

**ROYALTY AGREEMENT**

- Among -

**NEXGOLD MINING CORP.**

- and -

**GOLDBORO GOLD MINES INC.**

- and -

**APPIAN CANADA GOLDBORO LTD.**

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September 24, 2025

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## ROYALTY AGREEMENT

**ROYALTY AGREEMENT** dated September 24, 2025.

**AMONG:**

**NEXGOLD MINING CORP.**, a corporation existing under the laws of the Province of British Columbia (the “**Parent**”)

- and -

**GOLDBORO GOLD MINES INC.**, a corporation incorporated under the laws of the Province of Ontario (the “**Payor**”)

- and -

**APPIAN CANADA GOLDBORO LTD.**, a corporation incorporated under the laws of the Province of Ontario (the “**Payee**”)

**WHEREAS:**

- (A) The Payor owns and intends to develop the Project.
- (B) The Parent is the indirect legal and beneficial owner of all of the issued and outstanding shares of the Payor.
- (C) The Payor has agreed to create, grant and convey the Royalty to the Payee in exchange for the payment of the Purchase Price, exclusive of all applicable Sales Taxes, in accordance with the terms and conditions described 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, the Parties agree as follows:

**1. Definitions**

For the purposes of this Agreement (including the recitals), unless the context otherwise requires, each of the following terms shall have the meaning given to it, as set out below, and grammatical variations of such term shall have a corresponding meaning:

“**Abandonment Property**” has the meaning set out in Section 13(d).

“**ADRIC**” has the meaning set out in Section 26(b).

“**Affiliate**” means any Person that directly or indirectly controls, is controlled by, or is under common control with, a Person. For purposes of the preceding sentence, “**control**” means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise;

“**Agreement**” means this Royalty Agreement and all attached schedules, in each case, as such may be amended, restated, modified or superseded from time to time in accordance with the terms hereof.

**“Allowable Deductions”** means, to the extent actually incurred by the Royalty Entities in relation to the following costs in respect of the applicable Minerals, and without double counting:

- (a) charges for and expenses related to transportation of such Minerals from the mine where they are produced to the place such Minerals are smelted, refined, beneficiated or otherwise processed or, if such Minerals are in processed form, from the plant producing the concentrates or other saleable products, to the place where such Minerals are sold or delivered to the purchaser thereof, including all road, sea and rail freight, and incidental costs and expenses, including loading, freight, insurance, security, surveyor fees, storage or stockpiling, transportation, handling, port, delay, forwarding, shipping and demurrage costs incurred in respect thereof;
- (b) charges, expenses, costs and penalties imposed by a purchaser, smelter, refiner or other processor of such Minerals for processing, treatment or beneficiation (other than milling or concentrating), including process charges, costs and penalties;
- (c) all offsite handling and incidental costs and expenses, including handling, tertiary treatment, provisional settlement fees, analyzing, umpire and representation costs, agency, assaying, sampling, weighing, loading, unloading, stockpiling, storage, penalties, including penalties for impurities which inhibit smelting, refining or minting, and other processor deductions;
- (d) ad valorem taxes, severance taxes and any other taxes, levies, imposts, uses, charges, royalties or assessments, net of any recoveries thereof by way of input tax credit, refund, rebate, or similar mechanisms, as are imposed upon the production of Minerals by a Governmental Body; but excluding any of the foregoing that are calculated or otherwise imposed upon the income of any Royalty Entity; and
- (e) sales, marketing and brokerage costs, provided such costs are commercially reasonable, provided:
  - (i) where such Minerals are sold or disposed of by any Royalty Entity to a Related Party; or
  - (ii) if smelting, refining and/or other treatment or assaying and related laboratory work of such Minerals is carried out in facilities owned or controlled (in whole or in part) by the Payor or any of its Related Parties,

then all applicable Allowable Deductions shall be those amounts which would have been paid or incurred by the Royalty Entity on Arm’s Length Terms. For greater certainty, in no event may the Payor, in calculating Allowable Deductions, deduct the cost of mining, milling, leaching, concentrating or any other processing costs related to the mining of such Minerals by the Payor, incurred by any Royalty Entity.

**“Annual Forecast”** means a written report, in relation to a fiscal year, with respect to the Project, to be prepared by or on behalf of the Payor, including with reasonable detail a forecast, based on the current Development and Mine Plan, as applicable, of the quantity of Minerals expected to be produced during such fiscal year on a month-by-month basis and over the remaining life of the mine on a year-by-year basis and other matters, including:

- (a) the amount and a description of planned development, operating and capital expenditures;

- (b) a review of the planned exploration activities for the year, including the amount and a description of planned exploration expenditures;
- (c) types, tonnes and grade of Minerals to be mined;
- (d) types, tonnes and grade of Minerals to be stockpiled;
- (e) with respect to the processing facilities, the types, tonnes and grade of Minerals to be processed; expected recoveries and grades for Minerals; and
- (f) if the Project has not yet achieved Commercial Production, an update and forecast regarding the timing for the achievement of Commercial Production and progress reports with respect to the Property.

**“Annual Report”** means, prior to the commencement of Commercial Production, a written report in relation to the preceding fiscal year with respect to the Project, which, subject to Confidentiality Redactions or other applicable confidentiality obligations, sets out the following in reasonable detail (sufficient to enable the Payee to make an assessment of such activities and operations):

- (a) the work carried out by or on behalf of the Payor on or in respect of the Property during that year;
- (b) an update of the Payor’s proposed drilling and exploration activities on the Property during the next year including the amount and a description of exploration expenditures;
- (c) a status report on the development (including permitting) activities for the year and a report on any material issues or departures from the applicable Development and Mine Plan as was in effect on the first day of the year;
- (d) an update of the Development and Mine Plan expenditure and budget, which includes updated Mineral Resources and Mineral Reserves and forecasted production;
- (e) prices used by the Payor for short term and long term planning purposes with respect to the Property;
- (f) to the knowledge of the Payor, details of any material violation of Applicable Law; and
- (g) details of any material First Nations or local community disputes or issues that have occurred on the Property or in respect of the Project
- (h) any other material activities and operations conducted upon or with respect to the Property; and

from the date of Commercial Production, a written report in relation to the preceding fiscal year with respect to the Project, which, subject to Confidentiality Redactions or other applicable confidentiality obligations, sets out the following in reasonable detail (sufficient to enable the Payee to make an assessment of such activities and operations):

- (a) types, tonnes and grade of and waste Minerals mined;
- (b) types, tonnes and grade of Minerals stockpiled;

- (c) with respect to the processing facilities, the types, tonnes and grade of Minerals processed; recoveries and grades for Minerals;
- (d) the amount of concentrate (and moisture content of concentrate) or other material, and the number of ounces of Minerals contained therein, produced or processed during such year, but not delivered to a Third Party Payor by the end of such year;
- (e) the amount of concentrate or other material, and the number of ounces of Minerals contained therein, produced and delivered to and paid for by a Third Party Payor;
- (f) the amount of concentrate or other material, and the number of ounces of Minerals contained therein, produced and delivered to and not yet paid for by a Third Party Payor and the names and addresses of each such Third Party Payor;
- (g) the payment to the Payee and/or estimated payment to the Payee with respect to Minerals referred to in subsection (e) and (f) of this definition on account of the Royalty;
- (h) a reconciliation between any estimated payment specified in an Annual Report pursuant to subsection (g) of this definition for a preceding year, if any, and the final payment;
- (i) such other information as the Payee may reasonably request relating to Minerals;
- (j) the amount and a description of operating and capital expenditures;
- (k) a statement setting out the Mineral Reserves and Mineral Resources (by category) prepared in accordance with National Instrument 43-101 (with the assumptions used, including cut-off grade, metal prices and metal recoveries);
- (l) a review of the development (including permitting) and operating activities for the year and a report on any material issues or departures from that contemplated by the applicable Development and Mine Plan as of the first day of the year;
- (m) a review of the exploration activities for the year, including the amount and a description of exploration expenditures;
- (n) except if such materials are publicly filed, copies of the Payor's annual financial statements;
- (o) details of any actual or expected Material Adverse Effect on development or production or recovery of Minerals compared to the then current Development and Mine Plan, whether as to quantity or timing, together with the details of the plans to resolve or mitigate such matters;
- (p) if applicable, an estimate of the percentage completion of the major elements of construction compared to the initial development plan, the anticipated date of Construction Completion, and the commencement of Commercial Production, in each case if it has not yet then occurred;
- (q) details of any Offtake Agreements entered into, amended or varied during such quarter, in each case, specifying the type of Minerals, quantity of Minerals to be sold to each offtaker, and the payable terms relating to Minerals;

- (r) if applicable, details of any material health or safety incidents or violations and/or material violations of any Applicable Laws (including Environmental Laws);
- (s) if applicable, details of any material First Nations or local community disputes or issues that have occurred on the Property or in respect of the Project; and
- (t) if applicable, any other material activities and operations conducted upon or with respect to the Property.

“**Applicable Law**” means any law (including common law and equity), any international or other treaty, any domestic or foreign constitution or any multinational, federal, provincial, territorial, state, municipal, county or local statute, law, ordinance, code, rule, regulation, Order (including any securities laws or requirements of stock exchanges and any consent decree or administrative Order), or Authorization of a Governmental Body, in any case applicable to any specified Person, property, transaction or event, or any such Person’s property or assets.

“**Arbitration**” has the meaning set out in Section 26(b).

“**Arm’s Length Terms**” means, for the purposes of calculating any part of the Royalty, prices and terms no less or more favourable to the Royalty Entities than those which would be paid and agreed to by a third party in an arm’s length transaction under similar circumstances.

“**Authorization**” means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter (i) from any Governmental Body having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person’s property or business and affairs (including any zoning approval, mining permit, development permit, exploration permit, building permit) or (ii) from any Person in connection with any easements or other contractual or real property rights, any water rights and permits and other evidence of authority or approval to appropriate and/or use ground or surface water, or any Utility Commitments).

“**Average COMEX Price**” means, for any given Calculation Period, the average of the daily COMEX settlement price for a given commodity (other than gold or silver) as quoted in United States dollars by COMEX (a division of CME Group, Inc.) (or any successor thereto) for such Calculation Period, calculated by dividing the sum of all such quotations during such Calculation Period by the number of such quotations (for greater certainty, if COMEX does not publish price quotations for such commodity, Section 5 shall apply).

“**Average Gold Price**” means, for any given Calculation Period, the average of the daily afternoon (PM) per ounce London Bullion Market Association Gold Price in U.S. dollars quoted by the London Bullion Market Association (currently administered by ICE Benchmark Administration) or any successor thereto, for gold for such Calculation Period, calculated by dividing the sum of all such quotations during such Calculation Period by the number of such quotations.

“**Average Silver Price**” means, for any given Calculation Period, the average of the daily per ounce London Bullion Market Association Silver Price in U.S. dollars quoted by the London Bullion Market Association (currently administered by ICE Benchmark Administration) or any successor thereto, for silver for such Calculation Period, calculated by dividing the sum of all such quotations during such Calculation Period by the number of such quotations.

**“Business Day”** means any day (other than a Saturday or Sunday) on which banks are open for business in Toronto, Ontario, Vancouver, British Columbia, and Halifax, Nova Scotia.

**“Buy-Back Option”** has the meaning set out in Section 9.

**“Calculation Date”** means the last day of each Calculation Period.

**“Calculation Period”** means each calendar quarter during the term of this Agreement; provided that the first Calculation Period shall commence on Commercial Production and the last Calculation Period shall end on the date of termination of this Agreement.

**“Change of Control”** of a Person (the **“Subject Person”**) means the consummation of any transaction or event, including any consolidation, business combination, arrangement, amalgamation or merger or any issue, transfer or acquisition of securities, the result of which is that any other Person (other than an Affiliate of the Subject Person) or group of other persons (other than an Affiliate of the Subject Person) acting jointly or in concert for purposes of such transaction or event (a) becomes the beneficial owners, directly or indirectly, of more than 50% of the votes attached to the voting securities of the Subject Person or (b) otherwise acquires control, directly or indirectly, of the Subject Person, and including by acting with a group of other Persons, of the Subject Person, including through the occupation of a majority of the seats (other than the vacant seats) on the board of the Subject Person by individuals who were neither (i) nominated by the board of the Subject Person nor (ii) appointed, approved or endorsed by members of the board of the Subject Person.

**“Closing”** has the meaning set out in Section 7(a).

**“Closing Date”** has the meaning set out in Section 7(a).

**“Commercial Production”** means the date on which Precious Metals have been mined from the Property and processed by the mill and ancillary plant facilities of the Project at an average rate of at least 70% of the constructed design capacity thereof (which capacity shall not be less than as set out in the Project Feasibility Study) for a period of thirty (30) consecutive days of operation.

**“Competitor”** means any Person who is primarily engaged in the business of exploring, developing and/or operating precious metal mining projects, excluding:

- (a) any Person who is primarily engaged in the business of holding royalties, streaming interests and/or other passive investments in mineral resource properties;
- (b) any Person who is a credit institution, investment firm or other financial institution (including, banks, insurance companies, trust funds and similar entities) or Affiliate thereof; and
- (c) any Affiliate of any such Competitor that is a streaming or royalty entity that has its own management team which is separate from the management team of the Competitor and in relation to which reasonable measures are in place to safeguard the confidential information of the Payor and the Parent from disclosure to such Competitor.

**“Conditional Acceptance Notice”** has the meaning set out in Section 15(c)(iii).

**“Confidentiality Redactions”** means redactions from the relevant document of any information which (i) is subject to *bona fide* confidentiality restrictions contained in an agreement entered into between any Royalty Entity and a third party, in respect of which such third party does not consent to disclosure of information to the Payee following the Payor having used its commercially reasonable efforts to obtain such consent, and (ii) is not required for the calculation of the Royalty or the exercise of the Payee’s rights and remedies under this Agreement.

**“Construction”** means major earthworks has been commenced, and such physical work is ongoing, in accordance with the then-current development and mine plan for such project.

**“Construction Completion”** means material completion of construction of processing facilities at the Project in accordance with the minimum design capacity set out in the Project Feasibility Study and the commencement of commissioning of such processing facilities, including obtaining all required material permits required to commission and operate the processing facilities. Disputes between the Parties with respect to Construction Completion shall be resolved in accordance with Section 26(a), failing which, such matter shall be resolved by an Independent Expert (Engineering) under Section 26(c).

**“Contaminant”** means any solid, liquid, gas, odor, heat, sound, vibration, radiation, or combination of any of them, that does or is reasonably expected to:

- (a) impair the quality of the Environment for any use that can be made of it;
- (b) injure or damage property or plant or animal life;
- (c) adversely affect the health of any individual;
- (d) impair the safety of any individual;
- (e) render any plant or animal life unfit for use by humans; or
- (f) create a liability under any Environmental Law;

and includes any **“contaminant”** within the meaning ascribed to such term in any Environmental Law.

**“control”** has the meaning (and the terms **“controlled by”** and **“under common control with”** have the correlative meanings) set out in the definition of **“Affiliate”** herein.

**“Crown Land Lease”** means the lease contemplated by a Letter of Offer – Lease and License of Crown Lands to Signal Gold Inc. at Goldboro, Guysborough County dated September 5, 2025.

**“Development and Mine Plan”** means, in respect of the Project, the development and/or mine plan adopted by the board of directors of the Parent, as such plan may be amended, restated, revised or supplemented by the Parent from time to time.

**“Dispute”** has the meaning set out in Section 26(a).

**“Dispute Notice”** has the meaning set out in Section 26(a).

**“Encumbrance”** means any mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, security interest, priority or other

security agreement, preferential arrangement, royalty interests, or encumbrance of any kind or nature whatsoever, including any conditional sale or other title retention agreement or the interest of a lessor under a capital lease or finance obligation (or any similar arrangement).

**“Environment”** means the ambient air, all layers of the atmosphere, surface water, underground water, all land (surface and underground), all living organisms and the interacting natural systems that include components of air, land, water, organic and inorganic matter and living organisms, and includes indoor and underground spaces.

**“Environmental Laws”** means any Applicable Law relating to the Environment, occupational health or safety, industrial hygiene, product liability or any past, present or future activity, event or circumstance in respect of any Hazardous Materials (including the use, handling, transportation, production, disposal, discharge or storage thereof or the terms of any Authorization issued in connection therewith) or the environmental conditions on, under or about any real property (including soil, groundwater and indoor, underground and ambient air conditions).

**“Exchange”** means the TSX Venture Exchange or such other stock exchange on which the Parent’s common shares are listed and posted for trading.

**“Execution Date”** means the date hereof.

**“feasibility study”** has the meaning given thereto in National Instrument 43-101.

**“First Nation”** means any First Nation claiming aboriginal rights in relation to the Property and includes any Affiliate of such First Nation and any member of such First Nation.

**“Form 2 Summaries of Agreement”** means collectively, the Form 2 Summary of Agreement – Royalty and the Form 2 Summary of Agreement – Security.

**“Form 2 Summary of Agreement – Royalty”** means the form attached hereto as Schedule H1.

**“Form 2 Summary of Agreement – Security”** means the form attached hereto as Schedule H2.

**“GAAP”** means generally accepted accounting principles for publicly accountable enterprises at the relevant time determined with reference to *The Handbook of the Canadian Institute of Chartered Accountants*, as amended from time to time, which for certainty, for financial periods beginning on or after January 1, 2011, are International Financial Reporting Standards.

**“Goldboro Project Financing”** has the meaning set out in Section 15(b)(i).

**“Goliath Project”** means the Goliath gold project in Northwestern Ontario, Canada owned by the Parent, including the exploration, mining, development, production, processing, recovery, sale, transportation, storage and delivery operations and related assets and infrastructure located on or at or used in connection with the Goliath Property or to mine or process the minerals from the Goliath Property, including all minerals, Authorizations, tailings, fixtures, mines, facilities, equipment and inventory, existing or to be developed, constructed, and operated at or in respect of the Goliath Property, including infrastructure assets, tailings management facilities and other plants.

**“Goliath Property”** means all right, title and interest of any of the Royalty Entities to the Property Interests more particularly described and depicted in Schedule A.

**“Good Mining Practice”** means, in relation to mining and all relevant undertakings pertaining thereto (including geoscience, metallurgy, engineering, processing and tailings storage), those policies, practices, methods and acts engaged in or approved by a person which, in the conduct of its undertaking, exercises that degree of diligence, skill, care, prudence, oversight and stewardship which is commonly observed or would reasonably be expected to be exercised by experienced professionals in the Canadian mining industry, for projects similar to the Project, engaged in the same type of undertaking under the same or similar circumstances. Good Mining Practice shall include adherence to the Mining Association of Canada guidance with respect to tailings storage.

**“Governmental Body”** means the government of Canada or any other nation having jurisdiction, or of any political subdivision thereof, whether state, provincial, territorial or local, and any agency, authority, instrumentality, regulatory body, court, arbitrator or arbitrators, tribunal, central bank or other entity exercising executive, legislative, judicial or arbitral, taxing, regulatory or administrative powers or functions (including any applicable stock exchange) and any other body including First Nations which act in a manner similar to a government.

**“Hazardous Materials”** means any pollutant or other Contaminant, including any hazardous, dangerous, registrable or toxic chemical, material or other substance within the meaning of any Environmental Law.

**“Hedging Activities”** means any and all activities by which any of the Royalty Entities (i) sells or disposes of Minerals by entering into Offtake Agreements or engaging in any sales or dispositions of Minerals, in any case, for other than market-based prices determined in a manner consistent with customary quotational periods in industry standard offtake agreements for similar types of minerals; (ii) engages in any commodity futures trading, forward sale and/or purchase contracts, options trading or metals trading; (iii) engages in price protection transactions, arrangements and mechanisms or speculative purchases and sales of forward, futures and option contracts; (iv) engages in any other hedging transactions or arrangements similar to those referred to in clauses (i), (ii) and (iii) of this definition; or (v) engages in any combination of the foregoing. If the Payor and the Payee cannot agree on whether a particular arrangement falls within the definition of **“Hedging Activities”**, then the matter shall be resolved in accordance with Section 26(a), failing which, the matter shall be resolved by the Independent Expert (Marketing) in accordance with Section 26(c).

**“Holdco Guarantee”** has the meaning set out in Section 13(c)(i).

**“Independent Expert (Engineering)”** means an independent engineering and consulting firm of internationally recognized standing in the area of mining project development appointed by the Payor and the Payee by mutual agreement in writing or, to the extent that the Payor and the Payee cannot agree on any such Person within fifteen (15) Business Days after the date on which the Dispute is referred by a Party to the Independent Expert (Engineering) under Section 26(c), the selection of the Independent Expert (Engineering) shall be referred to arbitration under Section 26(b) (conducted before a single arbitrator); provided that, unless the Payor and the Payee agree otherwise, an Independent Expert (Engineering) shall be employed by a firm that (i) is independent of both of the Payor and the Payee and their respective Affiliates, and (ii) has not acted for either of the Payor or the Payee or their respective Affiliates in any material capacity for at least two years before the date of appointment of such Independent Expert (Engineering).

**“Independent Expert (Investment Banking)”** means an independent senior investment banker with internationally recognized experience in the mining sector appointed by the Payor and the Payee by mutual agreement in writing or, to the extent that the Payor and the Payee cannot agree

on any such Person within fifteen (15) Business Days after the date on which the Dispute is referred by a Party to the Independent Expert (Investment Banking) under Section 26(c), the selection of the Independent Expert (Investment Banking) shall be referred to arbitration under Section 26(b) (conducted before a single arbitrator); provided that, unless the Payor and the Payee agree otherwise, an Independent Expert (Investment Banking) shall be employed by a firm that (i) is independent of both of the Payor and the Payee and their respective Affiliates, and (ii) has not acted for either of the Payor or the Payee or their respective Affiliates in any material capacity (which shall exclude a non-lead role in any underwriting syndicate) for at least two years before the date of appointment of such Independent Expert (Investment Banking).

**“Independent Expert (Marketing)”** means an independent consultant of internationally recognized standing in the area of mineral sales appointed by the Payor and the Payee by mutual agreement in writing or, to the extent that the Payor and the Payee cannot agree on any such Person within fifteen (15) Business Days after the date on which the Dispute is referred by a Party to the Independent Expert (Marketing) under Section 26(c), the selection of the Independent Expert (Marketing) shall be referred to arbitration under Section 26(b) (conducted before a single arbitrator); provided that, unless the Payor and the Payee agree otherwise, an Independent Expert (Marketing) shall be employed by a firm that (i) is independent of both of the Payor and the Payee and their respective Affiliates, and (ii) has not acted for either of the Payor or the Payee or their respective Affiliates in any material capacity for at least two years before the date of appointment of such Independent Expert (Marketing).

**“Indemnified Party”** has the meaning set out in Section 21.

**“Indemnity Claim”** has the meaning set out in Section 21.

**“Intercreditor Principles”** has the meaning set out in Section 13(c)(iv).

**“Losses”** means any and all damages, claims, losses (including the loss of payments/credits required to be made hereunder), liabilities, fines, injuries, costs, penalties and expenses (including reasonable legal fees), but excluding indirect, incidental, special, consequential, loss of profit, exemplary or punitive damages.

**“Material Adverse Effect”** means any change, event, occurrence, condition, circumstance, effect, state of facts or development that has, or would reasonably be expected to have, individually or in the aggregate, a material and adverse effect on:

- (a) the Project or the ability of the Royalty Entities to explore, construct, develop or operate the Project, substantially in accordance with the Development and Mine Plan in effect at the time of the occurrence of such change, event, occurrence, condition, circumstance, effect, state of fact or development, in each case other than changes in general economic conditions, commodity prices and the general mining industry that do not materially and adversely affect the Royalty Entities disproportionately compared to other precious metals mining companies whose primary product includes gold;
- (b) the ability of the Payor to perform its material obligations under this Agreement; or
- (c) the legality, validity, binding effect or enforceability of this Agreement, the Royalty or the rights and remedies of the Payee under this Agreement.

“**Mineral Reserves**” means proven mineral reserves and probable mineral reserves as defined for the purposes of and incorporated under National Instrument 43-101.

“**Mineral Resources**” means measured mineral resources, indicated mineral resources and inferred mineral resources as defined for the purposes of and incorporated under National Instrument 43-101.

“**Minerals**” means any and all minerals of every nature and kind, (including precious metals and base metals), in whatever form or state which are mined, excavated, extracted, recovered in soluble solution or otherwise recovered or produced from the Property, and including ore and any other products resulting from the further milling, processing or other beneficiation of such materials, including concentrate or doré bars.

“**Minimum Payment**” has the meaning set out in Section 3(e).

“**Minimum Payment Date**” has the meaning set out in Section 3(e).

“**National Instrument 43-101**” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* of the Canadian Securities Administrators (or any successor instrument, rule or policy).

“**Nebari Royalty and Debt Buy-Back**” means the option to repurchase 100% of the net smelter returns royalty on the Property in favour of Nebari Royalty I ULC, pursuant to the royalty agreement between Nebari Royalty I ULC and the Payor dated December 13, 2024, as amended from time to time, and the repayment of debt under the credit agreement among the Parent, the Payor, Signal Gold Inc., Nebari Natural Resources Credit Fund I, LP, Nebari Natural Resources Credit Fund II, LP, Nebari Gold Fund 1, LP, and Nebari Collateral Agent, LLC, dated December 13, 2024, as amended from time to time.

“**Net Smelter Returns**” has the meaning set out in Section 4(a).

“**Notice of Participation Option**” has the meaning set out in Section 15(b)(i).

“**NovaROC**” means the Nova Scotia online registry of mineral claims.

“**Parent**” means NexGold Mining Corp.

“**Parent Guarantee**” has the meaning set out in Section 13(c)(i).

“**Payor’s Fundamental Representations**” means the representations and warranties of the Payor set out in Sections 1 to 5 of Schedule E.

“**Project Financing Participation Interest**” has the meaning set out in Section 15(b)(i).

“**Obligors**” means, collectively, the Payor, the Parent and Signal.

“**Offtake Agreement**” means any refining, smelting, brokering, sales, marketing and/or processing agreement entered into by any Royalty Entity with a Third Party Payor with respect to one or more shipments of Minerals applicable to the Royalty, in each case as may be amended, restated, amended and restated, supplemented, modified or superseded from time to time.

“**Offered Stream/Royalty Interest**” has the meaning set out in Section 15(c)(i).

**“Option Exercise Notice”** has the meaning set out in Section 15(b)(ii).

**“Order”** means any order, directive, decree, judgment, ruling, award, injunction, direction or request of any Governmental Body or other decision-making authority of competent jurisdiction.

**“Other Rights”** means all material licenses, approvals, authorizations, consents, rights (including surface rights, access rights, rights of way, privileges, concessions or franchises granted to the Royalty Entities by, or required to be obtained from, any Person (other than a Governmental Body), for the exploration of the Property or the construction, development and operation of the Project, as such construction, development and operation is contemplated by the then applicable Development and Mine Plan for the Project, but in each case excluding any Property Interests.

**“Parties”** means the parties to this Agreement and **“Party”** means any one of the Parties.

**“Payee”** has the meaning set out on the first page of this Agreement.

**“Payee Cash Account”** has the meaning set out in Section 3(b).

**“Payor”** has the meaning set out on the first page of this Agreement.

**“Permitted Encumbrance”** means any Encumbrance constituted by the following:

- (a) the Encumbrances under the Security;
- (b) inchoate or statutory liens for Taxes assessed against the Payor not at the time due or payable, or being contested in good faith through appropriate proceedings;
- (c) any reservations, exceptions, terms or conditions contained in the original grants of land, instrument of title or by applicable statute or the terms of any lease including any reservations of ores or minerals in Crown Patents as the same may be varied by statute;
- (d) minor discrepancies in the legal description or acreage of or associated with the Property or any adjoining properties which would be disclosed in an up to date survey, and any registered easements and registered restrictions or covenants that run with the land which do not in the aggregate materially detract from the value of, or materially impair the use of the Property for the purpose of conducting and carrying out mining operations thereon;
- (e) rights of way for or reservations or rights of others for, sewers, roadways, pipelines, water lines, gas lines, electric lines, telegraph and telephone lines, and other similar utilities, or zoning by-laws or municipal bylaws, ordinances, land use restrictions, surface access rights or other restrictions as to the use of the Property, which do not in the aggregate materially detract from the use of the Property for the purpose of conducting and carrying out mining operations thereon;
- (f) Encumbrances or other rights required under Applicable Law granted by any of the Obligors to secure performance of statutory obligations or regulatory requirements (including reclamation obligations), including, for avoidance of doubt, Encumbrances on cash collateral with respect to the same;
- (g) any Encumbrance arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied or acquired

in the ordinary course of business and on usual and customary market terms in connection with the Project, provided that any such Encumbrance extends only to the applicable goods so supplied or acquired;

- (h) security deposits with any Governmental Body and utilities in the ordinary course of business of the Obligors; and rights reserved to, or vested in, any Governmental Body to control or regulate the real property forming a part of the Property;
- (i) statutory liens or charges arising as a matter of Applicable Law not at the time overdue;
- (j) undetermined or inchoate liens and charges arising or potentially arising under statutory provisions which have not at the time been filed or registered in accordance with Applicable Law or of which written notice has not been duly given in accordance with Applicable Law or which although filed or registered, relate to obligations not due and delinquent, including without limitation statutory liens incurred, or pledges or deposits made, under worker's compensation, employment insurance and other social security legislation;
- (k) Encumbrances on concentrates, minerals or the proceeds of sale of such concentrates or minerals, including, for avoidance of doubt, Minerals and any rights of set off in favour of any refinery, arising or granted pursuant to a processing or refining arrangement entered into in the ordinary course and on usual and customary market terms in connection with the Project, but only insofar as such Encumbrances relate to obligations which are at such time not past due or the validity of which are being contested in good faith by appropriate proceedings;
- (l) Encumbrances on concentrates, minerals, including for avoidance of doubt, Minerals or the proceeds of Sale of such concentrates or minerals, including for avoidance of doubt, Minerals and any rights of set off in favour of any purchaser of concentrates or minerals, arising or granted pursuant to a sales agreement entered into in the ordinary course and on usual and customary market terms in connection with the Project, securing the delivery of such concentrates or minerals to such purchaser;
- (m) attachments, judgments and other similar Encumbrances arising in connection with court proceedings; provided, however, that the Encumbrances are in existence for less than 10 days after their creation or the execution or other enforcement of the Encumbrances is effectively stayed or the claims so secured are being actively contested in good faith and by proper legal proceedings and as to which reserves are being maintained in accordance with IFRS;
- (n) the rights reserved to or vested in any municipality or governmental or other public authority by the terms of any lease, licence, franchise, grant or permit acquired by the Payor or by any statutory provision, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;
- (o) cash or marketable securities deposited in the ordinary course of business in connection with contracts, bids, tenders or to secure worker's compensation, unemployment insurance, surety or appeal bonds, costs of litigation, when required by Applicable Law, public and statutory obligations, Encumbrances or claims incidental to current construction, mechanics', warehousemen's, carriers' and other similar Encumbrances;

- (p) Purchase Money Encumbrances on personal property acquired or leased by the Payor in the ordinary course of business in connection with the Project to secure the purchase price of or rental payments with respect to such personal property or to secure indebtedness incurred solely for the purpose of financing the acquisition of such personal property, or extensions, renewals or replacements of any of the foregoing for the same or lesser amount;
- (q) any Encumbrance imposed by Applicable Law that was incurred in the ordinary course of business, including, without limitation, construction, builders', warehousemen's and mechanics' liens and other similar Encumbrances arising in the ordinary course of business, that have not at such time been filed pursuant to Applicable Law or which relate to obligations not due or delinquent or which relate to any such obligations that are being contested in good faith and adequate reserves with respect thereto are maintained and any such Encumbrances do not materially impair the operation of the business of any Royalty Entity;
- (r) Encumbrances existing as of the Execution Date under Third Party Royalty Agreements or any royalty interest or non-transferable revenue sharing or other like interest which constitutes an Encumbrance, in each case granted by the Payor to any First Nations' communities pursuant to an impact benefit agreement or similar agreement or in accordance with Applicable Law;
- (s) any Encumbrance with respect to the Subsequent Financing, provided that the relevant counterparty thereto has executed an intercreditor agreement with the Payee in form and substance satisfactory to the Payee, acting reasonably;
- (t) any Offered Stream/Royalty Interest provided that Section 15(c) is complied with, provided that such Encumbrances are incurred in accordance with an intercreditor agreement with the Payee incorporating the Intercreditor Principles; and
- (u) Project Financing Encumbrances provided that such Encumbrances are incurred in accordance with an intercreditor agreement with the Payee incorporating the Intercreditor Principles.

“**Person**” means and includes individuals, corporations, bodies corporate, limited or general partnerships, joint stock companies, limited liability companies, joint ventures, associations, companies, trusts, banks, trust companies, Governmental Bodies or any other type of organization or entity, whether or not a legal entity.

“**pre-feasibility study**” has the meaning given thereto in National Instrument 43-101.

“**Pre-FID Budget**” means the pre-final investment decision budget for the Project attached hereto as Schedule I, as may be amended or restated from time to time with the consent of the Payee, such consent not to be unreasonably withheld (taking into account the cumulative effect of any such modifications).

“**Precious Metals**” means gold contained in Minerals.

“**Production Threshold**” means such date as an aggregate of 1,250,000 ounces of Refined Gold including by way of the calculation of gold equivalent ounces (calculated based on the Average Gold Price, Average Silver Price and Average COMEX Price for each applicable Calculation Period) and for which the Royalty has been paid.

**“Project”** means the Goldboro gold mine in Guysborough County, Nova Scotia, Canada owned by the Payor, including the Payor’s exploration, mining, development, production, processing, recovery, sale, transportation, storage and delivery operations and related assets and infrastructure located on or at or used in connection with the Property or to mine or process the Minerals from the Property, including all Minerals, Authorizations, Other Rights, Records, tailings, fixtures, mines, facilities, equipment and inventory of the Payor, existing or to be developed, constructed, and operated at or in respect of the Property, including infrastructure assets, tailings management facilities and other plants.

**“Project Feasibility Study”** means the feasibility study in respect of the Project entitled “NI 43-101 Technical Report and Feasibility Study for the Goldboro Gold Project, Eastern Goldfields District, Nova Scotia”, with a report date of January 11, 2022 and an effective date of December 16, 2021.

**“Project Financing”** means any of one or more project or corporate financings provided to the Payor or any of its Affiliates from time to time including a Goldboro Project Financing, the proceeds of which shall be (i) before Commercial Production, used for the development or operation of the Project in accordance with the Development and Mine Plan and (ii) after Commercial Production, any corporate purpose of any of the Obligors, including for development of assets, acquisitions, investments or otherwise, and that is to be secured partially or wholly by any Property or other collateral that is charged by Encumbrances thereon in favour of Payee pursuant to the Security (but shall not include financings that create Permitted Encumbrances, other than Project Financing Encumbrances).

**“Project Financing Encumbrance”** means any Encumbrance in favour of a Project Financing Party in support of Project Financing, or following Commercial Production any Encumbrance provided in respect of a debt or financing arrangement.

**“Project Financing Party”** means, for any Project Financing, any lender, noteholder or other financing party thereunder.

**“Property”** means all right, title and interest of any of the Royalty Entities:

- (a) to the Property Interests more particularly described and depicted in Schedule B;
- (b) all other property, tailings, buildings, structures, facilities and fixtures used, affixed or situated on the Property Interests referred to in subsection (a) of this definition; and
- (c) any of the foregoing subsequently acquired after the Closing Date.

**“Property Interests”** means any mineral claims, mineral licenses, quartz claims, placer claims, patented mining claims, fee title for minerals, unpatented mining claims, millsite claims, mining leases and all accessions and successions thereto, whether created privately or through government action, and all other forms of mineral rights, whether owned or leased.

**“Purchase Money Encumbrance”** means an Encumbrance taken or reserved in personal property to secure payment of all or part of its purchase price, provided that such Encumbrance (i) secures an amount not exceeding the purchase price of such personal property, (ii) extends only to such personal property and its proceeds, and (iii) is granted in connection with the purchase of such personal property.

“**Purchase Price**” has the meaning set out in Section 6(a).

“**Quarterly Production**” means the gross number of contained ounces of Precious Metals in all shipments delivered to and paid for by a Third Party Payor during any given calendar quarter, provided that (i) if delivery and payment are not made in the same calendar quarter, the Precious Metals shall be deemed to be part of Quarterly Production in the calendar quarter in which the later of delivery or payment occurs, and (ii) if a provisional settlement for a delivery occurs during one calendar quarter and the final settlement for such delivery occurs in a subsequent calendar quarter, any adjustment to account for the quantity of Precious Metals established by final settlement will be taken into account in determining the Quarterly Production in the subsequent calendar quarter (and aligned with Net Smelter Returns). For greater certainty, Quarterly Production shall not include ounces of refined Precious Metals delivered or credited by or on behalf of the Payor to a purchaser under a metal stream or otherwise where such ounces (or the Payor’s entitlement thereto) were acquired by the Payor from a Third Party Payor in consideration for previous Quarterly Production in respect of which the Payee was entitled to the Royalty.

“**Quarterly Report**” means a written report in relation to a calendar quarter with respect to the Project, to be prepared by or on behalf of the Payor, containing (but subject to Confidentiality Redactions or other applicable confidentiality obligations):

- (a) types, tonnes and grade of Minerals and waste mined;
- (b) types, tonnes and grade of Minerals stockpiled;
- (c) with respect to the processing facilities, the types, tonnes and grade of processed Minerals; recoveries and grades for Minerals, including Precious Metals;
- (d) with respect to processing facilities, the type, grade and moisture content of concentrate produced, as well as the identification and quantum of any penalty elements;
- (e) the amount of concentrate (and moisture content of concentrate) or other material, and the number of ounces of Minerals contained therein, produced or processed during such quarter, but not delivered to a Third Party Payor by the end of such quarter;
- (f) the amount of concentrate or other material, and the number of ounces of Minerals contained therein, produced and delivered to and paid for by a Third Party Payor;
- (g) the amount of concentrate or other material, and the number of ounces of Minerals contained therein, produced and delivered to and not yet paid for by a Third Party Payor, and the names and addresses of each such Third Party Payor;
- (h) the payment to the Payee and/or estimated payment to the Payee with respect to Minerals referred to in subsections (f) and (g) of this definition on account of the Royalty;
- (i) a reconciliation between any estimated payment specified in a Quarterly Report pursuant to subsection (f) of this definition for a preceding quarter and the final payment;
- (j) such other information as the Payee may reasonably request relating to Minerals;
- (k) the amount and a description of development, operating and capital expenditures;

- (l) an exploration update, including (x) the exploration focus (including details of any exploration targets), (y) the number of meters drilled and the applicable drill results, and (z) the exploration expenditures;
- (m) if applicable, details of any material health or safety incidents or violations and/or material violations of any Applicable Law (including Environmental Laws);
- (n) if applicable, details of any material First Nations or local community disputes or issues that have occurred on the Property or in respect of the Project;
- (o) if applicable, a review of the development (including permitting) and construction activities for the quarter;
- (p) if applicable, the percentage completion of the major elements of construction compared to the initial development plan, the anticipated date of Construction Completion, and the commencement of Commercial Production, in each case if it has not yet then occurred; and
- (q) details of any Offtake Agreements entered into, amended or varied during such quarter, in each case, specifying the type of Minerals, quantity of Minerals to be sold to each offtaker, and the payable terms relating to Minerals.

**“Records”** means, subject to Confidentiality Redactions, all of the Royalty Entities’ present and future books, records and data of every kind or nature relating to the Project or calculation of the Royalty, including books of account, purchase and sale agreements, Offtake Agreements, settlement sheets, invoices, ledger cards, bills of lading and other shipping evidence, statements, correspondence, memoranda, credit files, electronically stored data and other data, together with the tapes, disks, diskettes, drives and other data and software storage media and devices, file cabinets or containers in or on which the foregoing are stored (including any rights of a Royalty Entity with respect to the foregoing maintained with or by any other Person).

**“Refined Gold”** means marketable metal-bearing material in the form of gold bars or coins that is refined by an accredited refiner that is on the London Bullion Market Association’s Good Delivery List to a minimum 995 parts per 1,000 fine gold and that otherwise meets the London Bullion Market Association’s Good Delivery Rules.

**“Refined Silver”** means marketable metal bearing material in the form of silver bars or coins that is refined by an accredited refiner that is on the London Bullion Market Association’s Good Delivery List to a minimum 999 parts per 1,000 fine silver and that otherwise meets the London Bullion Market Association’s Good Delivery Rules.

**“Related Party”** means, with respect to any Person, any Person that does not deal at arm’s length with the first named Person or is an Affiliate of the first named Person.

**“Restricted Person”** means any Person or entity that is subject to sanctions or subject to any anti-corruption, counter-terrorist financing, bribery and/or similar investigation by a competent authority or any other criminal offence which such Person or entity has been charged or convicted, including any Person or entity that

- (a) is named, identified, targeted, described on or included on any of:

- (i) the lists issued pursuant to the regulations promulgated under subsection 83.05(1) of the *Criminal Code*, including the *Regulations Establishing a List of Entities*; the *United Nations Act* (Canada) including the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism and the United Nations Al-Qaida and Taliban Regulations*; the *Special Economic Measures Act* (Canada), including the Consolidated Canadian Autonomous Sanctions List; the *Justice for Victims of Corrupt Foreign Officials Act* (Sergei Magnitsky Law) (Canada); and the *Freezing of Assets of Corrupt Foreign Officials Act* (Canada);
  - (ii) the List of ineligible and suspended persons maintained by the Registrar of Ineligibility and Suspension of the Public Services and Procurement Canada;
  - (iii) the Denied Persons List, the Entity List, the Unverified List or the Military End-User (MEU) List, compiled by the Bureau of Industry and Security, U.S. Department of Commerce;
  - (iv) the AECA Debarred List maintained by the U.S. Directorate of Defense Trade Controls of the U.S. Department of State;
  - (v) lists maintained by the by the Office of Foreign Assets Control of the U.S. Department of the Treasury, including the Specially Designated Nationals (SDN) List; Foreign Sanctions Evaders List, Sectoral Sanctions Identifications (SSI) List; Non-SDN Iran Sanctions Act List; Correspondent Account or Payable-Through Account Sanctions (CAPTA); Non-SDN Menu-Based Sanctions List (NS-MBS List); Non-SDN Chinese Military-Industrial Complex Companies (CMIC) List (NS-CCMC); or Palestinian Legislative Council List (PLC) the Annex to (or any person that is otherwise subject to) the provisions of, U.S. Executive Order No. 13324;
  - (vi) the Consolidated List of Financial Sanctions Targets compiled by the Office of Financial Sanctions Implementation (OFSI) of His Majesty's Treasury (United Kingdom);
  - (vii) the Consolidated List of Persons, Groups and Entities Subject to European Union Financial Sanctions as prepared by the European External Action Service and agreed by the Council of the European Union;
  - (viii) the United Nations Security Council Consolidated List; or
  - (ix) any other Applicable Law relating to anti-terrorism or anti-money laundering matters (collectively referred to as "**Sanctions Lists**");
- (b) is subject to sanctions as a result of being owned, held or controlled, directly or indirectly, by one or more persons listed on, or acting on behalf of a person listed on, any Sanctions List;
- (c) is subject to:
- (i) the *United Nations Act* (Canada), the *Special Economic Measures Act* (Canada), and the *Freezing of Assets of Corrupt Foreign Officials Act* (Canada), the *Justice for Victims of Corrupt Foreign Officials Act* (Sergei Magnitsky Law) (Canada); or

- (ii) the *International Emergency Economic Powers Act*, 50 U.S.C.; or
- (iii) the *Trading with the Enemy Act*, 50 U.S.C. App. 1 et seq.; or any other enabling legislation or executive order relating thereto, including the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001*, Title III of Pub. L. 107-56;
- (iv) the *Foreign Narcotics Kingpin Designation Act*;
- (v) *Countering America's Adversaries Through Sanctions Act*; or
- (vi) any other trade, financial or economic restrictions or embargoes under any Applicable Law; or

(d) is a Person who is an Affiliate of a Person listed above.

**“ROFO Exclusivity Period”** has the meaning set out in Section 15(c)(ii).

**“ROFO Expiry”** has the meaning set out in Section 15(c)(iv).

**“ROFO Notice”** has the meaning set out in Section 15(c)(i).

**“ROFO Offer”** has the meaning set out in Section 15(c)(ii).

**“ROFO Offeree”** has the meaning set out in Section 15(c)(i).

**“ROFO Offeror”** has the meaning set out in Section 15(c)(ii).

**“ROFO Reply”** has the meaning set out in Section 15(c)(ii).

**“Royalty”** has the meaning set out in Section 3(a).

**“Royalty Documents”** means this Agreement, the Security Documents and any other agreement, security agreement, document or instrument executed by the Payor or any other Royalty Entity pursuant thereto.

**“Royalty Entities”** means the Payor and each of its Affiliates from time to time and **“Royalty Entity”** means any of them, or any particular such party, as the context requires.

**“Royalty Obligations”** means any and all obligations owing by any Royalty Entity to the Payee under the Royalty Documents, including all Royalty payments and Minimum Payments under this Agreement.

**“Royalty Statement”** means a statement in relation to a calendar quarter, setting out in reasonable detail the manner in which a Royalty payment was calculated for that quarter, and shall also include, the following information:

- (i) the quantity, type and grade of Precious Metals extracted;
- (ii) the quantity, type and grade of Precious Metals that has been processed and the location of the relevant facilities;

- (iii) the quantity, type and grade of all Precious Metals that has been sold;
- (iv) the quantity and type of Precious Metals held or unsold;
- (v) the quantity and type of Precious Metals that has been processed and is in a form that is saleable without being sold for longer than the inventory period where the inventory period has ended during that quarter;
- (vi) the Royalty for that quarter and details on the calculation Net Smelter Returns;
- (vii) the cumulative total of Royalty payments payable for the quarter;
- (viii) details of any commingling that has occurred during the Calculation Period; and
- (ix) subject to Confidentiality Redactions or other applicable confidentiality obligations, other pertinent information as agreed to the Parties acting reasonably in sufficient detail to explain the calculation of the Royalty payment, including, if relevant, copies of such records (ex. sales contracts, invoices, smelter/refinery receipts, and bills of lading) as reasonably necessary to confirm production and the calculation of the Royalty, including any Allowable Deductions.

“**Rules**” has the meaning set out in Section 26(b).

“**Sale**” means the sale or other disposition of such Minerals applicable to the Royalty by a Royalty Entity to a person other than a Royalty Entity, and “**Sales**”, “**Sell**” and “**Sold**” have the corresponding meanings.

“**Sales Taxes**” means goods & services tax, provincial sales, harmonized sales tax, retail sales, use, consumption, value added taxes, or duties of any nature or kind and any other taxes charged on, or in respect of, the sale or transfer of goods, services and property of any kind.

“**Security**” has the meaning set out in Section 13(c)(i).

“**Security Documents**” means, collectively, the Parent Guarantee, the Holdco Guarantee, the Parent Security Agreements, the Holdco Security Agreements, the Payor Security Agreements and any other guarantee or security document entered into from time to time to secure the Royalty Obligations.

“**SEDAR+**” means the System for Electronic Document Analysis and Retrieval +.

“**Signal**” means Signal Gold Inc.

“**Start Date**” has the meaning set out in Section 3(f).

“**Stream/Royalty Interest**” means a stream, royalty, forward sale arrangement, or similar interest or any agreement that is similar to a stream agreement, royalty agreement, forward sale agreement, with respect, or with reference, to all or any portion of any precious metal in whatever form or state that are mined, produced, extracted or otherwise recovered or derived from the Property, in exchange for an upfront payment, but excluding any ordinary course offtake, forward sale, hedging, or mineral sale agreements and any such sale or royalty in favour of and imposed by or required by any Governmental Body under Applicable Law.

“**Subsequent Financing**” has the meaning set out in Section 8(c).

“**Taxes**” means all taxes, levies and charges of any kind or nature whatsoever imposed or collected by or on behalf of any Governmental Body that are either existing or which may be imposed by a Governmental Body from time to time, including corporation income taxes, capital taxes, realty taxes (including utility charges which are collectible like realty taxes), net proceeds of mines tax, mining taxes and royalties, privilege taxes, excise taxes, business taxes, property transfer taxes, taxes charged on any measure of income or revenue, Sales Taxes, customs duties, payroll taxes, levies, stamp taxes, royalties, taxes charged on royalties received by royalty recipients, duties, and all fees, including claim fees, deductions, compulsory loans and withholdings imposed, levied, collected, withheld or assessed as of the Execution Date or at any time in the future, by or on behalf of any Governmental Body of any jurisdiction whatsoever having power to tax, together with penalties, fines, additions to tax and interest thereon.

“**Third Party**” has the meaning set out in Section 21(d)(i).

“**Third Party Offer**” has the meaning set out in Section 15(b)(i).

“**Third Party Offeror**” has the meaning set out in Section 15(b)(i).

“**Third Party Payor**” means the smelter, refiner, processor, purchaser or other recipient of Quarterly Production, provided such entity is not a Royalty Entity.

“**Third Party Royalty Agreement**” means any agreement (including any royalty, sale, joint venture agreement, financing or other agreement), pursuant to which the Payor is obligated to pay a royalty in respect of or in connection with production of Minerals from the Property as of the Execution Date, including those identified in Schedule G.

“**Transfer**”, when used as a verb, means to sell, grant, assign, encumber, hypothecate, pledge or otherwise dispose of or commit to dispose of, directly or indirectly, including through mergers, arrangements, amalgamations, consolidations, asset sales or spin out transactions. When used as a noun, “**Transfer**” means a sale, grant, assignment, pledge or disposal or the commitment to do any of the foregoing, directly or indirectly, including through mergers, arrangements, amalgamations, consolidations, asset sales or spin out transactions.

“**Utility Commitment**” means any water service commitments and agreements, transmission or electrical service commitments and agreements and other utility commitments and agreements including the infrastructure, rights of way and easements necessary to provide the aforementioned utility services.

## 2. **Interpretation.**

(a) **Interpretation of Certain Matters.** In this Agreement, unless otherwise specifically provided or unless the context otherwise requires:

- (i) the terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;

- (ii) references to a “Section”, “clause”, “definition” or “Schedule” followed by a number or letter refer to the specified Section, clause or definition of or Schedule to this Agreement;
  - (iii) references to a Party in this Agreement mean the Party or its successors or permitted assigns;
  - (iv) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
  - (v) the words “including”, “includes” and “include” shall be deemed to be followed by the words “without limitation”;
  - (vi) any time period within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends;
  - (vii) whenever any payment is required to be made, action is required to be taken or period of time is to expire on a day other than a Business Day, such payment shall be made, action shall be taken or period shall expire on the next following Business Day;
  - (viii) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement; and
  - (ix) references to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending, supplementing, interpreting or replacing the statute or regulation referred to.
- (b) **Currency.** All references in this Agreement to currency or to “\$”, unless otherwise expressly indicated, shall be to U.S. dollars. References to “C\$” shall be to Canadian dollars.
- (c) **Tonnes.** All references in this Agreement to “tonnes”, unless otherwise expressly indicated, shall be to dry metric tonnes.
- (d) **Accounting Principles.** Where the character or amount of any asset or liability or item of revenue or expense is required to be determined, or any consolidation or other accounting computation is required to be made, for the purposes of this Agreement, including the contents of any certificate to be delivered hereunder, such determination, consolidation or computation shall, unless the Parties otherwise agree or the context otherwise requires, be made in accordance with GAAP applied on a consistent basis.
- (e) **Time of Essence.** Time shall be of the essence of this Agreement.

### 3. Royalty

- (a) **Grant of Royalties.** Effective as of Closing and upon payment by the Payee to the Payor of the Purchase Price, the Payor hereby creates, grants and conveys to the Payee, and agrees to pay to the Payee following each Calculation Date for the Calculation Period just ended, a perpetual royalty in the amount of 2.9% of Net Smelter Returns (subject to reduction in accordance with Section 10), payable in accordance with Section 3(b), from Minerals or Precious Metals (as specified in Section 4(a)) from the Property, which Royalty shall be fully vested as of the Closing Date (the “**Royalty**”), determined in accordance with the provisions set forth in this Agreement, in consideration of the Purchase Price which shall be paid by the Payee to the Payor, on the Closing Date and subject to the terms and conditions set forth in this Agreement.
- (b) **Time and Manner of Payment.** The Payor shall make payments of the Royalty in cash quarterly in arrears based on the applicable Calculation Period. Where a cash payment of the Royalty is to be made, the Payor shall pay the Royalty in cash within ten (10) days after the applicable Calculation Date. All such cash payments shall be made by wire transfer to an account to be designated by the Payee and notified in writing to the Payor not more than five (5) days after the applicable Calculation Date (the “**Payee Cash Account**”), provided that once the Payor has designated a Payee Cash Account, such designation shall remain in effect until the Payor receives different designation instructions from the Payee.
- (c) **Late Charge.** If any payment of the Royalty is not made within the time period provided for such payment of the Royalty, the Payee may give the Payor written notice of such default. Unless the Payee shall have received such payment within seven (7) days of receipt of such notice interest on the delinquent payment shall be payable to the Payee at the rate of 12.0% per annum (compounded monthly), which shall accrue from the day the delinquent payment was due to the date of payment of the Royalty and accrued interest in full.
- (d) **Royalty Statements.** Each payment of the Royalty shall be accompanied by a Royalty Statement in respect thereof. Upon written request by the Payee, the Payor shall also provide, subject to Confidentiality Redactions or other applicable confidentiality obligations, the relevant settlement sheets and other settlement information from the Third Party Payor(s). If the final settlement amount of Net Smelter Returns is not ascertainable for a Calculation Period at the time a quarterly Royalty payment is due, Net Smelter Returns shall be calculated based on provisional payments received by or on behalf of the Royalty Entities or otherwise credited to the Royalty Entities at the time for payment and the Royalty shall be provisionally paid, and an adjustment shall be made on the next quarterly Royalty payment(s) based upon final Net Smelter Returns for such previous Calculation Period, to the extent that such final Net Smelter Returns are determinable at such time.
- (e) **Minimum Payments.** Until Commercial Production, the Payor shall pay to the Payee a quarterly amount equal to \$500,000 (each, a “**Minimum Payment**”) at the end of each calendar quarter following (A) if the Project is in Construction, the date that is six (6) months after the commencement of Construction for the Goliath Project, or (B) if the Project is not in Construction, the date of the commencement of Construction for the Goliath Project (the last day of each such quarter, a “**Minimum Payment Date**”). The first and last Minimum Payments shall be adjusted if the date described in either of (A) or (B) is not a first day of the calendar quarter, or Commercial Production occurs on a

date that is not a Minimum Payment Date, such that the first or last Minimum Payment, as applicable, will be equal to: (i) \$500,000; multiplied by (y) the quotient of the number of days elapse from the Start Date or the most recent Minimum Payment Date to and including Commercial Production, as applicable, divided by 91.25 days. For avoidance of doubt, the Minimum Payments shall not exceed \$10,000,000 in the aggregate. The Parties acknowledge that each Minimum Payment constitutes a payment in respect of future production of Minerals from the Project that is not duplicative of any future payment hereunder. For the avoidance of doubt, once Commercial Production commences, this provision is null and void.

- (f) **Insurance Proceeds.** Notwithstanding any other provisions of this Agreement, if the Royalty Entities receive insurance proceeds for any Precious Metals that are lost or damaged, the Payor shall pay to the Payee, in lieu of the payment of the Royalty in respect of the Precious Metals that were lost or damaged, an amount equal to the applicable Royalty percentage of the gross insurance proceeds which are received by the Royalty Entities. The Payor shall pay such amount to the Payee within fifteen (15) days of any Royalty Entity receiving such insurance proceeds, in cash, by wire transfer to the Payee Cash Account. The amount of gross proceeds received by the Royalty Entities on account of the Precious Metals shall be conclusively determined by the insurance settlement documents or otherwise agreed by the Payor and Payee, acting reasonably.
- (g) **Hedging Activities.** All profits and losses resulting from the Royalty Entities entering into any Hedging Activities are specifically excluded from calculations of the Royalty or Net Smelter Returns pursuant to this Agreement. All Hedging Activities entered into by the Royalty Entities and all profits or losses associated therewith, if any, shall be solely for the account of the Royalty Entities. The Royalty payable on applicable Minerals subject to Hedging Activities shall be determined in the same manner as provided in Sections 3 and 4, with the understanding that the Minerals subject to Hedging Activities shall be deemed to be part of Quarterly Production.
- (h) **Nature of Interest.** The Parties further agree as follows:
  - (i) The Parties agree that the Royalty is intended to be an interest in real property and constitutes the grant of a vested present interest in the Property and a covenant running with the land and all successions thereof, whether created privately or through action of any Governmental Body, in each instance to the extent permitted by Applicable Law. The Royalty shall be applicable to the Property and binding upon the Payor and the successors and assigns of the Property.
  - (ii) The Payee shall have all of the rights and incidents of ownership of a non-participating royalty owner, which incidents are covenants running with the Property and include: (a) the ownership of the non-participating royalty interests which are interests in real property; (b) the right to receive Royalty payments hereunder; and (c) the obligation of the Payor, its successors or assigns, to make the Royalty payments, which obligation shall run with the land, in each instance to the extent permitted by Applicable Law.
  - (iii) The Royalty shall attach to any amendments, relocations or conversions of any Property Interests comprising the Property, or to any renewals or extensions thereof or to any replacement or substitution therefor. If any Governmental Body establishes a new system of tenure for lands or minerals now subject to location

under applicable mining laws, and if the new system gives the Payor an election to acquire rights under the new system in exchange for or in modification of property rights comprising part of the Property, this Agreement and the Royalty shall extend to the other rights granted by the new system in exchange for such property rights included in the Property.

- (iv) The Payee's entitlement to any payments due on account of the Royalty shall arise at the time of the production of Precious Metals, and all such payments shall be held by the Payor in trust for the Payee until paid to the Payee in accordance with the provisions of this Agreement.
- (i) **Registration Against Title.** The Payor shall, upon request of the Payee and if required to register the Royalty or notice thereof, sign and deliver to the Payee, and the Payee may register or otherwise record against titles to the Property (at the Payee's sole cost and expense, except for any registration that is part of the Closing process set out in this Agreement, which shall be completed at the sole cost and expense of the Payor), such form of notice of other document as the Payee may reasonably request to evidence the Royalty as an interest in land or to give notice of the existence of the Royalty to third parties. The Payor shall, upon request of the Payee and if required to register the Royalty or notice thereof, provide its written consent or signature to any documents or things reasonably necessary to accomplish the registration of the Royalty against the Property and in order that Payee may also cause to be registered a restriction on title to the Property restricting the Transfer of the Property, in whole or in part, without compliance with Section 23.

#### 4. Calculation of Net Smelter Returns

- (a) **Net Smelter Returns.** "Net Smelter Returns" means, in respect of a Calculation Period, the gross revenues actually received by the Royalty Entities (whether on a provisional or final settlement basis) from (i) Sales of Minerals to a Third Party Payor until the Production Threshold is achieved, and (ii) only Sales of Precious Metals to a Third Party Payor after the Production Threshold is achieved, in each case, during the Calculation Period before the deduction of any Allowable Deductions, less Allowable Deductions actually incurred by a Royalty Entity (without double counting) in respect of such applicable Minerals; provided, however, that:
  - (i) **Non-Arm's Length Sales.** In the event that any Sales are effected on terms that are not Arm's Length Terms, the Royalty Entities shall be deemed to have received revenue equal to the quantity of the applicable Minerals so Sold, multiplied by the relevant Average Gold Price, Average Silver Price or Average COMEX Price for such Calculation Period;
  - (ii) **Streaming Transactions.** Where a financing arrangement of the Royalty Entities involves the Sale of Minerals for upfront consideration (whether paid in one lump sum or in multiple payments, including those payable upon the Royalty Entities having satisfied certain milestones, thresholds or completion tests), such upfront consideration shall be excluded from the calculation of Net Smelter Returns under this Agreement, and in the event that, in any Calculation Period, Minerals are Sold in connection with such financing arrangement, the Royalty Entities shall be deemed to have received revenue equal to the quantity of the applicable Minerals so Sold during such Calculation Period, multiplied by the relevant Average Gold

Price, Average Silver Price or Average COMEX Price for such Calculation Period;  
and

- (iii) **Insurance and Expropriation Proceeds.** (i) Any insurance proceeds received by the Royalty Entities during any Calculation Period that compensate the Royalty Entities for any loss or damage to Minerals (whether or not occurring within or outside the Properties and whether the Minerals are in the possession of the Royalty Entities or otherwise) or business interruption with respect to the Property and (ii) any amount received by the Royalty Entities in respect of the expropriation or forcible taking of any portion of the assets of the Royalty Entities relating to the Property shall be included as part of the “**gross revenues**” actually received by the Royalty Entities.

## 5. **Replacement Pricing**

If any of the price quotations used in the determination of the Average Gold Price, the Average Silver Price or the Average COMEX Price cease to exist, cease to be published or should no longer be internationally recognized as the basis for the settlement of bullion contracts (in the case of gold and silver) or as the basis for the settlement of any other applicable commodity, then, upon the request of either of them, the Payor and the Payee shall promptly meet to select a comparable commodity quotation for purposes of this Agreement. The basic objective of such selection shall be to secure the continuity of fair market pricing of Refined Gold, Refined Silver or such other commodity. If such selection has not been made prior to the end of the Calculation Period in which the price quotations became unavailable, the Average Gold Price, the Average Silver Price and/or the Average COMEX Price, as applicable, for the last complete month for which the price quotations were available shall be used on an interim basis pending such selection.

## 6. **Purchase Price**

- (a) **Payment of Purchase Price.** In consideration for the promises and covenants of the Payor contained herein, including the grant of the Royalty and obligation to make the Royalty payments, the Payee hereby agrees, subject to the satisfaction or waiver of the applicable conditions set forth in Section 7, to pay to the Payor upon Closing, \$24,000,000 (the “**Purchase Price**”), exclusive of all applicable Sales Taxes, in cash by wire transfer of immediately available funds to a bank account in the name of the Payor in its country of incorporation notified to the Payee at least three (3) Business Days prior to the date of the applicable payment.
- (b) **Use of Proceeds.** Except with the prior written consent of the Payee, which consent may be withheld by the Payee in its sole discretion, the Purchase Price shall be used by the Payor only for those activities that are related to:
- (i) the Nebari Royalty and Debt Buy-Back; and
  - (ii) any remaining proceeds will be used towards other costs and expenses as set out in the Pre-FID Budget in all material respects.

## 7. **Closing Process and Closing Conditions**

- (a) **Closing.** The closing for the grant and effectiveness of the Royalty and for the payment of the Purchase Price (“**Closing**”) shall be completed electronically at 9:00 a.m., Toronto

time, on the third Business Day after the applicable conditions set forth in Section 7 have been satisfied or waived (other than conditions which by their nature can only be satisfied at Closing and are expected to be satisfied at Closing, such as, without limitation, the delivery of legal opinions and other certificates), unless another place, time or date is agreed to in writing by the Parties (such date, the “**Closing Date**”).

- (b) **Pre-Closing Delivery and Recording of Security.** On the Closing Date, each of the Payor, Signal and the Parent shall i) execute and deliver to the Payee the Security Documents; and ii) cause external legal counsel for the Payor to record, no later than two (2) Business Days following the Closing Date, the Security, or notice thereof agreed to by the Payee, in all registries necessary or useful to give full effect to the security interests and charges created therein or to give public notice of same.
- (c) **Registration of Form 2 Summaries of Agreement.** On the Closing Date, the Payor shall cause external legal counsel for the Payor to submit the Form 2 Summaries of Agreement for recording in NovaROC.
- (d) **Closing Date Deliveries by the Payor.** The Payor shall deliver to the Payee on the Closing Date:
  - (i) to the extent not previously delivered, this Agreement duly executed by the Payor and the Parent;
  - (ii) a certificate of status (or equivalent) for each of the Payor, Signal and the Parent issued by the applicable ministry in each relevant jurisdiction and dated no earlier than five (5) days prior to the Closing Date;
  - (iii) a certificate of status for the Payor, issued by the Registry of Joint Stock Companies (Nova Scotia) confirming the extra-provincial registration of the Payor, and dated no earlier than five (5) days prior to the Closing Date;
  - (iv) a certificate executed by a senior officer of each of the Payor, Signal and the Parent, in form and substance satisfactory to the Payee, acting reasonably, dated as of the Closing Date, as to (A) their respective constating documents, (B) the resolutions of the board of directors of each of the Payor, Signal and the Parent authorizing the execution, delivery and performance of the applicable Royalty Documents and the transactions contemplated thereby, and (C) the names, positions and true signatures of the Persons authorized to sign the Royalty Documents on behalf of the Payor, Signal and the Parent;
  - (v) to the extent not previously delivered, the Security Documents duly executed in form and substance satisfactory to the Payee and its counsel, acting reasonably, together with evidence or a suitable undertaking that all Encumbrances pursuant to the Security Documents have been or will be duly perfected and registered in all jurisdictions required or desired by the Payee in order to establish the Payee’s intended priority of Security within the timelines set forth in paragraphs 7(b) and (c);
  - (vi) a certificate executed by a senior officer of the Payor, confirming the matters set forth in Section 7(f)(iv);

- (vii) confirmation from NovaROC that the Form 2 Summaries of Agreement have been accepted for registration, or alternatively, a suitable undertaking to provide that confirmations of registration of the Form 2 Summaries of Agreement will be duly delivered upon receipt of same;
  - (viii) one or more opinions on customary terms, in form and substance satisfactory to the Payee, acting reasonably, dated as of the Closing Date, from external legal counsel to the Payor, including as to (A) the legal status each of the Payor, Signal and the Parent, (B) the corporate power and authority each of the Payor, Signal and the Parent to execute, deliver and perform the applicable Royalty Documents, (C) the due authorization, execution and delivery of the Royalty Documents, (D) the enforceability of the Royalty Documents, (E) no breach of Applicable Law, and (F) the creation and perfection of the Encumbrances created by the Security Documents;
  - (ix) a title opinion, from external legal counsel to the Payor, with respect to the Payor's title to the Property, in form and substance satisfactory to the Payee, acting reasonably; and
  - (x) evidence that all Encumbrances that are not Permitted Encumbrances have been released and discharged, or undertakings satisfactory to the Payee to provide such releases and discharges; and
  - (xi) evidence that the Payor shall have paid, or made arrangements to be withheld from the Purchase Price, all fees, costs and expenses then due in respect of the Royalty Documents in accordance with Section 28(o).
- (e) **Closing Date Deliveries by the Payee.** The Payee shall deliver to the Payor on the Closing Date:
- (i) a certificate of existence for the Payee, issued by Ministry of Public and Business Service Delivery (Ontario) and dated no earlier than five (5) days prior to the Closing Date;
  - (ii) a certificate executed by a senior officer of the Payee, in form and substance satisfactory to the Payor, acting reasonably, dated as of the Closing Date, as to (A) its constating documents, (B) the resolutions of the board of directors of the Payee authorizing the execution, delivery and performance of this Agreement and the transactions contemplated hereby, and (C) the names, positions and true signatures of the Persons authorized to sign this Agreement on behalf of the Payee;
  - (iii) a certificate executed by a senior officer of the Payee, confirming the matters set forth in Section 7(g)(ii);
  - (iv) an opinion on customary terms, in form and substance satisfactory to the Payor, acting reasonably, dated as of the Closing Date, from external legal counsel to the Payee, including as to (A) the legal status of the Payee, (B) the corporate power and authority of the Payee to execute, deliver and perform this Agreement, (C) the authorization, execution and delivery of this Agreement, (D) the enforceability of this Agreement, and (E) no breach of any Applicable Law; and

- (v) payment in full of the Purchase Price, delivered in the manner provided by Section 6(a).
- (f) **Closing Conditions in Favour of the Payee.** The conditions to Closing in favour of the Payee are as follows:
  - (i) there shall have been no changes to the Pre-FID Budget, unless otherwise agreed to by the Payee, acting reasonably;
  - (ii) delivery of the items in Section 7(d) has occurred;
  - (iii) receipt by the Payee of confirmation from NovaROC that the Form 2 Summaries of Agreement have been submitted for registration;
  - (iv) as of the Closing Date:
    - (A) all of the representations and warranties made by the Payor in this Agreement as of the Execution Date are true and correct in all material respects (or true and correct in all respects in the case of representations and warranties that are qualified by materiality) on and as of the Closing Date as if made on such date;
    - (B) the Parent has obtained any required approval, consent or acceptance of the Exchange in connection with the execution of this Agreement;
    - (C) the Payor has performed (and has caused the Royalty Entities to perform) in all material respects all of their obligations hereunder required to be performed on or prior to the Closing Date;
    - (D) the Obligors have obtained all other necessary third-party consents to the dealings with the Property, including granting of the Security, contemplated by this Agreement including any consent or approval that is required under Applicable Law, by virtue of a condition or covenant of any mineral rights forming part of the Property or by the terms of any material agreements or leasehold interests;
    - (E) no Material Adverse Effect shall have occurred since the Execution Date; and
    - (F) the Payor shall have delivered to the Payee a certificate dated as of the Closing Date of a senior officer, in form and substance satisfactory to the Payee acting reasonably, confirming the foregoing;
  - (v) no provision of any Applicable Laws or any action by any Governmental Body having competent jurisdiction shall prohibit the Closing or adversely affect in any material respect the Payee's rights, obligations or benefits under this Agreement, and no judgment, injunction, order or decree issued by any Governmental Body having competent jurisdiction shall prohibit the Closing or adversely affect in any material respect the Payee's rights, obligations or benefits under this Agreement; and

- (vi) the Closing Date shall occur no later than forty-five (45) days following the Execution Date.
- (g) **Closing Conditions in Favour of the Payor.** The conditions to Closing in favour of the Payor are as follows:
  - (i) delivery of the items in Section 7(e) has occurred;
  - (ii) as of the Closing Date:
    - (A) all of the representations and warranties made by the Payee in this Agreement as of the Execution Date are true and correct in all material respects (or true and correct in all respects in the case of representations and warranties that are qualified by materiality) on and as of the Closing Date as if made on such date except as would not have a material adverse effect on the ability of the Payee to perform its obligations under this Agreement;
    - (B) the Payee has performed in all material respects all of its obligations hereunder required to be performed on or prior to the Closing Date; and
    - (C) the Payee shall have delivered to the Payor a certificate dated as of the Closing Date of a senior officer, in form and substance satisfactory to the Payor acting reasonably, confirming the foregoing; and
  - (iii) no provision of any Applicable Laws or any action by any Governmental Body having competent jurisdiction shall prohibit the Closing or adversely affect in any material respect the Payor's rights, obligations or benefits under this Agreement, and no judgment, injunction, order or decree issued by any Governmental Body having competent jurisdiction shall prohibit the Closing or adversely affect in any material respect the Payor's rights, obligations or benefits under this Agreement; and
  - (iv) the Closing Date shall occur no later than forty-five (45) days following the Execution Date.

## 8. **Post-Closing.**

- (a) **Drilling.** The Payor shall provide a draft drill program to the Payee (inclusive of reverse circulation drilling) within sixty (60) days following the Closing Date. The Payor shall provide to the Payee a reasonable opportunity to comment on such drill program prior to its finalization. The Payee shall be entitled to make reasonable requests for revisions to such drill program, which requests shall be considered by the Payor and implemented at the Payor's discretion, acting reasonably.
- (b) **Definitive Feasibility Study.**
  - (i) The Payor shall use commercially reasonable efforts to receive a scope and cost estimate from a third party contractor for the preparation of a definitive feasibility study on the Project within forty-five (45) days following the Closing Date. Prior to the finalization of any agreement with respect to the foregoing, the Payor shall

provide to the Payee a reasonable opportunity to comment on the agreement prior to its finalization. The Payee shall be entitled to make reasonable requests for revisions to such agreement, which requests shall be considered by the Payor and implemented at the Payor's discretion, acting reasonably.

- (ii) The Payor agrees that it shall arrange for the aforementioned definitive feasibility study on the Project to be prepared in accordance with National Instrument 43-101 within one hundred and eighty (180) days following the Closing Date, or such other date as each of the Payor and Payee may agree, acting reasonably. However, if the Payor is acting in good faith and there are delays to the feasibility study outside of the control of the Payor then such date shall be automatically extended provided that the Payor continues to act in good faith to complete such study as soon as practicable following such one hundred and eighty (180) day period.
- (c) **Pre-FID Budget.** Within ninety (90) days following the Closing Date, the Payor shall deliver to the Payee confirmation that it has raised no less than C\$[Redacted – *Commercially Sensitive Information*] of gross proceeds through subordinate debt (any such debt to be subordinated on terms and conditions acceptable to the Payee, acting reasonably) and/or equity financing (the “**Subsequent Financing**”), with such amount to be used in accordance with the Pre-FID Budget. However, if the Payor is acting in good faith and there are delays to the financing outside of the control of the Payor then such date shall be automatically extended for an additional ninety (90) days provided that the Payor continues to act in good faith to complete such financing as soon as practicable following the initial ninety (90) day period (for greater certainty, the outside date for purposes of this Section 8(c) shall be no later than one hundred and eighty days (180) days following the Closing Date).
- (d) **Crown Land Lease.** Promptly upon receipt, the Payor shall deliver to the Payee confirmation that the Crown Land Lease has been fully executed and delivered unconditionally by the parties thereto and notice thereof has been recorded against title to the lands leased thereby.

## 9. **Buy-Back Option**

The Payee hereby grants to the Payor the exclusive option (the “**Buy-Back Option**”) to: (i) at any time before the third anniversary of the Closing Date provide notice to the Payee of its intention to purchase 1.9 of the Net Smelter Returns (representing approximately 65.5% of the total 2.9% Net Smelter Return) of the Royalty, for aggregate consideration (the “**Buy-Back Purchase Price**”) equal to \$29,000,000, exclusive of all applicable Sales Taxes; or (ii) thereafter, to purchase 1.9 of the Net Smelter Returns (representing approximately 65.5% of the total 2.9% Net Smelter Return) of the Royalty, for aggregate consideration equal to \$30,500,000, exclusive of all applicable Sales Taxes, and, in each case, such that after the completion of the exercise of the Buy-Back Option by the Payor, the Royalty will be reduced to 1% of the Net Smelter Returns. This option shall only be exercisable by the Payor (i) after the Closing Date for a term expiring on the fourth anniversary of the Closing Date, or (ii) at any time after any Royalty Entity (or its Affiliate) enters into a binding agreement for a Goldboro Project Financing in respect of which the Payee was not provided with a Notice of Participation Option in accordance with Section 15(b)(i) (for the avoidance of doubt this option is only exercisable during such time as Section 15(b)(i) is in operation). The Buy-Back Option may be exercised by the Payor delivering a notice to the Payee (“**Buy-Back Notice**”) on or before either the third or fourth anniversary of the Closing Date, as applicable, and the exercise must be completed within thirty (30) days of the Buy-Back Notice. Payment of the Buy-Back

Purchase Price shall be made to the Payee by wire transfer to the Payee Cash Account, within thirty (30) days after the Buy-Back Notice. Upon the receipt of said payment by the Payee, 1.9 of the Royalty shall automatically and, without action on the part of the Payee (except to acknowledge the exercise of the Buy-Back Option if requested by the Payor) and the Payor, immediately vest in the Payor and the quantum of the Royalty shall be reduced by 1.9, such that the resulting Royalty will be 1% of Net Smelter Returns. The Parties agree that notwithstanding the immediate and automatic reduction of the Royalty as provided in this Section 9, any Royalty payments accrued but not yet paid to the Payee prior to the completion of the exercise of the Buy-Back Option shall be paid, as provided in this Agreement, at the Royalty rate prevailing prior to the completion of the exercise.

## 10. Taxes

- (a) **Taxes Payable by Royalty Entities.** Except as required by Applicable Law or expressly contemplated herein, all payments on account of the Royalty and any other payment or transfer of property of any kind made under this Agreement to the Payee (including with respect to the granting and conveyance of the Royalty) shall be made free and clear, without any deduction or withholding on account of Taxes and without setoff or counterclaim.
- (b) **Payee Withholding.** To the extent required by Applicable Law, the Payee may deduct, withhold, any Taxes imposed by any Governmental Body on the Payee or any of its Affiliates, or otherwise required to be withheld, in respect of any payment made by the Payee or any of its Affiliates under this Agreement and the Payee, shall timely pay the full amount deducted or withheld to the relevant Governmental Body in accordance with Applicable Law.
- (c) **Payor Withholding.** To the extent required by Applicable Law, the Payor may deduct, withhold, any Taxes imposed by any Governmental Body on the Payor or any of its Affiliates, or otherwise required to be withheld, in respect of any payment made by the Payor or any of its Affiliates under this Agreement and the Payor shall timely pay the full amount deducted or withheld to the relevant Governmental Body in accordance with Applicable Law.
- (d) **Payor Indemnity.** The Royalty Entities shall be liable for all Taxes (other than Sales Tax which will be solely governed by Section 10(g)) imposed on the Payee by a Governmental Body in respect of all payments on account of the Royalty and any other payment or transfer of property of any kind made under this Agreement to the Payee (including with respect to the granting and conveyance of the Royalty and payments made pursuant to this Section 10(d)) and, subject to Section 10(e), shall promptly on Payor written notice indemnify and save the Payee harmless from any such Taxes imposed on the Payee. For the purposes of this Section 10(d), Taxes shall exclude (i) any Taxes arising as a result of the Transfer by the Payee of its interest in the Royalty (including any income or capitals gains Taxes arising as a result of the exercise of the Buy-Back Option by the Payee under Section 9); (ii) any Taxes as a result of or in connection with the Payee (or, for greater certainty any successor, transferee, purchaser or assignee thereof) becoming non-resident of Canada for purposes of the *Income Tax Act* (Canada); and (iii) any Taxes imposed by any Governmental Body on the Payee in respect of payments (including any dividends or interest) made by the Payee. The indemnity payments made pursuant to this Section 10(d) (including, for greater certainty, any payment made pursuant to this Section 10(d) in respect of another indemnity payment made pursuant to this Section 10(d) in respect of a particular Tax shall become payable on the last day of the relevant Tax period of that Tax.

(e) **Indemnity Payment and Documentation.**

- (i) The Payee may provide to the Royalty Entities after the relevant Tax period has ended an estimate of the Tax owing and/or amounts claimed under the indemnity in Section 10(d), and, upon receiving such estimate based upon the royalty payments under Section 3 of this Agreement, the Royalty Entities shall promptly make a payment to the Payee equal to the estimate. Such payment shall constitute the initial payment mandated by Section 10(d) in respect of that Tax. If the Payee provides no such estimate, the Royalty Entities shall have no obligation to make a payment under Section 10(d) in respect of the particular Tax until the documentation described in Section 10(e)(iii) is provided to the Royalty Entities.
- (ii) If the Payee has provided an estimate in respect of a particular Tax pursuant to Section 10(e)(i), the Payee shall provide (if such documentation is provided to the Payee in respect of the Tax) to the Royalty Entities certified copy(ies) of receipt(s) evidencing payment of the Tax, filed Tax returns in respect of the Tax and corresponding notice of assessment or re-assessments within five (5) Business Days of, in each case, the later of: 1) receiving a payment in respect of the estimate; and 2) the receipt of the applicable document or filing of the applicable Tax returns. If the Tax paid by the Payee is greater than the amount of the estimate actually paid by the Royalty Entities, the Royalty Entities shall promptly pay the difference to the Payee. If the Tax paid by the Payee is less than the amount of the estimate actually paid by the Royalty Entities, the Payee shall promptly pay the difference to the Royalty Entities.
- (iii) If the Payee has not provided an estimate in respect of a particular Tax pursuant to Section 10(e)(i), the Payee shall provide (if such documentation is provided to the Payee in respect of the Tax) to the Royalty Entities prior to any payments by the Royalty Entities to Payee under Section 10(d) in respect of the Tax certified copy(ies) of receipt(s) evidencing payment of the Tax, filed Tax returns in respect of the Tax and corresponding notice of assessment or re-assessments.
- (iv) If the Payee receives a refund of any Taxes indemnified by the Royalty Entities to Payee under Section 10(d), the Payee shall promptly pay to Royalty Entities an amount equal to the amount of such refund (including any interest).
- (v) In respect of any information or documentation (excluding, for greater certainty, the amount of any indemnity payment made pursuant to Section 10(d)) provided to a Royalty Entity pursuant to Sections 10(e)(ii) and 10(e)(iii), a Royalty Entity shall not: 1) use such documentation or information for any use other than to verify the amount of an indemnity payment made or to be made pursuant to Section 10(d) or 2) disclose or provide such documentation or information to any Person (other than another Royalty Entity) without the prior written consent of the Payee, which consent may be withheld for any reason. The Royalty Entities shall destroy any documentation (whether electronic, paper, or otherwise and including any copies thereof) provided to a Royalty Entity pursuant to Sections 10(e)(ii) and 10(e)(iii) within thirty (30) days of receiving such documentation.
- (vi) The Parties acknowledge that: 1) any estimate provided pursuant to Section 10(e)(i) in respect of income Taxes for a Tax period or 2) any Tax return in respect of income Taxes for a Tax period shall include in calculating income for that Tax

period any payment made pursuant to Section 10(d) and is made payable in that Tax period by Section 10(d).

- (vii) For purposes of Section 10(d) and for this Section 10(e), the Payee shall claim all discretionary tax deductions (including deductions under subsection 66.1(3) of the *Income Tax Act* (Canada)) for purposes of computing its taxable income for a taxation year.
- (f) **Transfer.** If the Payee Transfers its interests in the Royalty pursuant to Section 24(a), and such Transfer is made to a Person that is non-resident of Canada for purposes of the *Income Tax Act* (Canada), Section 10(d) shall be applied to that Person in respect of income Taxes as if the Person was resident in Canada, carried on a business in Nova Scotia through a permanent establishment in Nova Scotia, and the Royalty was part of that business for purposes of the *Income Tax Act* (Canada) and any analogous provincial legislation. Sections 10(e)(ii) and 10(e)(iii) shall not apply to Taxes deemed to be paid or payable pursuant to this Section.
- (g) **Sales Tax.** All Sales Taxes, if any, payable by the Payee or required to be withheld or collected from payments payable or property transferable to the Payee pursuant to Applicable Law in respect of all payments on account of the Royalty and any other payment or transfer of property of any kind made under this Agreement (including with respect to the granting and conveyance of the Royalty and payments made pursuant to Section 10(d)) shall be borne 50% by the Payor and 50% by the Payee. The applicable Party that has the responsibility under Applicable Law to pay, collect or remit such Sales Tax shall pay such Sales Tax to the applicable Governmental Body, and the other Party, upon receiving acceptable proof of liability and payment of such Sales Tax acting reasonably, shall promptly reimburse the paying Party for the other Party's share of the Sales Tax. Where Applicable Law requires the Payor and/or Payee to file a Tax return in respect of such Sales Taxes (whether to report withholding or collection of such Sales Taxes, paying such Sales Taxes or otherwise), the Payor and/or Payee as applicable shall timely file such Tax returns. For the purposes of Part IX of the *Excise Tax Act* (Canada), the Payee and Payor acknowledge that the granting and conveyance of the Royalty is exempt from taxation pursuant to subsection 162(2) of the *Excise Tax Act* (Canada).
- (h) **Non-Resident.** Notwithstanding Sections 10(d) and 10(f), if the Payee (or, for greater certainty, any successor, transferee, purchaser or assignee thereof) becomes a non-resident of Canada for purposes of the *Income Tax Act* (Canada), the Royalty Entities, while the Payee is a non-resident, shall only be liable for the Payee's Taxes (other than Sales Taxes) for an amount equal to the lesser of: 1) the Taxes that the Royalty Entities would be liable for under Sections 10(d) and 10(f) without the application of this Section 10(h); and 2) the Taxes actually paid or payable by the Payee that are otherwise indemnifiable by the Royalty Entities pursuant to Section 10(d) without the application of Section 10(f). Notwithstanding Section 10(e), a certificate delivered to the Royalty Entities as to the amount of Taxes withheld or deducted by the Payor (or, for greater certainty, any successor, transferee, purchaser or assignee thereof) on account of Taxes of the Payee while a non-resident of Canada shall be conclusive absent manifest error.
- (i) **Cooperation.** The Parties agree to reasonably cooperate to: (i) facilitate tax planning with respect to payments on account of the Royalty; (ii) ensure that no more Taxes, duties or other charges are payable than is required under Applicable Law; (iii) obtain a refund or credit of any Taxes which have been overpaid; and (iv) provide upon reasonable request,

in the opinion of the Party not requesting such information, information for (a) the preparation and filing of any Tax returns or preparation of any financial statements (b) the preparation of, or related to, any financial audits or reviews and (c) the preparation for, or related to, any audits by any Governmental Body, and the prosecution or defense of any claim, assessment or re-assessments suit or proceeding relating to any Taxes.

## 11. Reporting Obligations

- (a) **Reports.** The Payor shall deliver or cause to be delivered to the Payee:
  - (i) within twenty five (25) days after the last day of each calendar month, an operational financial report in respect of the Project detailing any material variance from the operating and financial budget for the Project and narrative comment on any such material monthly variance;
  - (ii) the Royalty Statement in accordance with Section 3(d);
  - (iii) within sixty (60) days after the end of each fiscal year, an Annual Report;
  - (iv) within forty-five (45) days after the end of each quarter, a Quarterly Report; and
  - (v) on or before the first day of each fiscal year, an Annual Forecast.
- (b) **Geological Reports.** Except if the Payor is a reporting issuer in Canada and such materials are filed publicly promptly after they become available pursuant to Applicable Laws, the Payor shall promptly deliver to the Payee a full and complete copy of any technical reports prepared in accordance with National Instrument 43-101 and/or material update to any Mineral Reserve and Mineral Resource estimates statement that pertains to the Property.
- (c) **Development and Mine Plans.** The Payor shall promptly deliver to the Payee a copy of the current Development and Mine Plan for the Project. If, at any time, any such Development and Mine Plan is subject to a material amendment, within fifteen (15) days after such amendment or amendments are approved by the board of directors of the Parent, the amended Development and Mine Plan shall be provided by the Payor to the Payee. For the purposes of this Section 11(c), materiality shall include a variation in expected life-of-mine metal production of plus or minus at least 10%.
- (d) **Other Notices.** The Payor shall deliver to the Payee:
  - (i) promptly after the Payor has knowledge or becomes aware thereof, written notice of all material actions, suits and proceedings before any Governmental Body or arbitrator, pending or threatened, against or directly affecting the Project or the Property, including any material actions, suits, claims, notices of violation, hearings, investigations or proceedings with respect to the ownership, use, maintenance and operation of the Project or the Property, including those relating to Environmental Laws; and
  - (ii) promptly after the Payor has knowledge or becomes aware thereof, written notice of any other condition or event which has resulted, or that could reasonably be expected to result, in a Material Adverse Effect.

Each notice pursuant to clauses (i) and (ii) above shall be accompanied by a written statement by an authorized senior officer of the Payor setting forth all material information relating to the occurrence referred to therein, including, if available, any action which the Royalty Entities have taken or propose to take with respect thereto.

To the extent any of the foregoing information is published publicly on the Parent's SEDAR+ profile or website, such publication shall constitute provision of such information to the Payee.

## 12. **Books and Records; Audits; Inspections**

- (a) **Books and Records.** The Payor shall ensure that the Royalty Entities each keep true, complete and accurate Records of all material financial transactions, operations and activities with respect to the Project and the Property, including the mining, treatment, processing, refining, transportation and sale of Minerals subject to the Royalty and in which complete entries will be made, in accordance with GAAP applied on a consistent basis, reflecting all material financial transactions of each of the Royalty Entities relating to the Project and the Property.
- (b) **Audits.** Twice per calendar year and upon not less than fifteen (15) Business Days' prior notice, the Payee and its authorized representatives shall be entitled, at its own cost and expense, to perform audits or other reviews and examinations of the Records of the Royalty Entities relevant to the payment of the Royalty pursuant to this Agreement and to otherwise confirm compliance by the Royalty Entities with the terms of this Agreement. The Payor shall ensure that the Royalty Entities each provide the Payee with complete access to all such Records of the Royalty Entities at the Royalty Entities' offices during usual business hours. If any such audits reveal a material breach of any provision of this Agreement or that payments on account of the Royalty for any calendar year have been underpaid by more than 5.0%, the Payor shall reimburse the Payee for its costs and expenses incurred in such audit and the restriction on audits shall not apply until an audit reveals no material breaches or under payments.
- (c) **Inspections.** Twice per calendar year, at the Payee's cost, with at least fifteen (15) Business Days' prior notice to the Payor, the Payee and its authorized representatives shall have a right of access to all surface and subsurface portions of the Property, to any mill, smelter, concentrator or other processing facility owned or operated by any Royalty Entity that is used to process Minerals subject to the Royalty and to any related operations of the Royalty Entities for the purpose of enabling the Payee to monitor compliance by the Royalty Entities with the terms of this Agreement. If an inspection reveals a breach of this Agreement, the restriction on further annual inspections shall not apply for such calendar year. Subject to any confidentiality obligations, the Payee and its authorized representatives shall have the further right to: (i) inspect and take copies of all Records, whether maintained physically or electronically, pertaining to the Royalty, its calculation and compliance with this Agreement; and (ii) receive copies of all WSMD information and any umpire determinations as to assay results on any Minerals subject to the Royalty delivered and sold pursuant to an Offtake Agreement.
- (d) **Investor Tours.** Once per calendar year, upon not less than fifteen (15) Business Days' prior notice to the Payor, the Payee shall have the right to conduct an investors tour on the Property and any facilities associated therewith.

- (e) **Technical Reports.** If any Royalty Entity prepares a technical report under National Instrument 43-101 (or similar report) in respect of the Property, upon the request of the Payee, the Payor shall use commercially reasonable efforts to request and cause the author(s) of such report to provide, at the sole cost and expense of the Payee, (i) a copy of such report to be addressed to the Payee or any of its Affiliates, and (ii) the relevant certificates and consents of the author(s) required in connection with the filing of and reference to such report to be provided to the Payee or any of its Affiliates. Notwithstanding the foregoing, if the Payee or any of its Affiliates is required by Applicable Law to prepare a technical report under National Instrument 43-101 (or similar report) in respect of the Property and chooses to prepare its own technical report (or similar report), the Payor shall, acting reasonably, cooperate with and allow the Payee and its authorized representatives to access technical information pertaining to the Property and complete site visits at the Property so as to enable the Payee or its Affiliates, as the case may be, to prepare the technical report (or similar report) in accordance with National Instrument 43-101 (or any other applicable Canadian and/or US securities laws and/or stock exchange rules and policies governing the disclosure obligations of the Payee or any of its Affiliates) at the sole cost and expense of the Payee. The Payee or any of its Affiliates, as applicable, shall provide to the Payor an advanced draft copy (and a reasonable opportunity to comment thereon) of such technical report before it is filed on SEDAR+ or otherwise publicly made available and in any event not less than ten (10) Business Days before it is so filed or made public. The Payor shall be entitled to make reasonable requests for revisions to such technical report, which requests shall be incorporated by the Payee and its Affiliates prior to finalizing and publishing the technical report. In no event shall the Payee be permitted to publish or make public a technical report that is materially different than any current technical report of the Payor or Parent without the consent of the Payor in its sole discretion.
- (f) **Additional Requirements.** Access to the Property and associated facilities pursuant to Sections 12(c), (d) and (e) shall be subject to the following: (i) any such access shall be at the sole risk and expense of the Payee, its representatives and its invitees; (ii) any such access shall not unreasonably interfere with the Royalty Entities' activities and operations; (iii) the Payee shall comply, and request that its representatives and invitees comply, with the policies and procedures that the Royalty Entities apply to their own representatives and invitees; (iv) the Payee shall give the relevant Royalty Entities prompt notice of any injuries, property damage or environmental harm that may occur during such tour; and (v) the Payee shall promptly on Payor notice indemnify the Royalty Entities from any Losses suffered or incurred by any Royalty Entity as a consequence of injury to the Payee, its representatives or its invitees incurred during such access, provided that the foregoing shall not apply to any Losses to the extent they arise primarily from the negligence or wilful misconduct of any Royalty Entity, or any of their respective representatives.

### 13. **Maintenance of Existence and Property**

- (a) **Maintenance of Existence.** The Payor shall at all times do or cause to be done all things necessary to maintain its corporate or other entity existence and to obtain and, once obtained, maintain all material Authorizations necessary to carry on its business and own its assets in each jurisdiction in which it carries on business or in which its assets are located.
- (b) **Maintenance of Property.** Subject to Section 13(d), the Payor shall at all times do or cause to be done all things necessary to maintain the Property in good standing, including paying

or causing to be paid all Taxes owing in respect thereof, performing or causing to be performed all required assessment work thereon, paying or causing to be paid all claim, permit and license maintenance fees in respect thereof, paying or causing to be paid all rents and other payments in respect of leased properties forming a part thereof and otherwise maintaining the Property in accordance with Applicable Laws.

(c) **Security; Intercreditor Agreement.**

- (i) As security for the payment of the Royalty and compliance by the Payor with all of its other obligations hereunder, (i) the Parent shall (x) execute and deliver an unlimited guarantee in favour of the Payee, in form and substance satisfactory to the Payee, acting reasonably, guaranteeing the payment and performance, when due, of all Royalty Obligations (the “**Parent Guarantee**”), which Parent Guarantee shall automatically become limited in recourse at Commercial Production (such recourse being limited to all equity interests held by the Parent in the Payor or any Person(s) with a direct or indirect interest in the Payor, the Property or the Project), and (y) grant as security for its obligations under the Parent Guarantee, to and in favour of the Payee, (i) first ranking charges and security interests, subject only to prior ranking Permitted Encumbrances, in, to and over all equity interests held by the Parent in the Payor or any Person(s) with a direct or indirect interest in the Payor, the Property or the Project, all pursuant to one or more agreements (collectively, the “**Parent Security Agreements**”) (ii) the Payor and the Parent shall cause each direct or indirect subsidiary of the Parent holding a direct or interest in or to, now or in the future, the Payor, the Property or the Project to (x) execute and deliver a guarantee in favour of the Payee, in form and substance satisfactory to the Payee, acting reasonably, guaranteeing the payment and performance, when due, of all Royalty Obligations (the “**Holdco Guarantee**”) and (y) grant as security for its obligations under the Holdco Guarantee, to and in favour of the Payee, first ranking charges and security interests, subject only to prior ranking Permitted Encumbrances, in, to and over all equity interests held by such holding company in any other in the Payor or any Person(s) with a direct or indirect interest in the Payor, the Property or the Project , all pursuant to one or more agreements (collectively, the “**Holdco Security Agreements**”) and (iii) the Payor shall grant, as security for its obligations hereunder, to and in favour of the Payee, first ranking charges and security interests, subject only to prior ranking Permitted Encumbrances, in, to and over all present and after-acquired property and assets of the Payor, including (x) the Project, (y) the Property and (z) all equity interests held by the Payor in any other Person, all pursuant to one or more agreements (collectively, the “**Payor Security Agreements**”) in each case, in form and substance satisfactory to Payee (the Parent Guarantee, Parent Security Agreements, Holdco Guarantee, Holdco Security Agreements and the Payor Security Agreements, together with any other instruments as the Payee may from time to time require to preserve and protect its rights hereunder, collectively, the “**Security**”). The Security shall automatically terminate on the earlier of (i) (X) the Production Threshold is achieved, and (Y) all Royalty Obligations relating to the period prior to the achievement of the Production Threshold have been satisfied and (ii) the date that the Buy-Back Purchase Price is paid to the Payee (such earlier date being, the “**Security Release Date**”). For greater certainty, notwithstanding such release of the Security, the Royalty will remain registered on title and such registration shall not be modified or impacted by the release of the Security.

- (ii) Until the Security Release Date, the Payor shall obtain all consents from any Person or Governmental Body required to ensure the enforceability and first ranking priority of the Security, subject only to Permitted Encumbrances. Consents required in relation to property, rights, or interests charged by the Security legally or beneficially owned by the Payor at the time of Closing shall be obtained and delivered to the Payee upon Closing, or such later date as the Payee may agree. Until the Security Release Date, consents required upon acquisition of future property, rights, or interests subject to the floating charge of the Security shall be provided within a reasonable period of time after written request for such consent is received from the Payee.
  - (iii) Until the Security Release Date, the Payor, within ten (10) Business Days of acquiring, leasing, or possessing any other interest in any property, rights, or interests subject to the floating charge of the Security, shall provide written notice to the Payee of same. The Payee may elect to file notice of crystallization of the Security against the property, rights, or interests or require the Payor to enter into an amendment or restatement of the Security Documents, or require the Payor to execute and deliver a new specific charge with respect to any one or more of such acquired property, rights, or interest.
  - (iv) To the extent required by lender(s) or financier(s) entering into any financing arrangements or granting any Encumbrance, directly or indirectly, in property, rights, or interests subject to the Security, the Payee will, at the sole cost and expense of the Payor (to a maximum amount to be agreed in respect of each intercreditor agreement), enter into an intercreditor agreement with such lender(s) or financier(s) (such agreement to be executed in good faith) to among other things (x) implement the terms and conditions as set forth in Schedule C with respect to the relevant transaction (the “**Intercreditor Principles**”) and (y) address such other matters as the parties thereto may reasonably require. If any amendment to a intercreditor agreement described in this Section 13(c)(iv) is entered into at the sole request of the Payee, and is unrelated to the accession thereto of any new lender(s) or financier(s), the Payee shall bear the cost and expense of such amendment.
- (d) **Abandonment.** The Payor shall not abandon any Property Interests comprising part of the Property unless it first complies with this Section 13(d) (provided that (i) in the case of leased or subleased properties, the Payor shall only be required to comply with this Section 13(d) to the extent permitted under the applicable lease or sublease, and (ii) any term extension, renewal, reissuance, replacement, conversion or substitution of any Property Interests for any form of successor or substitute mineral title shall not be considered to be an abandonment for purposes hereof). If the Payor wishes to abandon any of the Property Interests comprising part of the Property (“**Abandonment Property**”), the Payor shall first give notice of such intention to the Payee at least ninety (90) days in advance of the proposed date of abandonment. If, not less than ten (10) days before the proposed date of abandonment, the Payor receives from the Payee written notice that the Payee wishes to acquire the Abandonment Property, the Payor shall, subject to complying first with any of the royalty agreements listed in Schedule G (any of which may prohibit such transfer on certain portions of the Abandonment Property and if so, this Section 13(d) shall not apply to such portions of the Abandonment Property), without additional consideration, convey the Abandonment Property in good standing on an “as is, where is” basis for nominal consideration of \$1 to the Payee or an Affiliate thereof, and shall

thereafter have no further obligation to maintain title to the Abandonment Property. If the Payee does not give such notice to the Payor within the prescribed period of time, and no party to any of the royalty agreements listed in Schedule G has provided notice of their intention to acquire any portion of the Abandonment Property, the Payor may abandon the Abandonment Property and shall thereafter have no further obligation to maintain title to the Abandonment Property; provided, however, that if any Royalty Entity reacquires a direct or indirect interest in any of the Abandonment Property at any time following such abandonment, the production, sale and delivery of Minerals from such property shall be subject to the Royalty and this Agreement. The Payor shall give prompt written notice to the Payee of any such reacquisition.

- (e) **Title Opinions.** If any Royalty Entity prepares, or causes to be prepared, any title opinion or report in respect of all or any portion of the Property, the Payor shall, subject to Confidentiality Redactions or other applicable confidentiality obligations, promptly deliver a copy of such opinion or report to the Payee. Any such opinion delivered shall be for informational purposes only and the Payee shall not be entitled to rely on such title opinion.
- (f) **Right of Payee to Cure Defects.** At any time, and from time to time, the Payee may undertake such investigation of the title and status of the Property as it shall deem necessary. If that investigation should reveal defects in the title (other than minor defects that does not materially affect the Royalty), the Payee shall provide written notice to the Payor including the particulars of such defects and the Payor shall forthwith proceed to cure such title defects to the satisfaction of the Payee. If the Payor fails to do so: (i) the Payee may proceed to cure such title defects; (ii) any costs and expenses incurred (including attorney's fees and costs) by the Payee shall be promptly reimbursed by the Payor, and (iii) the Payee shall have the right to record a lien against the Property as security for payment of such amounts until the Payor reimburses the Payee in full.

#### 14. **Management of Mining Operations**

- (a) **Operational Decisions.** Subject to the provisions of this Section 14, all decisions concerning methods, the extent, times, procedures and techniques of any exploration, construction, development, mining operations and reclamation related to the Property shall be made by the Payor in its sole and absolute discretion.
- (b) **Performance of Mining Operations.** The Payor shall ensure that all exploration, construction, development and mining operations and other activities in respect of the Property will be performed in a commercially reasonable manner in compliance, in all material respects, with Applicable Laws, Authorizations and Other Rights, and in accordance with Good Mining Practice, and on the same basis as if the Payor retained full economic interest in the Precious Metals.
- (c) **Maintenance of Mining Rights.** The Payor shall use all commercially reasonable and lawful efforts to maintain and apply for and obtain any and all available renewals and extensions of the Property, Authorizations, Other Rights and any and all other necessary rights in respect of the Project, the Property or such Other Rights and, other than as expressly permitted by this Agreement, not abandon any of the Project, the Property or such Other Rights or allow or permit any of the Property to terminate or lapse.
- (d) **Compliance with Applicable Laws.** The Payor shall comply, and shall cause all operations and activities conducted at, on or in respect of the Project and the Property to

comply, with all Applicable Laws, all Authorizations and the terms and conditions of Other Rights, in all material respects.

- (e) **Reclamation Obligations.** The Payor shall timely perform, pay and observe, or cause to be performed, observed and paid, any and all material liabilities and obligations required by any Applicable Laws, Authorizations or the terms and conditions of Other Rights or by any Governmental Body having competent jurisdiction for the reclamation, restoration or closure of any facility or land used in connection with the Royalty Entities' operations or activities at, on or in respect of the Project or the Property or required under this Agreement. The Payor shall not undertake, cause, suffer, or permit any condition or activity at, on or in the vicinity of the Property which constitutes or results in a material violation of Environmental Laws. If any Royalty Entity (i) fails to comply in any material respect with Environmental Laws or (ii) undertakes any activity giving rise to material liability under Environmental Laws (except as permitted or authorized by any Authorization or by Applicable Law), the Payor shall promptly remedy and correct such failure to comply, satisfy such liability and otherwise take all commercially reasonable action to cure (whether through remediation, payment of penalties or otherwise) such non-compliance or liability and satisfy all obligations in connection therewith.
  
- (f) **Stockpiling off Property.** The Royalty Entities may temporarily stockpile, store or place the Minerals subject to the Royalty off the Property provided that the Payor shall at all times do or cause to be done all things necessary to ensure that:
  - (i) such Minerals are appropriately identified as to ownership and origin;
  - (ii) such Minerals are secured from loss, theft, tampering and contamination; and
  - (iii) prior to stockpiling, storing or placing such Minerals off the Property, the applicable Royalty Entities shall have entered into and recorded in the applicable jurisdiction, a written agreement in recordable form with the property owner where such stockpiling, storage or placement is to occur providing, among other things, that: (i) the Payee's rights in respect of the Minerals pursuant to the Royalty and this Agreement, insofar as they are applicable, shall continue in full force and effect notwithstanding their removal from the Property; (ii) such Payee's rights in respect of such Minerals shall be the same as if the Minerals had never been removed from the Property; (iii) the Payee's rights in and to such Precious Metals shall have precedence over any rights to the Minerals of said property owner, as well as the creditors of said property owner; and (iv) the Payee's rights in respect of the Minerals pursuant to the Royalty and this Agreement shall otherwise be preserved.
  
- (g) **Commingling.** Commingling of Minerals from the Property with other ores, doré, concentrates, precipitates, or other intermediate products, metals, minerals or mineral by-products produced elsewhere ("**Other Source Product**") is permitted, as long as:
  - (i) such Minerals produced from the Other Source Product is included in the calculation of the Royalty until the Production Threshold is achieved;
  - (ii) reasonable and customary procedures have been established (which are consistent with Good Mining Practice) for the weighing, determining moisture content, sampling, assaying, determining recovery factors and metal accounting and other

measuring or testing necessary to fairly allocate valuable metals contained in such Minerals and in the Other Source Product (“**Commingling Plan**”), such Commingling Plan to ensure the division of Other Source Product and Minerals for the purposes of determining the quantum of valuable metals and the Payor keep all books, records, data and samples required by the Commingling Plan; and

- (iii) representative samples of the Minerals must be retained by the Payor and assays (including moisture and penalty substances) and other appropriate analyses of these samples must be made before commingling to determine gross metal content of the Minerals and the Payor must retain such analyses for a reasonable amount of time, but not less than 36 months, after receipt by the Payee of the Royalty paid/credited with respect to such commingled Minerals from the Property.
- (h) **Waste Materials.** All tailings, residues, waste rock, spoiled leach materials, and other waste materials (collectively, “**waste materials**”) resulting from the Royalty Entities’ operations and activities at and on the Property that remain the sole property of the Royalty Entities and remains on the Property or otherwise subject to a stockpiling arrangement shall remain subject to the Royalty should the same be processed or reprocessed, as the case may be, in the future and result in the production of Precious Metals. Notwithstanding the foregoing, the Royalty Entities shall have the right to dispose of waste materials from the Property on or off of the Property, including with respect to waste materials for aggregate or fill contracts, and to commingle the same with waste materials from other properties without such waste materials being subject to the Royalty, provided that there is no reasonable expectation of such waste materials being processed resulting in the production of a material quantity of Precious Metals. For any sale of waste materials where there is reasonable prospect of the processing of saleable Precious Metals contained therein, such waste materials shall be subject to the Royalty and the Parties shall use commercially reasonable methods in accordance with Good Mining Practices to determine the amount of the Precious Metals in such waste material.
- (i) **Pre-FID Budget.** The Payor shall apply funds from the Purchase Price in accordance with the use of proceeds specified herein and the net proceeds from the Subsequent Financing towards the Project in accordance with the Pre-FID Budget in all material respects.

## 15. **Goldboro Project Financing and Stream/Royalty Interests**

- (a) **General Prohibition.** The Payor shall not, and shall cause the Royalty Entities, to not, create, grant, convey or otherwise agree to any Goldboro Project Financing or Stream/Royalty Interest, unless the Payor first complies with this Section 15, as applicable.
- (b) **Project Financing Participation Option.**
  - (i) **Participation Option.** Until the earlier of (i) the third anniversary of the Closing Date, and (ii) the completion of a Goldboro Project Financing (as hereinafter defined), if from time-to-time any of the Royalty Entities receives a written offer (a “**Third Party Offer**”) from any Person dealing at arm’s-length with the Payor for such Person to provide a project financing loan facility or other project financing arrangement with respect to the financing of the Construction of the Project in a minimum amount of \$[Redacted – *Commercially Sensitive Information*] (a “**Goldboro Project Financing**”) (each such written offer from time-to-time, a “**Project Financing Participation Interest**”) which the Payor

either wishes to accept or has accepted conditional on and subject to the Payee's participation option pursuant to this Section 15(b), the Payor shall promptly give notice of the Third Party Offer (the "**Notice of Participation Option**") and disclose the identity and address of the Person making the Third Party Offer (the "**Third Party Offeror**") to the Payee. Upon the Notice of Participation Option being given, the Payee will have the right, but not the obligation, to participate in up to 50% of the applicable Project Financing Participation Interest at the same price and upon the same terms and conditions as are contained in the Third Party Offer. For avoidance of doubt, no Project Financing Participation Interest shall include (i) any cost overrun facility or cost overrun financing, (ii) equipment financing or (iii) any financing which refinances a Goldboro Project Financing, including, for greater certainty, by way of revolving credit facility.

- (ii) **Exercise and Closing.** If the Payee desires to exercise its right to participate in any Project Financing Participation Interest as contemplated by Section 15(b)(i), it shall give notice of exercise (the "**Option Exercise Notice**") to the Payor within thirty (30) days of having been given the Notice of Participation Option. The giving of the Option Exercise Notice shall constitute a legally binding agreement between the Third Party Offeror, Payee and the Payor for the Project Financing Participation Interest in accordance with the terms set out in the Third Party Offer, *mutatis mutandis*, which transaction will be completed (subject to entry into an agreement reflecting the applicable Project Financing Participation Interest and such other customary industry terms) within thirty (30) days of the giving by the Payee of the Option Exercise Notice (or on such other date as the Third Party Offeror, Payee and the Payor may agree).
  - (iii) **No Exercise.** If the Payee does not give the Option Exercise Notice in accordance with the provisions of Section 15(b)(ii), the right of the Payee to the applicable Project Financing Participation Interest will terminate and this Section 15 shall thereafter be null and void in respect of such Project Financing Participation Interest (for greater certainty, this Section 15 shall continue to apply in accordance with its terms in respect of each Goldboro Project Financing contemplated thereafter).
- (c) **Right of First Offer on Stream/ Royalty Interests.** [*Redacted – Commercially Sensitive Information*]

## 16. **Insurance Matters**

- (a) **Maintenance of Insurance.** The Payor shall ensure that insurance is maintained with reputable insurance companies with respect to the Project and the operations conducted at, on and in respect thereof against such casualties and contingencies and of such types and in such amounts as is customary in the case of similar operations in Canada. Without limiting the foregoing, such insurance shall include workers compensation insurance in amounts required by Applicable Laws.
- (b) **Shipment of Minerals.** The Payor shall ensure that each shipment of Minerals subject to the Royalty is adequately insured in such amounts and with such coverage as is customary in the mining industry, until the time that risk of loss and damage for such Minerals is transferred to the Third Party Payor.

- (c) **Loss Payee.** The Payor shall cause the Payee to be named a loss payee (as its interests may appear) on all insurance policies of the Royalty Entities covering loss of or damage to the Precious Metals. For greater certainty, the Payee shall not be added as a loss payee to any third party casualty or liability type policies of the Royalty Entities.
- (d) **Notice of Loss or Damage.** The Payor shall promptly provide the Payee with written notice of any material loss or damage suffered to the Property or any Precious Metals and whether any Royalty Entity plans to make any insurance claim.

17. **Representations and Warranties of the Payee**

The Payee, acknowledging that the Payor is entering into this Agreement in reliance thereon, hereby makes the representations and warranties to the Payor as set out in Schedule D as at the Execution Date.

18. **Representations and Warranties of the Payor**

The Payor, acknowledging that the Payee is entering into this Agreement in reliance thereon, hereby makes the representations and warranties to the Payee as set out in Schedule E as at the Execution Date.

19. **Survival of Representations and Warranties**

The representations and warranties of each of the Parties in or under this Agreement or any documents, instruments and agreements delivered pursuant to this Agreement shall survive the Closing and shall continue in full force and effect for two years following the Execution Date, except for Payor's Fundamental Representations which shall survive for six years following the Execution Date.

20. **Indemnities**

- (a) The Payor agrees to promptly on notice from the Payee indemnify and save the Payee and its Affiliates and the directors, officers, and employees of the foregoing harmless from and against any and all Losses suffered or incurred by any of them as a result of, in respect of, or arising as a consequence of:
  - (i) any breach or inaccuracy of any representation or warranty of any of the Payor contained in this Agreement, including the representations and warranties set forth in Schedule D hereto, as the case may be, or in any document, instrument or agreement delivered pursuant hereto or thereto; and
  - (ii) any breach, including breach due to non-performance, by any of the Payor of any covenant or agreement to be performed by the Payor contained in this Agreement or in any document, instrument or agreement delivered pursuant hereto or thereto.
- (b) The Payor agrees to promptly on notice from the Payee indemnify and save the Payee and its Affiliates and the directors, officers, and employees of the foregoing harmless from and against any and all Losses suffered or incurred by any of them as a result of any claim brought by a third party against the Payee or any such other indemnified Persons as a result of, in respect of, or arising as a consequence of:

- (i) the development or operation of the Project;
  - (ii) the failure of any of the Payor to comply with any Applicable Law, including any Applicable Law relating to environmental matters and reclamation obligations, with respect to the Project; and
  - (iii) the physical environmental condition of the Project and matters of health and safety related thereto or any action or claim brought with respect thereto (including conditions arising before the Execution Date).
- (c) The Payor shall not be liable for any Losses pursuant to this Section 20 with respect to any individual claim for such Losses, unless the claim is in excess of \$100,000. The Payor's maximum aggregate liability for any such claim for Losses pursuant to this Section 20, including obligations provided for in Section 21, shall not exceed \$24,000,000.
- (d) This Section 20 shall survive termination of this Agreement.

## 21. **Defense of Third Party Claims**

In the event of a claim (an "**Indemnity Claim**") being made by a third party against any Person in respect of which such Person (the "**Indemnified Party**") is entitled to indemnification pursuant to Section 20, the following provisions shall apply:

- (a) The Indemnified Party shall promptly, and in any event within ten (10) Business Days, give written notice to the Payor of the receipt of any written Indemnity Claim in respect of which the Indemnified Party intends to claim for indemnification against the Payor. If the Indemnified Party fails to give such notice, such failure shall not preclude the Indemnified Party from obtaining indemnification except to the extent that such delay prejudiced the defense of the Indemnity Claim or increased the amount of liability thereunder. Such notice shall specify with reasonable particularity the nature of the Indemnity Claim. The Payor shall have the right, by written notice given to the Indemnified Party within ten (10) Business Days following receipt of the Indemnified Party's notice, at its own expense, assume control of the negotiation, settlement and defense of such Indemnity Claim, in which case the Indemnified Party shall co-operate with the Payor in respect of such Indemnity Claim and the Payor shall reimburse the Indemnified Party for all the Indemnified Party's reasonable expenses as a result of the Payor's assumption of such Indemnity Claim and arising from the Indemnified Party's co-operation.
- (b) The Indemnified Party will have the right to engage its own counsel and to participate in the negotiation, settlement and defense of any Indemnity Claim the control of which is assumed by the Payor. The costs of such other counsel shall be for the Indemnified Party's own expense unless:
- (i) the Payor and the Indemnified Party shall have mutually agreed to the retention of such other counsel;
  - (ii) the parties to any such Indemnity Claim (including any added third or impleaded party) include (x) a Royalty Entity, and (y) the Indemnified Party, and the Indemnified Party and the relevant Royalty Entity shall have each been advised in writing by their respective legal counsel that the representation of both parties by

the same counsel would be inappropriate due to the actual or potential differing interests between them; or

- (iii) the Payor has not retained counsel within fifteen (15) Business Days following receipt by the Payor of notice of any such Indemnity Claim from the Indemnified Party.
- (c) If the Payor elects not to assume control of the Indemnity Claim, the Indemnified Party will be entitled to assume control of the Indemnity Claim at the expense of the Payor and make settlement of the claim with the prior written consent of the Payor, acting reasonably, may appear advisable; provided, however, that no admission of liability or settlement may be made by the Indemnified Party without, in each case, the prior written consent of the Payor, such consent not to be unreasonably withheld or delayed.
- (d) The following provisions shall also apply with respect to Indemnity Claims:
  - (i) in the event that any Indemnity Claim is of a nature such that the Indemnified Party is legally bound or required by Applicable Law to make a payment to any Person (a “**Third Party**”) with respect to such Indemnity Claim before the completion of settlement negotiations or related legal proceedings, including, without limitation, the posting of any security to stay any process of execution or judgment, the Payor shall be obligated to make such payment or post security therefor on behalf of the Indemnified Party. If the Payor fails to do so, the Indemnified Party may make such payment or post security therefor and the Payor shall, forthwith after demand by the Indemnified Party, reimburse the Indemnified Party for any such payment or cause the security to be replaced and released. If the amount of any liability of the Indemnified Party under the Indemnity Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Payor to the Indemnified Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Payor;
  - (ii) irrespective of whether control of the Indemnity Claim is assumed by the Indemnified Party or the Payor, neither the Indemnified Party nor the Payor shall negotiate, settle, compromise, make any admission of liability or pay any Indemnity Claim except with the prior written consent of the other such party (which consent shall not be unreasonably withheld, conditioned or delayed); and
  - (iii) the Indemnified Party and the Payor shall co-operate fully with each other with respect to Indemnity Claims, shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available) and shall each designate a senior officer who will keep himself or herself informed about and be prepared to discuss the Indemnity Claim with his or her counterpart and with counsel at all reasonable times.
- (e) The Payor shall not be liable to indemnify pursuant to this Section 21 with respect to any individual Indemnity Claim unless the Indemnity Claim is in excess of \$100,000. The Payor’s maximum aggregate liability for any such Indemnity Claim pursuant to this Section 21, including obligations provided for in Section 20, shall not exceed \$24,000,000 in the aggregate.

- (f) This Section 21 shall survive termination of this Agreement.

22. **Term**

The term of this Agreement shall commence on the Execution Date and shall be perpetual. The Parties do not intend that there shall be any violation of the rule against perpetuities. If any right, power or interest of any Party under this Agreement would violate the rule against perpetuities, then such right, power or interest shall be deemed to terminate or expire at the expiration of 20 years after the death of the last survivor of all the lineal descendants of His Majesty, King Charles III of England, living on the date of this Agreement.

23. **Restricted Transfer Rights of the Payor**

- (a) **Prohibited Transfers.** Except for any Property Interests abandoned by the Payor or Transferred to the Payee in compliance with Section 13(d), or any Transfers to Affiliates of the Payor, the Payor may not Transfer, in whole or in part, its rights and obligations under this Agreement or all or any portion of the Property unless (A) the Payee consents to the Transfer, such consent not to be unreasonable withheld, and (B) the transferee (i) has first entered into an agreement in substantially the form set out in Schedule F agreeing to be bound by this Agreement with respect thereto, (ii) covenants to be bound by the terms of the Payor Security Agreements in a form acceptable to the Payee, and (iii) is not a Restricted Person. For greater certainty, (x) the creation, sale, grant or other conveyance of an Offered Stream/Royalty Interest in compliance with Section 15 and (y) any encumbrance, hypothecation, pledge or assignment by way of security, shall be deemed not to be a Transfer for the purposes of this Section 23(a).
- (b) **Transfers of Interests in Payor.** For greater certainty, (i) any amalgamation, merger or consolidation of the Payor with or into another body corporate, including by way of a plan of arrangement, nor (ii) at any time when the majority of the securities of the Payor are not listed on a stock exchange, a Transfer or issuance of securities of the Payor, including a transfer of all of the securities pursuant to a takeover bid and subsequent acquisition transaction (including a compulsory acquisition) or plan of arrangement, nor (iii) any Transfers of common shares or other securities of the Payor to any Affiliates of the Payor, is a Transfer to which this Section 23 applies, provided, however, that in the case of a transaction referred to in clause (i), any successor entity to the Payor shall have (A) acknowledged in an agreement in substantially the form set out in Schedule F that it is bound by this Agreement and (B) delivered a confirmation and acknowledgment with respect to any existing Security granted by the Payee and in the case of a transaction referred to in clause (ii), the transferee of such securities (A) has entered into an agreement with the Payee, in form and substance satisfactory to the Payee acting reasonably, acknowledging the Royalty and agreeing not to take any action, directly or indirectly, to avoid or impede the performance by the Payor of this Agreement and (B) covenants to be bound by the terms of the Holdco Security Agreements in a form acceptable to the Payee, acting reasonably.
- (c) **Transfers of Interests in Parent.** For greater certainty, if a Royalty Entity is a publicly listed company, no Change of Control of such Royalty Entity shall constitute a Transfer of this Agreement or all or any portion of the Property.
- (d) **Effect of Prohibited Transfer.** Any Transfer made in violation of this Section 23 shall be null and void and of no force or effect whatsoever.

## 24. **Transfer Rights of the Payee**

- (a) **Transfers.** Subject to Section 24(b), the Payee shall have the right to Transfer or encumber, in whole or in part, its rights and obligations under this Agreement to any Person other than a Restricted Person, without the consent of the Payor, upon the delivery of notice of such Transfer to the Payor. Subject to the foregoing sentence, in the case of a Transfer, provided that such transferee has agreed in an agreement in substantially the form set out in Schedule F to be bound by such Transferred obligations under this Agreement, the Payee making such Transfer, as applicable, shall be released from such Transferred obligations under this Agreement. Notwithstanding the foregoing, if the Payee intends to Transfer its rights and obligations under this Agreement to any direct Competitor of the Payor or the Parent, it must first obtain the consent of the Payor (such consent not to be unreasonably withheld, delayed or conditioned).
- (b) **Multiple Parties.** Notwithstanding that more than one Person may in the future hold the interests of the Payee in this Agreement, the Payor shall not be or become liable to make payments in respect of the Royalty to, or to otherwise deal in respect of this Agreement with, more than one Person. If the interest of the Payee hereunder is at any time owned by more than one Person, such Persons will, as a condition of receiving payment hereunder, nominate one such Person to act as agent and common trustee for receipt of money and no such Person will be entitled to administer or enforce any provisions of this Agreement except through such agent and trustee. In such events, the Payor will, after receipt of notice respecting the nomination of such agent and trustee, thereafter make and be entitled to make payments due hereunder in respect of the Royalty to such agent and trustee and to otherwise deal with such agent and trustee as if it were the sole Payee of the Royalty hereunder.

## 25. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles that would require the application of laws of another jurisdiction. Subject to Section 26, each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario. Notwithstanding the foregoing, the Parties agree and acknowledge that the laws of the Province of Nova Scotia shall govern any matters pertaining to (i) title to the Property, and (ii) the creation and validity of the Royalty as an interest in the Property.

## 26. **Disputes and Arbitration**

- (a) Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof (a “**Dispute**”) may be referred, upon written notice (a “**Dispute Notice**”) by any Party to the chief executive officer of each of the Payor and the Payee for prompt resolution. If the Dispute is not resolved by the chief executive officers within thirty (30) days of delivery of the Dispute Notice, any Party may refer the Dispute to be settled by binding arbitration in accordance with the process described in Section 26(b), except for any Disputes which are specifically required under this Agreement to be referred to the Independent Expert (Engineering), the Independent Expert (Investment Banking) or the Independent Expert (Marketing), as applicable, in which case such Dispute shall be resolved in accordance with the process described in Section 26(c).

- (b) Subject to such matters to be resolved in accordance with Section 26(c), any Party may refer a Dispute which has not been resolved by the chief executive officers in accordance with Section 26(a), to binding arbitration in accordance with the Arbitration Rules of the ADR Institute of Canada, Inc. (the “**Rules**”) but, subject to the agreement of both Parties, the ADR Institute of Canada, Inc. (the “**ADRIC**”) is not required to administer the arbitration (the “**Arbitration**”). Unless otherwise agreed to in writing by the Parties:
- (i) If an Arbitration is in respect of a claim for damages for less than or equal to \$10,000,000, or seeks non-monetary relief including injunctive or other equitable relief, it shall be conducted before one (1) arbitrator. Otherwise, the Arbitration shall be heard and determined by three (3) arbitrators. The arbitrator or arbitrators, as the case may be, shall be retired judges or senior legal practitioners with significant experience in commercial disputes and shall be appointed in the following manner:
    - (A) if the Arbitration shall be conducted before a panel of one (1) arbitrator, the Parties shall mutually agree upon the arbitrator. If the Parties are unable to agree upon an arbitrator within ten (10) days of the referral to Arbitration, the arbitrator shall be appointed in accordance with Rule 3.2 of the Rules (as amended from time to time) and the Arbitration shall proceed thereafter as an administered arbitration under the auspices of the ADRIIC; and
    - (B) if the Arbitration shall be conducted before a panel of three (3) arbitrators, the Parties shall each appoint one (1) arbitrator within ten (10) days of the referral to Arbitration. The third arbitrator, who shall chair the arbitration panel, shall be jointly appointed by the two arbitrators selected by the Parties within ten (10) days of their appointment;
  - (ii) The Arbitration shall take place in Toronto, Ontario;
  - (iii) The Arbitration shall be conducted in English;
  - (iv) All decisions of the Arbitration panel will be final and binding on the Parties and not subject to appeal; and
  - (v) All matters relating to the Arbitration, including all documents created in the course of or for the purposes of the Arbitration and any interim or final decision, order or award in the Arbitration, shall be kept confidential and shall not be disclosed by any Party to any third party (excluding their respective legal counsel and where necessary, financial advisors) without the prior written consent of the other Party, or unless required by Applicable Law.
- (c) All Disputes under this Agreement which have not been resolved by the chief executive officers in accordance with Section 26(a) and which are specifically required to be resolved by a determination of the Independent Expert (Engineering), the Independent Expert (Investment Banking) or the Independent Expert (Marketing), as applicable, may be referred to such Independent Expert (Engineering), the Independent Expert (Investment Banking) or the Independent Expert (Marketing), as applicable, as the Parties may agree which process shall be conducted as follows:

- (i) the Parties will cooperate with the Independent Expert (Engineering), the Independent Expert (Investment Banking) or the Independent Expert (Marketing), as the case may be, and promptly provide it with such information and documentation as requested by it for the purpose of its determination;
  - (ii) the Independent Expert (Engineering), the Independent Expert (Investment Banking) or the Independent Expert (Marketing), as the case may be, may establish rules and procedures for the conduct of the determination process, including holding meetings with or requiring written submissions of the Parties;
  - (iii) the Independent Expert (Engineering), the Independent Expert (Investment Banking) or the Independent Expert (Marketing), as the case may be, will be required to render its determination, in writing, within thirty (30) days after it has received all relevant information and input from the Parties, and include in its determination an explanation of all methodologies used in making its determination;
  - (iv) the costs of the Independent Expert (Engineering), the Independent Expert (Investment Banking) or the Independent Expert (Marketing), as the case may be, in making its determination will be borne by the Party which does not prevail in the dispute (or if it is unclear which Party prevails, in the discretion of the Independent Expert (Engineering), the Independent Expert (Investment Banking) or the Independent Expert (Marketing), as the case may be; and
  - (v) the final determination by the Independent Expert (Engineering), the Independent Expert (Investment Banking) or the Independent Expert (Marketing), as the case may be, with respect to the matter before it will be final and binding on the Parties and will not be subject to appeal on any basis, including on a question of law or mixed fact and law, and in acting the Independent Expert (Engineering), the Independent Expert (Investment Banking) or the Independent Expert (Marketing), as the case may be, will be acting as experts and not as arbitrators.
- (d) The Parties may not commence legal proceedings in any court in connection with a Dispute with the exception that a Party may, in its sole discretion, apply at any time to a court of competent jurisdiction for urgent interlocutory relief, or to enforce an interim or final decision, order or award from an Arbitration.

## 27. Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be sent or delivered to the respective Parties at their respective addresses, facsimile numbers or e-mail addresses set forth below (or at or to such other address, facsimile, number or e-mail address as shall be designated by any Party in a written notice to the other Parties):

If to the Payor or Parent:

Address: Goldboro Gold Mines Inc., c/o NexGold Mining Corp.  
20 Adelaide St. East, Suite 401  
Toronto, Ontario M5C 2T6 Canada

Attention: Orin Baranowsky, Chief Financial Officer

E-mail: [Redacted – Confidential Information]

with a copy (which copy shall not constitute notice) to:

Address: Cassels Brock & Blackwell LLP  
Suite 3200 – Bay Adelaide Centre – North Tower  
40 Temperance Street  
Toronto, Ontario M5H 0B4 Canada

Attention: Jay King and Alex Pizale

E-mail: [Redacted – Confidential Information] and [Redacted – Confidential Information]

If to the Payee:

Address: Appian Canada Goldboro Ltd.  
c/o Centralis Canada  
Suite 3200 – Bay Adelaide Centre – North Tower  
40 Temperance Street  
Toronto, Ontario M5H 0B4 Canada

Attention: Wolfgang Out

With a copy to :

Address : Appian Canada Goldboro Ltd.  
600 Lexington Avenue, Suite 501  
New York, New York  
10022

Attention: Alyssa McAnney, Head of Legal, Global M&A

E-mail: [Redacted – Confidential Information]

with a copy (which copy shall not constitute notice) to:

Address: McCarthy Tétrault LLP  
Suite 5300 – TD Bank Tower  
Box 48, 66 Wellington Street West  
Toronto, Ontario M5K 1E6 Canada

Attention: Christopher Langdon and Christopher Zawadzki

E-mail: [Redacted – Confidential Information] and [Redacted – Confidential Information]

Any notice and communications shall be effective:

- (a) if delivered by hand, sent by certified or registered mail or sent by an overnight courier service, when received; provided that if such date is a day other than a Business Day where the recipient Party is located, then such notice shall be deemed to have been given and received on the first Business Day where the recipient Party is located following the date of such delivery; and

- (b) if sent by facsimile or e-mail transmission and successfully transmitted before 5:00 p.m. on a Business Day where the recipient Party is located, then on that Business Day, and if transmitted after 5:00 p.m. on that day or on a day that is not a Business Day, then on the first Business Day where the recipient Party is located following the date of transmission.

## 28. General Provisions

- (a) **Further Assurances.** Each Party shall execute all such further instruments and documents and shall take all such further actions as may be necessary to effect the transactions contemplated herein, in each case at the cost and expense of the Party requesting such further instrument, document or action, unless expressly indicated otherwise.
- (b) **Obligations of Royalty Entities.** The Payor agrees to take all action necessary to cause each and every other Royalty Entity to observe, comply with and perform its covenants and obligations in this Agreement. To the extent that any covenants or obligations in this Agreement are stated to be covenants or obligations of the Royalty Entities or any of them, and a Royalty Entity is not a party to this Agreement (including any Person that becomes a Royalty Entity after the Execution Date), the Payor shall take all action necessary to cause such Royalty Entity to observe, comply with and perform such covenants or obligations, including causing such Royalty Entity to agree in writing in favour of the Payee to be bound by this Agreement.
- (c) **Confidentiality.** The Payee shall not, without the express written consent of the Payor, which consent shall not be unreasonably withheld, disclose any data or information concerning the operations of the Royalty Entities obtained in connection with this Agreement which is not already in the public domain (the “**Confidential Information**”); provided, however, the Payee may disclose Confidential Information without the consent of the Payor: (i) if required by Applicable Law or requested by a Governmental Body having jurisdiction over the Payee or its Affiliates; (ii) to the Payee’s Affiliates and to any representatives, consultants or advisers of the Payee or its Affiliates for the purpose of providing services to the Payee or its Affiliates where such disclosure is necessary for the performance of such services; and (iii) to any Person to whom the Payee, in good faith, anticipates Transferring an interest in this Agreement as contemplated by Section 24(a) and such Person’s Affiliates and the representatives, consultants and advisers of such Person or its Affiliates. In the case of disclosure pursuant to clause (ii) or (iii), the Payee shall be responsible to ensure that the recipient of the Confidential Information does not disclose the Confidential Information to the same extent as if it were bound by the same non-disclosure obligations of the Payee hereunder. Notwithstanding the foregoing, the Payee shall not be restricted from disclosing the terms of this Agreement or payments on account of the Royalty. For greater certainty and notwithstanding the foregoing, the Payee shall be entitled to disclose without the consent of the Payor (A) publicly available data or information concerning the operations of the Royalty Entities, once such information has been publicly disclosed by any of the Royalty Entities, and (B) information regarding payments received or to be received hereunder.
- (d) **Press Releases.** The Parties shall jointly plan and co-ordinate any public notices, press releases or other publicity concerning the entering into of this Agreement and the Closing, and no such Party or any of its Affiliates shall act in this regard without reasonable prior consultation with the other Party, unless such disclosure is required to meet the timely disclosure obligations of such Party or its Affiliates under Applicable Laws in circumstances where prior consultation with the other Party is not practicable, and in such

event a copy of such disclosure shall be provided to the other Party at such time as it is made publicly available.

- (e) **Filing of Agreement.** Each Party agrees that if a Party or any of its Affiliates is required to file a copy of this Agreement in any public registry, filing system or depository, including, in order to comply with Applicable Law, it shall notify the other Party of such requirement within two Business Days of the filing date, and the Parties shall consult with each other with respect to any proposed redactions to this Agreement in compliance with such Applicable Laws before it is filed in any such registry, filing system or depository. Furthermore, the Parties acknowledge that the Parent will file a copy of this agreement on SEDAR+ immediately following the Execution Date.
- (f) **No Partnership.** Nothing herein shall be construed to create, expressly or by implication, a joint venture, agency relationship, fiduciary relationship, mining partnership, commercial partnership or other partnership relationship between the Parties.
- (g) **Severability.** If any provision of this Agreement is wholly or partially invalid, this Agreement shall be interpreted as if the invalid provision had not been a part hereof so that the invalidity shall not affect the validity of the remainder of this Agreement which shall be construed as if this Agreement had been executed without the invalid portion.
- (h) **Rule Against Perpetuities.** If an arbitrator, court or tribunal of competent jurisdiction determines that the term of this Agreement violates the rule against perpetuities, the rule against unreasonable restraints on the alienation of property or any other similar rule, then the term of this Agreement shall automatically be amended to coincide with the maximum term permitted by the rule against perpetuities, the rule against unreasonable restraints on the alienation of property or any other similar rule, as applicable, and this Agreement shall not be terminated solely as a result of such violation. The Parties irrevocably release and waive the applicability of the rule against perpetuities to the Royalty. Each of the Payor and the Payee agrees and covenants, for itself and its successors and assigns, that it will not commence any action or arbitration proceeding to declare the Royalty ineffective, invalid or void based on the rule against perpetuities, and that it will not in any action or arbitration proceeding commenced by the other Party, or its successors and assigns, as applicable, assert as an affirmative defense against any claim for relief for enforcement of this Agreement that this Agreement is ineffective, invalid or void based on the rule against perpetuities.
- (i) **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, among the Parties.
- (j) **Amendments.** This Agreement may not be changed, amended or modified in any manner, except pursuant to an instrument in writing signed on behalf of each of the Parties.
- (k) **Waiver.** The failure by any Party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision unless such waiver is acknowledged in writing, nor shall such failure affect the validity of this Agreement or any part thereof or the right of a Party to enforce each and every provision. No waiver of a breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

- (l) **Specific Performance.** The Payor acknowledges that any breach of this Agreement may cause the Payee irreparable harm for which damages are not an adequate remedy. The Payor agrees that, in the event of any such breach, in addition to other remedies at law or in equity that the Payee may have, the Payee may be entitled to seek specific performance.
- (m) **Cumulative Performance.** The rights and remedies of the Parties under this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided by Applicable Law.
- (n) **No Beneficiaries.** This Agreement is intended for the benefit of the Parties and their respective successors and permitted assigns and, except for the indemnified Persons referred to in Section 20, is not for the benefit of, nor may any provision in this Agreement be enforced by, any other Person. With respect to any indemnified Person who is not a party to this Agreement, the applicable Party associated with such indemnified Person shall obtain and hold the rights and benefits of Section 20 in trust for and on behalf of such indemnified Person.
- (o) **Costs and Expenses.** The Payor shall be responsible for paying all costs and expenses incurred by the Payee in connection with the negotiation and preparation of this Agreement and the transactions contemplated hereby, including, without limitation, reimbursement of all third party due diligence expenses, legal fees and travel expenses incurred by the Payee with respect to this Agreement and the transactions contemplated hereby, up to a maximum of \$500,000.
- (p) **Payments.** All payments under this Agreement shall be paid in U.S. dollars, unless specifically noted to be payable in another currency.
- (q) **Counterparts.** This Agreement may be executed in one or more counterparts and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic format shall be effective as delivery of a manually executed counterpart of this Agreement.

*[Signature page follows.]*

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date and year first above written.

**NEXGOLD MINING CORP.**

By: (Signed) "*Orin Baranowsky*"

Name: Orin Baranowsky

Title: Chief Financial Officer

**GOLDBORO GOLD MINES INC.**

By: (Signed) "*Orin Baranowsky*"

Name: Orin Baranowsky

Title: Secretary and Treasurer

**APPIAN CANADA GOLDBORO LTD.**

By: (Signed) "*Timothy Mister*"

Name: Timothy Mister

Title: Director

**SCHEDULE A**

**DESCRIPTION OF THE GOLIATH PROPERTY**

*[Redacted – Commercially Sensitive Information]*

**SCHEDULE B**

**DESCRIPTION OF THE PROPERTY**

*[Redacted – Commercially Sensitive Information]*

**SCHEDULE C**

**INTERCREDITOR PRINCIPLES**

*[Redacted – Commercially Sensitive Information]*

## SCHEDULE D

### REPRESENTATIONS AND WARRANTIES OF THE PAYEE

1. **Organization and Powers.** The Payee is duly organized, validly existing and in good standing under the laws of the Province of Ontario, and has all requisite power and authority to execute and deliver, and perform its obligations under this Agreement.
2. **Authorization; No Conflict.** The execution and delivery by the Payee of, the performance of its obligations under, and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary action of the Payee, as applicable, and do not and will not:
  - (a) violate the terms of its constating documents; or
  - (b) conflict with, result in a breach of, or constitute a default or an event creating rights of acceleration, termination, modification or cancellation or a loss of rights under (with or without the giving notice or lapse of time or both), any written or oral contract, agreement, license, concession, indenture, mortgage, debenture, note or other instrument to which it is a party, subject or otherwise bound (including with respect to its assets) except in each case as would not have a material adverse effect on its ability to perform its obligations under this Agreement; or
  - (c) violate in any material respect any Applicable Law to which it is subject or otherwise bound (including with respect to its assets).
3. **Execution; Binding Obligation.** This Agreement has been duly and validly executed and delivered by the Payee, and constitutes a legal, valid and binding obligation of the Payee, enforceable against it in accordance with its terms, except to the extent enforcement may be affected by Applicable Laws and regulations relating to bankruptcy, reorganization, insolvency and creditors' rights and by the availability of injunctive relief, specific performance and other equitable remedies.
4. **Consents.** The Payee is not required to give any notice to, make any filing with or obtain any authorization, consent, Order or approval of any Person in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated herein, except, in each case, as would not have a material adverse effect on its ability to perform its obligations under this Agreement.

## **SCHEDULE E**

### **REPRESENTATIONS AND WARRANTIES OF THE PAYOR**

1. The Payor is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of Ontario and is registered in good standing as an Extra Provincial Company under the laws of Nova Scotia.
2. The Payor has the necessary corporate capacity, power and authority to execute and deliver this Agreement, to observe and perform its covenants and obligations under this Agreement and to own and lease its assets and carry on its business and has taken all necessary corporate action in respect of this Agreement, and this Agreement constitutes a legal, valid and binding agreement of the Payor enforceable against the Payor in accordance with its terms.
3. Neither this Agreement nor the completion of the transactions contemplated hereby conflicts, or will conflict, or will result in a breach or violation of, any Applicable Law of any kind whatsoever applicable to the Payor, any constating documents of the Payor, or any agreement of any kind whatsoever to which the Payor is a party or by which the Payor is bound.
4. Except for the approval of the Exchange, any consent or approval that is required under Applicable Law or any recordings which are contemplated to be filed pursuant to the terms of this Agreement, neither the Payor nor any of its Affiliates are required to give any notice to, make any filing with or obtain any Authorization of any Person in connection with the execution, delivery or performance of the obligations of the Payor under this Agreement or the consummation of the transactions contemplated herein.
5. The Payor is solvent and will not be rendered insolvent by the execution and delivery of this Agreement.
6. No event has occurred or circumstance exists that (with or without the giving of notice or lapse of time or both) has contravened, conflicted with or resulted in, or may contravene, conflict with or result in, a violation or breach of, or give the Payor or any other Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate or modify, any contract, lease, license, concession, Authorization, agreement, indenture, mortgage, debenture, note, instrument, or order to which it is a party or by which it or its properties and assets may be bound, and, to the knowledge of the Payor, each other Person that is party thereto is in compliance in all material respects with the terms and requirements thereof, in each case, except as would not have a Material Adverse Effect.
7. The properties, assets and operations of the Payor and its Affiliates are insured with reputable insurance companies, in such amounts, with such deductibles and covering such risks as is customarily carried by companies engaged in similar businesses and owning similar properties in the localities where the Payor operates.
8. The Payor is the sole beneficial and registered owner of the Project, and, with respect to the mining leases and surface leases that, in part comprise the Project, it has exclusive possession thereof pursuant to and subject to the terms of such leases, subject in all cases to any Permitted Encumbrances.
9. Except for Permitted Encumbrances, the Project is free and clear of any Encumbrance.

10. The exploration licences and mineral lease comprising the Project are in all respects in good standing, subject to any pending renewals, and all mineral claim maintenance fees, recording fees, rents and Taxes and all other amounts have been paid when due and payable, and all other actions and obligations as are required to maintain the Project have been taken and complied with in all material respects.
11. The Payor holds, in connection with the Project, the Authorizations issued by Governmental Bodies or other third Persons to conduct its operations as currently conducted. There are no facts or circumstances that might reasonably be expected to materially adversely affect the issuance or obtaining of any material Authorizations (including environmental Authorizations) required for the development and ongoing operation of the Project.
12. The Payor has conducted its activities on and in respect of the Project in compliance with all Applicable Laws in all material respects.
13. The Payor has not received any claim or notice of violation alleging any violation of any Applicable Law or permit, including any Environmental Law, in connection with the Property and to the knowledge of the Payor, there are no pending or threatened actions, suits, claims or proceedings that may affect the Property.
14. There have been no spills, releases, deposits, presence or discharges of Hazardous Materials into or in the Environment, whether surface or otherwise, by the Payor or, to the knowledge of the Payor, at, to or from the Property, in violation of Environmental Laws, which could reasonably be expected to result in material liability under Environmental Law.
15. There are no orders, directions or liabilities (other than obligations that arise in the ordinary course of operation or development or which relate to reclamation) relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Project, nor to the best of the Payor's knowledge has any activity on the Project been in violation of any Environmental Law, and to the Payor's knowledge, conditions on and relating to the Property are in compliance with those Environmental Laws.
16. The Payor has not received any notices alleging or asserting any violation of any Environmental Law or that contain any orders, directions or impose liabilities relating to environmental matters.
17. The Payor has complied with all material notices which have been issued by any Governmental Body to the Payor in connection with the Project.
18. To the Payor's knowledge, the Payor has made available to the Payee all material audits, assessments, investigation reports, studies, plans, regulatory correspondence and similar information in the possession of the Payor with respect to environmental, health and safety matters related to the Payor or the Project.
19. There is no written claim, complaint or other proceeding threatened by or on behalf of any First Nation or any other person or group asserting or otherwise claiming an aboriginal right (including aboriginal title) or any other aboriginal or Métis interest of which the Payor or its Affiliates have received written notice with respect to any Property, including with respect to aboriginal rights or the duty to consult, or any Authorization issued by any Governmental Body in respect of, or otherwise related to, the Payor or its Affiliates, in each case, except as would not have a Material Adverse Effect.

20. Neither the Payor nor its Affiliates have received any notice, whether written or oral, from any Governmental Body, First Nation or any Person representing or purporting to represent a First Nation of the exercise or assertion of aboriginal rights or assertion of aboriginal title over any of the Project or with respect to the Payor's interest in the Project, in each case, except as would not have a Material Adverse Effect.
21. No Person, including any Person representing or purporting to represent a First Nation has asserted to the Payor or its Affiliates any right or interest of any kind whatsoever relating to any of the Project, in each case, except as would not have a Material Adverse Effect.
22. There has, to the knowledge of the Payor, been no social unrest or anti-mining actions or other activities undertaken or engaged in or by local communities, non-governmental organizations, indigenous people or other groups which impede or prevent or which might impede or prevent the Payor from holding possession of the Project or from exploring, developing and operating the Project, in each case, except as would not have a Material Adverse Effect.
23. There is no agreement, indenture, contract or instrument to which the Payor is a party or by which it or any of its properties or assets may be bound that requires the Royalty to be subordinate to any other Encumbrance on the Project, excepting, for greater certainty, any statutory royalty in favour of any Governmental Body which, by its terms, forms a first priority lien against the Project.
24. The most recent estimated measured, indicated and inferred Mineral Resources and proven and probable Mineral Reserves, if any, and technical reports publicly disclosed for the Project have been prepared and disclosed in accordance with accepted mining industry practices and in accordance with the requirements prescribed by NI 43-101 and the companion policy thereto (as in effect on the date of publication of the relevant report or information); the Payor has no knowledge that the Mineral Resources or Mineral Reserves (or any other material aspect of any technical reports) are inaccurate in any material respect; and, to the knowledge of the Payor, there has been no material reduction in the aggregate amount of estimated Mineral Resources and Mineral Reserves for the Project, from the amounts last disclosed publicly by the Payor.
25. The Payor has not employed any broker or finder or incurred any liability for any brokerage fee, commission, finders' fee or any other similar payment in connection with the transactions contemplated by this Agreement that could give rise to any claim against the Payee for brokerage fees, commissions, finders' fees or any other similar payments.
26. To the knowledge of the Payor, all information relating to the Project provided to the Payee by or on behalf of the Payor in the data room to which the Payee has been provided access, is, in the aggregate true and accurate in all material respects.
27. None of the Payor, or to the knowledge of the Payor, any director, officer, agent, employee, affiliate or other Person acting on behalf of the Payor is aware of or has taken any action, directly or indirectly, that would result in a violation by such Persons of the *Foreign Corrupt Practices Act* of 1977, as amended, and the rules and regulations thereunder (the "FCPA") or the *Corruption of Foreign Public Officials Act* (Canada), as amended (the "CFPOA") and the Payor has conducted its businesses in compliance with the FCPA or the CFPOA and has instituted and maintains policies and procedures designed to ensure continued compliance therewith.
28. The operations of the Payor are, and have been conducted at all times in compliance with the financial record-keeping and reporting requirements of anti-money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules,

regulations or guidelines, issued, administered or enforced by any Governmental Body to which the Payor is subject, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (collectively, the “**Money Laundering Laws**”), and no action, suit or proceeding by or before any Governmental Body or body or arbitrator involving the Payor with respect to the Money Laundering Laws is, to the knowledge of the Payor, pending or credibly threatened.

29. There are no proceedings under any anti-corruption laws, nor, to the knowledge of the Payor, pending against the Payor or, credibly threatened against or affecting the Payor.
30. Neither the Payor nor any current employee or agent of the Payor, has made any unlawful contribution or other payment to any official of, or candidate for, any federal, state, provincial or foreign office, or failed to disclose fully any contribution, in violation of any law, or made any payment to any foreign, Canadian, or provincial governmental officer or official, or other Person charged with similar public or quasi-public duties other than payments required or permitted by Applicable Laws.

## SCHEDULE F

### ACCESSION AGREEMENT

THIS ACCESSION AGREEMENT (this “**Agreement**” ), dated as of [\_\_\_\_], 20[\_\_\_], is entered into by [\_\_\_\_] (the “**Joining Party**”), and acknowledged by Goldboro Gold Mines Inc. (the “**Payor**”), NexGold Mining Corp. (the “**Parent**”) and Appian Canada Goldboro Ltd. (the “**Payee**”).

Reference is made to that certain royalty agreement dated September 24, 2025 (as amended, amended and restated, supplemented or modified from time to time, the “**Royalty Agreement**”), among Payor, Parent and Appian Payee. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms (whether directly or by reference to another agreement or document) in Section 1 of the Royalty Agreement. The principles of interpretation set forth in Section 2 of the Royalty Agreement are hereby incorporated by reference as if fully set forth herein.

The Joining Party is a proposed transferee of [**obligations under the Royalty Agreement/ all or any portion of the Property/ securities of the Payor**] Accordingly, the Joining Party agrees as follows:

1. The Joining Party hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the Joining Party will be deemed to be a party to and shall become bound by the Royalty Agreement as [\_\_\_\_] and, from and after the date hereof, shall assume all obligations and liabilities of [**the proposed transferor**] thereunder as if it had executed the Royalty Agreement.

2. The address of the Joining Party for purposes of all notices and other communications is:

[Joining Party]

[Address]

Attention: [\_\_\_\_]

E-mail: [\_\_\_\_]

Telephone No.: [\_\_\_\_]

3. This Agreement may be executed in one or more counterparts and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic format shall be effective as delivery of a manually executed counterpart of this Agreement.
4. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles that would require the application of laws of another jurisdiction.

**IN WITNESS WHEREOF**, the Joining Party has executed this Agreement as of the date and year first above written.

**[JOINING PARTY]**

By:

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

Title:

Acknowledged and Accepted by:

**NEXGOLD MINING CORP.**

By:

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

Title:

**GOLDBORO GOLD MINES INC.**

By:

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

Title:

**APPIAN CANADA GOLDBORO LTD.**

By:

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

Title:

**SCHEDULE G**

**ROYALTIES**

*[Redacted – Commercially Sensitive Information]*

## SCHEDULE H1

### FORM 2 SUMMARY OF AGREEMENT

**Mineral Right/Exploration Licence No. or Mineral Lease No.:** [●]

**Type of agreement:** Royalty Agreement

**Between** **Name and address of Mineral Right Holder/Non-Mineral Registrant:**

Goldboro Gold Mines Inc.  
c/o NexGold Mining Corp.  
20 Adelaide St. East, Suite 401  
Toronto, Ontario M5C 2T6 Canada

**Name and address of other parties to agreement:**

NexGold Mining Corp.  
20 Adelaide St. East, Suite 401  
Toronto, Ontario M5C 2T6 Canada

Appian Canada Goldboro Ltd.  
600 Lexington Avenue, Suite 501  
New York, New York, USA  
10022

#### Summary of Agreement

**Describe the general terms and conditions of the agreement, including term of agreement and schedule of work**

Goldboro Gold Mines Inc. (the “**Mineral Right Holder**”), NexGold Mining Corp. and Appian Canada Goldboro Ltd. (the “**Royalty Holder**”) entered into a Royalty Agreement dated September 24, 2025 (the “**Royalty Agreement**”) providing for the payment by the Mineral Right Holder to the Royalty Holder of a royalty in the amount of 2.9% of Net Smelter Returns from all Precious Metals sold from the Property (the “**Royalty**”). The Royalty Agreement includes, among other provisions: A) the right for the Mineral Right Holder to buy down the Royalty to 1%; B) a right, subject to certain prior rights, in favour of the Royalty Holder to elect to acquire certain Abandonment Property for \$1 if the Mineral Right Holder wishes to abandon all or a portion of the Property; C) limitations on granting additional royalties, streams, or similar interests; D) prohibitions on Transfer of all or a portion of the Property or control of the Mineral Right Holder, subject to certain exceptions; and E) an express statement of the Parties confirming their intent that the Royalty forms an interest in land that runs with the Property.

All capitalized terms not defined in this Summary of Agreement have the meaning assigned in the Royalty Agreement.

**Describe the circumstances under which the mineral right/non-mineral registration may be transferred or assigned**

The Royalty Holder has an option to acquire any Property that the Mineral Right Holder wishes to abandon.

**Confidential**

Is this summary to be marked “**confidential**”

Yes or  No (*please circle*)

## SCHEDULE H2

### FORM 2 SUMMARY OF AGREEMENT

Mineral Right/Exploration Licence No. or Mineral Lease No.: [●]

Type of agreement: Debenture

Between Name and address of Mineral Right Holder/Non-Mineral Registrant:

Goldboro Gold Mines Inc.  
c/o NexGold Mining Corp.  
20 Adelaide St. East, Suite 401  
Toronto, Ontario M5C 2T6 Canada

Name and address of other parties to agreement:

NexGold Mining Corp.  
20 Adelaide St. East, Suite 401  
Toronto, Ontario M5C 2T6 Canada

Appian Canada Goldboro Ltd.  
600 Lexington Avenue, Suite 501  
New York, New York, USA  
10022

#### Summary of Agreement

**Describe the general terms and conditions of the agreement, including term of agreement and schedule of work**

Goldboro Gold Mines Inc. (the “**Mineral Right Holder**”), NexGold Mining Corp. and Appian Canada Goldboro Ltd. (the “**Royalty Holder**”) entered into a Royalty Agreement dated September 24, 2025 (the “**Royalty Agreement**”) providing for the payment by the Mineral Right Holder to the Royalty Holder of a royalty in the amount of 2.9% of Net Smelter Returns from all Precious Metals sold from the Property (the “**Royalty**”). As security for its obligations under the Royalty Agreement, the Mineral Right Holder has granted a debenture dated [●], 2025 to Appian Canada Goldboro Ltd. charging, among other assets, the all the mineral rights now or in the future held by the Mineral Right Holder (the “**Debenture**”).

All capitalized terms not defined in this Summary of Agreement have the meaning assigned in the Royalty Agreement.

**Describe the circumstances under which the mineral right/non-mineral registration may be transferred or assigned**

The Royalty Holder may enforce the debenture upon the Mineral Right Holder failing to meet its obligations under the Royalty Agreement or the Debenture.

**Confidential**

Is this summary to be marked “**confidential**”

Yes or  No (*please circle*)

**SCHEDULE I**  
**PRE-FID BUDGET**

*[Redacted – Commercially Sensitive Information]*