public; and
  - (ii) if AGC fails to execute such Deed of Assignment before a notary public within a period of 30 days after the date on which Newcrest gives Gunpoint a Stage 1 Acquisition Notice pursuant to clause 3.2(a) (such date, the **Outside Date**), then Newcrest may

finalize the form and content of the Newcrest Deed and Assignment in respect of a 51% undivided interest in and to the Project Assets in accordance with this Agreement and execute such Newcrest Deed and Assignment on behalf of AGC before a notary public

(the date of execution of the Deed of Assignment under paragraphs (i) or (ii) above (as applicable), being the **Establishment Date**), upon which the Joint Venture shall be established as an unincorporated joint venture.

- (d) From the Establishment Date until JV Closing, each of Gunpoint, AGC and Newcrest (or, if applicable, Newcrest's nominated Affiliate) agree to be bound by the terms of Annexure 1 as though the Joint Venture Agreement has been fully executed.

#### 4.4 **Transfer of Stage 2 Interest**

Upon the delivery of the Stage 2 Acquisition Notice and subject to obtaining all necessary consents or approvals under Applicable Law:

- (a) if the JV Closing has occurred, Gunpoint, AGC or the Joint Venture Vehicle (as applicable) shall issue to Newcrest the Stage 2 Interest and shall take any and all actions necessary to reflect Newcrest as the holder of such Stage 2 Interest; or
- (b) if the JV Closing has not yet occurred, the Parties shall execute such documents as are necessary to effect the transfer of a 14% undivided interest in and to the Project Assets to Newcrest, provided that if such documents have not been executed by the date that is 30 days after the date on which Newcrest gives Gunpoint a Stage 2 Acquisition Notice, then Newcrest may finalize the form and content of the Newcrest Deed and Assignment in respect of the Stage 2 Interest in accordance with this Agreement and execute such Newcrest Deed and Assignment on behalf of AGC before a notary public.

#### 4.5 **Transfer of Stage 3 Interest**

Upon the delivery of the Stage 3 Acquisition Notice and subject to obtaining all necessary consents or approvals under Applicable Law:

- (a) if the JV Closing has occurred, Gunpoint, AGC or the Joint Venture Vehicle (as applicable) shall issue to Newcrest the Stage 3 Interest and shall take any and all actions necessary to reflect Newcrest as the holder of such Stage 3 Interest; or
- (b) if the JV Closing has not yet occurred, the Parties shall execute such documents as are necessary to effect the transfer of a 10% undivided interest in and to the Project Assets to Newcrest, provided that if such documents have not been executed by the date that is 30 days after the date on which Newcrest gives Gunpoint a Stage 3 Acquisition Notice, then Newcrest may finalize the form and content of the Newcrest Deed and Assignment in respect of the Stage 3 Interest in accordance with this Agreement and execute such Newcrest Deed and Assignment on behalf of AGC before a notary public.

#### 4.6 **Termination of this Agreement**

Unless terminated earlier in accordance with clause 13, this Agreement terminates on the date the Parties execute the Joint Venture Agreement subject to any rights or obligations of the Parties which have accrued prior to such termination and clause 13(c).

#### 4.7 **Power of Attorney**

AGC appoints Newcrest to be its attorney for the purposes of carrying out the matters contemplated in clauses 4.3(c)(ii), 4.4(b) and 4.5(b). Promptly and in any event within 30 days after the Effective Date, AGC and Newcrest shall execute an irrevocable power of attorney in a form acceptable to Newcrest, authorizing Newcrest to (a) finalize the form and content of the Newcrest Deed and Assignments in accordance with this Agreement, (b) execute the Newcrest Deed and Assignments on behalf of AGC before a notary public and (c) take all other actions and execute all other instruments deemed necessary or desirable by Newcrest in connection with the foregoing.

#### 5. **MEMORANDUM OF FARM-IN AGREEMENT**

---

This Agreement shall not be recorded. Promptly and in any event within 30 days after the execution of this Agreement, the Parties shall execute a Memorandum of Farm-In Agreement (the **Memorandum**) substantially in the form attached as Annexure 6 and record such Memorandum in the Office of the Recorder of Lyon County, Nevada, to provide notice to third parties of the respective rights and interests of the Parties in and to the Project Assets.

#### 6. **EXPLORATION PROGRAM**

---

Newcrest shall consult with the Technical Committee in relation to the preparation and amendment of the annual programs and budgets for the Operations to be undertaken by the Manager in satisfying the Minimum Commitment and the Farm-in Requirements (**Exploration Program**), but shall otherwise be responsible for, and have full discretion and final decision-making power in setting and varying the Exploration Program.

#### 7. **MANAGEMENT OF THE MINING CLAIMS**

---

##### 7.1 **Newcrest as Manager**

- (a) Newcrest will act as the Manager during the Option Phase and Farm-in Period. Where Newcrest assigns the whole of its interests under this Agreement to an Affiliate in accordance with clause 12.3, Newcrest's assignee will act as Manager. Gunpoint will be the non-Manager (the **Non-Manager**).
- (b) Gunpoint and AGC must:
  - (i) as soon as reasonably practicable after the Execution Date, deliver to Newcrest all financial records and statutory reports relating to expenditure on the Mining Claims in its possession or under its control;
  - (ii) cooperate in good faith to provide Newcrest the same level of access to the perimeter boundaries of the Mining Claims from the nearest public road or highway as available to Gunpoint or AGC, including by providing non-exclusive rights of physical access to any portion of any property (including the Talapoosa Project) in which Gunpoint, AGC or any of their Affiliates holds an interest to the extent needed to access the Mining Claims, and otherwise cooperating in good faith and using its reasonable commercial efforts to secure such access from relevant third parties; and
  - (iii) without limiting its obligations under clauses 9 and 11.2, provide Newcrest with any assistance which Newcrest reasonably requires to enable it to perform its obligations as Manager (including the obligations set out in clause 7.3).

- (c) For so long as Newcrest is the Manager it may, subject to the performance of its obligations under clause 7.3, exercise all rights vested in AGC as the holder of the Mining Claims including rights granted under the Leases and for the purposes of this Agreement, on and subject to the terms of this Agreement.

## 7.2 **Manager's rights**

The Manager, its Representatives and independent contractors, shall have the sole and exclusive right in respect of the Mining Claims to:

- (a) enter on and access the Mining Claims and to construct access roads or paths on the Mining Claims;
- (b) conduct Operations in accordance with the Exploration Program, including the removal of soil samples, drilling samples and bulk samples from the Mining Claims;
- (c) have the authority to apply for all necessary permits, licences and other approvals from any Government Agencies or other entity having regulatory authority over any part of the Mining Claims as are necessary in order to access the Mining Claims; and
- (d) bring upon, install and erect upon the Mining Claims buildings, plants, machinery and equipment as the Manager may deem necessary or advisable to conduct Operations.

Gunpoint and AGC shall cooperate with the Manager, its Representatives and independent contractors and take any and all actions necessary to facilitate the foregoing rights in respect of the Mining Claims,

## 7.3 **Manager's obligations**

Subject to the terms and provisions of this Agreement, the powers and duties of the Manager shall be those of a manager or operator in the normal course in the North American mining industry and shall be discharged in accordance with the Exploration Program. The Manager must do the following or cause the following to be done by its nominees, contractors or agents:

- (a) obtain or cause to be obtained all authorisations, mineral titles and other rights to the use of land and ancillary rights that may be required to conduct Operations;
- (b) obtain and maintain in force the following insurances (and will provide certificates of currency with respect to such insurances promptly following the Effective Date):
  - (i) a policy of commercial general liability covering property damage and liability for personal injury with a policy limit of \$10 million dollars per occurrence and in the aggregate for injuries to or death of a person or for property damage;
  - (ii) automotive liability insurance covering property damage and liability for personal injury caused by the ownership, operation or use of registered motor vehicles belonging to or under the physical or legal care, custody or control of Newcrest for an amount of \$5 million dollars per occurrence and in the aggregate; and
  - (iii) workers compensation insurance in accordance with the requirements of Nevada law.
- (c) conduct Operations in respect of the Mining Claims in accordance with the Exploration Program and the terms of each Mining Claim, Applicable Law, any permits, licences, consents or other approvals from Government Agencies or other third parties that may apply to entry

onto or conduct of Operations on any of the Mining Claims and good mining industry practice (including any requirement that may be necessary for safety and rehabilitation);

- (d) to the extent reasonably practicable, consult with the Non-Manager prior to making or entering into any binding commitments with local communities, NGOs, surface rights holders, water rights holders or native or tribal groups in relation to the Project;
- (e) provide the Non-Manager with prompt notice of any material departures from the Exploration Program;
- (f) pay for all labour performed upon the Mining Claims or material furnished to the Mining Claims at the request of the Manager, its employees, contractors or agents and keep the Mining Claims free and clear from any and all liens of mechanics or materialmen in connection with services performance and materials supplied arising by, through or under the Manager or at Manager's request (other than liens for which payment is not yet due), provided, however, that Newcrest shall have the right in good faith to contest the validity of any lien, claim or liability;
- (g) comply with Nevada Statutes Section 108.2403, Notice of Non-Responsibility in favour of Gunpoint with respect to any work of improvement on the Leases;
- (h) prepare and lodge all reports (including any program of works) required to be lodged under Applicable Law in respect of the conduct of Operations, and provide a copy to the Non-Manager;
- (i) incur Allowable Expenditure in accordance with the Exploration Program; and
- (j) keep proper records in relation to its Operations and the Expenditure and provide or make available to Non-Manager:
  - (i) quarterly reports covering Operations, results and Expenditure undertaken or incurred in the relevant quarter within 45 days after the end of each quarter;
  - (ii) interpretative data including assay results and geophysical data, within 45 days after the end of each quarter, provided that if there is a material result, such data would be provided within a reasonable time once received by the Manager; and
  - (iii) within 60 days of the end of each Year, an annual summary of Expenditure incurred by the Manager in the previous Year.
- (k) upon 15 Business Days notice and subject to Manager's site specific rules and regulations, access to the Mining Claims during normal business hours to enable the Non-Manager to inspect (at its own cost and expense) the Project Assets, including core and drill logs.

#### **7.4 Non-Manager's right to audit Allowable Expenditures**

- (a) The Non-Manager shall have the right to audit Allowable Expenditures incurred in any Year, by providing notice of audit to the Manager within 30 days of receipt of an annual summary of Expenditure from the Manager.
- (b) On receipt of a request for audit from the Non-Manager in accordance with clause 7.4(a), the Manager shall, within 30 days provide copies of relevant records of the Manager reasonably requested by the Non-Manager or, where requested by the Non-Manager, permit the Non-Manager or its Representatives, at their own risk and expense, during normal business hours

and subject to Manager's site specific rules and regulations, to review, examine and make copies of relevant records of the Manager for the purposes of auditing Allowable Expenditures.

- (c) The Non-Manager shall have the right to challenge the amount of Allowable Expenditure incurred in any Year, provided that a Dispute Notice is provided to the Manager within 60 days of receipt of an annual summary of Expenditure from the Manager.
- (d) If the Manager and Non-Manager are unable to resolve the Dispute in accordance with clause 16.2, either Party may refer the Dispute to an Expert in accordance with clause 16.3.

#### 7.5 **Management Fee**

- (a) In consideration of the performance by the Manager of the obligations under this Agreement, it shall be entitled to the Management Fee.
- (b) Newcrest shall be entitled to receive a credit for a Management Fee, which will, for greater certainty, be deemed to reduce the total Minimum Commitment and the Farm-in Requirements, required to be funded by Newcrest to exercise the Farm-in Option and to acquire the Farm-in Interests, as applicable; provided that to the extent the Minimum Commitment and the Farm-in Requirements, have already been satisfied, the Management Fee shall be payable in cash.
- (c) For greater certainty, the Management Fee constitutes Expenditure, and the amount of the Management Fee paid or credited to the Manager shall be included in the determination of and shall not be in addition to the amount of the Minimum Commitment and the Farm-in Commitments.

#### 8. **TECHNICAL COMMITTEE**

---

- (a) As of the Effective Date, the Parties shall establish a technical committee comprised of one or more representatives nominated by each of Newcrest and Gunpoint (the **Technical Committee**).
- (b) The Manager must on a quarterly basis provide the representatives of the Technical Committee with a copy of each Exploration Program and any amendment or revision of an Exploration Program for that quarter.
- (c) The Technical Committee shall:
  - (i) be a forum for discussion and advice in relation to technical, operational and financial matters in connection with Operations;
  - (ii) meet (whether in person or by video-conference) quarterly to discuss exploration progress against the Exploration Program and forthcoming exploration activities including any adjustments to the Exploration Program proposed by the Manager;
  - (iii) keep written minutes of matters considered and recommendations made at quarterly meetings; and
  - (iv) receive monthly briefings from the Manager in relation to progress of the Exploration Programs.

- (d) The quorum of the Technical Committee meetings shall be one representative appointed by each of Gunpoint and Newcrest.
- (e) Any decisions reached or recommendations made by the Technical Committee shall not be binding on either Party or the Manager.
- (f) The Manager shall promptly communicate to each Party's Technical Committee representatives (and, once established, management committee representative) all drilling results and any other technical information that could reasonably be regarded as material and that could be reasonably required by each Party's Technical Committee or management committee representatives.

## 9. **GENERAL RESTRICTIONS AND OBLIGATIONS ON PARTIES**

---

Each Party must:

- (a) promptly provide the other Parties with copies of all correspondence and any notices it receives concerning the Mining Claims;
- (b) promptly provide the other Parties with notice of any event, matter or circumstance that gives rise to, or could reasonably be anticipated to give rise to, a material adverse change in the financial position or business of AGC or Gunpoint, or the security or status of the Mining Claims;
- (c) do all things reasonably necessary, including sign any document or authorise the Manager to sign any document on its behalf, to enable the Manager to comply with its obligations under this Agreement in relation to the Mining Claims;
- (d) not take any action or make an omission (or allow another person to do those things) which may give rise to cancellation or forfeiture of a Mining Claim or termination of a Lease;
- (e) not do or cause to be done anything that may cause any penalty to be imposed, a breach of any obligation in relation to a Mining Claim or continued enjoyment of a Mining Claim to be jeopardised;
- (f) not take any action, make any omission or deal with the Mining Claims (or allow another person to do those things) in any way that is inconsistent with or detrimental to or that would have the effect of interfering with any other Party's rights under this Agreement; and
- (g) not undertake Operations unless it is appointed as the Manager.

## 10. **NEWCREST EXPENDITURE**

---

### 10.1 **Minimum Commitment**

Nothing in this Agreement obliges Newcrest to incur Expenditure greater than the Minimum Commitment.

### 10.2 **Reclamation bonds**

- (a) Gunpoint and AGC acknowledge that the costs of any reclamation bonds provided by Newcrest in relation to the Mining Claims (but not the face value of the bonds themselves) form part of the Expenditure.

- (b) Subject to clause 13(b)(iv)(B) and (C), Newcrest may seek the release of any performance bond given by it.

## **11. RESTRICTIONS AND OBLIGATIONS ON AGC AND GUNPOINT**

---

### **11.1 General restrictions and obligations**

AGC and Gunpoint shall:

- (a) not terminate, try to terminate or render liable to forfeiture, a Mining Claim except in accordance with this Agreement;
- (b) not terminate, try to terminate or amend the Leases, without the prior written consent of Newcrest;
- (c) not voluntarily relinquish any ground or surrender any rights held under the Mining Claims without prior consent of Newcrest;
- (d) do all things necessary to maintain the Mining Claims in good standing (including ensuring that all statutory reporting requirements are complied with, paying all fees, rent, rates and other similar charges and applying for the renewal or replacement of any portion of the Mining Claims that are due to expire sufficiently ahead of any such date of expiry to ensure continuous validity of such Mining Claims and complying with all of AGC's obligations under the Leases);
- (e) pay, or arrange for payment of, all taxes and assessments levied or assessed upon or against the Mining Claims and any facilities or improvements located on the lands covered thereby including any interest or penalties assessed for late payment of such taxes and assessments;
- (f) pursue any applicable tax incentive, subsidy or other similar reimbursement relating to the Mining Claims, each of which shall be for the sole benefit of Newcrest during the Option Phase and the Farm-in Period;
- (g) if any ground is to be relinquished or any rights are to be surrendered under the Mining Claims for the purposes of Applicable Law, negotiate with Newcrest in good faith to agree the area of the Mining Claims to be surrendered; or
- (h) not grant to any person a right to conduct Operations on the Mining Claims, without the prior consent of Newcrest.

### **11.2 Access and information**

During the period from the date of this Agreement until termination of this Agreement, Gunpoint and AGC must provide Newcrest and its nominated representatives with:

- (a) access to the Project Assets and to Gunpoint's and AGC's officers and employees; and
- (b) all information (including data and Mining Information) relating to the Project Assets that Newcrest may reasonably require, except to the extent that such information is subject to a claim for legal professional privilege.

## 12. **ASSIGNMENT**

---

### 12.1 **Assignment or Encumbrance**

- (a) Subject to this clause 12, neither Gunpoint nor AGC may Assign or Encumber (or purport to Assign or Encumber) any of its rights, title and interest in respect of the Mining Claims (including any Mineral within the Mining Claims), or any or all of its rights under this Agreement without the prior written consent of Newcrest.
- (b) Subject to clause 12.3, Newcrest may not Assign any or all of its rights under this Agreement without the prior written consent of Gunpoint.

### 12.2 **Assignment to Gunpoint Affiliate**

Clause 12.1(a) will not apply to an Assignment by Gunpoint or AGC to any of its Affiliates, provided that:

- (a) the assignee executes an instrument of assignment and assumption agreeing to be bound by this Agreement in a form acceptable to Newcrest (acting reasonably);
- (b) the assignee remains an Affiliate of Gunpoint for so long as the Affiliate holds any right, title and interest in respect of the Mining Claims or any rights under this Agreement;
- (c) prior to the Affiliate ceasing to be an Affiliate of Gunpoint, the Affiliate will Assign, in writing, all of its rights, title and interest in respect of the Mining Claims and any of its rights under this Agreement back to Gunpoint or to another Affiliate of Gunpoint in accordance with this clause 12.2; and
- (d) the obligations of Gunpoint under this Agreement will not in any way be released and will continue in full force and effect and it will remain responsible, as guarantor, for compliance by its Affiliate with the obligations under this Agreement.

### 12.3 **Assignment to Newcrest Affiliate**

Clause 12.1(b) will not apply to an Assignment by Newcrest to any of its Affiliates, provided that:

- (a) the assignee executes an instrument of assignment and assumption agreeing to be bound by this Agreement in a form acceptable to Gunpoint (acting reasonably); and
- (b) the obligations of Newcrest under this Agreement will not in any way be released and will continue in full force and effect and it will remain responsible, as guarantor, for compliance by its Affiliate with the obligations under this Agreement, unless Gunpoint is satisfied in its sole discretion, but acting reasonably, that the Affiliate of Newcrest has the financial assets and wherewithal to satisfy the covenants and indemnification obligations of Newcrest set out in this Agreement.

### 12.4 **Streaming or royalty transaction**

Without limiting the generality of clause 12.1, during the Investigation Phase, Option Phase, the Farm-in Period and, if Newcrest satisfies the Stage 3 Requirement, the Purchase Option Period, neither Gunpoint nor AGC shall, and shall ensure that none of their respective Affiliates, Assign any Stream Equivalent Interest to any person.

## 12.5 Further limitations on Assignment or Encumbrances

Any Assignment or Encumbrance by Gunpoint or AGC of any of its rights or interests in or to the Mining Claims or by any Party of any of its rights or interests in or to this Agreement (including, for greater certainty, any Assignment or Encumbrance otherwise permitted under clauses 12.1, 12.2 or 12.3) will be subject to the limitation that no such Assignment or Encumbrance may be made if:

- (a) the transferee is a Sanctions Target;
- (b) as a result, the other Parties would become subject to any material restrictions of any Government Agency to which it was not subject prior to the proposed Assignment or Encumbrance by reason of the nationality, residence, identity (including if such proposed transferee is a Sanctions Target) or number of the proposed transferee;
- (c) as a result, the other Parties would become subject to any additional material taxes to which it was not subject prior to the proposed Assignment or Encumbrance; or
- (d) the Assignment or Encumbrance is not permitted by Applicable Law, or any term of any material agreement or Mining Claim, unless any required consent or approval is first obtained.

## 13. TERMINATION

---

- (a) Newcrest may terminate this Agreement by giving notice in writing to Gunpoint at any time after the date that Newcrest has satisfied the Minimum Commitment.
- (b) If:
  - (i) Newcrest gives a notice to terminate pursuant to clause 13(a); or
  - (ii) the Farm-in Option is not exercised or clauses 2.1(f), 2.2(d), 2.5, 3.1(c), 3.1(e) or 17.3(b) provides that this clause 13(b) applies,

(each, a **Termination Event**) this Agreement will be terminated from the date stated in the notice or, in respect of termination pursuant to clause 13(b)(ii), once the obligations under this clause 13(b) have been discharged, whichever occurs first and:

- (iii) Newcrest:
  - (A) will promptly pay or reimburse Gunpoint all reasonable third party costs incurred or to be incurred in the Option Phase or the Stage 1 Phase or under an Exploration Program that are not cancellable or refundable;
  - (B) except as set out in paragraph (iii)(A) above, is not obliged to incur any more Expenditure on the Mining Claims but will not receive a refund of any Expenditure already incurred in relation to the Mining Claims;
  - (C) must return all Mining Information in its possession;
  - (D) provide to Gunpoint all information obtained by it in relation to the Mining Claims and Operations, including all core, coarse rejects and pulps;
  - (E) shall destroy and not retain any copies or medium containing Mining information or information obtained by it in relation to the Mining Claims and Operations, except for information retained for corporate governance

(including materials provided to the board or executive committee of Newcrest or its Affiliate), standard back up or emergency recovery purposes in accordance with Newcrest's standard practices provided that the provisions of clauses 19.1 and 19.2 shall continue to apply to any Confidential Information retained under this clause 13(b)(iii)(E); and

(F) must undertake all rehabilitation, reclamation, pollution control or other remediation action on the Mining Claims which is required as a result of Operations conducted thereon by Newcrest and its Representatives to the standard required in accordance with Applicable Laws, including Environmental Laws.

(iv) Gunpoint and AGC:

(A) to the extent required, must sign any forms necessary and provide any notices to Newcrest to reflect that Newcrest is no longer performing Operations in respect of the Mining Claims;

(B) must issue a notice which releases Newcrest from, and indemnifies Newcrest for, any liability associated with the performance of Newcrest's Operations, provided that Newcrest has provided Gunpoint a report which demonstrates to Gunpoint's satisfaction (acting reasonably) that Newcrest has taken reasonable measures to rehabilitate the Mining Claims to the standard required in accordance with applicable laws, including environmental laws, to the extent of any land disturbance caused by Newcrest after the Effective Date in carrying out Operations;

(C) must provide a bond to allow the release of any reclamation bond paid by Newcrest if:

(1) Gunpoint or AGC request, and Newcrest agrees to transfer, Newcrest's plan of operations with respect to the Mining Claims to Gunpoint or AGC; or

(2) Gunpoint or AGC wish to disturb any land which has been reclaimed or rehabilitated by Newcrest prior to the release of any Newcrest bond,

and for so long as any reclamation bond paid by Newcrest remains in place with respect to the Mining Claims, Gunpoint and AGC must provide Newcrest with access to the Mining Claims for the purpose of monitoring and reporting on the reclamation and rehabilitation of the Mining Claims; and

(D) shall advise Newcrest within 30 days of the occurrence of a Termination Event whether it wishes to retain any or all buildings, plant, equipment, machinery, tools, appliances and supplies which may have been brought upon the Mining Claims by or on behalf of Newcrest or its representatives as Manager (the "**Equipment**"), in which case Newcrest and Gunpoint shall negotiate an acquisition price and Gunpoint shall acquire all of Newcrest's right, title and interest therein. If Gunpoint notifies Newcrest that it does not wish to retain any or all such Equipment or fails to so notify Newcrest within 30 days of the occurrence of a Termination Event, the Equipment shall be removed by Newcrest at its sole cost and expense at any time not later than 90 days after the applicable Termination Event.

- (c) If this document is terminated in accordance with clauses 2.1(f), 2.2(d), 2.5, 3.1(c), 3.1(e), 3.1(f), 4.3, 13, 17.3(b) or 20 then all rights and obligations under this document terminate other than:
  - (i) this clause and clauses 1, 14, 16, 18, 21 and 22;
  - (ii) any clause which is expressed to survive termination of this document; and
  - (iii) rights that accrue before the date on which the notice is given.

## **14. INDEMNITIES**

---

### **14.1 Indemnity by Gunpoint and AGC**

Gunpoint and AGC must indemnify and keep indemnified Newcrest from and against every Claim or Loss incurred in relation to the Project Assets in respect of or relating to the period on or before the Effective Date (whether arising before, on or after the Effective Date), including environmental and reclamation liabilities.

### **14.2 Limited Indemnity by Manager**

Newcrest must indemnify Gunpoint from and against every Claim or Loss incurred in relation to the Project Assets during the Investigative Phase and while it is the Manager (including any personal injury, disease, illness or death, or physical loss of or damage to property, of Gunpoint, AGC or any third party) but only to the extent such Claim or Loss is caused by the fraud or gross negligence or wilful misconduct of Newcrest, its directors, employees, agents and contractors.

### **14.3 Indirect loss**

Notwithstanding any other provision of this Agreement, no Party shall be liable to the other under this Agreement or in respect of any activities conducted under this Agreement (including under any indemnity under this Agreement) for any consequential, economic or indirect losses, any loss not arising naturally and not arising according to the usual course of things from the relevant acts or omissions, and for any lost production, goodwill, revenue or loss of profits.

## **15. REPRESENTATIONS AND WARRANTIES**

---

### **15.1 Gunpoint's and AGC's Effective Date representations and warranties**

Each of Gunpoint and AGC represents and warrants for the benefit of Newcrest that, as at the Effective Date:

- (a) the Mining Claims are fully and accurately described in Annexure 2 and comprise all of the mining claims, titles and leases for the Appaloosa Project;
- (b) the Talapoosa Mining Claims are fully and accurately described in Annexure 3 and comprise all of the mining claims, titles and leases for the Talapoosa Project;
- (c) to the best of its knowledge and belief, the unpatented mining claims which comprise the Mining Claims were properly located in accordance with applicable Federal and state laws and regulations;
- (d) the only Contracts as of the Effective Date are the Leases, and true and correct copies thereof have been made available to Newcrest;

- (e) the Contracts are in full force and effect and binding on AGC and neither Gunpoint nor AGC or to the best of its knowledge and belief, any counterparty to the Contracts is in any material default or breach under the Contracts or, but for the requirements of notice or lapse of time or both, would be in material default under the Contracts and no such default or breach by AGC or any other party has been threatened;
- (f) no notice of termination in respect of any of the Contracts has been received or served by AGC or Gunpoint and no party to the Contracts has informed or notified AGC or Gunpoint that the Contracts will be terminated;
- (g) it is not aware of any facts or circumstances which may give rise to (i) a breach or violation of the terms of the Leases or an authorisation, (ii) a claim for the cancellation or forfeiture of a Mining Claim, an authorisation or AGC rights under the Leases, or (iii) the renewal of an authorisation on terms less favourable;
- (h) all filings required to hold the Mining Claims in good standing have been properly and timely recorded or filed with the appropriate Government Agencies through the assessment year ending 2023 (filed in the NV BLM 7/29/2022);
- (i) the Mining Claims are in good standing and all required maintenance fees applicable to the Mining Claims have been timely and properly paid to the applicable Government Agency and AGC has duly complied with all material obligations and requirements in respect of the Mining Claims under the provisions of applicable law and the requirements of the Contracts;
- (j) to the best of its knowledge and belief, the Mining Claims were properly laid out and monumented and all required location and validation work and recording was completed in accordance with Applicable Law;
- (k) to the best of its knowledge and belief, the original location certificates for the Mining Claims were recorded in the Office of the Lyon County Recorder in accordance with Applicable Laws;
- (l) there are no Encumbrances or conflicting mining claims burdening the title to the Mining Claims or the lands covered thereby, save and except for Permitted Encumbrances and Placer Mining Claim T18NR25E, Section 6: W2;
- (m) since acquiring the Mining Claims, it has not conveyed or otherwise encumbered title to the Mining Claims;
- (n) no royalties, fees or monies are presently payable or required to be paid in connection with the Mining Claims other than (i) under the Leases; and (ii) those payments expressly required by the Mining Law of 1872 as amended, or Applicable Laws, including, for greater certainty, the annual maintenance fee payments to the Nevada State Office of the Bureau of Land Management (Reno office) and county Intent to Hold filings with the Office of the Lyon County Recorder and (iii) Permitted Encumbrances;
- (o) no obligations are required to be performed in connection with the Mining Claims except those obligations expressly required by the Mining Law of 1872 and except in satisfaction of other requirements of Applicable Laws necessary to maintain unpatented claims in good standing, including, for greater certainty, the annual maintenance fee payments to the Bureau of Land Management (Reno office) and county Intent to Hold filings with the Office of the Lyon County Recorder;
- (p) all conditions and obligations related to a Mining Claim or authorisation have been complied with or performed;

- (q) it is not aware of any proposal by any Government Agency that would adversely affect any of the Project Assets and no agreement exists with Gunpoint or any of its Affiliates that could affect the ability of Gunpoint or Newcrest to conduct exploration or development activities on the Mining Claims or that affects or is required to transfer the Farm-in Interests as contemplated by this Agreement, and subject only to this Agreement and the Leases, the Parties may enter the lands covering the Mining Claims for all purposes under this Agreement without making any payment or accounting to, or obtaining the permission of, any other person;
- (r) AGC and Gunpoint have obtained all authorisations required for the activities undertaken on the land on which the Mining Claims are located prior to the Effective Date, and all such authorisations are in full force and effect;
- (s) subject to the paramount title of the United States of America in respect of the Mining Claims, the Project Assets are not subject to any Encumbrance or claims by third parties other than the Permitted Encumbrances;
- (t) subject to the paramount title of the United States of America in respect of the Mining Claims, the Project Assets are in the possession and control of AGC;
- (u) neither Gunpoint nor AGC has granted any unregistered security interests in relation to the Project Assets;
- (v) all taxes in respect of the Project Assets required pursuant to Applicable Laws to be paid by Gunpoint, AGC and their Affiliates have been timely paid in full, each of Gunpoint, AGC and their Affiliates has complied in all respects with all Applicable Laws relating to the payment and withholding of taxes in respect of the Project Assets and has in respect thereof duly and timely withheld and paid over to the appropriate taxing authorities all amounts required to be so withheld and paid over under all Applicable Laws, all tax filings in respect of the Project Assets required under all Applicable Laws in all jurisdictions in which such tax returns are required to be filed have been timely filed by each of Gunpoint, AGC and their Affiliates, as applicable, (including with respect to, or that could result in an Encumbrance upon, the Mining Claims), with the appropriate taxing authority and all such tax returns are true, complete and correct in all material respects and no claim has been made by a taxing authority in a jurisdiction in which Gunpoint, AGC or any of their Affiliates, as applicable, do not currently file a Tax return such that Gunpoint, AGC or any of their Affiliates, as applicable, is or may be subject to taxation in respect of the Project Assets by that jurisdiction;
- (w) all deficiencies asserted or assessments made as a result of any examinations by any taxing authority of any tax returns made by Gunpoint, AGC or any of their Affiliates, including those relating to, or that could result in an Encumbrance upon, the Project Assets, have been fully paid, and there are no other audits or investigations of Gunpoint, AGC or any of their Affiliates with respect to the Project Assets, by any taxing authority in progress, nor has Gunpoint, AGC or any of their Affiliates received any notice from any taxing authority that such authority intends to conduct such an audit or investigation of Gunpoint, AGC or such Affiliate, as the case may be, including any relating to, or that could result in an Encumbrance upon, the Project Assets;
- (x) no agreement, waiver, tax ruling or other document or arrangement varying or extending or having the effect of varying or extending the period for assessment or collection of taxes (including any applicable statute of limitation) or the period for filing any tax return, in each case with respect to the Project Assets, has been executed or filed with any taxing authority by or on behalf of Gunpoint, AGC or any of their Affiliates, as applicable, and neither Gunpoint, AGC nor any of their Affiliates have requested any extension of time within which to file any tax return with respect to the Project Assets, which tax return has since not been filed and, to

the knowledge of Gunpoint and AGC, there are no powers of attorney with respect to any tax matter currently in force with respect to the Project Assets that would, in any manner, bind, obligate or restrict Gunpoint, AGC or any of their Affiliates;

- (y) all reclamation bonds required in connection with the Mining Claims have been lodged with the applicable Government Agency and update of the bond amount is currently being reviewed by the applicable Government Agency;
- (z) Gunpoint and AGC have complied with all Applicable Laws (including Environmental Laws) in respect of the Project Assets;
- (aa) all work carried out on the Project Assets by or on behalf of Gunpoint or AGC, and to the knowledge of Gunpoint and AGC, by any other person, has been carried out in compliance with all Applicable Laws (including Environmental Laws), and no condition exists or event has occurred which, with or without notice or the passage of time or both, would constitute a violation of or give rise to a material liability under any Applicable Laws (including Environmental Laws);
- (bb) there are no current or potential environmental liabilities, orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Project Assets or the Mining Claims or the conduct of the business related to the Mining Claims, and to the knowledge of Gunpoint and AGC, there are no, and neither Gunpoint, AGC nor any of their Affiliates is in receipt of any regulatory notices concerning, environmental breaches or other liabilities, claims or circumstances relating to the Mining Claims, and neither Gunpoint nor AGC is (and has not been) in default of any Environmental Law relating to the Mining Claims;
- (cc) there is no current or to its knowledge, pending or threatened dispute or litigation in relation to any of the Project Assets, or which could reasonably be expected to affect the Project Assets or AGC's ownership thereof, or which affect the transactions contemplated under this Agreement and it is not aware of any circumstance which would give rise to any litigation or dispute in relation to any of the Project Assets, or which could reasonably be expected to affect the Project Assets or AGC's ownership thereof, or which affect the transactions contemplated under this Agreement;
- (dd) there is no dispute, litigation or other claim, complaint or other proceeding initiated, or to its knowledge, pending or threatened by or on behalf of any person, including any native or tribal groups or entities, or to which any native or tribal group, entity or similar group is legally a necessary party with respect to Gunpoint's or AGC's exploration of the Mining Claims or the proposed Operations and it has not engaged in any negotiations with any native or tribal group or similar group in respect of the Mining Claims (save for normal course consultations) or entered into any agreements, understandings or commitments, including any impact and benefits agreement with any native or tribal group, entity or similar group in respect of the Mining Claims or the proposed Operations;
- (ee) to the best of its knowledge and belief, the Due Diligence Materials are fully and fairly disclosed to Newcrest, and are accurate and not misleading in any material respect; and
- (ff) to the best of its knowledge and belief, it has disclosed all information to Newcrest that would be expected to be material to a decision by Newcrest to enter into this Agreement.

## 15.2 **Gunpoint's and AGC's title representations and warranties**

Gunpoint and AGC represent and warrant for the benefit of Newcrest that as at the Effective Date, the date on which the Farm-in Option is exercised, on each date on which the right for Newcrest to acquire each Farm-in Interest arises and on each date on which each Farm-in Interest is deemed to be transferred to Newcrest under clause 4:

- (a) it has the right to grant the rights contemplated by this Agreement;
- (b) AGC is in actual and exclusive possession of, and is the sole beneficial and record owner of, the AGC Mining Claims, and has good and marketable title to the AGC Mining Claims, free and clear of all Encumbrances, other than Permitted Encumbrances and subject to the paramount title of the United States, and the data relating to the AGC Mining Claims (including the Mining Information);
- (c) AGC has an exclusive leasehold interest in the Leased Assets and exclusive options to purchase all of the Leased Assets, other than the Leased Assets identified as being held in the name of Sierra Denali in Annexure 2; and
- (d) other than Newcrest, no other person has a right to become the holder of a Mining Claim and no royalty, option, first right of refusal, farm-in, earn-in or sale arrangement or other like arrangement exists in respect of the Mining Claims, or in any production or profits from the Mining Claims, and, for greater certainty, no pre-emptive rights or rights to acquire any kind of interest are granted to any other person under any arrangement in respect of the Mining Claims, except, in each case, for any Permitted Encumbrances.

## 15.3 **Mutual representations and warranties**

Each Party represents and warrants for the benefit of each other Party that as at the Effective Date, the date on which the Farm-in Option is exercised, on each date on which the right for Newcrest to acquire each Farm-in Interest arises and on the date on which each Farm-in Interest is deemed to be transferred to Newcrest under clause 4.1:

- (a) it is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation and is duly licensed or qualified to do business and is in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its ability to perform its obligations under this Agreement;
- (b) it has full power and capacity to enter into and perform its obligations under this Agreement;
- (c) it has taken all corporate action that is necessary or desirable to authorise its entry into this Agreement and it carrying out the transactions that this Agreement contemplates;
- (d) this Agreement constitutes legal, valid and binding obligations, enforceable against it in accordance with its terms, except to the extent enforcement may be affected by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Applicable Laws affecting creditors' rights generally and subject to the qualification that equitable remedies, injunctive relief and/or specific performance may be granted in the discretion of a court of competent jurisdiction;

- (e) no meeting has been convened, proceedings pending, resolution proposed or order made for the dissolution or winding up of it, the appointment of an administrator to it or the placing of it in bankruptcy, and no mortgagee or charge has taken, attempted to take, or indicated an intention to exercise its rights under, any security; and
- (f) neither its execution of this Agreement nor the carrying out by it of the transactions contemplated by this Agreement, does or will contravene, or result in the creation of any Encumbrance under, any Applicable Law, its constating documents or approval or condition to which such Party is a party or is subject.

#### 15.4 **Reliance on representations and warranties**

- (a) Gunpoint and AGC acknowledge that Newcrest has executed this Agreement and agreed to take part in the transactions that this Agreement contemplates in reliance on the representations and warranties that are made or repeated by it in clauses 15.1 to 15.3.
- (b) Newcrest acknowledges that Gunpoint and AGC have executed this Agreement and agreed to take part in the transactions that this Agreement contemplates in reliance on the representations and warranties that are made or repeated by it in clause 15.3.
- (c) The Parties agree that if an error in the list of Mining Claims or Talapoosa Mining Claims set out in Annexure 2 and 3 is discovered after the Effective Date such that the list of claims does not align with, or include all of the relevant mining claims, titles and leases within, the Appaloosa Project area or Talapoosa Project area (as applicable) as set out in the map in Annexure 2, the Parties will promptly agree an amendment to the list of claims in Annexure 2 and/or 3 (as applicable) to ensure that the list of claims aligns with, and includes all of the relevant mining claims, titles and leases within, the Appaloosa Project area and Talapoosa Project area as set out in the map in Annexure 2.

#### 15.5 **Survival**

The representations and warranties contained in this Agreement are conditions on which the Parties have relied in entering into this Agreement, and enforcement of such representations and warranties shall survive the execution hereof for the term of this Agreement and two years thereafter, to the full extent necessary for the protection of the Party in whose favour they run, except that the representations and warranties set out in:

- (a) clauses 15.1(v), 15.1(w) and 15.1(x) shall survive until the expiration of the period during which any tax assessment may be issued by a Government Agency in respect of any taxation period to which such representations and warranties extend;
- (b) clause 15.1(bb), shall survive until the expiry of any limitation periods under any applicable statute of limitations governing the period during which legal claims in respect of a breach of such representation and warranty may be brought; and
- (c) clauses 15.2, 15.3, 20.1 and 21 shall survive until the date that is two years after Newcrest acquires its last Farm-in Interest (for the avoidance of doubt, if Newcrest continues funding beyond the Stage 1 and Stage 2 Phases and acquires the Stage 3 Interest, this will be two years after Newcrest acquires the Stage 3 Interest) or if this Agreement is terminated without Newcrest earning any Farm-in Interest, two years after termination of this Agreement. .

## 16. DISPUTE RESOLUTION

---

### 16.1 Dispute

- (a) Any dispute, controversy or claim arising out of, relating to or in connection with, this Agreement, including any question regarding the existence, validity or termination of this Agreement (**Dispute**), must be dealt with in accordance with this clause 16.
- (b) The Party claiming that a Dispute has arisen must deliver a notice of the Dispute to the other Parties adequately identifying the subject matter of the Dispute, including all facts and legal arguments on which that Party relies in relation to that Dispute (**Dispute Notice**).
- (c) The Parties must continue to perform their obligations under this Agreement despite the existence of any Dispute.

### 16.2 Negotiation

- (a) Within 5 Business Days after delivery of a Dispute Notice, the Parties must meet to attempt to resolve the Dispute.
- (b) If the Dispute has not been resolved pursuant to clause 16.2(a) within 10 Business Days after delivery of the Dispute Notice, a member of the senior management of each Party must meet within 20 Business Days after delivery of the Dispute Notice (or within such longer period as the Parties may agree), to attempt to resolve the Dispute.

### 16.3 Expert determination

- (a) Where a matter is authorised by this Agreement to be determined by an Expert or if the Parties otherwise agree, a Party may refer the matter to an Expert.
- (b) An expert determination conducted under this clause is not an arbitration and the Expert is not an arbitrator.
- (c) An Expert shall have power to request any Party to provide the Expert with such statements (which shall be written unless otherwise specifically required), documents or information as it may determine, other than documents subject to legal professional privilege. Any such statement provided to an Expert shall be promptly provided to each of the Parties.
- (d) The Expert must issue a final report to the Parties within 25 Business Days after the Expert's appointment, or such later period as is agreed by the Parties. If the Expert does not issue a final report within such period, the Expert determination process is deemed to have failed.
- (e) The Expert's decision shall be final and binding on the Parties to the Dispute, in the absence of manifest error or fraud.
- (f) Each Party must bear its own costs for any expert determination and pay an equal portion of the Expert's costs.

### 16.4 Arbitration

- (a) Subject to clause 16.3, any Dispute which has not been resolved within 35 Business Days after delivery of a Dispute Notice, must be referred to and resolved by arbitration which must be conducted in accordance with the arbitration rules of the British Columbia International Commercial Arbitration Centre (the **Arbitration Rules**).

- (b) The seat and place of arbitration shall be Vancouver, British Columbia.
- (c) The language of the arbitration shall be English.
- (d) The number of arbitrators shall be one. The arbitrator shall be appointed by the agreement of the parties to the Dispute and in the absence of agreement, pursuant to the Arbitration Rules.
- (e) The arbitration shall be conducted on a private and confidential basis, and any and all information exchanged and disclosed during the course of the arbitration shall be used only for the purposes of that arbitration.
- (f) The award shall be final and binding on the parties to the Dispute.

#### 16.5 **Court proceedings**

Nothing in this clause 16 prevents a Party from seeking urgent injunctive relief or other urgent interlocutory relief.

### 17. **FORCE MAJEURE**

---

#### 17.1 **Meaning of Force Majeure Event**

The term Force Majeure Event, as used in this Agreement, means any act, event or cause which is beyond the reasonable control of a Party claiming relief by reason of a Force Majeure Event (other than lack of or inability to use funds), including:

- (a) an act of God;
- (b) to the extent that it occurs after Newcrest acquires the Stage 1 Interest only, strike, lockout, stoppage, ban or other types of labour difficulty whether within the Mining Claims or otherwise;
- (c) earthquake, lightning, fire, flood, storm, cyclone or explosion;
- (d) pandemic, epidemic, outbreak of infectious diseases or any other serious public health concerns (including, without limitation, Ebola, avian flu, H1N1, SARS and the coronavirus (COVID-19)) whether on a regional or global scale, together with any resulting restrictions on travel, imposition of quarantines and prolonged closures of workplaces;
- (e) act of the public enemy, act of terrorism, riot or civil commotion;
- (f) war (whether declared or undeclared), blockade, revolution, riot, insurrection or civil commotion;
- (g) inability to access the Mining Claims or any relevant portion of them;
- (h) embargoes or restraint by a Government Agency;
- (i) actions by community groups, indigenous groups, native rights groups, environmental groups, or other similar special interest groups; and
- (j) failure to obtain any approvals required from any Government Agency having jurisdiction (but only in the circumstances that the Manager has filed timely and complete applications for such approvals from such Government Agency having jurisdiction).

## 17.2 Relief

If, as a direct result of a Force Majeure Event, a Party becomes unable, wholly or in part, to perform obligations under this Agreement (other than an obligation to pay money) (**Affected Party**) then:

- (a) the Affected Party must within 10 Business Days of becoming aware of the Force Majeure Event give the other Parties notice of the Force Majeure Event (**FM Notice**) with reasonably full particulars and, insofar as known to it, the probable extent to which it will be unable to perform, or be delayed in performing, its obligation and the measures which are being or will be taken by the Affected Party to overcome the Force Majeure Event or otherwise minimise the consequences of the Force Majeure Event;
- (b) on giving the notice of the Force Majeure Event, that obligation is suspended but only to the extent that and for so long as it is affected by the Force Majeure Event;
- (c) the Affected Party is to use all reasonable diligence and take all reasonable steps to overcome or remove the Force Majeure Event as quickly as possible; and
- (d) the Affected Party will keep the other Parties informed of the status of the Force Majeure Event and when it expects such event to end.

## 17.3 Extension of Option Period or Farm-in Period

- (a) Subject to Newcrest complying with the obligations of the Affected Party under clause 17.2 and subject to paragraphs (b) and (c) below, if Newcrest, as a consequence of a Force Majeure Event, becomes unable, wholly or in part, to perform its obligations under this Agreement during the Option Phase or the Farm-in Period, as applicable, then the Option Phase or any of the Farm-in Stages, as applicable, will be extended for the period that Newcrest is unable to perform, or is delayed in performing, its obligations under this Agreement; provided that, except as required by clause 17.3(c), no such extension of time will require any funding of Expenditures or other payments by Newcrest in excess of the Minimum Commitment or the Farm-in Commitments, as applicable.
- (b) If, during the Option Phase, a Force Majeure Event occurs and continues for a period in excess of 12 months, either Party may by notice in writing to the other Party terminate this Agreement without any liability to it and clause 13(b) will apply.
- (c) If during the Farm-in Period, a Force Majeure Event occurs and continues for a period in excess of 12 months then Newcrest will be required to pay to Gunpoint the extension payment for the relevant Farm-in Stage in accordance with clause 3.1(j)(ii) within 10 Business Days of the date which is 12 months after the date of the FM Notice relating to that Force Majeure Event.

## 17.4 Labour disputes and Native Title matters

The obligation to use all reasonable diligence and take all reasonable steps to overcome or remove the effect of a Force Majeure Event does not require the Affected Party to:

- (a) settle any strike, or other labour dispute on terms contrary to its wishes;
- (b) contest the validity or enforceability of any law, regulation or legally enforceable order by way of legal proceedings; or
- (c) settle any native title claim, on terms not acceptable to it solely for the purpose of removing the Force Majeure Event.

### 17.5 **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.

## 18. **GUARANTEE AND INDEMNITY**

---

### 18.1 **Guarantee**

In consideration of Newcrest entering into this Agreement at the request of Gunpoint, Gunpoint unconditionally and irrevocably guarantees to Newcrest, on demand, the due and punctual performance by AGC of its obligations under this Agreement.

### 18.2 **Indemnity**

Gunpoint indemnifies Newcrest against any Loss or Claim of any kind which may be incurred by Newcrest in connection with any default or delay by AGC in the due and punctual performance of its obligations under this Agreement.

### 18.3 **Liability unaffected by other events**

The liability of Gunpoint under this clause 18 is not affected by any act, omission or thing which, but for this provision, might operate to release or exonerate or discharge Gunpoint from any of its obligations including:

- (a) any time, forgiveness or other indulgence granted to AGC by Newcrest or any alteration, amendment or variation in the terms of this Agreement or any other agreement or other commitment guaranteed;
- (b) Newcrest exercising or refraining from exercising its rights under any security or any other rights, powers or remedies against AGC, Gunpoint or any other person;
- (c) any legal limitation, disability, incapacity or change in status, function, control or ownership of AGC or any other person;
- (d) any liquidation, bankruptcy, insolvency, winding up, dissolution or reorganisation of the ownership of AGC, Gunpoint or any other person;
- (e) any illegality in, invalidity of or unenforceability of the terms of this Agreement or any other agreement or other commitments to which AGC is or may become a party or otherwise bound;
- (f) any failure or omission or delay by Newcrest or any person to notify Gunpoint of any default by AGC or any other person under this Agreement; and
- (g) any transaction or arrangement between Newcrest and any person.

### 18.4 **Principal and independent obligation**

This clause 18 is a principal obligation and is not to be treated as ancillary or collateral to any other right or obligation and extends to cover this agreement as amended, varied, supplemented, renewed or replaced.

## 18.5 **Continuing guarantee and indemnity**

This clause 18 is a continuing guarantee and indemnity and remains in full force and effect for so long as AGC has any liability or obligation to Newcrest and until AGC has completely performed its obligations under this Agreement.

## 18.6 **No inducements**

Gunpoint acknowledges that, except as expressly set out in this Agreement, it has not entered its obligations under this clause as a result of or by reason of any promise, representation, warranty, inducement or information of any nature given to it or AGC or to any person on their respective behalf by or on behalf of Newcrest or any of its Affiliates.

## 19. **CONFIDENTIALITY**

---

### 19.1 **Confidentiality**

- (a) Other than as expressly permitted by this clause 19, no Party may disclose:
- (i) the existence of this Agreement, any terms of this Agreement or the fact, status or nature of the negotiations between the Parties relating to the Mining Claims (including the termination of discussions, as the case may be); or
  - (ii) any information, reports or data relating to the Mining Claims (including the Mining Information) or the Project Assets or developed, acquired or created pursuant to this Agreement,  
**(Confidential Information).**
- (b) Confidential Information shall not include the following:
- (i) information that has become generally available to the public other than because of a breach of this Agreement by the receiving Party or any of its Affiliates, or their respective employees or officers;
  - (ii) information that was already in the possession of the receiving Party, its Affiliates or their respective employees or officers prior to receipt under this Agreement from any other Party or its Affiliate or its development or acquisition under this Agreement;
  - (iii) information that was lawfully received by the receiving Party, its Affiliates or their respective employees or officers from a third party not under an obligation of secrecy; or
  - (iv) information that was independently developed by one or more employees of the receiving Party, its Affiliates or their respective employees or officers who did not have access to the Confidential Information.

### 19.2 **Permitted disclosure**

Clause 19.1 does not apply to disclosure of Confidential Information by a Party:

- (a) to its Affiliate, who has a need to know such information;

- (b) to its Representatives and the Representatives of its Affiliates, who have a need to know such information;
- (c) to its professional financial and legal advisers or its brokers, lenders or financiers, to the extent reasonably required for the purposes of obtaining relevant professional advice; provided that such non-Party users are advised of the confidential nature of the Confidential Information, are required to agree to maintain the confidentiality thereof and are strictly limited in their use of the Confidential Information to those purposes necessary for such non-Party users to perform the services for which they were retained by the disclosing Party;
- (d) to any third party to whom the disclosing Party *bona fide* contemplates an Assignment of all or any part of the Project Assets or an interest in the Project Assets or an Assignment of any of its rights, liabilities and obligations under this Agreement, in each case, subject to the restrictions in clause 12 (including having already obtained the consent described therein, as applicable); provided that such third party is advised of the confidential nature of the Confidential Information and agrees in writing to protect Confidential Information from further disclosure to the same extent as the receiving Party is obligated under this 19.2;
- (e) to genuine potential purchasers or assignees of shares or other interests in that Party or an Affiliate of that Party); provided that such third party is advised of the confidential nature of the Confidential Information and agrees in writing to protect Confidential Information from further disclosure to the same extent as the receiving Party is obligated under this 19.2;
- (f) to the extent necessarily required to be disclosed by operation of law or to comply with a binding direction or order of a relevant lawful authority or the rules of a recognised securities exchange on which the securities of the relevant Party seeking to disclose (or one or more of its Affiliates) are quoted for trading, provided that:
  - (i) as soon as reasonably practicable, that Party notifies the other Parties and provides reasonable details of the circumstances of the proposed disclosure and of the relevant information to be disclosed;
  - (ii) the Confidential Information is only disclosed to the extent reasonably necessary to comply with the requirement; and
  - (iii) that Party uses reasonable best efforts to ensure that the Confidential Information being disclosed is kept confidential to the extent practicable;
- (g) to a Government Agency in connection with any registration of this document or the application for approval of any transaction under this Agreement, required or contemplated under this Agreement;
- (h) for the purposes of bringing or defending a claim by the other Party seeking to enforce terms of this Agreement; or
- (i) with the prior consent of the other Parties.

### 19.3 **Public announcements**

- (a) Subject to clause 19.1 each Party will obtain prior approval (which approval will not be unreasonably withheld) from the other Parties before issuing any press release or public statement (for greater certainty, all references in this clause 19.3 to a “public statement” includes statements posted on a public website or the like):

- (i) using the names of the other Parties or the names of the other Parties' assignees or of any of their Representatives; or
  - (ii) which contains Confidential Information.
- (b) Any request for such approval shall be accompanied by the full written text of the proposed press release or public statement at least two Business Days prior to its first disclosure or publication, and the non-disclosing Parties shall provide a reply thereto promptly, and in any event, within two Business Days of receipt. If pursuant to Applicable Laws a disclosure or publication must be made within a shorter period, the Party intending to make the disclosure shall provide the other Party the full written text of the proposed release or public statement for as long as a period as is practicable in advance of its first disclosure or publication and the non-disclosing Parties shall provide a reply thereto promptly thereafter. With respect to each such proposed press release or public statement:
- (i) the disclosing Party shall consider all reasonable amendments to such press release or public statement as may be proposed by the non-disclosing Parties; and
  - (ii) the disclosing Party shall be solely and entirely responsible for the contents of such press release or public statement and shall include in such press release or public statement a statement to the disclosing Party's sole and entire responsibility therefor.
- (c) The Parties expressly acknowledge that this Agreement may be required to be filed under Gunpoint's SEDAR profile at [www.sedar.com](http://www.sedar.com), subject to such redactions permitted by applicable law or lawful requirements as a Party may require.
- (d) Gunpoint and ACG acknowledge and agree that:
- (i) the Manager is responsible for evaluating and determining mineral resources and mineral reserves for the Mining Claims, provided that each Party will be responsible for its own public reporting of results by its own competent or qualified person; and
  - (ii) they must not publicly disclose any mineral resources or mineral reserves in respect of the Mining Claims which are inconsistent with or different to results determined by the Manager (or where the Manager has not yet determined any mineral resource or mineral reserve, as applicable), without first obtaining the Manager's prior written consent.

## **20. ANTI-BRIBERY AND ANTI-CORRUPTION**

---

### **20.1 Representations, warranties and undertakings**

Each Party represents, warrants and undertakes for the benefit of the other Parties that, with respect to the matters the subject of this Agreement:

- (a) it and each of its Affiliates have complied and will comply with the Anti-bribery Laws;
- (b) it has disclosed to the other Parties all facts known to them regarding any known, alleged or suspected, non-compliance with the Anti-bribery Laws including all claims, liabilities, findings, investigations or allegations into possible non-compliance, by that Party or its Affiliates;
- (c) neither it nor its Affiliates have any Public Officials, or family members of Public Officials, as their officers, directors, employees or agents (other than any ownership through holdings of

securities on a listed stock exchange) and the Parties will promptly notify the other Parties in writing if that changes in the future; and

- (d) it will maintain proper, accurate, complete and reasonably detailed accounts, books and records, including with respect to all transactions and payments.

## 20.2 **Monitoring, compliance and consequences of breach**

- (a) Each Party shall promptly notify the other Parties in writing if it has reason to suspect or becomes aware of any actual or alleged non-compliance with this clause 20 or the Anti-bribery Laws by it or any of its Affiliates or Associated Persons.
- (b) In the event that Newcrest becomes aware that a breach of this clause 20 has occurred or is imminent, or Notice is given pursuant to clause 20.2(a), Newcrest may withhold further payments and is relieved of all obligations under this Agreement until such time as it has received confirmation to its reasonable satisfaction that no breach has occurred or is likely to occur.
- (c) If Newcrest acting reasonably concludes in its sole opinion that any part of this clause 20 has been breached:
  - (i) Gunpoint will not be entitled to any further payments under this Agreement; and
  - (ii) Newcrest may terminate this Agreement and clause 13 shall apply.

## 21. **SANCTIONS**

---

Each Party represents, warrants and undertakes for the benefit of the other Parties that neither:

- (a) it nor any of its Affiliates is an individual or entity that is, or is owned or controlled by, a Sanctions Target;
- (b) it nor any of its Affiliates has entered into or is a party to any agreement, transaction or dealing with or for the benefit of any Sanctions Target, which would result in a violation of any provision of any of the Sanctions Laws and Regulations. and
- (c) take any action which would otherwise result in a violation of any provision of any of the Sanctions Laws and Regulations by any individual or entity.

## 22. **NOTICES**

---

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

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (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 or by email to the address or email address below or the address or email address last notified by the intended recipient to the sender after the date of this Agreement:

(i) to **Newcrest:** Newcrest Resources Inc.  
7600 E. Orchard Road, Suite 2605  
Greenwood Village, Colorado  
80111, USA  
  
Attention: *[redacted for confidentiality]*  
Email: *[redacted for confidentiality],*  
*[redacted for confidentiality], and [redacted*  
*for confidentiality]*

(ii) to **Gunpoint:** Gunpoint Exploration Ltd  
Suite 201, 1512 Yew Street, Vancouver,  
British Columbia V6K 3E4, Canada

Attention: *[redacted for confidentiality]*  
Email: *[redacted for confidentiality]*

With a copy to:  
Cassels Brock & Blackwell LLP  
Suite 2200, HSBC Building, 885 West  
Georgia Street, Vancouver, BC, V6C 3E8  
Attention: *[redacted for confidentiality]*  
Email: *[redacted for confidentiality]*

(iii) to **AGC:** American Gold Capital US Inc.  
Suite 201, 1512 Yew Street, Vancouver,  
British Columbia V6K 3E4, Canada

Attention: *[redacted for confidentiality]*  
Email: *[redacted for confidentiality]*

With a copy to:  
Cassels Brock & Blackwell LLP  
Suite 2200, HSBC Building, 885 West  
Georgia Street, Vancouver, BC, V6C 3E8  
Attention: *[redacted for confidentiality]*  
Email: *[redacted for confidentiality]*

(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 Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
- (iii) in the case of email when the sender receives a message confirming delivery or 30 minutes after the time sent (as recorded on the device from which the sender sent the

email) unless the sender receives an automated message that the email has not been delivered, whichever happens first,

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 of receipt or later than 4.00pm (local time), it will be taken to have been duly given or made at the commencement of the next Business Day in that place.

## 23. **GENERAL TERMS**

---

### 23.1 **No reliance and entire agreement**

- (a) Each Party represents and warrants that it has not entered into this Agreement in reliance on any representation, undertaking or commitment by or on behalf of the other Party (including by or on behalf of any one or more of the other Party's Affiliates), other than as expressly recorded in this Agreement.
- (b) This Agreement contains the entire agreement between the Parties with respect to their subject matter and supersedes all earlier conduct and all prior agreements and understandings (save and except for Section 6 of the Heads of Agreement between Newcrest and Gunpoint dated July 21, 2022, which continues in full force and effect), whether oral or written, between the Parties (and their Affiliates) in relation to their subject matter.

### 23.2 **Amendment and assignment**

- (a) No amendment or variation of the terms of this Agreement is valid or binding unless made in writing executed by all Parties.
- (b) Subject to clause 12, a Party may not Assign any of its rights or obligations under this Agreement without the prior consent of the other Parties (not to be unreasonably withheld or delayed).

### 23.3 **Further assurances**

Each Party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transactions contemplated by it.

### 23.4 **Governing law and jurisdiction**

This Agreement is governed by the laws of the State of Nevada and the federal laws of the United States of America applicable therein. For purposes of clause 16.5, each Party submits to the non-exclusive jurisdiction of the state and federal courts located in the State of Nevada, and waives any right to claim that those courts are an inconvenient forum.

### 23.5 **Severability**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction may be severed in that jurisdiction to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this Agreement nor affecting the validity or enforceability of that provision in any other jurisdiction.

### 23.6 **No waiver**

A failure to exercise or a delay in exercising any right, power or remedy under this Agreement does not operate as a waiver. A single or partial exercise or waiver of the 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.

**23.7 No merger**

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

**23.8 Costs and duty**

Each Party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement. All registration fees that may be payable on or in connection with this Agreement or any document or instrument entered into pursuant to this Agreement must be paid by Newcrest.

**23.9 Consents or approvals**

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, unless expressly provided otherwise.

**23.10 Counterparts**

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument. The Parties agree that a copy of a counterpart received from a Party will be regarded as an original copy of that counterpart received from that Party.

**EXECUTED** as an **AGREEMENT**.

**EXECUTED** for and on behalf of **NEWCREST  
RESOURCES INC.** by:

(Signed) *"Seil Song"*

---

Name: Seil Song

Title: Chief Development Officer

**EXECUTED** for and on behalf of **GUNPOINT  
EXPLORATION LTD** by:

(Signed) *"Randy Reifel"*

---

Name: Randy Reifel

Title: President

**EXECUTED** for and on behalf of **AMERICAN  
GOLD CAPITAL US INC.** by:

(Signed) *"Randy Reifel"*

---

Name: Randy Reifel

Title: President

**ANNEXURE 1-  
JOINT VENTURE PRINCIPLES & DILUTION ROYALTY PRINCIPLES**

**Part A – Joint Venture Principles**

1. Joint Venture and Farm-in

---

- a) Any Joint Venture Agreement to be entered into pursuant to clause 4.1 of the Farm-in Agreement must reflect the principles set out in this Annexure 1.
- b) The parties to the Joint Venture Agreement will be Newcrest (or, if applicable, Newcrest's nominated Affiliate) (**Newcrest**) and Gunpoint (or, if applicable, Gunpoint's nominated Affiliate) (the **Participants**) and the Joint Venture Vehicle (if applicable).
- c) The Joint Venture will be effective from the JV Formation Date.
- d) From the JV Formation Date, the farm-in procedure, related provisions and definitions set out in clauses 3, 4.4 and 4.5, and the other provisions of the Farm-in Agreement relating to the period after the JV Formation Date or to the Joint Venture will be incorporated into the Joint Venture Agreement.

2. Participating Interests

---

- a) From the JV Formation Date the initial interests of the Participants in the Joint Venture (**Participating Interests**) will be:
  - (i) Newcrest 51%; and
  - (ii) Gunpoint 49%.
- b) If and from the date that a Withdrawal Event occurs and Newcrest transfers an undivided 2% of the Farm-in Interest to Gunpoint in accordance with clause 3.1(e) of the Farm-in Agreement, the Participating Interests of the Participants will be:
  - (i) Newcrest 49%; and
  - (ii) Gunpoint 51%.
- c) If and from the date that Newcrest acquires the Stage 2 Interest, the Participating Interests of the Participants will be:
  - (i) Newcrest 65%; and
  - (ii) Gunpoint 35%.
- d) If and from the date that Newcrest acquires the Stage 3 Interest, the Participating Interests of the Participants will be:
  - (i) Newcrest 75%; and
  - (ii) Gunpoint 25%.

### 3. Joint Venture Assets

---

Joint Venture Assets are the Project Assets. Any information in relation to the Mining Claims (including any information which relates to both the Mining Claims and the Talapoosa Mining Claims) obtained by Newcrest during the Farm-in Period shall be transferred to the Joint Venture or Joint Venture Vehicle (as applicable) promptly following the date that Newcrest acquires the Stage 1 Interest. For the avoidance of doubt, any information obtained by Newcrest during the Farm-in Period that relates solely to the Talapoosa Mining Claims is not a Joint Venture Asset and will be transferred to Gunpoint promptly following the date that Newcrest acquires the Stage 1 Interest.

### 4. Expenditure

---

Expenditure is to be determined in accordance with the Farm-in Agreement and, subject to the approval of a Decision to Mine by the Management Committee (defined below), also includes expenditure on or in connection with mining on the Mining Claims.

### 5. Manager

---

- a) During the Farm-in Period, clause 7 of the Farm-in Agreement will be included on the same or substantially the same terms in the Joint Venture Agreement.
- b) After the Farm in Period, the Participant with the majority Participating Interest in the Joint Venture will be the Manager of the Joint Venture.
- c) The standards applicable to the Manager's operations shall require that it conduct all its operations in accordance with good mining industry practice, all applicable statutory obligations (including Anti-bribery Laws) and the requirements of any Government Agency (including any requirement that may be necessary for safety and rehabilitation).
- d) After the Farm-In Period expires, in addition to the Management Fee, the Manager will be entitled to full cost recovery for all costs and Expenditure incurred by it in performing its duties and functions as Manager in accordance with recognised industry practices and accepted mining principles and the accounting procedure set out in Annexure 7.
- e) Following the JV Formation Date, the Manager's rights and obligations under clauses 7.2 and 7.3 will be included on the same or substantially the same terms in the Joint Venture Agreement.

### 6. Conduct of Joint Venture

---

- a) The Manager shall conduct the operations under the Joint Venture Agreement on behalf of the Participants as their service provider and for this purpose will have possession and control of the property of the Joint Venture and shall maintain, operate and protect the property of the Joint Venture (including the Mining Claims).
- b) After the Farm-in Period, the Manager's rights and obligations under clauses 7.2 and 7.3 will be included on the same or substantially the same terms in the Joint Venture Agreement.

### 7. Indemnity of Manager & Manager's Limited Indemnity

---

- a) Each of the Participants severally and in proportion to their respective Participating Interests indemnifies the Manager from, against and in respect of all Loss which the Manager may incur or sustain as against any Participant or other person in respect of the obligations or activities of the Manager, except to the extent that such Loss is sustained or incurred as a result of the wilful misconduct or gross negligence of the Manager.

- b) The Manager shall indemnify the Participants from, against and in respect of any Loss which the Participants may incur or sustain in connection with its conduct of Operations, while it is Manager, to the extent caused by the wilful misconduct or gross negligence of the Manager.
- c) In no circumstances shall the Manager be liable for any indirect or consequential loss (including loss of profit) to any Participant or other person.

#### 8. Resignation or removal of Manager

---

- a) The Manager may resign with three months' written notice to the Participants and Joint Venture Vehicle (if applicable).
- b) A Participant may require the removal of the Manager by giving the Manager and Joint Venture Vehicle (if applicable) notice in writing (**Removal Notice**):
  - (i) upon the insolvency or an analogous event occurring in relation to Manager;
  - (ii) upon it being established that the Manager has committed gross negligence or wilful misconduct or has failed to comply with Anti-bribery Laws; or
  - (iii) where neither the Manager nor any Affiliate of it continues to hold a majority Participating Interest.
- c) Where a Removal Notice is provided in accordance with clauses 8.b)(i)(insolvency) or 8.b)(iii)(ceasing to hold interest), the removal of the Manager takes effect upon receipt of the Removal Notice.
- d) Where a Removal Notice is provided in accordance with clause 8.b)(ii) and the Manager does not commence reasonable and diligent steps to remedy the breach within the required period, or pay adequate compensation or adequately indemnify the Participants, the Participant which provided the Removal Notice may give the Manager a further notice confirming the Manager's removal which takes effect upon receipt.
- e) In the case of clauses 8.a) and 8.b)(iii), the Manager or its Affiliates, who are Participants, may vote on any replacement Manager. In the case of clauses 8.b)(i) and 8.b)(ii), the Manager or its Affiliates, who are Participants, may not vote on any replacement Manager.
- f) If the Manager is a Participant or an Affiliate of a Participant, and that Participant Assigns all or part of its Participating Interest, and the assignee holds the largest Participating Interest, then that assignee (or its Affiliate) shall be entitled to be appointed Manager on and from completion of the Assignment.

#### 9. Feasibility Study/ Decision to Mine

---

- a) Once a Feasibility Study has been prepared, the Manager shall call a meeting of the Management Committee to consider such Feasibility Study. The Management Committee may approve by simple majority the Feasibility Study, with such modifications or subject to such conditions, if any, as it considers necessary or desirable.
- b) For purposes of these Joint Venture Principles, **Feasibility Study** means a study or report, prepared in compliance with the Technical Standard, undertaken on behalf of the Participants or the Joint Venture Vehicle (if applicable) and approved by the Management Committee, of the selected development option for a mineral project in relation to the Mining Claims that includes appropriately detailed assessments of realistically assumed mining, processing, metallurgical, economic, marketing, legal, environmental, social and governmental considerations together with any other relevant operational factors and detailed financial analysis that are necessary to demonstrate at the time of

reporting that extraction is reasonably justified (economically mineable), that could reasonably serve as the basis for a final decision by a proponent or financial institution to proceed with, or finance, the development of the project.

- c) Upon approval of the Feasibility Study, the Manager must promptly deliver a copy of the Feasibility Study to the Participants and convene a meeting of the Management Committee for the purposes of considering whether to approve that a mine be established and brought into commercial production (**Decision to Mine**) in conformity with the Feasibility Study so approved.
- d) A unanimous vote by the Management Committee is required to approve a Decision to Mine.

#### 10. Programs and budgets

---

- a) After the Farm-in Period, programs and budgets for each Year (**Programs and Budgets**) shall be prepared by the Manager and submitted to the Management Committee for approval by simple majority. The Manager shall carry out all Operations in accordance with approved Programs and Budgets, except in the case of emergency actions in accordance with clause 10(c).
- b) If the Manager exceeds an approved Program and Budget by up to 10% in the aggregate, any such overrun of 10% or less shall be borne by the Joint Venture and funded by the Participants in proportion to their respective Participating Interests as of the time the overrun occurs. If the Manager wishes to exceed an approved Program and Budget by more than 10% in the aggregate, then modifications to the approved Program and Budget must be approved by the Management Committee.
- c) In case of emergency, the Manager may take any reasonable action it deems necessary, and incur such Allowable Expenditure it deems necessary, to protect against loss, injury or damage to persons or property, or to protect the Operations and the Joint Venture Assets or to comply with Applicable Laws. The Manager may also incur reasonable Allowable Expenditure for unexpected events that are beyond the Manager's reasonable control and do not result from a breach by it of its standard of care as described in clause 7.3(c) of the Farm-in Agreement. The Manager shall promptly notify the Management Committee of any such emergency or unexpected Allowable Expenditure that has been made or taken or that must be made or taken, and the funds necessary to pay for such emergency and unexpected Expenditure shall be added, and deemed approved, to the current approved Program and Budget.

#### 11. Funding

---

- a) After the Farm-In Period, the Manager shall be entitled to cash call the Participants for Expenditure in accordance with approved Programs and Budgets, and the Participants shall provide such called sums in proportion to their Participating Interests from time to time.
- b) Prior to a Decision to Mine, a Participant may elect to dilute its Participating Interest instead of providing funding, in which case straight line dilution shall apply in accordance with a formula specified in clause 13.
- c) In relation to a Program and Budget approved following a Decision to Mine, each Participant must elect, and shall be deemed to have elected to participate in the Program and Budget in the amount that is equal to its Proportionate Share and shall not be permitted to elect to dilute its Participating Interest instead of providing funding.
- d) For purposes of these Joint Venture Principles, **Proportionate Share** means, in relation to a particular Participant and a particular approved Program and Budget the amount obtained by multiplying the Participant's then Participating Interest by the total amount of the relevant budget.

- e) In the event that a Participant fails to pay the amount payable pursuant to a cash call in the amount and within the period set out for such payment, a **Payment Default** will exist and:
  - (i) such Participant will be a **Defaulting Participant**;
  - (ii) the amount of the defaulted cash call will bear interest from the due date at 8% until paid; and
  - (iii) the other Participant may elect to make a cover payment on behalf of the Defaulting Participant (a **Cover Payment**), and any Cover Payments so made will constitute indebtedness due from the Defaulting Participant to the other Participant, payable upon demand and bearing interest from the date of the Cover Payment at 8%.

12. Dilution by Election:

---

- a) Prior to a Decision to Mine, any Participant who is not in default may elect:
  - (i) not to contribute its Proportionate Share of Expenditure under an approved Program and Budget; or
  - (ii) to contribute to the approved Program and Budget in some lesser amount than its Proportionate Share,

by giving written notice to the other Participant (a **Dilution Election**). To the extent that a Participant makes an election in accordance with this clause 12.a), then its Participating Interest shall be diluted in accordance with clause 13 and the Participating Interests of the other Participants shall be proportionately increased so that each Participant's Participating Interest reflects its actual contributions to Expenditure.
- b) A diluting Participant may not contribute at any point in time to the relevant Program and Budget in respect of which it made a Dilution Election.
- c) A non-diluting Participant may, but is not obliged to, contribute the shortfall in the contributions to the relevant approved Program and Budget due to the diluting Participant's Dilution Election (**Shortfall**) (in addition to the non-diluting Participant's own Proportionate Share of the relevant approved Program and Budget). If the non-diluting Participant does not elect to contribute the relevant Shortfall then:
  - (i) the Manager will promptly prepare a substitute Program and Budget, to reflect the reduction in contributions (and the diluting Participant may not vote on the approval of this Program and Budget); and
  - (ii) to avoid doubt:
    - (A) dilution still applies to the diluting Participant under clause 13; and
    - (B) the diluting Participant may not contribute to the substitute Program and Budget.

13. Dilution by election formula

---

- a) The formula for calculating a Participant's Participating Interest from time to time is as follows:

$$I = Q/R \times 100$$

Where:

**I** is the Participant's Participating Interest;

**Q** is the total of the actual and deemed contributions by that Participant to Expenditure to the date of calculation; and

**R** is the total of the actual and deemed contributions by all Participants to Expenditure to the date of calculation.

- b) For the purpose of paragraph a), a Participant's 'deemed contribution' to Expenditure shall mean an amount equal to the amount of Expenditure sole funded by Newcrest during the Option Phase and the Farm-in Period multiplied by that Participant's Participating Interest as at the date Newcrest ceased sole funding. For example, if Newcrest incurs expenditure of \$30,000,000 (meeting both the Stage 1 Requirements and Stage 2 Requirement) to earn a 65% interest, the deemed contributions of the Participants shall be as follows:

Newcrest:  $65\% \times \$30,000,000 = \$19,500,000$

Gunpoint:  $35\% \times \$30,000,000 = \$10,500,000$

For any third party Participant that acquires a Participating Interest, that Participant's opening deemed contribution to Expenditure will be calculated on a similar basis based on its Proportionate Share of the total of the actual and deemed contributions to Expenditure as at the date it becomes a Participant.

14. Minimum Participating Interest of less than 10% and deemed withdrawal

---

If, on the re-calculation of the Participating Interest of any Participant, that Participating Interest reduces to less than 10%, that Participant will be deemed to have withdrawn and must transfer its Participating Interest to the other Participant, in exchange for a 2% net smelter returns royalty on the terms set out in Part B of Annexure 1. Any duty and registration fees associated with the transfer must be borne by the Participant who has deemed to have withdrawn. The withdrawing Participant remains liable for all its obligations accrued prior to withdrawal, including in relation to environmental liabilities and rehabilitation, and any expenditure under applicable Programs and Budgets that were approved prior to its withdrawal.

15. Establishment and constitution of Management Committee

---

- a) As soon as reasonably practicable after the JV Formation Date, the Participants shall establish a management committee (**Management Committee**). The Management Committee will replace the Technical Committee. The Management Committee will meet (whether in person, at a location agreed by the Management Committee, or by video-conference) quarterly.
- b) The Management Committee is generally empowered to:
- (i) supervise the Manager; and
  - (ii) make decisions in respect of the operations of the Joint Venture, including in relation to the approval or rejection (with or without amendment) of Programs and Budgets and revised Programs and Budgets, the approval of development proposals, consideration of any Feasibility Studies, and the establishment of any sub-committees, in each case to the extent provided by and subject to the Joint Venture

Principles, provided, however, that the Management Committee will not be involved in the day-to-day management of the Joint Venture.

- c) Newcrest shall be entitled to appoint three representatives and Gunpoint shall appoint two representatives to the Management Committee during the Farm-in Period. After the Farm-in Period, the Participant holding a majority Participating Interest shall be entitled to appoint three representatives and each other Participant shall be entitled to appoint one representative for every 20% Participating Interest it holds. Each representative may be accompanied by the number of advisers that is reasonably necessary, having regard to the matters to be considered at the meeting.
- d) The quorum of the Management Committee meetings shall be one representative appointed by each of the Participants. If there is not a quorum represented at a properly constituted meeting of the Management Committee, then within 30 minutes from the time appointed for the meeting, such meeting may be adjourned and reconvened on not less than seven days' notice to all Participants, provided, however, that if a Participant, through its nominees, fails to attend two consecutive meetings that were properly called, then a quorum shall exist at the second meeting if the other Participant is represented by at least one nominee, and a vote of such a Participant shall be considered the vote required for the purposes of the conduct of all business properly noticed.
- e) For each of its representatives, each Participant may also appoint (and revoke the appointment of) an alternate to serve only in the absence of that representative.
- f) A representative of the Manager on the Management Committee will be the chair of all meetings of the Management Committee, provided that the chair will not, in any circumstances, have a casting vote.

#### 16. Voting

---

- a) In proceedings of the Management Committee, but subject always to clause 17, the representative or representatives of a Participant (as the case requires) who is entitled to vote, will vote in proportion to the Participating Interest held by the Participant appointing those representatives. The representatives shall have the power to bind the Participant that appointed those representatives.
- b) Unless otherwise agreed by the Participant who is not in default, a Participant who is in default is not entitled to vote at (through its representative or alternate) any meeting of the Management Committee or any subcommittee or join in voting on a resolution, nor will the presence of the representative of any such Participant be necessary to form a quorum at any meeting, until the relevant event of default has been remedied.

#### 17. Decisions

---

- a) All decisions of the Management Committee shall be made by a simple majority based on the Participating Interest of each Participant other than (i) a Decision to Mine which shall require a unanimous decision or (ii) a Special Majority Decision.
- b) In the event of a deadlock on a Decision to Mine, any Participant holding at least a 40% Participating Interest (the **Continuing Party**) that votes in favour of the proposal shall have the right exercisable by notice in writing to the other Participants within 20 Business Days of the deadlock to acquire the Participating Interest of the Participants voting against the proposal for Fair Value thereof (such value to be agreed between the Participants, or failing agreement, to be determined within 40 Business Days of the Continuing Party delivering notice, by an expert appointed and acting in accordance with procedures to be described in the Joint Venture Agreement).

- c) The following actions shall require an affirmative vote of the members present and represented at a meeting of the Management Committee representing at least 76% of the Participating Interests of the Participants (a **Special Majority Decision**):
- (i) suspending Joint Venture activities for a period of greater than 12 months, other than as a result of a Force Majeure or for reasons related to health and safety concerns by the Manager, or permanently ceasing Joint Venture activities;
  - (ii) approval of project debt financing and the grant of encumbrances in connection therewith;
  - (iii) any sale of any Mining Claim or of all or substantially all of the Joint Venture Assets;
  - (iv) surrender or forfeiture of any Mining Claim (other than as required by Applicable Law or in the ordinary course of business);
  - (v) approval of, or entering into, of any contracts with a Participant or any of its Affiliates which is not on arm's length terms; and
- to the extent that there is a Joint Venture Vehicle,
- (vi) any decision to issue new shares or membership interests in the Joint Venture Vehicle;
  - (vii) any change in the share capital or share structure of the Joint Venture Vehicle;
  - (viii) a decision to liquidate, dissolve or wind up the Joint Venture Vehicle; and
  - (ix) any changes to the constitutional documents of the Joint Venture Vehicle.

#### 18. Entitlement to share of production

---

Each Participant shall be entitled to take its share of production in kind; provided that the Manager may elect from time to time and in its sole discretion to act as marketing agent, to market and sell all production of the Joint Venture on an exclusive basis. The terms of such an arrangement shall be evidenced in such form as the Manager may determine in its sole discretion, which may include a marketing and sales agency agreement to be entered into between the Participants, negotiating in good faith.

#### 19. Distributions of Distributable Cash

---

- a) At any time after the Commencement of Commercial Production in respect of the Joint Venture Assets, unless otherwise determined by the Management Committee, and subject to applicable legal requirements and the terms of any third party credit agreement or other contractual restrictions in effect from time to time, Distributable Cash will be distributed quarterly by the Manager or Joint Venture Vehicle (as applicable) to the Participants in pro rata shares based on the Participants' respective Participating Interests. Any proposal to distribute Distributable Cash other than to each Participant in accordance with their pro-rata shares based on their respective Participating Interests, will require an amendment to the Joint Venture Agreement or unanimous decision of the Management Committee.
- b) For purposes of these Joint Venture Principles, **Distributable Cash** means, for any period, the sum of:
- (i) cash and cash equivalents of the Joint Venture or Joint Venture Vehicle (as applicable) at the

beginning of such period; and (ii) the difference resulting from subtracting Expenditure funded and taxes paid during such period from gross revenue received during such period.

20. Assignment

---

- a) Following the JV Formation Date and during the Farm-in Period and the Purchase Option Period, the provisions of clause 12 of the Farm-in Agreement will be included and apply on the same or substantially the same terms in the Joint Venture Agreement.
- b) After the Farm-in Period and the Purchase Option Period, neither Participant shall Assign its interest in and to the Joint Venture Agreement, including its Participating Interest, except as part of an Assignment permitted by clauses 20.d) or 20.e).
- c) After the Farm-in Period and the Purchase Option Period, if Newcrest has earned the Stage 2 Interest, Gunpoint must not Assign any Stream Equivalent Interest, except as part of an Assignment permitted by clause 20.f). After the Farm-in Period and the Purchase Option Period, if Newcrest has failed to earn the Stage 2 Interest, Gunpoint may Assign a Stream Equivalent Interest without consent and without triggering clause 20.f).
- d) Right of pre-emption
  - (i) If a Participant receives a bona fide offer from a third party purchaser to Assign all (and not less than all) of its Participating Interest, such Participant shall, prior to accepting such offer, give notice to the other Participant of the proposed terms of the Assignment and the other Participant may within 60 days after receipt of such notice, elect to purchase that Participating Interest and the assigning Participant shall be obliged to Assign the Participating Interest to the electing Participant on the terms contained in the notice.
  - (ii) The consideration stated in the notice for the proposed Assignment shall be for a bona fide cash consideration.
  - (iii) If the other Participant does not elect to purchase the Participating Interest, the assigning Participant may, subject to clause 20.d)(v), assign that Participating Interest before the expiration of 3 months from the date of the notice (or such longer period that is required to obtain any necessary approvals or consents from Government Agencies for the assignment, provided that such period may not exceed 6 months) to a third party purchaser on terms no more favourable to that third party purchaser than those contained in the notice.
  - (iv) An intended Assignment which does not take place before the expiration of the 3 months (or such longer period) shall be subject to this clause 20 as if no notice of the proposed Assignment had been given by the assigning Participant.
  - (v) Before an Assignment of a Participating Interest is effected, the proposed assignee or purchaser:
    - (A) shall first enter into a deed of accession agreeing to be bound by the terms of the Joint Venture Agreement (the form of which will be attached to the Joint Venture Agreement); and
    - (B) must, in the reasonable opinion of the other Participants, be financially competent and not suspected of any material breach of Anti-bribery Laws.

e) Transfers to Affiliates

- (i) A Participant may, without the consent of the other Participant, and without triggering clause 20.d) Assign all, but not less than all, of its Participating Interest to an Affiliate of the transferring Participant, provided that the transferring Participant and such Affiliate first enter into a deed of accession with the other Participant ( the form of which will be attached to the Joint Venture Agreement), which provides that the Affiliate shall be bound by and have the benefit of the provisions of the Joint Venture Agreement and subject to re-transfer obligations should the Affiliate transferee cease to be an Affiliate, For clarity, a Participant may not Assign its Participating Interest to more than one Affiliate.

f) Right of pre-emption on streaming or royalty transactions

- (i) If Gunpoint receives a bona fide offer from a third party to Assign any Stream Equivalent Interest, Gunpoint shall first give notice to Newcrest of the proposed terms of the transaction and Newcrest may within 60 days after receipt of such notice, elect to purchase the Stream Equivalent Interest and Gunpoint shall be obliged to Assign the Stream Equivalent Interest to Newcrest on the terms contained in the notice.
- (ii) The consideration stated in the notice for the proposed Assignment shall be for a bona fide cash consideration.
- (iii) If Newcrest does not elect to purchase the Stream Equivalent Interest, Gunpoint may sell that Stream Equivalent Interest before the expiration of 3 months from the date of the notice (or such longer period that is required to obtain any necessary approvals or consents from Government Agencies for the assignment, provided that such period may not exceed 6 months) to a third party purchaser on terms no more favourable to that third party purchaser than those contained in the notice.
- (iv) An intended Assignment of a Stream Equivalent Interest which does not take place before the expiration of the 3 months (or such longer period) shall be subject to this clause 20 as if no notice of the proposed Assignment of Stream Equivalent Interest had been given by Gunpoint.

g) Further Limitations on Assignment

- (i) Any Assignment by a Participant of its Participating Interest shall be subject to the limitation that no such Assignment may be made if:
  - (A) as a result, the other Participant or the Manager would become subject to any material restrictions of any Government Agency to which they were not subject prior to the proposed Assignment by reason of the nationality, residence, identity (including if such proposed Transferee is a Sanctions Target) or number of the proposed transferee;
  - (B) as a result, the other Participant or the Manager would become subject to any additional taxation to which it was not subject prior to the proposed Assignment; or
  - (C) the Assignment is not permitted by Applicable Law or any term of any material agreement or material instrument affecting the Joint Venture, unless any required consent or approval is first obtained.

## 21. Right of First Refusal in respect of Talapoosa Project

---

a) For so long as Newcrest:

- (i) remains a Party to the Farm-in Agreement or Joint Venture Agreement (as applicable) and has not failed to earn the Stage 2 Interest during the Stage 2 Phase or terminated the Stage 2 Phase; or
- (ii) holds a minimum 51% Participating Interest in the Project,

then in each such case, if Gunpoint or AGC (or their respective Affiliates) receives a bona fide offer from a third party to Assign any or all of its rights, title or interest in the Talapoosa Project (**Talapoosa Interest**) or any Stream Equivalent Interest in relation to Talapoosa Mining Claims (**Talapoosa Stream**), Gunpoint shall first give notice to Newcrest of the proposed terms of the transaction (**Talapoosa Offer Notice**) and Newcrest may within 60 days after receipt of the Talapoosa Offer Notice, elect to purchase the Talapoosa Interest or the Talapoosa Stream (as applicable) at a price equal to 105% of the purchase price contained in the Talapoosa Offer Notice and otherwise on the terms and conditions set out in the Talapoosa Offer Notice and Gunpoint shall be obliged to Assign the Talapoosa Interest or the Talapoosa Stream (as applicable) to Newcrest such terms.

- b) The consideration stated in the notice for the proposed Assignment shall be for a bona fide cash consideration.
- c) If Newcrest does not elect to purchase the Talapoosa Interest or Talapoosa Stream (as applicable), Gunpoint may sell that Talapoosa Interest or Talapoosa Stream (as applicable) before the expiration of 3 months from the date of the Talapoosa Offer Notice (or such longer period that is required to obtain any necessary approvals or consents from Government Agencies for the assignment, provided that such period may not exceed 6 months) to a third party purchaser on terms no more favourable to that third party purchaser than those contained in the Talapoosa Offer Notice.
- d) An intended Assignment of a Talapoosa Interest or Talapoosa Stream which does not take place before the expiration of the 3 months (or such longer period) shall be subject to this clause 21 as if no notice of the proposed Assignment of the Talapoosa Interest or Talapoosa Stream had been given by Gunpoint.

## 22. Default

---

An event of default by a Participant will be the occurrence of any of the following:

- a) a Payment Default if the non-Defaulting Participant does not elect to make a Cover Payment or if a Participant fails to repay a Cover Payment with interest upon demand and the Defaulting Participant fails to remedy the Payment Default within 20 Business Days of the occurrence of the Payment Default, in which case the non-Defaulting Participant may elect within 10 Business Days one of the following remedies:
  - (i) dilution of the Defaulting Participant's Participating Interest by way of "accelerated dilution" which shall mean applying an amount equal to two times the Defaulting Participant's Proportionate Share of the relevant Program and Budget for the purposes of calculating the straight-line dilution that the Defaulting Participant will suffer in accordance with the following formula;

$$I = Q / (R + C) \times 100$$

Where:

I is the Defaulting Participant's revised Participating Interest after the application of dilution expressed as a percentage;

Q is the total of the actual and deemed contributions by the Defaulting Participant to Expenditure to the date of calculation;

R is the total of the actual and deemed contributions by all Participants to Expenditure to the date of calculation; and

C is the Defaulting Participant's Proportionate Share of the relevant Program and Budget multiplied by two

- (ii) acquisition of the whole of the Defaulting Participant's Participating Interest for:
    - (A) 90% of its Fair Value; or
    - (B) if the Management Committee has adopted a Decision to Mine, its Fair Value; or
  - (iii) taking all or a portion of the Defaulting Participant's pro rata share of any distributions of Distributable Cash (as defined below) as would compensate the non-Defaulting Participant;
- b) a failure by a Participant to comply with any material obligation imposed on it by the Joint Venture Agreement, in which case the non-Defaulting Participant may elect one of the following remedies:
- (i) acquisition of the whole of the Defaulting Participant's Participating Interest for 90% of its Fair Value; or
  - (ii) taking all or a portion of the Defaulting Participant's pro rata share of any distributions of Distributable Cash as would compensate the non-Defaulting Participant; and
- c) the occurrence of an event of insolvency for a Participant in which case the non-Defaulting Participant may elect to acquire the whole of the Defaulting Participant's Participating Interest for its Fair Value.

## 23. Security Interest

---

- a) With effect from the JV Formation Date, each Participant shall grant to the other a security interest in over its Participating Interest, and any accessions thereto and any proceeds and products therefrom, to secure the payment obligations of the granting Participant under the Joint Venture Agreement, including such Participant's obligations to pay amounts payable pursuant to cash calls and to repay Cover Payments. Each Participant shall authorize the other to file and record all financing statements, continuation statements and other instruments necessary or desirable to perfect or effectuate the provisions of this clause 23.
- b) No Participant may Encumber the whole or part of its Participating Interest in the Joint Venture except as follows:
  - (i) with the consent of the other Participants (in their sole discretion); or
  - (ii) where the Encumbrance is:

- (A) in favour of a recognised financial institution or institutions (or a security trustee on their behalf), to secure repayment of any loan, hedging arrangement or other financial accommodation provided to it or any of its Affiliates for the purpose of satisfying cash calls;
- (B) over the whole (but not part) of its Participating Interest; and
- (C) a second ranking security after each cross charge and, on enforcement of the Encumbrance, the other terms of the Joint Venture (and deeds of priority in a form reasonably acceptable to each Participant are executed).

24. Memorandum for Recording

---

- a) The Joint Venture Agreement shall not be recorded.
- b) If the Joint Venture is formed pursuant to clause 4.3(c) of the Farm-in Agreement, concurrently with the Establishment Date, the Parties shall execute a Memorandum of Joint Venture Agreement and record such Memorandum in the Office of the Recorder of Lyon County, Nevada, to provide notice to third parties of the respective rights and interests of the Parties in and to the Project Assets pursuant to these Joint Venture Principles.

25. Indirect loss

---

Notwithstanding any other provision of the Joint Venture Agreement, no Participant shall be liable to any other Participant under the Joint Venture Agreement or in respect of any activities conducted under the Joint Venture Agreement (including under any indemnity under the Joint Venture Agreement) for any consequential, economic or indirect losses, any loss not arising naturally and not arising according to the usual course of things from the relevant acts or omissions, and for any lost production, goodwill, revenue or loss of profits.

26. Background IP and Generated Intellectual Property

---

- a) A Participant or the Manager may (from time to time), in its absolute discretion, provide access to intellectual property owned by or licensed to that Participant or the Manager (as applicable) (**Background IP**) for the purposes of the Joint Venture. Such Background IP will be licensed to the Joint Venture by way of a non-exclusive, royalty-free, non-transferable and revocable licence for the term of the Joint Venture in favour of each other Participant and the Manager (as the case may be) provided that and for so long as they remain a Participant or the Manager (as applicable). Nothing in Joint Venture Agreement assigns, transfers or otherwise affects the ownership of Background IP. Any improvements to Background IP will vest solely and absolutely in the owner of the Background IP on creation and will be included in the licence referred to in this clause.
- b) Intellectual property generated by the Joint Venture shall constitute Joint Venture Assets, and each Participant may use such intellectual property for its own purposes unrelated to the Joint Venture, and for this purpose, each Participant grants the other Participant an irrevocable, royalty free licence to use such intellectual property provided that and for so long as they remain a Participant in the Joint Venture. The Intellectual Property of the Manager which may be used in performing its duties and functions under the Joint Venture Agreement will at all times remain the property of the Manager, including any improvements or developments which are created as a result of Joint Venture activities.

27. Confidentiality and public announcements

---

The confidentiality and public announcement provisions set out in clause 19 of the Farm-in Agreement will be included on the same or substantially the same terms in the Joint Venture Agreement.

28. Force Majeure

---

The force majeure provisions set out in clause 17 of the Farm-in Agreement will be included on the same or substantially the same terms in the Joint Venture Agreement.

29. Activities within the Mining Claims

---

No Participant nor its Affiliates, may conduct activities in respect of the Mining Claims other than in accordance with the Joint Venture.

30. Product from outside the Mining Claims

---

For the avoidance of doubt, the Participants acknowledge that each Participant may mine products produced from sources outside the Mining Claims and market those products in competition with products produced from the Mining Claims.

31. Anti-Bribery and Anti-Corruption

---

The anti-bribery and anti-corruption provisions set out in clause 20 of the Farm-in Agreement will be included on the same or substantially the same terms in the Joint Venture Agreement.

32. Dispute resolution

---

The dispute resolution provisions set out in clause 16 of the Farm-in Agreement will be included on the same or substantially the same terms in the Joint Venture Agreement.

33. Waiver of rights of partition

---

Each Participant waives any right it may have to a partition or division of the Mining Claims or the Joint Venture Assets and shall not seek a partition or division of the Mining Claims or the Joint Venture Assets whether by way of physical partition, judicial sale or otherwise.

34. Governing Law

---

The Joint Venture Agreement will be governed by the laws of the State of Nevada and the federal laws of the United States of America applicable therein. For purposes of clause 16.5 of the Farm-in Agreement, each Participant submits to the non-exclusive jurisdiction of the state and federal courts located in the State of Nevada, and waives any right to claim that the court is an inconvenient forum.

35. Other boilerplate

---

Standard boilerplate provisions will be included in the Joint Venture Agreement on the same or substantially the same terms as the general terms provisions set out in clause 23 (other than clause 23.2) of the Farm-in Agreement.

## Part B – Dilution Royalty Agreement Principles

### 1. Overview

---

- (a) The net smelter return royalty agreement will be entered into if a party's Participating Interest falls to below 10%.
- (b) The form of royalty agreement will be set out in an annexe to the Joint Venture Agreement.

### 2. Parties

---

The party whose Participating Interest falls below 10% and is deemed to have withdrawn from the Joint Venture Agreement (the **Royalty Holder**) and the non-withdrawing party or Joint Venture Vehicle (as applicable) (the **Royalty Payor**).

### 3. Royalty

---

- (a) The Royalty Payor agrees to pay the Royalty Holder a royalty equal to 2% of the Net Smelter Return (the Royalty) from the sale of any minerals produced from the Mining Claims (Products).
- (b) Payments are due 45 days after the end of each quarter.
- (c) Interest shall be charged on late payments at 8% per annum.

### 4. Net Smelter Return

---

**Net Smelter Return** means, in respect of a quarter:

- (a) Gross Revenue for that quarter; less
- (b) Allowable Deductions incurred by or on behalf of the Royalty Payor during that quarter.

For the purposes of the above:

- (i) **Gross Revenue** means the total amounts actually received by the Royalty Payor from the sale of Products. In the event of any sale to a related or affiliated party, the Products will be assumed to be sold at prices and on terms no less favourable than those which would be extended to an unaffiliated third party.
- (ii) In the event Products are sold at other than market prices, including without limitation with respect to forward sales, futures trading, commodity options, streaming, and any other form of hedging or price protection, the sale shall be based on the quoted prices on the London Metal Exchange for the purposes of calculating the Net Smelter Return. Any and all market hedging gains or losses shall be excluded from the calculation of Net Smelter Return.
- (iii) Allowable Deductions means:
  - A selling and marketing costs for the Products;
  - B costs of handling, assaying, sampling, analysis, processing, smelting and refining the Products;

- C charges (including any penalties, settlement fees and independent representative and umpire charges) imposed by any smelter, refinery or other processing facility in respect of the Products;
- D costs of transportation of any Product from the concentrator or mill site to the relevant smelter, refinery or other processing facility and then from that smelter, refinery or other processing facility to the customer (including freight, security, insurance, handling, stockpiling, demurrage, delay and forwarding costs and charges); and
- E the amount of non-refundable government royalties, duties, levies and taxes payable or imposed on or in connection with producing, transporting, processing, refining or selling the Products.

## 5. Reporting

---

In addition to quarterly royalty statements showing a detailed calculation of the elements of each Royalty payment and annual statements delivered within 120 days of the end of each Year setting out a summary of Royalty payment for each quarter in the previous Year, the Royalty Payor shall provide to the Royalty Holder at least once every 12 months:

- (a) copies of all material data relating to exploration results on the Mining Claims, including drill logs, assay reports, drill hole location maps, drill hole surveys and results of geochemical, geophysical and geological surveys; and
- (b) solely to the extent that reports regarding mineral reserves or mineral resources in respect of the Mining Claims have been prepared by the Royalty Payor in relation to the relevant period but, for greater certainty, without imposing any obligation on the Royalty Payor to prepare any such reports on mineral reserves or mineral resources in respect of the Mining Claims, the annual mineral reserve and mineral resource reports that have been prepared by the Royalty Payor, and any updates thereof.

## 6. Audits and Inspections

---

- (a) If the Royalty Holder disputes any quarterly royalty payment, it shall have the right (but only exercisable within 90 days of receipt of the annual statement or report) to have audited the quarterly payments and any deficiencies and excesses determined by the auditor shall be adjusted in the next subsequent payment. The Royalty Holder shall pay for the cost of such audit unless a deficiency of greater than 5% is determined to exist, in which case the Royalty Payor shall pay for the cost of the audit.
- (b) At any reasonable time during normal business hours and from time to time, on reasonable prior notice, the Royalty Payor shall permit the Royalty Holder acting through its Representatives, acting reasonably and at their own expense, to review, examine and make copies of and abstracts from relevant records (including as part of an audit of the Royalty) and to physically visit and inspect the Mining Claims (including all improvements thereto and operations thereon), including, as may be requested and arranged by the Royalty Holder (at its sole cost and expense), by way of a virtual technologically assisted inspection as would permit the Royalty Holder to remotely carry out such inspection. The Royalty Payor shall not be responsible for injuries to or damages suffered by the Royalty Holder or its Representatives while visiting any of the Mining Claims, unless such injuries or damages are caused or contributed to by the gross negligence or wilful misconduct of the Royalty Payor or its Representatives. The Royalty Holder and its Representatives shall not permit their activities permitted by this clause to unreasonably interfere with the business and operations of the Royalty Payor and its Mining Claims, including the Mining Claims, or at any mill or processor at which Minerals may be processed, and the Royalty Holder agrees that such inspections shall be subject to the confidentiality provisions of the Royalty Agreement. Such site inspection activities shall also be subject to supervision of the Royalty Payor, conducted in compliance with

Applicable Law and the Royalty Payor's safety and workplace rules and procedures. The Royalty Holder and its Representatives shall diligently complete any audit or other examination permitted under this Agreement. The Royalty Holder may only exercise such audit and inspect rights a maximum of once per calendar year, unless, as a result of an audit, a deficiency of greater than 5% is determined to exist, in which case the Royalty Holder may exercise its audit and inspect rights no more than once per quarter for a period of two years after such deficiency is determined to exist.

#### 7. Right of First Refusal

---

The right of the Royalty Holder to assign the Royalty, in whole or in part, will be subject to a 60 day right of first refusal in favour of the Royalty Payor; however, if the Royalty Payor exercises the right of first refusal, the price for the whole or part of the Royalty to be so acquired, shall be equal to 105% of the price offered by the third party for the applicable whole or part of the Royalty.

#### 8. Royalty Payor Assignment

---

The Royalty Payor shall not transfer all or any portion of its rights or obligations under the royalty agreement except in connection with a transfer of all or a portion of the Royalty Payor's interest in the Mining Claims. The Royalty Payor shall have the right to transfer the royalty and/or its rights under the royalty agreement if and to the extent that the transferee has agreed in writing in advance to assume the Royalty Payor's obligations under the royalty agreement in respect of that portion of the Mining Claims acquired by such third party (the form of such assumption agreement will be attached to the royalty agreement).

#### 9. Abandonment

---

- (a) Subject to the provisions of this clause 9, the Royalty Payor shall be entitled, from time to time for any reason whatsoever, to abandon or surrender or allow to lapse or expire any part or parts of the Mining Claims (the **Abandonment Property**) by giving written notice (the **Abandonment Notice**) thereof to the Royalty Holder at least 30 days in advance of the proposed date of abandonment, surrender or intended lapse. No later than 10 days after its receipt of the Abandonment Notice, the Royalty Holder may deliver written notice to the Royalty Payor that the Royalty Holder desires the Royalty Payor to convey the Abandonment Property to the Royalty Holder. In such case, within ten Business Days after the Payor's receipt of the Royalty Holder's notice, the Royalty Payor shall convey the Abandonment Property to the Royalty Holder on a "as is where is" basis and without any consideration therefor. If the Royalty Holder does not deliver the required written notice to the Royalty Payor requesting reconveyance of the Abandonment Property within such 10-day period, the Royalty Holder's right to do so shall be irrevocably terminated and the Royalty Payor may abandon or surrender the Abandonment Property in the Royalty Payor's sole and exclusive discretion. Upon the Royalty Payor's reconveyance to the Royalty Holder or the Royalty Payor's abandonment of the Abandonment Property, the Royalty Payor's obligation to pay the Royalty shall terminate in respect of the Abandonment Property and thereafter, such Abandonment Property shall, subject to clause 9 (b), cease to form part of the Mining Claims for all purposes of this Agreement.
- (b) The Royalty Payor shall not abandon or surrender, or allow to lapse or expire, all or any part of the Mining Claims, in each case for the purpose of permitting any joint venture or any Affiliate of the Royalty Payor to relocate any such Properties and avoid the Royalty. In the event the Royalty Payor allows any part of the Mining Claims to lapse and then the Royalty Payor or an affiliate subsequently reacquires it by any means, the Royalty interest shall renew in respect of the Mining Claims.

..

10. Commingling, Conduct of Operations & Stockpiling

---

- (a) The Royalty Payor shall be entitled to commingle Products and ores and other minerals from any other properties owned or leased by the Royalty Payor or any of its affiliates, during the stockpiling, milling (concentrating), smelting, refining, minting or further processing of Products, provided that: (i) the Royalty Payor has adopted and employs reasonable practices and procedures for weighing, determining moisture content, sampling and assaying and determining recovery factors (a **Commingling Plan**), which Commingling Plan ensures the division of other minerals and Products for the purposes of determining the quantum of Royalty payments, and which Commingling Plan would not reasonably be expected to have a negative impact on the Royalty Holder; (ii) the Royalty Payor keeps, for a period of at least five (5) years after Products are commingled with other minerals, all books, records, data and samples required by the Commingling Plan and makes such books, records, data and samples available to the Holder in accordance with the terms of the royalty agreement. The Royalty Payor shall provide notice to the Holder of the commencement of any commingling of Products with other minerals at least 20 Business Days prior to such commencement.
- (b) The Royalty Payor shall be entitled to stockpile, store or place Products produced from any of the Mining Claims in any locations owned, leased or otherwise controlled by the Royalty Payor, or a processor, shipper or vendor of the Products, on or off the Mining Claims provided that the same are appropriately identified as to ownership and origin and secured from loss, theft, tampering and contamination. Prior to stockpiling, storing or placing the ores or mined rock contained Minerals produced from the Mining Claims off the Mining Claims, the Royalty Payor must enter into a written irrevocable agreement with the property owner where such stockpiling, storage or placement is to occur providing, among other things, that: (i) the Royalty Holder's rights in respect of the Royalty and the royalty agreement will continue in full force and effect notwithstanding the removal of the ores or mined rock from the Mining Claims; (ii) the Royalty Holder's rights in respect of the ores or mined rock will be the same as if the ores or mined rock had never been removed from the Mining Claims; (iii) the Royalty Holder's rights in and to such ores or mined rock will have precedence over any rights to the ores or mined rock of such property owner, as well as the creditors of such property owner; and (iv) the Royalty Holder's rights in respect of the ores or mined rock pursuant to the Royalty and the royalty agreement will otherwise be preserved.
- (c) The Royalty Payor shall not have any obligation of any nature whatsoever to conduct exploration, development, production or mining activities or operations on or in respect of the Mining Claims and all decisions concerning methods, the extent, times, procedures and techniques of any exploration, development, mining, leaching, milling, processing, extraction treatment, if any, and the materials introduced into the Mining Claims or produced therefrom, and all decisions concerning the sale or other disposition of Products shall be made by the Royalty Payor in its sole and absolute discretion; provided that the Royalty Payor shall conduct all of its activities on the Mining Claims in a commercially prudent manner.

11. Real Property Interest

---

- (a) The Royalty Payor's agreement and covenant to pay the Royalty are covenants coupled with an interest in the Mining Claims and shall burden and run with the Mining Claims, including all amendments, conversions to a lease or other form of tenure, relocations or patent of all or any of the unpatented mining claims which comprise all or part (and then only as to such part) of the Mining Claims, and the mineral products and proceeds of mineral products extracted and produced from the Mining Claims.
- (b) To the extent the Royalty is or is deemed to be an overriding royalty on a leasehold interest in any of the Mining Claims which the Royalty Payor leases or subleases, if the Royalty Payor acquires

ownership of or title to the leased or subleased Mining Claims subject to the Royalty, no merger shall occur, and the Royalty Holder's Royalty will become and remain a direct burden and Royalty on the Mining Claims formerly subject to the lease or sublease in respect of which the Royalty Payor acquires ownership of or title the leased or subleased Mining Claims.

## 12. Confidentiality

---

- (a) No Party nor any of its Affiliates may, directly or indirectly, without the prior written consent of the other Party, disclose to any person any Confidential Information, except that such Confidential Information may be disclosed:
- (i) to such Party's Affiliates or its or their Representatives in the performance of their duties (so long as any such Affiliate or Representative is advised of the confidential nature of such Confidential Information and is directed to keep such Confidential Information confidential and such Party remains liable to the other Party for any breach of confidentiality by such Affiliate or Representative);
  - (ii) to the extent required pursuant to any final and non-appealable request, order, decree or judgment of any Governmental Authority;
  - (iii) in connection with any arbitration proceedings or any legal proceedings for injunctive relief or specific performance based upon, arising out of or relating to the Royalty Agreement;
  - (iv) to the extent that the Confidential Information is in the public domain (other than as a result of a breach of this clause 12 by such Party);
  - (v) to any third party to whom such Party, in good faith, anticipates transferring, directly or indirectly, its interest under the Royalty Agreement or in the Mining Claims; or
  - (vi) to a prospective lender to whom such Party may grant an interest in the Royalty Agreement or the Mining Claims,
- in each case only if such receiving party in clause 12(a)(v) or (vi) has agreed with the disclosing Party to be bound by confidentiality obligations substantially similar to those in this clause 12.
- (b) For purposes of this clause 12, **Confidential Information** consists of all non-public information (including information that is proven to have been derived from such information) provided from one Party or its Affiliates to another Party or its Affiliates in the course of the performance of a Party's obligations under this Agreement.

## 13. Public Announcements

---

- (c) Subject to clause 12, each Party will obtain prior approval (which approval will not be unreasonably withheld) from the other Parties before issuing any press release or public statement (for greater certainty, all references in this clause 13 to a "public statement" includes statements posted on a public website or the like):
- (i) using the names of the other Parties or the names of the other Parties' assignees or of any of their Representatives; or
  - (ii) which contains Confidential Information.

- (d) Any request for such approval shall be accompanied by the full written text of the proposed press release or public statement at least two Business Days prior to its first disclosure or publication, and the non-disclosing Parties shall provide a reply thereto promptly and in any event, within two Business Days of receipt. If pursuant to Applicable Laws a disclosure or publication must be made within a shorter period, the Party intending to make the disclosure shall provide the other Party the full written text of the proposed release or public statement for as long as a period as is practicable in advance of its first disclosure or publication and the non-disclosing Parties shall provide a reply thereto promptly thereafter. With respect to each such proposed press release or public statement:
  - (i) the disclosing Party shall consider all reasonable amendments to such press release or public statement as may be proposed by the non-disclosing Parties; and
  - (ii) the disclosing Party shall be solely and entirely responsible for the contents of such press release or public statement and shall include in such press release or public statement a statement to the disclosing Party's sole and entire responsibility therefor.
- (e) The Parties expressly acknowledge that the royalty agreement may be required to be filed under a Party's SEDAR profile at [www.sedar.com](http://www.sedar.com), subject to such redactions permitted by applicable law or lawful requirements as a Party may require.
- (f) The Royalty Holder acknowledges and agrees that:
  - (i) the Royalty Payor is responsible for evaluating and determining mineral resources and mineral reserves for the Mining Claims, provided that the Royalty Holder will be responsible for its own public reporting of results by its own competent or qualified person; and
  - (ii) the Royalty Holder must not publicly disclose any mineral resources or mineral reserves in respect of the Mining Claims which are inconsistent with or different to results determined by the Royalty Payor (or where the Royalty Payor has not yet determined any mineral resource or mineral reserve, as applicable), without first obtaining the Royalty Payor's prior written consent.

#### 14. Dispute Resolution

---

- a) Any dispute, controversy or claim arising out of, relating to or in connection with, the Royalty Agreement, including any question regarding the existence, validity or termination of the Royalty Agreement (**Dispute**), must be dealt with in accordance with this clause 14.
- b) The Party claiming that a Dispute has arisen must deliver a notice of the Dispute to the other Party adequately identifying the subject matter of the Dispute, including all facts and legal arguments on which that Party relies in relation to that Dispute (**Dispute Notice**).
- c) The Parties must continue to perform their obligations under the Royalty Agreement despite the existence of any Dispute.
- d) Within five Business Days after delivery of a Dispute Notice, the Parties must meet to attempt to resolve the Dispute.
- e) If the Dispute has not been resolved within 10 Business Days after delivery of the Dispute Notice, a member of the senior management of each Party must meet within 20 Business Days after delivery of the Dispute Notice (or within such longer period as the Parties may agree), to attempt to resolve the Dispute.

- f) Any Dispute which has not been resolved within 35 Business Days after delivery of a Dispute Notice, must be referred to and resolved by arbitration which must be conducted in accordance with the arbitration rules of the American Arbitration Association (the **Arbitration Rules**).
- g) The seat and place of arbitration shall be Reno, Nevada.
- h) The language of the arbitration shall be English.
- i) The number of arbitrators shall be one. The arbitrator shall be appointed by the agreement of the parties to the Dispute and in the absence of agreement, pursuant to the Arbitration Rules.
- j) The arbitration shall be conducted on a private and confidential basis, and any and all information exchanged and disclosed during the course of the arbitration shall be used only for the purposes of that arbitration.
- k) The award shall be final and binding on the parties to the Dispute.
- l) Nothing in this clause 14 prevents a Party from seeking urgent injunctive relief or other urgent interlocutory relief.

15. Governing law

---

The Royalty Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without reference to conflicts of law rules.

**ANNEXURE 2 –  
MINING CLAIMS (WITH MAP)**

**List of Mining Claims**

Number	Claim_Name	Company	County Recording Number	BLM NMC Number
1	AGC 97	American Gold Capital US Inc	369234	NMC913043
2	AGC 98	American Gold Capital US Inc	369235	NMC913044
3	AGC 99	American Gold Capita US I Inc	369236	NMC913045
4	AGC 100	American Gold Capital US Inc	369237	NMC913046
5	AGC 101	American Gold Capital US Inc	369238	NMC913047
6	Lex 1	Sierra Denali	369250	NMC912913
7	Lex 2	Sierra Denali	369251	NMC912914
8	Lex 3	Sierra Denali	369252	NMC912915
9	Lex 4	Sierra Denali	369253	NMC912916
10	Lex 5	Sierra Denali	369254	NMC912917
11	Lex 6	Sierra Denali	369255	NMC912918
12	Lex 7	Sierra Denali	369256	NMC912919
13	Lex 8	Sierra Denali	369257	NMC912920
14	Lex 9	Sierra Denali	369258	NMC912921
15	Lex 10	Sierra Denali	369259	NMC912922
16	Lex 11	Sierra Denali	369260	NMC912923
17	Lex 12	Sierra Denali	369261	NMC912924
18	Lex 13	Sierra Denali	369262	NMC912925
19	Lex 14	Sierra Denali	369263	NMC912926
20	Lex 15	Sierra Denali	369264	NMC912927
21	Lex 16	Sierra Denali	369265	NMC912928
22	Lex 17	Sierra Denali	369266	NMC912929
23	Palomino 1	American Gold Capital US Inc	470036	NMC1035160
24	Palomino 2	American Gold Capital US Inc	470037	NMC1035161
25	Palomino 3	American Gold Capital US Inc	470038	NMC1035162
26	Palomino 4	American Gold Capital US Inc	470039	NMC1035163
27	Palomino 5	American Gold Capital US Inc	470040	NMC1035164
28	Palomino 6	American Gold Capital US Inc	470041	NMC1035165
29	Palomino 7	American Gold Capital US Inc	470042	NMC1035166
30	Palomino 8	American Gold Capital US Inc	470043	NMC1035167
31	Palomino 9	American Gold Capital US Inc	470044	NMC1035168
32	Palomino 10	American Gold Capital US Inc	470045	NMC1035169
33	Palomino 11	American Gold Capital US Inc	470046	NMC1035170
34	Palomino 12	American Gold Capital US Inc	470047	NMC1035171
35	Palomino 13	American Gold Capital US Inc	470048	NMC1035172
36	Palomino 14	American Gold Capital US Inc	470049	NMC1035173
37	Palomino 15	American Gold Capital US Inc	470050	NMC1035174
38	Palomino 16	American Gold Capital US Inc	470051	NMC1035175

Number	Claim_Name	Company	County Recording Number	BLM NMC Number
39	Palomino 17	American Gold Capital US Inc	470052	NMC1035176
40	Palomino 18	American Gold Capital US Inc	470053	NMC1035177
41	Palomino 19	American Gold Capital US Inc	470054	NMC1035178
42	Palomino 20	American Gold Capital US Inc	470055	NMC1035179
43	Palomino 21	American Gold Capital US Inc	470056	NMC1035180
44	Palomino 22	American Gold Capital US Inc	470057	NMC1035181
45	Palomino 23	American Gold Capital US Inc	470058	NMC1035182
46	Palomino 24	American Gold Capital US Inc	470059	NMC1035183
47	Palomino 25	American Gold Capital US Inc	470060	NMC1035184
48	Palomino 26	American Gold Capital US Inc	470061	NMC1035185
49	Palomino 27	American Gold Capital US Inc	470062	NMC1035186
50	Palomino 28	American Gold Capital US Inc	470063	NMC1035187
51	Palomino 29	American Gold Capital US Inc	470064	NMC1035188
52	Palomino 30	American Gold Capital US Inc	470065	NMC1035189
53	Palomino 31	American Gold Capital US Inc	470066	NMC1035190
54	Palomino 32	American Gold Capital US Inc	470067	NMC1035191
55	Palomino 33	American Gold Capital US Inc	470068	NMC1035192
56	Palomino 34	American Gold Capital US Inc	470069	NMC1035193
57	Palomino 35	American Gold Capital US Inc	470070	NMC1035194
58	Palomino 36	American Gold Capital US Inc	470071	NMC1035195
59	Palomino 37	American Gold Capital US Inc	470072	NMC1035196
60	Palomino 38	American Gold Capital US Inc	470073	NMC1035197
61	Palomino 39	American Gold Capital US Inc	470074	NMC1035198
62	Palomino 40	American Gold Capital US Inc	470075	NMC1035199
63	Palomino 41	American Gold Capital US Inc	470076	NMC1035200
64	Palomino 42	American Gold Capital US Inc	470077	NMC1035201
65	Palomino 43	American Gold Capital US Inc	470078	NMC1035202
66	Palomino 44	American Gold Capital US Inc	470079	NMC1035203
67	Palomino 45	American Gold Capital US Inc	470080	NMC1035204
68	Palomino 46	American Gold Capital US Inc	470081	NMC1035205
69	Palomino 47	American Gold Capital US Inc	470082	NMC1035206
70	Palomino 48	American Gold Capital US Inc	470083	NMC1035207
71	Palomino 49	American Gold Capital US Inc	470084	NMC1035208
72	Palomino 50	American Gold Capital US Inc	470085	NMC1035209
73	Palomino 51	American Gold Capital US Inc	470086	NMC1035210
74	Palomino 52	American Gold Capital US Inc	470087	NMC1035211
75	Palomino 53	American Gold Capital US Inc	470088	NMC1035212
76	Palomino 54	American Gold Capital US Inc	470089	NMC1035213
77	Palomino 55	American Gold Capital US Inc	470090	NMC1035214
78	Palomino 56	American Gold Capital US Inc	470091	NMC1035215
79	Palomino 57	American Gold Capital US Inc	470092	NMC1035216
80	Palomino 58	American Gold Capital US Inc	470093	NMC1035217

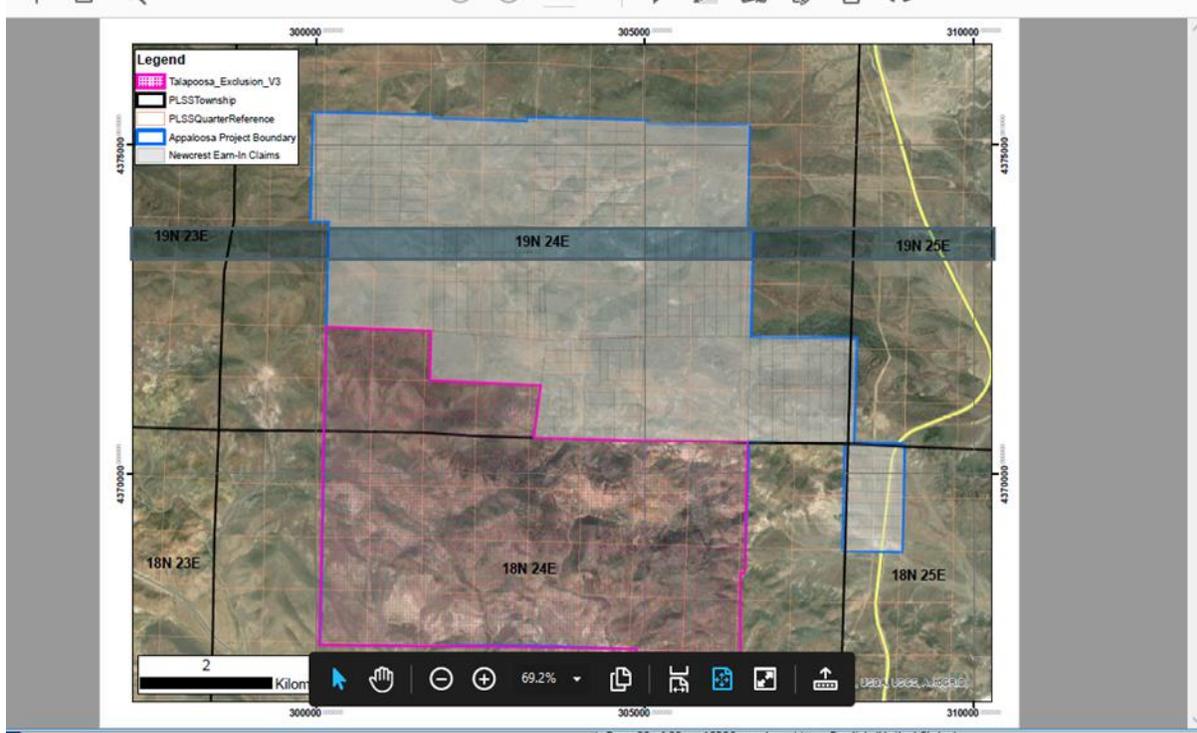
Number	Claim_Name	Company	County Recording Number	BLM NMC Number
81	Palomino 59	American Gold Capital US Inc	470094	NMC1035218
82	Palomino 60	American Gold Capital US Inc	470095	NMC1035219
83	Palomino 61	American Gold Capital US Inc	470096	NMC1035220
84	Palomino 62	American Gold Capital US Inc	470097	NMC1035221
85	Palomino 63	American Gold Capital US Inc	470098	NMC1035222
86	Palomino 64	American Gold Capital US Inc	470099	NMC1035223
87	Palomino 65	American Gold Capital US Inc	470100	NMC1035224
88	Palomino 66	American Gold Capital US Inc	470101	NMC1035225
89	Palomino 67	American Gold Capital US Inc	470102	NMC1035226
90	Palomino 68	American Gold Capital US Inc	470103	NMC1035227
91	Palomino 69	American Gold Capital US Inc	470104	NMC1035228
92	Palomino 70	American Gold Capital US Inc	470105	NMC1035229
93	Palomino 71	American Gold Capital US Inc	470106	NMC1035230
94	Palomino 72	American Gold Capital US Inc	470107	NMC1035231
95	Sorrel 1	American Gold Capital US Inc	470109	NMC1035142
96	Sorrel 2	American Gold Capital US Inc	470110	NMC1035143
97	Sorrel 3	American Gold Capital US Inc	470111	NMC1035144
98	Sorrel 4	American Gold Capital US Inc	470112	NMC1035145
99	Sorrel 5	American Gold Capital US Inc	470113	NMC1035146
100	Sorrel 6	American Gold Capital US Inc	470114	NMC1035147
101	Sorrel 7	American Gold Capital US Inc	470115	NMC1035148
102	Sorrel 8	American Gold Capital US Inc	470116	NMC1035149
103	Sorrel 9	American Gold Capital US Inc	470117	NMC1035150
104	Sorrel 10	American Gold Capital US Inc	470118	NMC1035151
105	Sorrel 11	American Gold Capital US Inc	470119	NMC1035152
106	Sorrel 12	American Gold Capital US Inc	470120	NMC1035153
107	Sorrel 13	American Gold Capital US Inc	470121	NMC1035154
108	Sorrel 14	American Gold Capital US Inc	470122	NMC1035155
109	Sorrel 15	American Gold Capital US Inc	470123	NMC1035156
110	Sorrel 16	American Gold Capital US Inc	470124	NMC1035157
111	Sorrel 17	American Gold Capital US Inc	470125	NMC1035158
112	Sorrel 18	American Gold Capital US Inc	470126	NMC1035159
113	TAL 209	American Gold Capital US Inc	391544	NMC934874
114	TAL 210	American Gold Capital US Inc	391545	NMC934875
115	TAL 211	American Gold Capital US Inc	391546	NMC934876
116	TAL 212	American Gold Capital US Inc	391547	NMC934877
117	TAL 213	American Gold Capital US Inc	391548	NMC934878
118	TAL 214	American Gold Capital US Inc	391549	NMC934879
119	TAL 215	American Gold Capital US Inc	391550	NMC934880
120	TAL 216	American Gold Capital US Inc	391551	NMC934881
121	TAL 217	American Gold Capital US Inc	391552	NMC934882
122	TAL 218	American Gold Capital US Inc	391553	NMC934883

Number	Claim_Name	Company	County Recording Number	BLM NMC Number
123	TAL 219	American Gold Capital US Inc	391554	NMC934884
124	TAL 220	American Gold Capital US Inc	391555	NMC934885
125	TAL 221	American Gold Capital US Inc	391556	NMC934886
126	TAL 222	American Gold Capital US Inc	391557	NMC934887
127	TAL 223	American Gold Capital US Inc	391558	NMC934888
128	TAL 224	American Gold Capital US Inc	391559	NMC934889
129	TAL 225	American Gold Capital US Inc	391560	NMC934890
130	TAL 226	American Gold Capital US Inc	391561	NMC934891
131	TAL 227	American Gold Capital US Inc	391562	NMC934892
132	TAL 228	American Gold Capital US Inc	391563	NMC934893
133	TAL 229	American Gold Capital US Inc	391564	NMC934894
134	TAL 230	American Gold Capital US Inc	391565	NMC934895
135	TAL 231	American Gold Capital US Inc	391566	NMC934896
136	TAL 232	American Gold Capital US Inc	391567	NMC934897
137	TAL 233	American Gold Capital US Inc	391568	NMC934898
138	TAL 234	American Gold Capital US Inc	391569	NMC934899
139	TAL 235	American Gold Capital US Inc	391570	NMC934900
140	TAL 236	American Gold Capital US Inc	391571	NMC934901
141	TAL 237	American Gold Capital US Inc	391572	NMC934902
142	TAL 238	American Gold Capital US Inc	391573	NMC934903
143	TAL 239	American Gold Capital US Inc	391574	NMC934904
144	TAL 240	American Gold Capital US Inc	391575	NMC934905
145	TAL 241	American Gold Capital US Inc	391576	NMC934906
146	TAL 242	American Gold Capital US Inc	391577	NMC934907
147	TAL 243	American Gold Capital US Inc	391578	NMC934908
148	TAL 244	American Gold Capital US Inc	391579	NMC934909
149	TAL 245	American Gold Capital US Inc	391580	NMC934910
150	TAL 246	American Gold Capital US Inc	391581	NMC934911
151	TAL 247	American Gold Capital US Inc	391582	NMC934912
152	TAL 248	American Gold Capital US Inc	391583	NMC934913
153	TAL 249	American Gold Capital US Inc	391584	NMC934914
154	TAL 250	American Gold Capital US Inc	391585	NMC934915
155	TAL 251	American Gold Capital US Inc	391586	NMC934916
156	TAL 252	American Gold Capital US Inc	391587	NMC934917
157	TAL 253	American Gold Capital US Inc	391588	NMC934918
158	TAL 254	American Gold Capital US Inc	391589	NMC934919
159	TAL 255	American Gold Capital US Inc	391590	NMC934920
160	TAL 256	American Gold Capital US Inc	391591	NMC934921
161	TAL 257	American Gold Capital US Inc	391592	NMC934922
162	TAL 258	American Gold Capital US Inc	391593	NMC934923
163	TAL 259	American Gold Capital US Inc	391594	NMC934924
164	TAL 260	American Gold Capital US Inc	391595	NMC934925

Number	Claim_Name	Company	County Recording Number	BLM NMC Number
165	TAL 261	American Gold Capital US Inc	391596	NMC934926
166	TAL 262	American Gold Capital US Inc	391597	NMC934927
167	TAL 263	American Gold Capital US Inc	391598	NMC934928
168	TAL 264	American Gold Capital US Inc	391599	NMC934929
169	TAL 265	American Gold Capital US Inc	391600	NMC934930
170	TAL 266	American Gold Capital US Inc	391601	NMC934931
171	TAL 267	American Gold Capital US Inc	391602	NMC934932
172	TAL 268	American Gold Capital US Inc	391603	NMC934933
173	TAL 269	American Gold Capital US Inc	391604	NMC934934
174	TAL 270	American Gold Capital US Inc	391605	NMC934935
175	TAL 271	American Gold Capital US Inc	391606	NMC934936
176	TAL 272	American Gold Capital US Inc	391607	NMC934937
177	TAL 273	American Gold Capital US Inc	391608	NMC934938
178	TAL 274	American Gold Capital US Inc	391609	NMC934939
179	TAL 275	American Gold Capital US Inc	391610	NMC934940
180	TAL 276	American Gold Capital US Inc	391611	NMC934941
181	TAL 277	American Gold Capital US Inc	391612	NMC934942
182	TAL 278	American Gold Capital US Inc	391613	NMC934943
183	TAL 279	American Gold Capital US Inc	391614	NMC934944
184	TAL 280	American Gold Capital US Inc	391615	NMC934945
185	TAL 281	American Gold Capital US Inc	391616	NMC934946
186	TAL 282	American Gold Capital US Inc	391617	NMC934947
187	TAL 283	American Gold Capital US Inc	391618	NMC934948
188	TAL 284	American Gold Capital US Inc	391619	NMC934949
189	TAL 285	American Gold Capital US Inc	391620	NMC934950
190	TAL 286	American Gold Capital US Inc	391621	NMC934951
191	TAL 287	American Gold Capital US Inc	391622	NMC934952
192	TAL 288	American Gold Capital US Inc	391623	NMC934953
193	TAL 289	American Gold Capital US Inc	391624	NMC934954
194	TAL 290	American Gold Capital US Inc	391625	NMC934955
195	TAL 291	American Gold Capital US Inc	391626	NMC934956
196	TAL 292	American Gold Capital US Inc	391627	NMC934957
197	TAL 293	American Gold Capital US Inc	391628	NMC934958
198	TAL 294	American Gold Capital US Inc	391629	NMC934959
199	TAL 295	American Gold Capital US Inc	391630	NMC934960
200	TAL 296	American Gold Capital US Inc	391631	NMC934961
201	TAL 297	American Gold Capital US Inc	391632	NMC934962
202	TAL 298	American Gold Capital US Inc	391633	NMC934963
203	TAL 299	American Gold Capital US Inc	391634	NMC934964
204	TAL 300	American Gold Capital US Inc	391635	NMC934965
205	TAL 301	American Gold Capital US Inc	391636	NMC934966
206	TAL 302	American Gold Capital US Inc	391637	NMC934967

Number	Claim_Name	Company	County Recording Number	BLM NMC Number
207	TAL 303	American Gold Capital US Inc	391638	NMC934968
208	TAL 304	American Gold Capital US Inc	391639	NMC934969
209	TAL 305	American Gold Capital US Inc	391640	NMC934970
210	TAL 306	American Gold Capital US Inc	391641	NMC934971
211	TAL 307	American Gold Capital US Inc	391642	NMC934972
212	TAL 308	American Gold Capital US Inc	391643	NMC934973
213	TAL 309	American Gold Capital US Inc	391644	NMC934974
214	TAL 310	American Gold Capital US Inc	391645	NMC934975
215	TAL 311	American Gold Capital US Inc	391646	NMC934976
216	TAL 312	American Gold Capital US Inc	391647	NMC934977
217	TAL 313	American Gold Capital US Inc	391648	NMC934978
218	TAL 314	American Gold Capital US Inc	391649	NMC934979
219	TAL 315	American Gold Capital US Inc	391650	NMC934980
220	TAL 316	American Gold Capital US Inc	391651	NMC934981
221	TAL 317	American Gold Capital US Inc	391652	NMC934982
222	TAL 318	American Gold Capital US Inc	391653	NMC934983
223	TAL 319	American Gold Capital US Inc	391654	NMC934984
224	TAL 320	American Gold Capital US Inc	391655	NMC934985
225	TAL 321	American Gold Capital US Inc	391656	NMC934986
226	TAL 322	American Gold Capital US Inc	391657	NMC934987
227	TAL 323	American Gold Capital US Inc	391658	NMC934988
228	TAL 324	American Gold Capital US Inc	391659	NMC934989
229	TAL 325	American Gold Capital US Inc	391660	NMC934990
230	TAL 326	American Gold Capital US Inc	391661	NMC934991
231	TAL 327	American Gold Capital US Inc	391662	NMC934992
232	TAL 328	American Gold Capital US Inc	391663	NMC934993
233	TAL 329	American Gold Capital US Inc	391664	NMC934994
234	TAL 330	American Gold Capital US Inc	391665	NMC934995
235	Nevada Bighorns 19N 24E S21	Nevada Bighorns		
236	Nevada Bighorns 19N 24E S23	Nevada Bighorns		
237	Sario 19N 24E S27	Sario Livestock Co		
238	Sario 19N 24E S29	Sario Livestock Co		
239	Sario 19N 24E S33 NW quarter section	Sario Livestock Co		
240	Sario 19N 24E S33 NE quarter section	Sario Livestock Co		
241	Sario 19N 24E S35	Sario Livestock Co		

# Map of Mining Claims



**ANNEXURE 3 -  
TALAPOOSA MINING CLAIMS**

<b>CLAIM NAME AND/ OR NUMBER</b>	<b>COMPANY</b>	<b>COUNTY RECORDING DOCUMENT NUMBER</b>	<b>BLM NMC NUMBER</b>
ALPHA	American Gold Capital US Inc	369121	NMC912930
ALPHA FR	American Gold Capital US Inc	369122	NMC912931
CUBA	American Gold Capital US Inc	369123	NMC912932
EQUITY 1	American Gold Capital US Inc	369124	NMC912933
EQUITY 2	American Gold Capital US Inc	369125	NMC912934
FIRST STRIKE GEORGIA AMENDED	American Gold Capital US Inc American Gold Capital US Inc	369126 369127	NMC912935 NMC912936
JUSTICE	American Gold Capital US Inc	369128	NMC912937
JUSTICE FR	American Gold Capital US Inc	369129	NMC912938
LINCOLN 3	American Gold Capital US Inc	369130	NMC912939
OMEGA	American Gold Capital US Inc	369131	NMC912940
SECOND STRIKE	American Gold Capital US Inc	369132	NMC912941
VIRGINIA VIRGINIA EXTENSION	American Gold Capital US Inc American Gold Capital US Inc	369133 369134	NMC912942 NMC912943
WEDGE 1	American Gold Capital US Inc	369135	NMC912944
WEDGE 2	American Gold Capital US Inc	369136	NMC912945
WEDGE 3	American Gold Capital US Inc	369137	NMC912946
AGC 1	American Gold Capital US Inc	369138	NMC912947
AGC 2	American Gold Capital US Inc	369139	NMC912948
AGC 3	American Gold Capital US Inc	369140	NMC912949
AGC 4	American Gold Capital US Inc	369141	NMC912950
AGC 5	American Gold Capital US Inc	369142	NMC912951

AGC 6	American Gold Capital US Inc	369143	NMC912952
AGC 7	American Gold Capital US Inc	369144	NMC912953
AGC 8	American Gold Capital US Inc	369145	NMC912954
AGC 9	American Gold Capital US Inc	369146	NMC912955
AGC 10	American Gold Capital US Inc	369147	NMC912956
AGC 11	American Gold Capital US Inc	369148	NMC912957
AGC 12	American Gold Capital US Inc	369149	NMC912958
AGC 13	American Gold Capital US Inc	369150	NMC912959
AGC 14	American Gold Capital US Inc	369151	NMC912960
AGC 15	American Gold Capital US Inc	369152	NMC912961
AGC 16	American Gold Capital US Inc	369153	NMC912962
AGC 17	American Gold Capital US Inc	369154	NMC912963
AGC 18	American Gold Capital US Inc	369155	NMC912964
AGC 19	American Gold Capital US Inc	369156	NMC912965
AGC 20	American Gold Capital US Inc	369157	NMC912966
AGC 21	American Gold Capital US Inc	369158	NMC912967
AGC 22	American Gold Capital US Inc	369159	NMC912968
AGC 23	American Gold Capital US Inc	369160	NMC912969
AGC 24	American Gold Capital US Inc	369161	NMC912970
AGC 25	American Gold Capital US Inc	369162	NMC912971
AGC 26	American Gold Capital US Inc	369163	NMC912972
AGC 27	American Gold Capital US Inc	369164	NMC912973
AGC 28	American Gold Capital US Inc	369165	NMC912974
AGC 29	American Gold Capital US Inc	369166	NMC912975
AGC 30	American Gold Capital US Inc	369167	NMC912976
AGC 31	American Gold Capital US Inc	369168	NMC912977
AGC 32	American Gold Capital US Inc	369169	NMC912978
AGC 33	American Gold Capital US Inc	369170	NMC912979
AGC 34	American Gold Capital US Inc	369171	NMC912980

AGC 35	American Gold Capital US Inc	369172	NMC912981
AGC 36	American Gold Capital US Inc	369173	NMC912982
AGC 37	American Gold Capital US Inc	369174	NMC912983
AGC 38	American Gold Capital US Inc	369175	NMC912984
AGC 39	American Gold Capital US Inc	369176	NMC912985
AGC 40	American Gold Capital US Inc	369177	NMC912986
AGC 41	American Gold Capital US Inc	369178	NMC912987
AGC 42	American Gold Capital US Inc	369179	NMC912988
AGC 43	American Gold Capital US Inc	369180	NMC912989
AGC 44	American Gold Capital US Inc	369181	NMC912990
AGC 45	American Gold Capital US Inc	369182	NMC912991
AGC 46	American Gold Capital US Inc	369183	NMC912992
AGC 47	American Gold Capital US Inc	369184	NMC912993
AGC 48	American Gold Capital US Inc	369185	NMC912994
AGC 49	American Gold Capital US Inc	369186	NMC912995
AGC 50	American Gold Capital US Inc	369187	NMC912996
AGC 51	American Gold Capital US Inc	369188	NMC912997
AGC 52	American Gold Capital US Inc	369189	NMC912998
AGC 53	American Gold Capital US Inc	369190	NMC912999
AGC 54	American Gold Capital US Inc	369191	NMC913000
AGC 55	American Gold Capital US Inc	369192	NMC913001
AGC 56	American Gold Capital US Inc	369193	NMC913002
AGC 57	American Gold Capital US Inc	369194	NMC913003
AGC 58	American Gold Capital US Inc	369195	NMC913004
AGC 59	American Gold Capital US Inc	369196	NMC913005
AGC 60	American Gold Capital US Inc	369197	NMC913006
AGC 61	American Gold Capital US Inc	369198	NMC913007
AGC 62	American Gold Capital US Inc	369199	NMC913008
AGC 63	American Gold Capital US Inc	369200	NMC913009

AGC 64	American Gold Capital US Inc	369201	NMC913010
AGC 65	American Gold Capital US Inc	369202	NMC913011
AGC 66	American Gold Capital US Inc	369203	NMC913012
AGC 67	American Gold Capital US Inc	369204	NMC913013
AGC 68	American Gold Capital US Inc	369205	NMC913014
AGC 69	American Gold Capital US Inc	369206	NMC913015
AGC 70	American Gold Capital US Inc	369207	NMC913016
AGC 71	American Gold Capital US Inc	369208	NMC913017
AGC 72	American Gold Capital US Inc	369209	NMC913018
AGC 73	American Gold Capital US Inc	369210	NMC913019
AGC 74	American Gold Capital US Inc	369211	NMC913020
AGC 75	American Gold Capital US Inc	369212	NMC913021
AGC 76	American Gold Capital US Inc	369213	NMC913022
AGC 77	American Gold Capital US Inc	369214	NMC913023
AGC 78	American Gold Capital US Inc	369215	NMC913024
AGC 79	American Gold Capital US Inc	369216	NMC913025
AGC 80	American Gold Capital US Inc	369217	NMC913026
AGC 81	American Gold Capital US Inc	369218	NMC913027
AGC 82	American Gold Capital US Inc	369219	NMC913028
AGC 83	American Gold Capital US Inc	369220	NMC913029
AGC 84	American Gold Capital US Inc	369221	NMC913030
AGC 85	American Gold Capital US Inc	369222	NMC913031
AGC 86	American Gold Capital US Inc	369223	NMC913032
AGC 87	American Gold Capital US Inc	369224	NMC913033
AGC 88	American Gold Capital US Inc	369225	NMC913034
AGC 89	American Gold Capital US Inc	369226	NMC913035
AGC 90	American Gold Capital US Inc	369227	NMC913036
AGC 91	American Gold Capital US Inc	369228	NMC913037
AGC 92	American Gold Capital US Inc	369229	NMC913038

AGC 93	American Gold Capital US Inc	369230	NMC913039
AGC 94	American Gold Capital US Inc	369231	NMC913040
AGC 95	American Gold Capital US Inc	369232	NMC913041
AGC 96	American Gold Capital US Inc	369233	NMC913042
AGC 102	American Gold Capital US Inc	369239	NMC913048
TAL 1	American Gold Capital US Inc	391336	NMC934666
TAL 2	American Gold Capital US Inc	391337	NMC934667
TAL 3	American Gold Capital US Inc	391338	NMC934668
TAL 4	American Gold Capital US Inc	391339	NMC934669
TAL 5	American Gold Capital US Inc	391340	NMC934670
TAL 6	American Gold Capital US Inc	391341	NMC934671
TAL 7	American Gold Capital US Inc	391342	NMC934672
TAL 8	American Gold Capital US Inc	391343	NMC934673
TAL 9	American Gold Capital US Inc	391344	NMC934674
TAL 10	American Gold Capital US Inc	391345	NMC934675
TAL 11	American Gold Capital US Inc	391346	NMC934676
TAL 12	American Gold Capital US Inc	391347	NMC934677
TAL 13	American Gold Capital US Inc	391348	NMC934678
TAL 14	American Gold Capital US Inc	391349	NMC934679
TAL 15	American Gold Capital US Inc	391350	NMC934680
TAL 16	American Gold Capital US Inc	391351	NMC934681
TAL 17	American Gold Capital US Inc	391352	NMC934682
TAL 18	American Gold Capital US Inc	391353	NMC934683
TAL 19	American Gold Capital US Inc	391354	NMC934684
TAL 20	American Gold Capital US Inc	391355	NMC934685
TAL 21	American Gold Capital US Inc	391356	NMC934686
TAL 22	American Gold Capital US Inc	391357	NMC934687
TAL 23	American Gold Capital US Inc	391358	NMC934688

TAL 24	American Gold Capital US Inc	391359	NMC934689
TAL 25	American Gold Capital US Inc	391360	NMC934690
TAL 26	American Gold Capital US Inc	391361	NMC934691
TAL 27	American Gold Capital US Inc	391362	NMC934692
TAL 28	American Gold Capital US Inc	391363	NMC934693
TAL 29	American Gold Capital US Inc	391364	NMC934694
TAL 30	American Gold Capital US Inc	391365	NMC934695
TAL 31	American Gold Capital US Inc	391366	NMC934696
TAL 32	American Gold Capital US Inc	391367	NMC934697
TAL 33	American Gold Capital US Inc	391368	NMC934698
TAL 34	American Gold Capital US Inc	391369	NMC934699
TAL 35	American Gold Capital US Inc	391370	NMC934700
TAL 36	American Gold Capital US Inc	391371	NMC934701
TAL 37	American Gold Capital US Inc	391372	NMC934702
TAL 38	American Gold Capital US Inc	391373	NMC934703
TAL 39	American Gold Capital US Inc	391374	NMC934704
TAL 40	American Gold Capital US Inc	391375	NMC934705
TAL 41	American Gold Capital US Inc	391376	NMC934706
TAL 42	American Gold Capital US Inc	391377	NMC934707
TAL 43	American Gold Capital US Inc	391378	NMC934708
TAL 44	American Gold Capital US Inc	391379	NMC934709
TAL 45	American Gold Capital US Inc	391380	NMC934710
TAL 46	American Gold Capital US Inc	391381	NMC934711
TAL 47	American Gold Capital US Inc	391382	NMC934712
TAL 48	American Gold Capital US Inc	391383	NMC934713
TAL 49	American Gold Capital US Inc	391384	NMC934714
TAL 50	American Gold Capital US Inc	391385	NMC934715
TAL 51	American Gold Capital US Inc	391386	NMC934716
TAL 52	American Gold Capital US Inc	391387	NMC934717

TAL 53	American Gold Capital US Inc	391388	NMC934718
TAL 54	American Gold Capital US Inc	391389	NMC934719
TAL 55	American Gold Capital US Inc	391390	NMC934720
TAL 56	American Gold Capital US Inc	391391	NMC934721
TAL 57	American Gold Capital US Inc	391392	NMC934722
TAL 58	American Gold Capital US Inc	391393	NMC934723
TAL 59	American Gold Capital US Inc	391394	NMC934724
TAL 60	American Gold Capital US Inc	391395	NMC934725
TAL 61	American Gold Capital US Inc	391396	NMC934726
TAL 62	American Gold Capital US Inc	391397	NMC934727
TAL 63	American Gold Capital US Inc	391398	NMC934728
TAL 64	American Gold Capital US Inc	391399	NMC934729
TAL 65	American Gold Capital US Inc	391400	NMC934730
TAL 66	American Gold Capital US Inc	391401	NMC934731
TAL 67	American Gold Capital US Inc	391402	NMC934732
TAL 68	American Gold Capital US Inc	391403	NMC934733
TAL 69	American Gold Capital US Inc	391404	NMC934734
TAL 70	American Gold Capital US Inc	391405	NMC934735
TAL 71	American Gold Capital US Inc	391406	NMC934736
TAL 72	American Gold Capital US Inc	391407	NMC934737
TAL 73	American Gold Capital US Inc	391408	NMC934738
TAL 74	American Gold Capital US Inc	391409	NMC934739
TAL 75	American Gold Capital US Inc	391410	NMC934740
TAL 76	American Gold Capital US Inc	391411	NMC934741
TAL 77	American Gold Capital US Inc	391412	NMC934742
TAL 78	American Gold Capital US Inc	391413	NMC934743
TAL 79	American Gold Capital US Inc	391414	NMC934744
TAL 80	American Gold Capital US Inc	391415	NMC934745
TAL 81	American Gold Capital US Inc	391416	NMC934746

TAL 82	American Gold Capital US Inc	391417	NMC934747
TAL 83	American Gold Capital US Inc	391418	NMC934748
TAL 84	American Gold Capital US Inc	391419	NMC934749
TAL 85	American Gold Capital US Inc	391420	NMC934750
TAL 86	American Gold Capital US Inc	391421	NMC934751
TAL 87	American Gold Capital US Inc	391422	NMC934752
TAL 88	American Gold Capital US Inc	391423	NMC934753
TAL 89	American Gold Capital US Inc	391424	NMC934754
TAL 90	American Gold Capital US Inc	391425	NMC934755
TAL 91	American Gold Capital US Inc	391426	NMC934756
TAL 92	American Gold Capital US Inc	391427	NMC934757
TAL 93	American Gold Capital US Inc	391428	NMC934758
TAL 94	American Gold Capital US Inc	391429	NMC934759
TAL 95	American Gold Capital US Inc	391430	NMC934760
TAL 96	American Gold Capital US Inc	391431	NMC934761
TAL 97	American Gold Capital US Inc	391432	NMC934762
TAL 98	American Gold Capital US Inc	391433	NMC934763
TAL 99	American Gold Capital US Inc	391434	NMC934764
TAL 100	American Gold Capital US Inc	391435	NMC934765
TAL 101	American Gold Capital US Inc	391436	NMC934766
TAL 102	American Gold Capital US Inc	391437	NMC934767
TAL 103	American Gold Capital US Inc	391438	NMC934768
TAL 104	American Gold Capital US Inc	391439	NMC934769
TAL 105	American Gold Capital US Inc	391440	NMC934770
TAL 106	American Gold Capital US Inc	391441	NMC934771
TAL 107	American Gold Capital US Inc	391442	NMC934772
TAL 108	American Gold Capital US Inc	391443	NMC934773
TAL 109	American Gold Capital US Inc	391444	NMC934774
TAL 110	American Gold Capital US Inc	391445	NMC934775

TAL 111	American Gold Capital US Inc	391446	NMC934776
TAL 112	American Gold Capital US Inc	391447	NMC934777
TAL 113	American Gold Capital US Inc	391448	NMC934778
TAL 114	American Gold Capital US Inc	391449	NMC934779
TAL 115	American Gold Capital US Inc	391450	NMC934780
TAL 116	American Gold Capital US Inc	391451	NMC934781
TAL 117	American Gold Capital US Inc	391452	NMC934782
TAL 118	American Gold Capital US Inc	391453	NMC934783
TAL 119	American Gold Capital US Inc	391454	NMC934784
TAL 120	American Gold Capital US Inc	391455	NMC934785
TAL 121	American Gold Capital US Inc	391456	NMC934786
TAL 122	American Gold Capital US Inc	391457	NMC934787
TAL 123	American Gold Capital US Inc	391458	NMC934788
TAL 124	American Gold Capital US Inc	391459	NMC934789
TAL 125	American Gold Capital US Inc	391460	NMC934790
TAL 126	American Gold Capital US Inc	391461	NMC934791
TAL 127	American Gold Capital US Inc	391462	NMC934792
TAL 128	American Gold Capital US Inc	391463	NMC934793
TAL 129	American Gold Capital US Inc	391464	NMC934794
TAL 130	American Gold Capital US Inc	391465	NMC934795
TAL 131	American Gold Capital US Inc	391466	NMC934796
TAL 132	American Gold Capital US Inc	391467	NMC934797
TAL 133	American Gold Capital US Inc	391468	NMC934798
TAL 134	American Gold Capital US Inc	391469	NMC934799
TAL 135	American Gold Capital US Inc	391470	NMC934800
TAL 136	American Gold Capital US Inc	391471	NMC934801
TAL 137	American Gold Capital US Inc	391472	NMC934802
TAL 138	American Gold Capital US Inc	391473	NMC934803
TAL 139	American Gold Capital US Inc	391474	NMC934804

TAL 140	American Gold Capital US Inc	391475	NMC934805
TAL 141	American Gold Capital US Inc	391476	NMC934806
TAL 142	American Gold Capital US Inc	391477	NMC934807
TAL 143	American Gold Capital US Inc	391478	NMC934808
TAL 144	American Gold Capital US Inc	391479	NMC934809
TAL 145	American Gold Capital US Inc	391480	NMC934810
TAL 146	American Gold Capital US Inc	391481	NMC934811
TAL 147	American Gold Capital US Inc	391482	NMC934812
TAL 148	American Gold Capital US Inc	391483	NMC934813
TAL 149	American Gold Capital US Inc	391484	NMC934814
TAL 150	American Gold Capital US Inc	391485	NMC934815
TAL 151	American Gold Capital US Inc	391486	NMC934816
TAL 152	American Gold Capital US Inc	391487	NMC934817
TAL 153	American Gold Capital US Inc	391488	NMC934818
TAL 154	American Gold Capital US Inc	391489	NMC934819
TAL 155	American Gold Capital US Inc	391490	NMC934820
TAL 156	American Gold Capital US Inc	391491	NMC934821
TAL 157	American Gold Capital US Inc	391492	NMC934822
TAL 158	American Gold Capital US Inc	391493	NMC934823
TAL 159	American Gold Capital US Inc	391494	NMC934824
TAL 160	American Gold Capital US Inc	391495	NMC934825
TAL 161	American Gold Capital US Inc	391496	NMC934826
TAL 162	American Gold Capital US Inc	391497	NMC934827
TAL 163	American Gold Capital US Inc	391498	NMC934828
TAL 164	American Gold Capital US Inc	391499	NMC934829
TAL 165	American Gold Capital US Inc	391500	NMC934830
TAL 166	American Gold Capital US Inc	391501	NMC934831
TAL 167	American Gold Capital US Inc	391502	NMC934832
TAL 168	American Gold Capital US Inc	391503	NMC934833

TAL 169	American Gold Capital US Inc	391504	NMC934834
TAL 170	American Gold Capital US Inc	391505	NMC934835
TAL 171	American Gold Capital US Inc	391506	NMC934836
TAL 172	American Gold Capital US Inc	391507	NMC934837
TAL 173	American Gold Capital US Inc	391508	NMC934838
Washington	American Gold Capital US Inc		NMC117406
Lincoln #1	American Gold Capital US Inc		NMC117407
Lincoln #2	American Gold Capital US Inc		NMC117408
Jefferson	American Gold Capital US Inc		NMC117409
Roosevelt	American Gold Capital US Inc		NMC117410
Essex 1	Sierra Denali Minerals, Inc	369241	NMC912904
Essex 2	Sierra Denali Minerals, Inc	369242	NMC912905
Essex 3	Sierra Denali Minerals, Inc	369243	NMC912906
Essex 4	Sierra Denali Minerals, Inc	369244	NMC912907
Essex 5	Sierra Denali Minerals, Inc	369245	NMC912908
Lexington 1	Sierra Denali Minerals, Inc	369246	NMC912909
Lexington 2	Sierra Denali Minerals, Inc	369247	NMC912910
Lexington 3	Sierra Denali Minerals, Inc	369248	NMC912911
Lexington 4	Sierra Denali Minerals, Inc	369249	NMC912912
Sario 19N 24E S33 SE quarter section, SW quarter section	Sario Livestock Co		
AGC Fee Land – Parcel Number 015- 091-03	American Gold Capital US Inc.		

#### ANNEXURE 4 - PROCESS TO DETERMINE FAIR VALUE

1. The Parties must first use their reasonable endeavours to seek to agree the Fair Value by discussions in good faith. If the Parties are unable to agree the Fair Value within a period of 60 days, then each Party must give the other Party notice of its assessment of the value within a further 10 Business Days.
2. If the values nominated by the Parties are within 10% of each other, then the average of those values will be the Fair Value. If a Party fails to nominate a value within 10 Business Days, then the value nominated by the other Party will be the Fair Value.
3. If the values nominated by the Parties are not within 10% of each other, the Parties must appoint an independent expert valuer (**Valuer**) to determine which of the values nominated by the Parties will be the Fair Value (and accordingly the purchase price payable). If the Parties cannot agree on the appointment of the Valuer within 20 Business Days, the Valuer will be appointed by the President of the International Institute of Minerals Appraisers.
4. Each Party may make a submission to the Valuer within 10 Business Days of its appointment which sets out the basis (including supporting data, calculations and assumptions) on which it determined its nominated value (a copy of which must be provided to the other Party by no later than the expiry of the 10<sup>th</sup> Business Day).
5. In determining which of the two values nominated by the Parties is to be the Fair Value, the Valuer must take into account the following matters (where relevant);
  - a) broker consensus price forecasts for gold, silver and copper prices sourced from reputable broker reports (excluding the highest price forecast and lowest price forecast);
  - b) quantum and nature of reserves and resources;
  - c) exploration upside potential;
  - d) projected capital and operating costs of further exploration up to a decision to mine and of development and expansion over project life;
  - e) regulatory considerations (including environment, rehabilitation obligations, heritage and tax) and underlying royalties encumbering the project;
  - f) the value of relevant assets or projects on a discount cash flow basis;
  - g) appropriate discount rate to be applied to a project at the same stage of development, in the location of the project and considering other relevant factors including likelihood of mine development proceeding; and
  - h) consideration paid for comparable assets in comparable transactions.
6. The Valuer shall complete its assessment within 20 Business Days after receiving the Parties' submissions and deliver a copy of its determination to all Parties.
7. The Valuer acts an expert and not an arbitrator.
8. The determination of the Valuer will be final and binding on the Parties and not subject to review save and except for in the event of fraud.
9. After the Fair Value has been determined, the acquiring party will have 30 Business Days to elect whether to exercise its option.

**ANNEXURE 5 - FORM OF NEWCREST DEED OF ASSIGNMENT**

[Note: The form of Deed of Assignment is subject to confirmation from Nevada counsel to confirm compliance with local law requirements.]

Assessor's Parcel No.: \_\_\_\_\_

Recorded at the request of  
and when recorded return to:

Newcrest Resources Inc.  
7600 E. Orchard Road, Suite 260S  
Greenwood Village, Colorado 80111 USA

The undersigned affirms that this document does not  
contain the personal information of any person.

**Assignment and Deed of Mining Claims and Leases  
Lyon County, Nevada**

This Assignment and Deed of Mining Claims and Leases ("**Assignment**") is made by and between American Gold Capital US Inc., a Nevada corporation ("**Grantor**"), and Newcrest Resources Inc., a Delaware corporation ("**Grantee**"), and dated effective this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**").

**Recitals**

- A. Grantor is the owner of the Project Assets (as defined below).
- B. Grantor, Gunpoint Exploration Ltd., a British Columbia corporation, and Grantee are parties to the Farm-In Agreement dated \_\_\_\_\_, 2022 (the "**Farm-In Agreement**") in accordance with which Grantor granted to Grantee the option to earn an undivided interest in the Project Assets (as defined below) and to form a joint venture for the parties' exploration for and development and mining of the minerals on the Properties (as defined below).
- C. Grantee has completed the conditions precedent to Grantee's acquisition of an undivided \_\_\_\_\_ percent (\_\_\_%) interest in and to the Project Assets (the "**Earned Interest**") and Grantee has exercised its option to acquire title to the Earned Interest.
- D. Grantor desires to assign, convey and transfer to Grantee the Earned Interest and Grantee desires to acquire the Earned Interest and to assume Grantor's obligations in respect of the Earned Interest.

Now, therefore, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties

agree as follows:

1. Effective as of the Effective Date, Grantor assigns, conveys and transfers to Grantee an undivided \_\_\_\_\_ percent (\_\_\_\_) interest in and to the following (collectively, the “**Project Assets**”):

*[to insert definition of “Project Assets” from Farm-in Agreement]*

2. Effective as of the Effective Date, Grantee accepts, assumes and agrees to perform all of Grantor’s obligations to the extent of the Earned Interest in the Property.

3. Grantor hereby fully warrants to Grantee and its successors and assigns title to the Project Assets from and against all persons whomsoever, and warrants that the Project Assets are free of all Encumbrances other than Permitted Encumbrances.

4. This Assignment is executed and delivered in accordance with and subject to the Farm-In Agreement and the parties’ representations and warranties in the Farm-In Agreement.

5. Capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Farm-In Agreement.

6. This Assignment may be executed and delivered in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

(signatures on following pages)





**ANNEXURE 6- FORM OF MEMORANDUM**

Note: The form of Memorandum is subject to confirmation from Nevada counsel to confirm compliance with local law requirements.]

Assessor Parcel Nos. - \_\_\_\_\_

Recorded at the request of and after recording, please return to:  
Welborn Sullivan Meck & Tooley, P.C.  
Attn: Amy Seneshen  
1401 Lawrence St., Suite 1800  
Denver, CO 80202

The undersigned affirm that this document does not contain the personal information of any person.

**MEMORANDUM OF FARM-IN AGREEMENT**

THIS MEMORANDUM OF FARM-IN AGREEMENT (this “**Memorandum**”) dated \_\_\_\_\_, 2022, provides notice of that certain Farm-In Agreement dated effective \_\_\_\_\_ (the “**Effective Date**”), by and among NEWCREST RESOURCES, INC., a Delaware corporation with an address of 7600 E. Orchard Road, Suite 260S, Greenwood Village, Colorado, 80111 USA (“**Newcrest**”), AMERICAN GOLD CAPITAL US INC., a Nevada corporation with an address of \_\_\_\_\_ (“**AGC**”), and GUNPOINT EXPLORATION LTD., a company formed under the laws of British Columbia, Canada with an address of \_\_\_\_\_ (“**Gunpoint**” and such agreement, the “**Farm-In Agreement**”). Newcrest, AGC and Gunpoint are each referred to herein individually as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used but not defined in this Memorandum shall have the meaning ascribed to such terms in the Farm-In Agreement.

RECITALS

WHEREAS, AGC, a wholly-owned subsidiary of Gunpoint, is the 100% legal and beneficial owner of the unpatented mining claims and leases described on **Exhibit A** attached hereto (the “**Mining Claims and Leases**”);

WHEREAS, pursuant to the Farm-In Agreement, Newcrest has the right to enter on and explore the Mining Claims and Leases subject to the Farm-In Agreement and the option to earn up to a 75% ownership interest in the Mining Claims and Leases and certain associated assets, by satisfying certain additional expenditures and other conditions, and to establish an incorporated or unincorporated joint venture with AGC; and

WHEREAS, the Parties desire to file this Memorandum of record in the real property records of Lyon County, Nevada, to give notice of the existence of the Farm-In Agreement and certain provisions contained therein;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and

sufficiency of which are hereby acknowledged, the Parties agree and acknowledge as follows:

1. Notice. Notice is hereby given of the Parties' execution and delivery of the Farm-In Agreement and all of its terms, covenants and conditions to the same extent as if the Farm-In Agreement was fully set forth herein. Certain provisions of the Farm-In Agreement are summarized in Sections 2 through 6 below.
2. Option. Subject to Newcrest exercising its option and satisfying certain minimum expenditures, AGC grants Newcrest the option to earn up to a 75% ownership interest in the Mining Claims and Leases and certain associated assets during the eight (8) year period following the Effective Date, all in accordance with the terms and conditions of the Farm-In Agreement.
3. Access and Information. During the period from the Effective Date until termination of the Farm-In Agreement, AGC must provide Newcrest and its nominated representatives with access to the Project Assets. As used herein, "**Project Assets**" means [*insert definition from Farm-In Agreement*].
4. No Assignment or Encumbrance. Subject to the terms of the Farm-In Agreement, neither Gunpoint nor AGC shall Assign or Encumber (or purport to Assign or Encumber) any of its rights, title and interest in respect of the Mining Claims or Leases, including any Mineral within the Mining Claims, without the prior written consent of Newcrest. As used herein, "**Minerals**" means any and all ores and minerals, precious and base, metallic and non-metallic (and concentrates derived therefrom), in, on or under the Mining Claims which may lawfully be explored for, mined and sold.
5. Streaming or Royalty Transactions. Subject to the terms of the Farm-In Agreement, during the Investigation Phase, the Option Phase, the Farm-In Period and the Purchase Option Period, neither Gunpoint nor AGC shall, and must ensure that none of its Affiliates, Assign any Stream Equivalent Interest to any person. As used herein, "**Stream Equivalent Interest**" means (a) the payment of any consideration measured, quantified or calculated based on, in whole or in part, any Minerals, or (b) the sale of any Minerals, pursuant to a streaming transaction, royalty transaction or similar transaction, the primary purpose of which is to provide a right to participate in Minerals or their values (or to receive minerals from elsewhere but calculated with reference to Minerals or their values) in exchange for upfront payment.
6. Right of First Refusal. Subject to meeting the requirements set forth in the Farm-In Agreement, if Gunpoint or its Affiliate receives a bona fide offer from a third party to Assign any or all of its rights, title or interest in the Talapoosa Project or any Stream Equivalent Interest in relation to the Talapoosa Mining Claims, Newcrest may elect to purchase such interest or the Talapoosa Stream, as applicable, in accordance with the terms and conditions set forth in the Farm-In Agreement. As used herein, (a) "**Talapoosa Interest**" shall mean the project consisting of the Talapoosa Mining Claims, and (b) "**Talapoosa Mining Claims**" means the mining claims identified on Exhibit [\*] and any mining claim or title applied for or granted as a renewal or extension or in substitution of any of those mining claims.

7. Counterparts. This Memorandum may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument. The Parties agree that a copy of a counterpart received from a Party will be regarded as an original copy of that counterpart received from that Party.
8. Governing Law. The Farm-In Agreement and this Memorandum are governed by the laws of the State of Nevada and the federal laws of the United States of America applicable therein. Each Party submits to the exclusive jurisdiction of [\*] and waives any right to claim that those courts are an inconvenient forum.
9. No Amendment to Farm-In Agreement. This Memorandum is executed and recorded solely for the purpose of giving notice of the Farm-In Agreement and of certain of the terms set forth therein. Nothing contained in this Memorandum shall be deemed to modify, amend, alter, limit or otherwise change any of the provisions of the Farm-In Agreement itself or the rights or obligations of the Parties thereunder. In the event of any conflict between the terms of the Farm-In Agreement and the terms of this Memorandum, the terms of the Farm-In Agreement shall control.

**(signatures on following pages)**

Executed by the Parties on the date set forth in each of the acknowledgements below.

**NEWCREST RESOURCES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of Newcrest Resources, Inc., on behalf of such corporation.

\_\_\_\_\_  
Notary Public

**AMERICAN GOLD CAPITAL US INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of American Gold Capital US Inc., on behalf of such corporation.

\_\_\_\_\_  
Notary Public

**GUNPOINT EXPLORATION LTD.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of Gunpoint Exploration Ltd., on behalf of such corporation.

\_\_\_\_\_

Notary Public

**EXHIBIT A**

**MINING CLAIMS AND LEASES**

## ANNEXURE 7- ACCOUNTING PROCEDURE

### SECTION I - GENERAL PROVISIONS

#### 1. Definitions

“**Agreement**” shall mean the Joint Venture Agreement to which this Accounting Procedure is attached as Schedule “#”.

“**Allowable Costs**” as used in Section II, Paragraph 4 below for a particular phase of Operations shall mean all direct charges to the account of the Joint Venture as provided by Section II, excluding: (i) the administrative charges referred to in Section II, Paragraph 4; (ii) depreciation, depletion or amortization of tangible or intangible property; and (iii) amounts charged in accordance with Section II, Paragraphs 2, 9 and 12.

“**Field Office**” means any necessary office in each place where work is being performed on or solely in relation to the Mining Claims.

“**Material**” shall mean personal property, equipment or supplies acquired or held for use in Operations.

“**Section**” and “**Paragraph**” followed by a number shall mean and refer to the specified Section or the Paragraph of the specified Section of this Schedule.

All other terms defined in the Agreement and used herein shall, unless otherwise defined herein, have the same meaning ascribed thereto in the Agreement.

#### 2. General Accounting Records

The Manager shall maintain detailed and comprehensive cost accounting records in accordance with this Accounting Procedure and United States generally accepted accounting principles or IFRS (as applicable), including general ledgers, supporting and subsidiary journals, invoices, cheques and other customary documentation sufficient to provide a record of revenues and expenditures and periodic statements of financial position and the results of operations for the Manager, tax, regulatory or other financial reporting purposes. Such records shall be retained for the longer of the duration of the period allowed to the Participants for audit or the period necessary to comply with tax or other regulatory requirements. The records shall include Equity Accounts for each Participant which shall reflect all obligations, advances and credits of the Participants in accordance with their Participating Interests as contemplated in the Agreement.

#### 3. Reporting

The Manager shall provide, not later than 60 calendar days after the end of each fiscal year of the Joint Venture all financial statements, reports and other information required by the Participants to complete their accounting procedures.

#### 4. Bank Accounts

The Manager shall maintain one or more separate bank accounts for the payment of all expenses and the deposit of all cash receipts in respect of Operations.

## **5. Conflict with Agreement**

In the event of a conflict between the provisions of this Accounting Procedure and the provisions of the Agreement, the provisions of the Agreement shall govern.

## **6. Statements and Invoices**

The Manager shall invoice each Participant for its proportionate share of Expenditures in accordance with the terms of the Agreement in respect of a Program and Budget in which such Participant has agreed to participate in accordance with the terms of the Agreement. Such invoices will be accompanied by complete and accurate statements reflecting all charges and credits summarized by appropriate classifications indicative of the nature thereof. Expenditures for all tangible and intangible property and any unusual charges shall be detailed. If the Manager does not request a Participant to pay its share of estimated Expenditures in advance, the Participant shall pay its share of actual Expenditures within 15 calendar days following receipt of a Manager's invoice related thereto.

## **7. Adjustments**

Payments of invoices shall not prejudice the rights of a Participant to protest or question the correctness thereof; provided, however, all invoices and statements rendered to a Participant by the Manager during any fiscal year shall conclusively be presumed to be true and correct after 12 months following the end of such fiscal year of the Joint Venture, unless within the said 12 month period a Participant takes written exception thereto and makes a claim on the Manager for adjustment. No adjustment favourable to the Manager shall be made unless a claim is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of the Material purchased for Operations.

## **8. Review of Accounts**

A Participant, upon reasonable notice to the Manager, shall have access and the right, at its sole expense, to audit all records relating to the accounting and Operations hereunder, including any records originating from an Affiliate or other offices of the Manager for any fiscal year of the Joint Venture or portion thereof, within the 12 month period following the end of such fiscal year.

The Manager's verification of contractors' invoices shall not be construed as constituting a *bona fide* audit of contractors' records of original entry. In the event that an audit of contractors' records of original entry is deemed necessary by the Manager or by a Participant the cost of such audit shall be charged to the account for Operations.

## **SECTION II - DIRECT CHARGES**

Subject to limitations hereinafter prescribed, the Manager shall charge the account for Operations for all costs necessary to conduct Operations as follows:

### **1. District and Camp Expense (Field Supervision and Camp Expenses)**

A *pro rata* portion of (i) the salaries and expenses of the Manager's superintendent and other employees serving Operations whose time is not allocated directly to such Operations, and (ii) the costs of maintaining and operating an office (herein called "the **Manager's Project Office**"). Such charges shall be apportioned to the Joint Account on the basis of the Manager's best estimate of the proportionate amount such expenses are incurred for the benefit of the Joint Venture.

## **2. Rentals and Royalties**

All fees, rent and royalties paid in respect of mining claims, exploration permits, leases, licences, or other similar grants, forming part of the Mining Claims.

## **3. Labour**

Salaries and wages of all employees, including the Manager's employees, directly engaged in the conduct of the Operations, and a charge for the salaries or wages of employees who are temporarily assigned to and directly employed in the Operations in proportion to the time spent by such employees to provide such services. No costs will be charged to the Joint Venture for salaries and wages that relate to employment other than employment in the Operations.

All directly incurred and provable costs for employee benefits, including vacations, statutory holidays, sickness and disability benefits, group life insurance, hospitalization, pensions, dental, major medical and other benefit plans of a like nature and for mandatory payments to the local, provincial and federal governments for worker's compensation, unemployment insurance, pension and any other similar charges that any government may impose on the Manager based on salary and wage costs, employee business expenses, housing allowances and reasonable costs of relocating employees to the Operations, incurred by the employees of the Manager or its Affiliates whose salaries or wages are charged to the Joint Venture. No costs shall be charged to the Joint Venture for benefits that relate to employment other than employment directly related to Operations.

## **4. Costs covered by Management Fee**

The following is a representative list of items that constitute the Manager's principal business office expenses that are expressly covered by the Management Fee, except to the extent that such items are directly chargeable as direct costs under other provisions of this Section II:

- (a) Administrative supervision, which includes all services rendered by Managers, department supervisors, officers and directors of the Manager for Operations.
- (b) Accounting, data processing, personnel administration, billing and record keeping in accordance with governmental regulations and the provisions of the Agreement, and preparation of reports (excluding the costs of implementing any enterprise resource planning (ERP) systems on behalf of the Joint Venture which will be chargeable to the Joint Venture in accordance with Section 13 below);
- (c) The services of tax counsel and tax administration employees for all tax matters, including any protests, except any outside professional fees which the Management Committee may approve as a direct charge to the Business Account;
- (d) Routine legal services rendered by outside sources and the Manager's legal staff not otherwise charged as direct costs under Paragraph 9, including property acquisition, attorney management and oversight, and support services provided by Manager's legal staff concerning any litigation; and
- (e) Rentals and other charges for office and records storage space, telephone service, office equipment and supplies.

## **5. Material**

All Material shall be purchased, leased or furnished by the Manager for use in Operations. To the extent reasonably practical and consistent with efficient and economical operation, only such Material shall be purchased or leased for or transferred to the Operations as may be required for reasonably anticipated use. The Manager shall use reasonable commercial efforts to limit the accumulation of surplus stocks. Costs shall include costs of maintenance, repairs, other operating expenses, insurance and taxes.

## **6. Transportation**

Reasonable transportation costs of all employees and agents of the Manager (and the employees and agents of the other Participant as necessary for the conduct of Operations) and Material necessary for the conduct of Operations.

## **7. Services**

The cost of contract services and utilities procured from outside sources other than services covered by Paragraph 9 of this Section II. If contract services are performed by the Manager or an Affiliate thereof, the cost charged to the Joint Account shall not be greater than that for which comparable services and utilities are available in the open market within the vicinity of the Operations.

Use and service of equipment and facilities furnished by the Manager as provided in Section III.

## **8. Damages and Losses to Project Assets**

All costs or expenses necessary for the repair or replacement of Project Assets made necessary because of damages or losses resulting from fire, flood, storm, theft, accident, or any other cause.

The Manager shall furnish the other Participant with written notice of damages or losses incurred forthwith after a report thereof has been received by the Manager.

## **9. Legal Expenses**

All legal and regulatory costs and expenses incurred in or resulting from Operations or necessary to protect or recover the Project Assets, including the costs of title investigation and title curative services, the costs of handling, investigating, and settling litigation or claims arising in respect of the Operations, including but not limited to, independent counsel's fees, court costs, costs of investigation or procuring evidence and amounts paid in settlement or satisfaction of any such litigation or claims, provided that no settlement shall be entered into when the amount of such settlement exceeds \$5,000,000 without the approval of the Management Committee.

## **10. Taxes**

All taxes of every kind and nature assessed or levied upon or in connection with the Operations, which have been paid by or for the benefit of the Joint Venture. Each Participant is separately responsible for its income taxes.

## **11. Insurance Premiums**

Premiums paid for insurance required to be carried in respect of the Operations as set out in the Agreement.

## **12. Marketing Costs**

Any costs actually incurred in the sale of products including, but not limited to, labour costs, as set out in Section II, Paragraph 3 of this Schedule, transportation, insuring sampling, assaying, impurity penalties and marketing fees, including such marketing fees as are contemplated by the Agreement.

## **13. Other Expenditures**

Any other expenditures not covered or dealt with in the foregoing provisions of this Section II and which are reasonably incurred by the Manager for the necessary and proper conduct of the Operations.

## **SECTION III - MATERIAL FURNISHED BY THE MANAGER**

### **1. Purchase**

Material and equipment purchased and services procured shall be charged at the price paid by the Manager after deduction of all discounts actually received.

### **2. Material Furnished by the Manager**

Material required for Operations shall be purchased for direct charge to the account for Operations whenever practicable, except that the Manager may furnish such Material from the Manager's own stocks under the following conditions:

- (a) New Material (Condition "A"). New Material transferred from the Manager's own warehouse or other properties shall be priced f.o.b. the nearest reputable supply store or railway receiving point, where such Material is available, at current replacement cost of the same kind of Material.
- (b) Used Material (Conditions "B" and "C").
  - (i) Material which is in sound and serviceable condition and suitable for reuse without reconditioning shall be classed as Condition "B" and priced at 75% of new price.
  - (ii) Material which cannot be classified as Condition "B" but which;
  - (iii) after reconditioning will be further serviceable for its original function as good second-hand Material (Condition "B"); or
  - (iv) is serviceable for its original function but is substantially not suitable for reconditioning,
  - (v) shall be classified as Condition "C" and priced at 50% of new price.
  - (vi) Material which cannot be classified as Condition "B" or Condition "C" shall be priced at a value commensurate with its use or at prevailing prices.

### **3. Material Furnished by the Manager when not Readily Available**

When Material or supplies are not readily available from reputable sources, the Manager may furnish such material from its stock or properties at its nearest available supply and charge the Manager's full cost of same to the account for Operations including, without limitation, purchase price, procurement, warehousing, handling, transportation and all other costs incurred in connection therewith.

### **4. Premium Prices**

Whenever Material is not readily obtainable at the customary supply point or at prices specified in Paragraphs 1 and 2 of this Section III because of causes over which the Manager has no control, the Manager may charge the account for Operations for the required Material on the basis of the Manager's direct cost and expense incurred in procuring such Material, in making it suitable for use, and in moving it to the required location, provided, however, that notice in writing is furnished to the Participants of the proposed charge prior to invoicing the Participants for such Material, whereupon the Participants shall have the right, by so electing and notifying the Manager, within 15 calendar days after receiving such notice from the Manager, to furnish in kind, all or part of its share of such Material which shall be reasonably suitable for use and acceptable to the Manager. Transportation costs on such Material furnished by a Participant, at any point other than at the required location, shall be borne by the Participant. If a Participant furnishes Material pursuant to the provisions of this paragraph, the Manager shall make appropriate credits therefore to the account of such Participant.

## **5. Warranty of Material Furnished by the Manager**

The Manager does not warrant the Material furnished beyond the dealer's or manufacturer's guarantee; and in case of defective Material, credit shall not be passed until adjustment has been received by the Manager from the manufacturers or their agents.

## **SECTION IV - DISPOSAL OF EQUIPMENT AND MATERIAL**

### **1. Disposition of Surplus Material**

The Manager shall be under no obligation to purchase surplus, new or second-hand Material. The disposition of items with a replacement value in excess of \$10,000,000 of surplus Material shall be subject to the approval of the Management Committee; provided that the Manager shall dispose of normal accumulations of junk and scrap Material either by transfer or sale. Proceeds of such sale shall be credited to the account for Operations.

### **2. Material Purchased by the Manager or a Participant**

Material purchased by either the Manager or a Participant shall be credited by the Manager to the account for Operations at an amount equal to the reasonable fair market value thereof for the month in which the Material is removed by the purchaser.

### **3. Sales to Participants or to Third Parties**

Sales to Participants or third parties of Material from the Operations shall be credited by the Manager to the account for Operations at the net amount collected by the Manager from such purchaser. All sales to Participants or third parties of Material from Operations in excess of \$10,000,000 (calculated on an aggregate basis in respect of all Material or services procured in any one transaction) shall require prior approval of the Management Committee. Any claims by a purchaser for defective Material or otherwise shall be charged back to the account for Operations if and when paid by the Manager.

## **SECTION V - INVENTORIES**

### **1. Inventories**

At reasonable intervals and, in any event, at least once per fiscal year of the Joint Venture, inventories shall be taken by the Manager, which shall include all such Material as is ordinarily considered controllable by Managers of mining properties and the expense of conducting such periodic inventories shall be charged to the account for Operations. The Manager shall give written notice to the Participants of its intent to take any inventory at least 30 calendar days before such inventory is scheduled to take place. A Participant shall be deemed to have accepted the results of any inventory taken by the Manager if the Participant fails to be represented at such inventory.

Reconciliation of the inventory with charges to the account for Operations shall be made, and a list of overages and shortages shall be furnished to the Participants within 180 days after the inventory is taken. Inventory adjustments shall be made by the Manager to the accounting records for overages and shortages, but the Manager shall be held accountable only for shortages due to its gross negligence or wilful misconduct that has not been cured within 30 days of notice of such breach.

### **2. CREDITS**

The Manager will credit the Joint Account with revenues received by the Manager as such including, for example:

- (a) collection of insurance proceeds related to Operations when the insurance premiums have been charged to the Joint Account;
- (b) sales of geologic or other information authorized by the Participants;
- (c) sales of property, plant, equipment and materials of Operations in the normal course of the day-to-day business;
- (d) rentals received, refunds of taxes, customs, duties or transportation claims, rebates, and other credits pertaining to Operations;
- (e) credits received from third parties for the use of facilities or services of the Operations;
- (f) refunds for defective equipment when the Manager receives the corresponding payments from the manufacturers or agents; and
- (g) any other credits for materials recovery or from other sources which correspond to the Joint Account.