

MINERAL OPTION AGREEMENT – EL HAMMAM PROJECT

THIS AGREEMENT is dated effective September 19, 2022,

AMONG:

ELCORA ADVANCED MATERIALS CORP., a body corporate
incorporated under the laws of the Province of Nova Scotia, Canada

(“**Elcora**”)

AND:

STÉ MINIÈRE ERMAZON SARL, a body corporate
incorporated under the laws of Morocco

(“**Optionor**”)

AND:

GOLD LION RESOURCES INC., a body corporate incorporated
under the laws of the Province of British Columbia, Canada

(“**Optionee**”)

WHEREAS:

- (A) Elcora is the sole shareholder of Optionor;
- (B) Optionor is the sole legal and beneficial owner of a mining claim comprising the Property, as such term is defined herein; and
- (C) Optionor has agreed to grant an exclusive option to Optionee to acquire up to a fifty percent (50%) undivided interest in and to the Property, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

PART 1 DEFINITIONS AND INTERPRETATION

Definitions

1.1 For the purposes of this Agreement, except as otherwise expressly provided herein, the following words and phrases will have the following meanings:

- (a) **“Agreement”** means this Mineral Option Agreement and the Schedules hereto;
- (b) **“Business Day”** means any day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia;
- (c) **“Effective Date”** means the date of this Agreement first written above;
- (d) **“Elcora”** has the meaning given on page 1 hereof;
- (e) **“Encumbrance”** means any mortgage, privilege, easement, charge, hypothecation, lien, pledge, security interest, adverse claim, assignment, option, claim or other title defect, or other encumbrance of any kind or nature whatsoever (including any agreement to give any of the foregoing), whether or not registered or registrable or whether consensual or arising by operation of law (statutory or otherwise);
- (f) **“Environmental Liability”** means any claim, demand, loss, liability, damage, cost or expense (including legal fees) suffered or incurred in respect of environmental cleanup and remediation obligations and liabilities arising directly or indirectly from operations or activities conducted in or on the Property;
- (g) **“Exchange”** means the Canadian Securities Exchange;
- (h) **“Governmental Authority”** means any foreign, domestic, national, federal, provincial, territorial, state, regional, municipal or local government or authority, quasi government authority, fiscal or judicial body, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing;
- (i) **“Joint Venture”** means a joint venture relationship to be created by Optionor and Optionee pursuant to this Agreement to further explore, develop and exploit the Property;
- (j) **“Joint Venture Agreement”** means a joint venture agreement to be (i) agreed upon by the Parties in accordance herewith, or (ii) deemed to exist upon the creation of the Joint Venture and until a formal agreement is entered into;
- (k) **“Liability”** means:

- (i) any debt, obligation, liability, loss, expense, cost or damage of any kind and however arising, including penalties, fines and interest and including those which are prospective or contingent and those the amount of which is not ascertained or ascertainable; and
 - (ii) a demand, claim, action or proceeding however arising and whether present, unascertained, immediate, future or contingent;
- (l) **“Minerals”** means all ores and concentrates or metals derived from them, containing precious, base and industrial minerals (including gems and uranium) which are found in, on or under the Property and may lawfully be explored for, mined and sold under the Mineral Rights and other instruments of title under which the Property is held;
- (m) **“Mineral Rights”** means:
 - (i) prospecting licences, exploration licences, mining leases, mining licences, mineral concessions and claims, research permits, and all other forms of mineral tenure or other rights to Minerals, or to work upon lands for the purpose of searching for, developing or extracting Minerals under any form of mineral title recognized under the laws applicable in Morocco, whether contractual, statutory or otherwise, or
 - (ii) any interest in any of the foregoing;
- (n) **“Option”** means the exclusive right herein granted by Optionor to Optionee to permit Optionee to acquire up to a fifty percent (50%) undivided right, title and interest in the Property;
- (o) **“Option Period”** means the period from the date hereof to and including the date of exercise or termination of all portions of the Option;
- (p) **“Optionee”** has the meaning given on page 1 hereof;
- (q) **“Optionee Disclosure Documents”** means all continuous disclosure documents filed by or on behalf of Optionee on SEDAR pursuant to National Instrument 51-102 – *Continuous Disclosure Obligations*;
- (r) **“Optionor”** has the meaning given on page 1 hereof;
- (s) **“Other Rights”** means any interest in real property, whether freehold, leasehold, license, right of way, easement, any other surface or other right in relation to real property, and any right, licence or permit in relation to the use or diversion of water, but excluding any Mineral Rights;
- (t) **“Party”** means a party to this Agreement, and **“Parties”** means both all parties to this Agreement;

- (u) **“Property”** means the Mineral Rights, and Other Rights, if any, pertaining to the properties described in Schedule “A”, together with any present or future renewal, extension, modification, substitution, amalgamation or variation of any of those Mineral Rights or Other Rights (whether granting or conferring the same, similar or any greater rights and whether extending over the same or a greater or lesser domain); and
- (v) **“Shares”** means common shares in the capital of Optionee.

Interpretation

1.2 For the purposes of this Agreement, except as otherwise expressly provided herein:

- (a) the words **“herein”**, **“hereof”**, and **“hereunder”** and other words of similar import refer to this Agreement as a whole and not to any particular Part, Section or other subdivision or Schedule;
- (b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to a person (including a Party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or Governmental Authority;
- (d) reference to a body, other than a Party (including, without limitation, an institute, association or Governmental Authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (e) a reference to a Part, Section or Schedule means a Part, Section or Schedule of this Agreement;
- (f) a reference to any Party includes that Party’s executors, administrators, substitutes (including, but not limited to, persons taking by novation), successors and permitted assigns;
- (g) a reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced except to the extent prohibited by this Agreement or that other agreement or document;

- (h) a reference to a party to a document includes the party's executors, administrators, substitutes (including, but not limited to, persons taking by novation), successors and permitted assigns;
- (i) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation, code, by-law, ordinance or statutory instrument issued under it;
- (j) a reference to writing includes a facsimile or electronic mail transmission and any means of reproducing words in a tangible and permanently visible form;
- (k) headings are for convenience only, do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;
- (l) the word "*including*" means "*including without limitation*" and "*include*" and, "*includes*" will be construed similarly;
- (m) where the phrase "*to the knowledge of*" or similar expressions are used in this Agreement, it will be a requirement that the person in respect of whom the phrase is used must have made the enquiries that are reasonably necessary to enable that person to make the statement or disclosure;
- (n) a provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement;
- (o) a reference to currency means Canadian currency; and
- (p) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

Schedules

1.3 The following Schedules are attached to and incorporated in this Agreement:

- (a) Schedule "A" – Property Description.

PART 2 REPRESENTATIONS, WARRANTIES AND COVENANTS OF ELCORA AND OPTIONOR

2.1 Each of Elcora and Optionor hereby jointly and severally represent and warrant to Optionee as follows:

- (a) Optionor is, and at the time of any transfer to Optionee of any interest in the Property pursuant to the exercise of the Option will be, the legal and beneficial owner of one hundred percent (100%) of the Property, free and clear of all Encumbrances and claims of others, except for any interests granted to Optionee hereunder;
- (b) Optionor is legally entitled to hold its interest in and to the Property and will remain so entitled until any applicable interest of Optionor in the Property which is subject to the Option has been duly transferred to Optionee as contemplated hereby;
- (c) the Property is properly and accurately described in Schedule "A";
- (d) the Mineral Rights have been duly and validly located and recorded pursuant to the laws of Morocco and are in good standing with respect to all filings, fees, taxes, assessments, work commitments or other conditions on the Effective Date;
- (e) neither Elcora nor Optionor has notice or knowledge of any proposal to terminate or vary the terms of or rights attaching to the Property from any Governmental Authority, or of any challenge to Optionor's right, title or interest in the Property;
- (f) no toxic or hazardous substance or waste is or has been treated, stored, disposed of or located on the Property as a result of activities of Optionor in title or interest;
- (g) to the knowledge of Elcora and Optionor, no toxic or hazardous substance or waste is or has been otherwise stored or disposed on the Property;
- (h) there is no pending or ongoing claim or action taken by or on behalf of any native or indigenous persons with respect to any lands or Mineral Rights included in the Property;
- (i) there are not any adverse claims or challenges against or to the ownership of or title to the Property, nor to the knowledge of Elcora or Optionor is there any basis therefor, and there are no outstanding agreements or options to acquire or to purchase the Property or any portion thereof, and no person has any royalty or other interest whatsoever in production from the Property;
- (j) except for the officialization of required by the Moroccan Ministry of Energy, Mines and the Environment, no third party consent of any kind is required by Elcora or Optionor to enter into this Agreement and grant the Option contemplated hereby;
- (k) neither Elcora nor Optionor is aware of any facts relating to the Property which, if known to Optionee, could reasonably be expected to cause Optionee to decide not to enter into this Agreement or not to proceed to exercise the Option;
- (l) each of Elcora and Optionor is a non-resident of Canada for the purposes of section 116 of the *Income Tax Act* (Canada), and accordingly each of Elcora and Optionor acknowledges and agrees that Optionee is entitled to make such withholdings as

may be necessary or advisable pursuant to the Tax Act with respect to any cash payments or issuances of Shares hereunder;

- (m) each of Elcora and Optionor has been duly incorporated, amalgamated or continued and validly exists as a corporation in good standing under the laws of its jurisdiction of incorporation, amalgamation or continuation;
- (n) each of Elcora and Optionor has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transactions herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any Encumbrance under the provisions of the articles or the constating documents of Elcora or Optionor or any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which Elcora or Optionor is a party or by which it is bound or to which it or the Property may be subject; and
- (o) no proceedings are pending for, and neither Elcora nor Optionor is aware of any basis for the institution of any proceedings leading to, the dissolution or winding up of Elcora or Optionor or the placing of Elcora or Optionor in bankruptcy or subject to any other laws governing the affairs of insolvent corporations.

- 2.2 The representations and warranties contained in Section 2.1 are provided for the exclusive benefit of Optionee, and any misrepresentation or breach of warranty may be waived by Optionee in whole or in part at any time without prejudice to its rights in respect of any other misrepresentation or breach of the same or any other representation or warranty. The representations and warranties contained in Section 2.1 will survive the execution hereof and continue through the Option Period and for a period of two (2) years thereafter, and will be treated as made and be binding upon Elcora and Optionor continuously during such period.

PART 3 REPRESENTATIONS AND WARRANTIES OF OPTIONEE

- 3.1 Optionee hereby represents and warrants to Elcora and Optionor as follows:

- (a) Optionee has been duly incorporated, amalgamated or continued and validly exists as a corporation in good standing under the laws of its jurisdiction of incorporation, amalgamation or continuation;
- (b) Optionee has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transactions herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any Encumbrance under the provisions of the articles or the constating documents of Optionee or any shareholders' or directors' resolution,

indenture, agreement or other instrument whatsoever to which Optionee is a party or by which it is bound;

- (c) no proceedings are pending for, and Optionee is unaware of any basis for the institution of any proceedings leading to, the dissolution or winding up of Optionee or the placing of Optionee in bankruptcy or subject to any other laws governing the affairs of insolvent corporations;
- (d) the Optionee Disclosure Documents do not as of the date filed on SEDAR, and subject to additional new or corrective information as subsequently filed documents, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of circumstances in which they were made not misleading;
- (e) the issued and outstanding Shares of Optionee are listed and posted for trading on the Exchange and no order ceasing or suspending trading in any securities of Optionee has been issued and no proceeding for such purpose are pending or threatened;
- (f) the Shares allotted and issued to Elcora or Optionor hereunder will, at the time of delivery to Elcora or Optionor hereunder, be duly authorized and validly allotted and issued as fully paid and non-assessable free of any Encumbrances; and
- (g) on the date of receipt hereunder by Elcora or Optionor of the certificate or certificates representing the Shares allotted and issued to Elcora or Optionor hereunder, every consent, approval, authorization, order or agreement of the Exchange that is required for the issuance of such Shares, as applicable, and the delivery to Optionor of such certificate or certificates to be valid will have been obtained and will be in effect.

- 3.2 The representations and warranties contained in Section 3.1 are provided for the exclusive benefit of Elcora and Optionor and a misrepresentation or breach of warranty may be waived by Elcora on Behalf of Elcora and Optionor in whole or in part at any time without prejudice to their rights in respect of any other misrepresentation or breach of the same or any other representation or warranty. The representations and warranties contained in Section 3.1 will survive the execution hereof and continue through the Option Period and for a period of two (2) years thereafter, and will be treated as made and be binding upon Optionee continuously during such period.

PART 4

INDEMNITY – REPRESENTATIONS AND WARRANTIES

- 4.1 Elcora and Optionor will jointly and severally indemnify and save Optionee harmless from and against any and all Liability which Optionee suffers, sustains or incurs arising out of or in connection with the breach of any representation or warranty given or made by Elcora and/or Optionor under this Agreement.

- 4.2 Optionee will indemnify and save Elcora and Optionor harmless from and against any and all Liability which they suffer, sustain or incur arising out of or in connection with the breach of any representation or warranty given or made by Optionee under this Agreement.
- 4.3 It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

PART 5 INDEMNITY – ENVIRONMENTAL

- 5.1 Elcora and Optionor will jointly and severally indemnify and save Optionee harmless from and against any and all Environmental Liability which Optionee suffers, sustains or incurs arising directly or indirectly from any operations or activities conducted in or on the Property prior to the Effective Date.
- 5.2 The provisions of this Part 5 will survive any termination of this Agreement.

PART 6 GRANT OF OPTION

- 6.1 Optionor hereby grants to Optionee the sole and exclusive right and option, subject to the terms of this Agreement, to acquire up to a fifty percent (50%) undivided interest in and to the Property free and clear of all Encumbrances, as follows:
 - (a) Optionee will have the sole and exclusive right and option, subject to the terms of this Agreement, to acquire a twenty five percent (25%) undivided interest in and to the Property free and clear of all Encumbrances, by satisfying the following requirements on the Effective Date (or as soon as practicable thereafter):
 - (i) allotting and issuing to Optionor or Elcora, as directed by Elcora, as fully paid and non-assessable, a number of Shares determined by dividing \$250,000 by the closing price of the Shares on the Exchange on the date prior to the Effective Date; and
 - (ii) paying to Optionor or Elcora, as directed by Elcora, \$75,000, less the aggregate amount any deposit amounts advanced by Optionee to Elcora or Optionor pursuant to a Letter of Intent dated August 10, 2022 executed by Elcora Advanced Metals Inc. and Optionee.
 - (b) Upon securing a manganese exploitation license for the Property, Optionor will provide notice to Optionee with evidence of such license which is satisfactory to Optionee, action reasonably. Upon receipt of such notice, Optionee will have the sole and exclusive right and option, subject to the terms of this Agreement, to acquire an additional fifteen percent (15%) undivided interest in and to the Property free and clear of all Encumbrances, by satisfying the following requirement within five (5) Business Days from receipt of such notice:

- (i) paying to Optionor or Elcora, as directed by Elcora, an additional \$125,000.
 - (c) Optionor will provide to Optionee no less than thirty (30) days' advance notice of the anticipated date of commencement of production from the Property. Upon receipt of such notice, Optionee will have the sole and exclusive right and option, subject to the terms of this Agreement, to acquire an additional ten percent (10%) undivided interest in and to the Property free and clear of all Encumbrances, by satisfying the following requirement no later than fifteen (15) Business Days prior to the notice's anticipated date of commencement of production from the Property:
 - (i) paying to Optionor or Elcora, as directed by Elcora, an additional \$50,000.
 - (d) The Optionee and the Optionor agree that the Optionor shall operate and manage the mining of the ore from the Property for a fee equal to 20% of the pre-tax profits generated from mining the ore on the Property.
 - (e) The Optionee and the Optionor agree that the Optionor will manage the processing and refining of the ore mined on the Property for a fee equal to 20% of the pre-tax profits generated by processing and refining the ore from the Property.
 - (f) The Optionee and the Optionor agree to share the net profit on an ownership prorata basis of the undivided interest in and to the Property
 - (g) The Optionee and the Optionor agree to share on an ownership prorata basis the additional CAPEX, in addition to the cash payments made by the Optionee under Sections 6.1(a), (b) and (c), required to develop the Property and the processing.
- 6.2 All Shares issued by Optionee to Optionor or Elcora pursuant to this Agreement will be subject to such resale restrictions as may be imposed by applicable securities law and the Exchange.
- 6.3 If Optionee undertakes a change in capitalization affecting its Shares, such as subdivision, consolidation or reclassification of the Shares or other relevant changes in Shares, including any adjustment arising from a merger, acquisition or plan of arrangement, such proportionate adjustments, if any, appropriate to reflect such change will be made by Optionee with respect to the number of Shares which may be allotted and issued by Optionee to Optionor or Elcora hereunder.
- 6.4 This Agreement is an option only and nothing herein contained will be construed as obligating Optionee to do any acts or make any payments hereunder, and any act or acts or payment or payments as will be made hereunder will not be construed as obligating Optionee to do any further act or make further payment or payments.

PART 7 EXERCISE OF OPTION

- 7.1 Optionee may in its sole discretion at any time accelerate the payment of the consideration described in Section 6.1 to exercise the applicable portion of the Option and thereby earlier acquire its applicable interest in the Property.
- 7.2 If Optionee makes the issuance and/or payments of an applicable portion of the Option as described in Section 6.1, it will, without any further act or payment, have and be deemed for all purposes to have exercised such applicable portion of the Option. If Optionee does not fulfill all the terms and conditions of an applicable portion of the Option as described in Section 6.1, Optionee will have not earned such applicable interest in the Property, and the applicable portion of the Option and all subsequent portions of the Option will terminate.
- 7.3 If and when any portion of the Option has been exercised, the applicable percentage of the right, title and interest to the Property will thereupon vest in Optionee free and clear of all Encumbrances, and Optionor will assign, transfer and set over to Optionee the applicable percentage of the right, title and interest in and to the Property.
- 7.4 If and when any portion of the Option has been exercised, the Parties will be deemed to have formed a Joint Venture. The Parties will use their reasonable commercial efforts to negotiate, settle upon, execute and deliver a Joint Venture Agreement in respect of the Property on the terms and conditions normally provided for in commercial transactions of such nature that are mutually acceptable to the Parties, acting in good faith, within sixty (60) days of the deemed formation of the Joint Venture; provided that, in the event the Parties cannot, within sixty (60) days, reach an agreement on the terms of the Joint Venture Agreement, any such additional terms may be set by an arbitrator appointed for such purpose pursuant to the *Arbitration Act* (British Columbia). The Joint Venture Agreement will provide, *inter alia*, that: (a) Optionor will serve as the initial operator of the Joint Venture; and (b) each Party will contribute its pro rata share of further expenditures to maintain its interest in the Property and the Joint Venture within thirty (30) days of written notice.

PART 8 OBLIGATIONS OF OPTIONOR DURING OPTION PERIOD

- 8.1 During the Option Period, unless otherwise agreed in writing between the Parties, Optionor will, and Elcora will cause Optionor to:
- (a) do all work on the Property in a good and workmanlike fashion and in accordance with all applicable laws, regulations, orders and ordinances of any Governmental Authority;
 - (b) maintain in good standing the Mineral Rights by the payment of fees, taxes and rentals;

- (c) not create or permit any Encumbrance on the Property;
- (d) upon execution of this Agreement, deliver or cause to be delivered to Optionee copies of all available maps and other documents and data in Elcora's and/or Optionor's possession respecting the Property; and
- (e) permit the directors, officers, employees and designated consultants of Optionee, at their own risk, access to the Property at all reasonable times, provided that Optionee agrees in writing to indemnify and save Optionor and Elcora harmless from any and all Liabilities that they may incur or suffer as a result of any injury (including injury causing death) to any director, officer, employee or designated consultant of Optionee while on the Property.

PART 9 EXCHANGE APPROVALS

- 9.1 Each of the Parties acknowledges and agrees that their respective rights and obligations hereunder are subject to acceptance by the Exchange, if required under the policies of the Exchange, of a filing to be made in respect of this Agreement.
- 9.2 Upon execution of the Agreement, Optionee will become responsible for all filings required under the policies of the Exchange and to obtain the approval of this Agreement by the Exchange, if required under the policies of the Exchange. Each of the Parties will use reasonable commercial efforts to have this Agreement accepted for filing by the Exchange, if required under the policies of the Exchange, promptly following execution of this Agreement.

PART 10 FORCE MAJEURE

- 10.1 If a Party is at any time either during the Option Period or thereafter prevented from or delayed in complying with or performing any provisions of this Agreement by reason of strikes, lock-outs, labour shortages, power shortages, fuel shortages, fires, wars, inclement weather, acts of God, governmental regulations restricting normal operations, excluding any restrictions related to the COVID 19 outbreak, shipping delays, delays in obtaining required governmental or regulatory approvals or permits, aboriginal land claims, environmental claims or notices (or inability to obtain or delays in obtaining environmental consents) or any other reason or reasons (other than lack of funds) beyond the control of such Party, the applicable time limit for the performance by such Party of its obligations hereunder or the exercise by such Party of its rights hereunder will be extended by a period of time equal in length to the period of each such prevention or delay.
- 10.2 A Party intending to rely on Section 10.1 will give prompt notice to each other Party of each event of force majeure under Section 10.1, and upon cessation of such event will furnish each other Party with notice to that effect together with particulars of the number

of days by which the obligations or rights of such Party hereunder have been extended by virtue of such event of force majeure and all preceding events of force majeure.

PART 11 CONFIDENTIAL INFORMATION

- 11.1 No information furnished by Elcora or Optionor to Optionee hereunder in respect of the activities carried out on the Property by them will be published by Optionee without the written consent of Elcora, but such consent in respect of the reporting of factual data will not be unreasonably withheld, and may not be withheld in respect of information required to be publicly disclosed pursuant to applicable securities or corporate laws. This Section will continue through the Option Period and will survive any termination of this Agreement.

PART 12 ASSIGNMENT

- 12.1 For the duration of the Option Period:
- (a) neither Elcora nor Optionor may assign its interest in this Agreement without the prior written consent of Optionee; and
 - (b) Optionee may not assign its interest in this Agreement without the prior written consent of Elcora.

PART 13 NOTICES

- 13.1 All notices, requests, demands, claims, and other communications required or permitted hereunder (each, a “**Notice**”) will be in writing and will be delivered by (a) personal delivery, (b) certified or registered mail (first class postage pre-paid), (c) guaranteed overnight delivery by recognized courier, or (d) by e-mail, addressed to the address for a Party indicated on in this Part (or to such other addresses which such Party will subsequently designate by like notice to the other Parties).
- 13.2 Any Notice made or given by personal delivery, courier or email to the Party to whom it is addressed as provided above will be deemed to have been given and received on the day it is so delivered at such address or, in the case of an email, the day in which transmission is confirmed. If such day is not a Business Day, or if the Notice is received after 4:00 p.m. (addressee’s local time), then the Notice will be deemed to have been given and received on the next Business Day. Any Notice sent by prepaid registered mail will be deemed to have been given and received on the fifth (5th) Business Day following the date of its mailing. Notices sent to an e-mail address will be deemed to be received upon the sender’s receipt of an automatic or other written acknowledgement from the intended recipient.

13.3 Any Notice required or permitted to be delivered to Optionor hereunder may be delivered to Elcora on behalf of Optionor.

13.4 The address for service of each of the Parties hereto will be as follows:

if to Elcora and/or Optionee:

Elcora Advanced Materials Corp.
275 Rocky Lake Drive
Suite 11
Bedford, Nova Scotia
B4A 2T3
Attn: CEO
Email: **[redacted]**

if to Optionor:

Gold Lion Resources Inc.
Suite 600-1090 West Georgia Street
Vancouver, BC V6E 3V7
Attn: CEO
Email: **[redacted]**

with a copy to:

Beadle Raven LLP
Suite 600-1090 West Georgia Street
Vancouver, BC V6E 3V7
Attn: Michael Raven
Email: **[redacted]**

or such other address as may be designated by notice to the other Parties.

PART 14 GENERAL

No Deemed Consent

14.1 No consent or waiver expressed or implied by any Party in respect of any breach or default by any other Party in the performance of such other of its obligations hereunder will be deemed or construed to be a consent to or a waiver of any other breach or default.

Further Assurances

14.2 The Parties will promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance which may be reasonably

necessary or advisable to carry out fully the intent of this Agreement or to record wherever appropriate the respective interests from time to time of the Parties in the Property.

Enurement

- 14.3 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, subject to the conditions hereof.

Governing Law

- 14.4 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and the Parties hereto irrevocably attorn to the jurisdictions of the courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement.

No Partnership

- 14.5 It is not the intention of the Parties to create, nor will this Agreement be construed to create, any mining, commercial or other partnership. None of the Parties will have any authority to act for or to assume any obligation or responsibility on behalf of any other Party, except as expressly provided herein. The rights and duties of the Parties will be several and not joint or joint and several.

No Modification

- 14.6 No modification, alteration or waiver of the terms herein contained will be binding unless the same is in writing, dated subsequently hereto, and fully executed by the Parties.

Agreement Will Control

- 14.7 If there is any inconsistency between the terms of this Agreement and any Schedule hereto, the terms of this Agreement will control.

Time

- 14.8 Time will be of the essence hereof.

Entire Agreement

- 14.9 This Agreement and the Schedules attached hereto set forth the entire agreement and understanding of the Parties in respect of the transactions contemplated hereby and supersede all prior agreements and understandings, oral or written, among the Parties or their respective representatives with respect to the matters herein and will not be modified or amended except by written agreement signed by the parties to be bound thereby.

Legal and Other Fees

- 14.10 Each Party will be responsible for its own legal, accounting and other professional fees and expenses incurred in connection with the negotiation and settlement of this Agreement and the other matters pertaining hereto.

Independent Legal Advice

- 14.11 Each of the Parties acknowledge and agree that it has been afforded sufficient time to obtain independent legal advice with respect to this Agreement, and that it has had a reasonable opportunity to do so prior to executing this Agreement.

Counterparts

- 14.12 This Agreement may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart agreement or facsimile so executed are deemed to be an original and such counterparts and facsimile copies together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first set forth above.

ELCORA ADVANCED MATERIALS CORP.

Per: **"Troy Grant"**

Name: Troy Grant
Title: CEO

STÉ MINIÈRE ERMAZON SARL

Per: **"Denis Choquette"**

Name: Denis Choquette
Title: General Manager

GOLD LION RESOURCES INC.

Per: **"Guy Bourgeois"**

Name: Guy Bourgeois
Title: CEO

SCHEDULE “A”

Property Description

Mineral Rights

Research Permit No. 3538477

I – IDENTIFICATION

Owner: Sté Minière ERMAZON SARL;

Address:

No 40 situé au 4^{ème} étage – Bd Mly Slimane AM Sebaa, Casablanca, Maroc;

Administrative Framework Manganese Research License PR 3538477

Regional Directorate of Energy and Mines	BENI MELLAL-KHENIFRA
Economic Regions	CENTRE
Province	KHENIFRA
Circle	AGUELMOUS
Caïdat	AGUELMOUS
Commune	OUM RABIA
Locality	THE HAMMAM
Pivot Point (PP) coordinates	<u>TICHNIOUINE</u> X= 501184 AND Y= 278457 6800 WEST _____5950 NORD

Permit Centre/ PP	<u>PR 3538477 :</u> X= 494384 AND Y= 284407		
Date of Institution and Renewal		01/12/2014	30/11/2017
		01/12/2017	30/11/2021
Sheet at 1:100,000	AZROU		

II – GENERAL

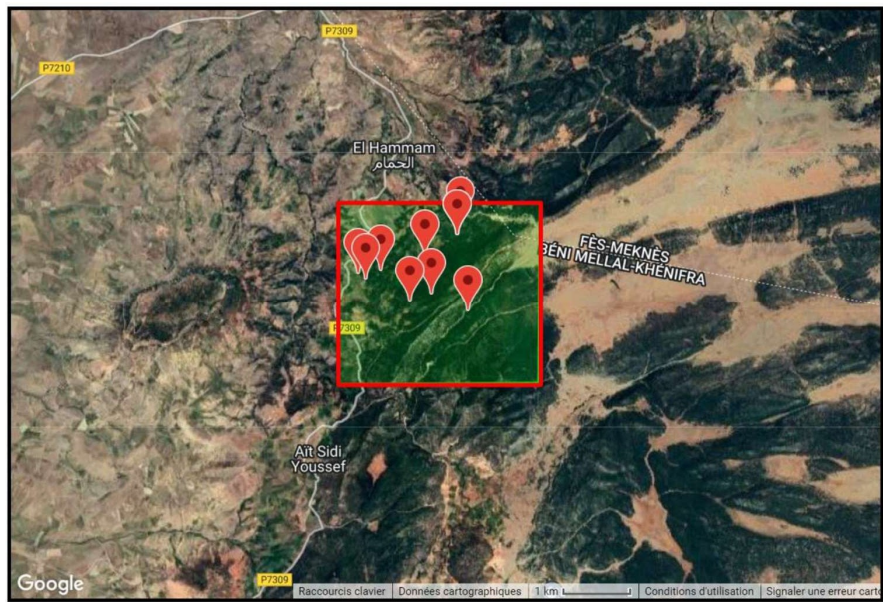
Location:

The Property is located, at the level of El Hammam, in the municipality of Oum Rabia, circle of Aguelmous; in the province of Khénifra, region of Beni-Mellal Khenifra, authorized by the Regional Directorate of Energy and Mines of Beni Mellal.

The mining site is located at El Hammam, 8 km as the crow flies east of M'rirt, 28 km NE from the city of Khénifra and about 10 km northwest of the sources of Oum Rabia.

This area is located in the Middle Atlas. It is accessible via the national road n° 8 linking Khénifra to M'rirt then at M'rirt, taking the provincial road n° P 7210 towards the north-east at about 8 km, then the provincial road n° P 7309 to the centre of El Hammam which belongs to the permit; a developed track leads to the mining works.

Figure 1: Geographic Location and Access to the Property:



[End of Schedule “A”]