

ANNUAL PAYMENT DIRECTION AGREEMENT

THIS AGREEMENT is made as of the 8th day of June, 2024,

AMONG:

THE NISGA'A NATION, as represented by Nisga'a Lisims Government Executive (hereinafter called the "**Nisga'a Nation**"),

– and –

PRETIUM RESOURCES INC., a corporation existing under the laws of the Province of British Columbia, (hereinafter called the "**Payor**"),

– and –

NATIONS ACQUISITIONS CORP., a corporation existing under the laws of the Province of British Columbia (hereinafter called "**NationsCo**")

WHEREAS the Nisga'a Nation and the Payor are parties to a cooperation and benefits agreement made as of April 1, 2015 (as may be modified, amended, supplemented or replaced, the "**Benefits Agreement**"), which agreement has not been amended as of the date hereof;

AND WHEREAS the Nisga'a Nation is entitled to receive an Annual Payment (as such term is defined in the Benefits Agreement and further described in section 3.2 of the Benefits Agreement which is replicated in Schedule "B" hereto) payable by the Payor;

AND WHEREAS the Nisga'a Nation is the sole shareholder of NationsCo;

AND WHEREAS NationsCo and the Nisga'a Nation are parties to an amalgamation agreement dated as of February 1, 2024 (as it may be amended from time to time, the "**Definitive Agreement**") pursuant to which, among other things, NationsCo will amalgamate with a wholly-owned subsidiary of Nations Royalty Corp. ("**Nations Royalty**") to form one company to be named "Nass Valley Area Royalty Holdings Corp." ("**AmalCo**") and all of the issued and outstanding shares of NationsCo will be acquired by Nations Royalty (the "**Amalgamation**") and the shares of Nations Royalty shall subsequently be listed on the TSX Venture Exchange;

AND WHEREAS upon completion of the Amalgamation, AmalCo will be a wholly owned subsidiary of Nations Royalty and Nations Royalty will be majority owned by the Nisga'a Nation;

AND WHEREAS the Nisga'a Nation wishes to direct the Payor to pay to NationsCo the amount it owes the Nisga'a Nation each year as an Annual Payments such that, following completion of the Amalgamation, all Annual Payments during the Term (as defined in Section 6.1) shall be made to AmalCo, all on the terms and conditions described herein.

THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants, agreements, representations and warranties herein contained and for other good and valuable consideration, the

receipt and sufficiency of which is acknowledged by each of the parties, the parties hereto covenant and agree as follows:

ARTICLE 1
DEFINED TERMS

1.1 **Defined Terms**

Capitalized terms used herein but not otherwise defined shall have the meaning given to such term in Schedule "A".

ARTICLE 2
DIRECTION

2.1 **Irrevocable Direction**

Effective as of the Effective Date (defined below), the Nisga'a Nation hereby irrevocably authorizes and directs (the "**Direction**") the Payor to pay to and in the name of NationsCo the amount the Payor owes the Nisga'a Nation each year pursuant to section 3.2 of the Benefits Agreement, as that section exists on the date of this Agreement, during the Term and, instead of making such payment on the timing set forth in section 3.2 of the Benefits Agreement, to deposit such payments, in the amounts calculated in accordance with the Benefits Agreement, on or before the earlier of the date that is (i) six months after the date the Payor is required to file the annual return of Mineral Tax Payable; and (ii) 15 days after the date the Payor receives any notice of assessment from British Columbia in respect of such annual return of Mineral Tax Payable, in accordance with the details set forth in Schedule "C" hereto or to such other bank account as may be designated from time to time by NationsCo by delivery of written notice addressed to the Payor and copied to the Nisga'a Nation, and the Payor hereby accepts this irrevocable Direction.

The parties hereto acknowledge that the Direction shall not apply to any new consideration attributable to the Nisga'a Nation supporting (in its sole discretion) the Mine in a manner that is not required by Part 5 of the Benefits Agreement as that Part exists on the date of this Agreement, and "Annual Payment" in this Agreement exclude the amounts of any such new consideration.

The parties hereto further acknowledge and agree that the 2023 Annual Payment was made to the Nisga'a Nation based on an estimate and will be subject to an adjustment. Any such adjustment shall be settled with the Nisga'a Nation and shall not be subject to the Direction.

2.2 **Effective Date**

The Direction shall become effective on the date that NationsCo and the Nisga'a Nation notify the Payor in writing (the "**Effective Date**"), in substantially the form set out in Schedule "D", that the Amalgamation has become effective.

ARTICLE 3
AUDIT RIGHTS AND NOTICES

3.1 Mineral Tax Documentation

In addition to the Payor's obligations to deliver certain documents to the Nisga'a Nation pursuant to section 3.3 of the Benefits Agreement, the Payor shall deliver to NationsCo on a confidential basis:

- (a) a copy of each annual return of Mineral Tax Payable required to be filed under the *Mineral Tax Act* concurrently with the filing of such return of Mineral Tax Payable to British Columbia,
- (b) a copy of any decisions by British Columbia with respect to any assessment or audit by British Columbia of Mineral Tax Payable or any appeal of Mineral Tax Payable by the Payor to British Columbia; and
- (c) on receipt of a request from NationsCo, the monthly estimate of Mineral Tax Payable required to be submitted to British Columbia following the submission of such estimate of Mineral Tax Payable to British Columbia.

3.2 Audit Right

- (a) The Payor agrees that NationsCo, in its capacity as agent for and on behalf of the Nisga'a Nation, shall have the right to engage an independent chartered professional accountant of national standing to audit acceptable to the Payor, acting reasonably, at NationsCo's cost, the records provided by the Payor documenting the calculation of Mineral Tax Payable and the corresponding Annual Payment made after the Effective Date during the Term. The Payor and NationsCo agree to make any necessary adjustments to the applicable Annual Payment in the event the audit determines there was an error in calculating the Annual Payment.
- (b) From and after the Effective Date, the Nisga'a Nation agrees that it shall not audit the Mineral Tax Payable and corresponding Annual Payment during the Term (other than by its agent in accordance with Section 3.2(a)).

3.3 Amendment of Mineral Tax Act

The Parties acknowledge and agree that in the event there is any change to the method of calculating the Annual Payment pursuant to section 3.5 of the Benefits Agreement, which is replicated in Schedule "E" hereto, the amount payable pursuant to the Direction will thereafter be the amount calculated in accordance with such alternate method of calculating the Annual Payment.

3.4 Concurrent Delivery of Notices

If the Payor delivers to the Nisga'a Nation any notice or other communication under the Benefits Agreement that is relevant to the Annual Payment, including any notices given pursuant to Parts 3, 7, 8 or 9 of the Benefits Agreement, the Payor shall concurrently deliver a copy of such notice or communication to NationsCo.

ARTICLE 4
COVENANTS

4.1 **Benefits Agreement**

The parties covenant and agree as follows:

- (a) this Agreement shall operate solely as an authorization and direction from the Nisga'a Nation to disburse the Annual Payments to NationsCo on the Nisga'a Nations' behalf during the Term and in no way supplements, novates, supersedes, terminates, assigns or replaces the Benefits Agreement;

- (b) nothing contained in this Agreement shall affect or impair the rights, benefits, privileges, obligations, duties, liabilities, commitments and remedies of the Payor and the Nisga'a Nation under the Benefits Agreement:
 - (i) including, subject to the Direction, the Nisga'a Nations right to receive the Annual Payments; and

 - (ii) excluding the Nisga'a Nation's right to audit the Mineral Tax Payable and corresponding Annual Payment during the Term (other than by its agent in accordance with Section 3.2(a));

- (c) notwithstanding subsections 4.1(a) and (b), the Payor and the Nisga'a Nation shall not, without the prior written approval of NationsCo, agree to amend, vary, supplement, novate, supersede, terminate, assign or replace the Benefits Agreement or grant any waiver (whether express or implied) to the extent that any such amendment, variation, supplement, novation, replacement, termination, assignment or waiver would result in any change to: (i) section 3.5 of the Benefits Agreement; or (ii) the amount of the Annual Payments directed to be paid to NationsCo under this Agreement.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1 **Representations and Warranties of the Payor**

The Payor hereby represents and warrants that, as of the date of this Agreement:

- (a) the Payor is a corporation existing under the laws of British Columbia and has the corporate power to enter into this Agreement and perform its obligations hereunder;

- (b) this Agreement has been duly authorized, executed and delivered by the Payor and is a legal, valid and binding obligation of the Payor, enforceable by the Nisga'a Nation and NationsCo against the Payor in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;

- (c) the Benefits Agreement, including the obligation to pay the Annual Payment, is in full force and effect and unamended as of the date hereof; and
- (d) the Payor is not in default of or in non-compliance with any of its obligations in respect of the Annual Payment or arising out of the terms of the Benefits Agreement, and the Payor has not issued any notice of default, nor alleged any default or non-compliance by the Nisga'a Nation under the terms of the Benefits Agreement.

5.2 Representations and Warranties of NationsCo

NationsCo hereby represents and warrants that, as of the date of this Agreement:

- (a) NationsCo is a corporation existing under the laws of British Columbia and has the corporate power to enter into this Agreement and perform its obligations hereunder; and
- (b) this Agreement has been duly authorized, executed and delivered by NationsCo and is a legal, valid and binding obligation of NationsCo, enforceable by the Nisga'a Nation and the Payor against NationsCo in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5.3 Representations and Warranties of Nisga'a Nation

The Nisga'a Nation hereby represents and warrants that, as of the date of this Agreement:

- (a) The Nisga'a Nation has the legal power, capacity and authority to enter into this Agreement and perform its obligations hereunder;
- (b) all necessary actions, resolutions and proceedings have been taken by the Nisga'a Nation to approve, enter into and carry out this Agreement; and
- (c) this Agreement has been duly authorized, executed and delivered by the Nisga'a Nation and is a legal, valid and binding obligation of the Nisga'a Nation, enforceable by NationsCo and the Payor against the Nisga'a Nation in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

ARTICLE 6 TERM AND TERMINATION

6.1 Term

The term of this Agreement (the "**Term**") commences on the date hereof and shall continue thereafter for the duration of the Benefits Agreement, unless and until sooner terminated in accordance with Section 6.2.

6.2 Termination

- (a) This Agreement shall automatically terminate upon the occurrence of any of the following:
- (i) subject to Section 4.1, expiry or termination of the Benefits Agreement;
 - (ii) Nations Royalty or AmalCo becoming insolvent, bankrupt or wound up, making a general assignment or compromise for the benefit of its creditors, suffering or permitting the appointment of a receiver, trustee, judicial manager, administrator or such similar officer over any of its business or assets, or becoming the subject of any proceedings relating to insolvency or the protection of creditors' rights and failing to have those proceedings struck out or dismissed within fourteen (14) days of commencement of such proceeding; or
 - (iii) the Nisga'a Nation and NationsCo providing a joint written notice to the Payor terminating this Agreement, such notice to be signed by (A) an officer or director of NationsCo; and (B) an officer of the Nisga'a Lisims Government or a member of the Nisga'a Lisims Government Executive.
- (b) This Agreement (including any consent granted for the purposes of Section 7.2) may be terminated by the Payor, by written notice to Nisga'a Nation and NationsCo, following a Material Breach by NationsCo or its Affiliates of this Agreement, provided that the Payor has provided written notice of each such breach to NationCo and Nisga'a Nation and NationsCo or its Affiliates failed to cure such breach within 30 days from the date of such notice. For the purposes of this Section 6.2(b), a "**Material Breach**" means a material breach of, or repeated unremedied breaches (on two or more occasions in any 24 month period) of, Section 7.2 (including the terms of any consent granted for the purposes of Section 7.2) or Section 7.4(g), that, individually or in the aggregate, respectively, has a material and adverse effect on the business, assets, properties, affairs, projects (including development thereof), operations, condition (financial or otherwise) or liabilities of Payor or an Affiliate of Payor and is the consequence of an action undertaken by NationsCo or its Affiliates or the failure by NationsCo or its Affiliates to take an action it is required to take under this Agreement, in circumstances where a reasonable person would have knowledge that the taking of, or failure to take, such action would, or would reasonably be expected to, result in a breach of this Agreement.

6.3 Effect of Termination

In the event of termination of this Agreement pursuant to Section 6.2, this Agreement, including the Direction, shall become void and have no effect and, for greater certainty, Annual Payments shall thereafter be made to the Nisga'a Nation in accordance with the Benefits Agreement.

ARTICLE 7
GENERAL

7.1 **Notice**

All notices or other communications contemplated by this Agreement shall be in writing and shall be personally served or shall be given by email, all as more particularly set out below:

- (a) To the Nisga'a Nation:

[REDACTED]

- (b) To NationsCo:

[REDACTED]

- (c) To the Payor:

[REDACTED]

7.2 **Confidentiality**

- (a) This Section 7.2 supersedes and replaces in its entirety the confidentiality agreement dated March 14, 2024 between the parties (the "**Prior Agreement**") and all information disclosed under the Prior Agreement shall be governed by this Section 7.2. Concurrently with the entering into of this Agreement, Nations Royalty shall deliver a counterpart agreement to this Section 7.2 agreeing to be bound by the confidentiality provisions provided herein.
- (b) The parties agree that all information disclosed by a party (the "**Disclosing Party**") concerning the Disclosing Party or its Affiliates and their respective properties under or in connection with this Agreement, which for greater certainty will include information provided to NationsCo under Section 3.1 and 3.2, that is non-public, confidential or proprietary in nature (collectively, the "**Confidential Information**") will be kept strictly confidential and will not be disclosed or used by the receiving party or its Affiliates (the "**Receiving Party**"), except: (i) as required by law or by the rules and regulations of any regulatory authority having jurisdiction, including any stock exchange or quotation system on which its securities or the securities of its Affiliates are listed or posted for trading (a "**Required Disclosure**"), (ii) with the written consent of the Disclosing Party, such consent not to be unreasonably withheld, or (iii) as otherwise permitted by this Section 7.2.
- (c) Consent to disclosure of Confidential Information will not be required where the Receiving Party discloses Confidential Information to its auditors, lawyers or advisors, who have a need to know such information, provided that such Persons are informed of such Confidential Information's confidential nature and are bound by an obligation of confidentiality to the Receiving Party.
- (d) Any Confidential Information that is or becomes generally available to the public through an

act or omission that is not in violation of the terms hereof, will no longer be deemed as Confidential Information.

- (e) Nothing in this Agreement shall restrict NationsCo or Nations Royalty (from disclosing publicly in its public disclosure documents or otherwise or to any regulatory authority having jurisdiction, including any stock exchange or quotation system on which Nations Royalty's securities are listed or posted for trading:
- (i) the existence and the terms of this Agreement and any amendments to this Agreement (other than the terms of the Annual Payment as set out in Schedule "B" hereto);
 - (ii) a description of the Benefits Agreement and the terms of the Annual Payment substantially as set forth in Schedule "F" hereto;
 - (iii) the amount of Mineral Tax Payable, provided that that this may only be disclosed after payment of the Annual Payment or otherwise after it has been publicly disclosed by the Payor or its Affiliates; and
 - (iv) the Principal MT Constituents, provided however, that such Principal MT Constituents may only be disclosed in respect of an Annual Payment, after payment of that Annual Payment and provided that such MT Constituents have been publicly disclosed by Payor or its Affiliates.

The "Pre-approved Disclosures".

- (f) Any party that intends to make a Required Disclosure that is not a Pre-approved Disclosure shall (to the extent permitted by applicable laws) provide the Disclosing Party with the full written text of the proposed Required Disclosure at least 3 business days before its first disclosure or publication, unless pursuant to applicable laws such Required Disclosure must be made within a shorter period, in which case the Disclosing Party shall provide the full written text of the proposed Required Disclosures to the Disclosing Party for as long a period as is practicable in advance of first disclosure or publication. The party making a Required Disclosure shall consider in good faith all reasonable amendments to the Required Disclosure as may be proposed by the Disclosing Party and shall, to the extent possible, use its reasonable endeavours to obtain assurances from the relevant governmental authority that the Required Disclosure shall be treated confidentially.
- (g) NationsCo and Nations Royalty shall be permitted to file with any regulatory authority having jurisdiction, including any stock exchange or quotation system on which Nations Royalty's securities are listed or posted for trading, to the extent required by applicable securities laws, rules or regulations, a copy of this Agreement and any amendments to this Agreement, provided that NationsCo shall notify the Payor of any such requirement at least three days before it is required to file this Agreement or any amendments to this Agreement, and the parties shall consult with each other with respect to any proposed redactions to this Agreement in compliance with applicable laws before this Agreement or any amendments to this Agreement are filed, provided always that the paragraph following the heading "Section

3.2 of Benefits Agreement - Annual Payment” in Schedule B is redacted therefrom (subject to applicable law).

7.3 Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada generally applicable therein.

7.4 Assignment

- (a) In the event the Payor assigns all or part of its rights and obligations under the Benefits Agreement that relate to its obligations to make the Annual Payment (the “**Assigned Interest**”), the Payor shall cause the assignee to execute and deliver to the Nisga’a Nation and NationsCo an agreement, in such form as Nisga’a Nation and NationsCo approve, acting reasonably, to be bound by the terms and conditions of this Agreement in proportion to the Assigned Interest. Until such agreement to be bound is executed and delivered as required by this Section 7.4(a), the Payor shall not be relieved of any of its obligations under this Agreement.
- (b) This Agreement may not be assigned by the Nisga’a Nation.
- (c) Subject to Section 7.4(d), this Agreement may only be assigned by NationsCo with the prior written consent of the Payor and the Nisga’a Nation, such consent not to be unreasonably withheld.
- (d) NationsCo may assign this Agreement in whole or in part to its Affiliate without the consent of the Payor or the Nisga’a Nation provided that NationsCo shall cause such Affiliate to execute and deliver to the Nisga’a Nation and the Payor an agreement, in such form as Nisga’a Nation and the Payor approve, acting reasonably, to be bound by the terms and conditions of this Agreement and which provides that such Affiliate shall remain an Affiliate of NationsCo for the Term unless, prior to the Affiliate ceasing to be an Affiliate of NationsCo, the Affiliate transfers all of its interest in this Agreement to NationsCo or to another Affiliate of NationsCo.
- (e) NationsCo must not, without the prior written consent of the Payor and the Nisga’a Nation, such consent not to be unreasonably withheld, undergo a Subsidiary Change of Control except in connection with the Amalgamation (as defined in the recitals to this Agreement).
- (f) For the purposes of Section 7.4(e) above, a “Subsidiary Change of Control” occurs in relation to NationsCo where: (i) an entity that controls NationsCo, ceases to control NationsCo; or (ii) an entity that does not control NationsCo, comes to control NationsCo, provided however, that (A) a Subsidiary Change of Control does not include such a cessation or acquisition of control of Nations Royalty or a successor in interest to Nations Royalty as the ultimate parent company of NationsCo; and (B) no Subsidiary Change of Control occurs if the entity that comes to control NationsCo is, immediately afterward, a wholly-owned subsidiary of a body corporate that previously controlled and continues to control NationsCo.
- (g) Any assignment or transfer or purported assignment and transfer of this Agreement by a

Party which does not comply with the terms of this Section 7.4 shall be null and void and of no force or effect whatsoever.

7.5 Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding on and enforceable by and against the parties hereto and their respective successors or heirs, executors, administrators and other legal personal representatives, and permitted assigns.

7.6 Further Assurances

Each of the parties hereto shall, from time to time hereafter and upon any reasonable request of any other party, promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement.

7.7 Severability

If any provision in this Agreement is invalid or unenforceable, the remainder of this Agreement will remain in force and be binding upon the parties as though the illegal or unenforceable provision had never been included. Upon such determination that any provision is invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

7.8 Counterparts

This Agreement may be executed by electronic signature (including by DocuSign or Adobe Sign) and delivered in any number of counterparts, with the same effect as if each party hereto had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement. The execution of this Agreement or any other writing by any party will not become effective until all counterparts, as the case may be, have been executed by all the parties to this Agreement. A copy of this Agreement delivered by facsimile or other electronic means and bearing a copy of the signature of a party to this Agreement shall for all purposes be treated and accepted as an original copy thereof.

[Signatures follow on next page.]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the date first above written.

**THE NISGA'A NATION, as represented
by the Nisga'a Lisims Government
Executive**

by: "Eva Clayton"
Name: Eva Clayton
Title: President

NATIONS ACQUISITIONS CORP.

by: "Charles Morven"
Name: Charles Morven
Title: Secretary-Treasurer

PRETIUM RESOURCES INC.

by: "Mark A. Kiessling"
Name: Mark A. Kiessling
Title: General Manager

SCHEDULE "A" DEFINITIONS

Definitions:

"Affiliate" means, with respect to any Person, any other Person who controls or is controlled by or is under common control with the referenced Person.

"British Columbia" means his Majesty the King in right of the Province of British Columbia.

"Canadian Environmental Assessment Act" means the *Canadian Environmental Assessment Act*, 2013, S.C. 2012, c. 19, s. 52 and any regulations made under it, as amended or replaced from time to time;

"control" means, when used to describe a relationship between one Person and another Person:

- (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 are beneficially owned by that Person and the Person is able to direct the business and affairs of the entity;
- (c) the general partner of a limited partnership controls the limited partnership;
- (d) a Person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity; and
- (e) a Person is deemed to control, within the meaning of subparagraphs (a) or (b), an entity if the aggregate of: (i) any securities of that entity that are beneficially owned by that Person; and (ii) any securities of the entity that are beneficially owned by any entity controlled by that Person, is such that, if that Person and all of the entities referred to in subparagraph (e)(ii) were one Person, that Person would control the entity,

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

"Environmental Assessment Certificate" means an environmental decision statement issued pursuant to the Canadian Environmental Assessment Act.

"Mine" means:

- (a) the Brucejack mine, a gold and silver mine which is located in the Mine Area, a portion of which is subject to application for an environmental assessment certificate (as such term is

defined in the *Environmental Assessment Act*, SBC 2002, c43, as amended from time to time) by the Payor and includes its associated infrastructure, access roads, power facilities, and other physical works and facilities;

- (b) any changes, modifications, or expansions to the physical works and facilities and/or the elements described in paragraph (a) above; and
- (c) all matters relating to the exploration, planning, permitting, construction, maintenance, repair, operation, and reclamation of the Brucejack mine and the elements described in (b) above.

“Mine Area” means, for the purposes of the Benefits Agreement, the area outlined in red in Appendix 1.

“Mineral Tax Act” means the *Mineral Tax Act*, RSBC 1996 c.291 as amended from time to time, and legislation in addition to or in substitution for the *Mineral Tax Act* which assesses a tax on minerals or mining in favour of British Columbia similar to the tax presently assessed under the *Mineral Tax Act*.

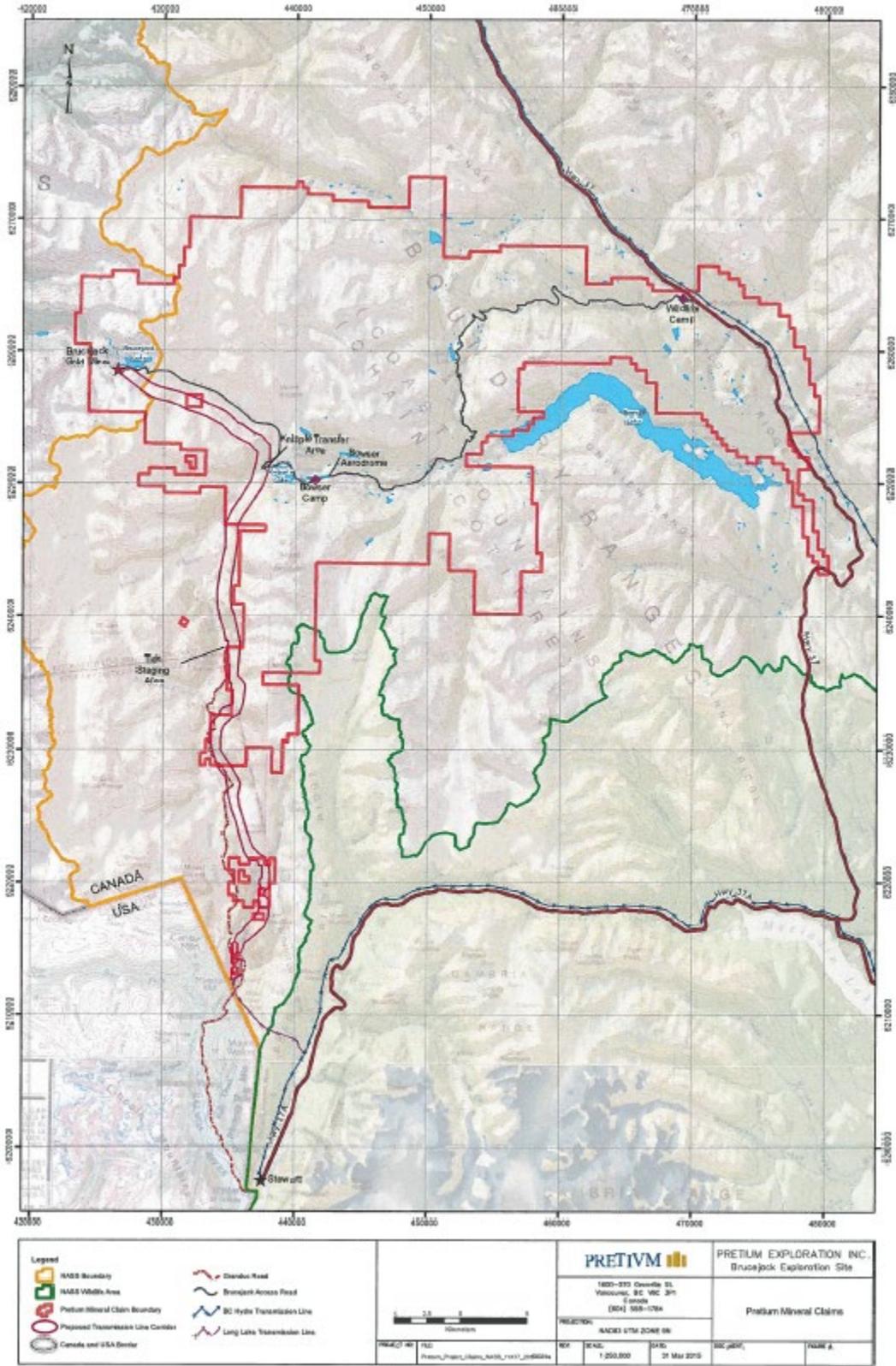
“Mineral Tax Payable” means the mineral tax payable by the Payor for the Mine under the *Mineral Tax Act* as determined at the sole discretion of British Columbia and includes adjustments for any underpayments or overpayments as determined by British Columbia as a result of any assessment or audit or a decision on any appeal by the Payor of Mineral Tax Payable under the *Mineral Tax Act*.

“Person” includes an individual, corporation, limited and unlimited liability company, general and limited partnership, association, trust, unincorporated organization and joint venture or other legal entity.

“Principal MT Constituents” means the following components of the calculation of the amount Mineral Tax Payable under the *Mineral Tax Act*:

- (a) Gross Revenue;
- (b) Total Current Operating Costs; and
- (c) Net Current Proceeds.

APPENDIX 1 TO SCHEDULE "A"



SCHEDULE "B"
DESCRIPTION OF ANNUAL PAYMENTS

Definition of Annual Payment in Benefits Agreement

"Annual Payment" means the payments to be made by the Payor to the Nisga'a Nation pursuant to section 3.2.

Section 3.2 of Benefits Agreement - Annual Payment

[REDACTED]

Section 8.2 of Benefits Agreement – Determining Annual Payment on Termination

For the purposes of determining the Annual Payment for the year in which the Benefits Agreement is terminated, the Payor will calculate the Annual Payment on a *pro rata* basis, up to the date of termination.

SCHEDULE "C"
PAYMENT INSTRUCTIONS

[REDACTED]

**SCHEDULE "D"
NOTICE**

TO: PRETIUM RESOURCES INC. (the "Payor")
FROM: THE NISGA'A NATION (the "Nisga'a Nation")
AND FROM: NASS VALLEY AREA ROYALTY HOLDINGS CORP. ("Amalco")
RE: Annual Payment Direction Agreement dated _____, 2024 (the "Agreement")

Reference is made to the Agreement. Capitalized terms used but not otherwise defined have the same meanings as provided for those terms in the Agreement.

Pursuant to section 2.2 of the Agreement, the undersigned hereby give notice to the Payor that:

- (1) the Amalgamation has become effective as of _____, 2024; and
- (2) the Direction is effective as of the date hereof.

By operation of law, AmalCo is now entitled to receive Annual Payments due to NationsCo under the direction set forth in section 2.1 of the Agreement, payment of the Annual Payments shall be made from this date forward in its name and in accordance with the Payment Instructions attached to this notice, references in the Agreement to NationsCo shall hereafter be deemed to be references to AmalCo and AmalCo gives notice under section 7.1 of the Agreement that its address for notice is now: ***[address for notice to be inserted]***

DATED this ____ day of _____, 2024.

**THE NISGA'A NATION, as represented
by the Nisga'a Lisims Government
Executive**

by: _____
Name:
Title:

**NASS VALLEY AREA ROYALTY
HOLDINGS CORP.**

by: _____
Name:
Title:

SCHEDULE "E"
AMENDMENT OF MINERAL TAX ACT

Section 3.5 of Benefits Agreement – Amendment to Mineral Tax Act

If the *Mineral Tax Act* is amended or repealed such that the Annual Payments that would have been payable by the Payor in accordance with the *Mineral Tax Act* in force as of April 1, 2015 are materially changed, then the Payor and the Nisga'a Nation will make best efforts to negotiate an alternate method of calculating the Annual Payments with the objective of determining Annual Payments that are the same as would have been payable under the *Mineral Tax Act* in place as of April 1, 2105. In the event the parties are unable to agree on an alternate method of calculating the Annual Payments, then the Payor and the Nisga'a Nation will calculate the Annual Payments based on the Mineral Tax Payable that would have been payable by the Payor if the *Mineral Tax Act* was still in force.

SCHEDULE "F"
DESCRIPTION OF BENEFITS AGREEMENT AND ANNUAL PAYMENT

NationsCo and its Affiliates may disclose the following details regarding the Benefits Agreement and Annual Payment:

- Pursuant to the Benefits Agreement, the Nisga'a Nation is entitled to receive an Annual Payment payable by the Payor which, pursuant to this Agreement, is directed to be paid to NationsCo.
- The Annual Payment is calculated by reference to/ as a percentage of the mineral tax payable by the Payor in each calendar year under the Mineral Tax Act for the Brucejack mine.
- The Annual Payment in respect of each calendar year is made on the earlier of the date that is: (i) six months after the filing of Payor's annual return under the Mineral Tax Act and (ii) 15 days after Payor's receipt of a notice of assessment under the Mineral Tax Act the following calendar year.