MINERAL PROPERTY OPTION AGREEMENT

THIS AGREEMENT is dated effective November 8, 2022.

BETWEEN:

H. COYNE & SONS LTD., a company incorporated under the laws of the Yukon, and having an office situated at [Address Redacted]

(the "**Optionor**")

AND:

GLADIATOR METALS CORP., a company incorporated under the laws of British Columbia, and having an office situated at [Address Redacted]

(the "**Optionee**")

WHEREAS:

A. The Optionor is the registered and beneficial owner of certain mineral claims located in the Yukon, known as the Whitehorse Copper Project, as more particularly described on Schedule A hereto; and

B. The Optionor has agreed to grant an exclusive option to the Optionee to acquire all of the Optionor's interest in and to the Property, on the terms and conditions hereinafter set forth (the "**Option**").

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

PART 1
DEFINITIONS AND INTERPRETATION

Definitions

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

(a) "**Act**" has the meaning set forth in §13.4;

(b) "**Affiliate**" means any person, partnership, limited liability company, joint venture, corporation or other form of enterprise which directly or indirectly controls, is

controlled by, or is under common control with, a party. 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;

(c) "**After-Acquired Property**" has the meaning set forth in §10.1;

(d) "**Agreement**" means this Mineral Property Option Agreement and the Schedules hereto;

(e) "**Aggregate**" means sand, gravel, crushed stone, slag or similar quarried particulate rock, including waste rock and white rock, for use in, *inter alia*, landscaping, construction, industrial, and similar applications;

(f) "**Applicable Law**" means any applicable law, regulation, statute, rule, order, ordinance, code, requirement, restriction, judgment or decree of any Governmental Entity, including Environmental Laws and Applicable Securities Laws;

(g) "**Applicable Securities Laws**" means, collectively, and as the context may require, the securities legislation having application and the rules, policies, notices and orders issued by securities regulatory authorities having application in the circumstances;

(h) "**Area of Common Interest**" means the area lying within three (3) kilometres of the outside perimeter of the Property and the Crown Grants;

(i) "**Board**" means the board of directors of the Optionee;

(j) "**Business Day**" means any day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia or Whitehorse, Yukon;

(k) "**Cash Payment**" has the meaning set forth in §4.1(b);

(l) "**CIM**" means the Canadian Institute of Mining, Metallurgy and Petroleum;

(m) "**Closing**" has the meaning set forth in §5.1;

(n) "**Commercial Production**" means, in respect of any Mine, the mining, milling and/or treating of ores, minerals and mineral resources from such Mine with a view to selling those ores, minerals and mineral resources; provided however that, subject to the terms of the Royalty and the Crown Grants Royalty, the mining, milling and/or treating of ores, minerals and mineral resources from such Mine for the primary purpose of testing shall not be considered Commercial Production;

(o) "**Condition Precedent**" has the meaning set forth in §9.1;

(p) "**Contractors**" has the meaning set forth in §8.1;

(q) "**Crown Grant Exploration Option**" has the meaning set forth in §8.9(d);

(r) "**Crown Grant Exploration Period**" has the meaning set forth in §8.9(d);

(s) "**Crown Grant Exploration Right**" has the meaning set forth in §8.9(b);

(t) "**Crown Grants**" means the crown grants as listed in Schedule B;

(u) "**Crown Grants Royalty**" has the meaning set forth in §8.9(g);

(v) "**Default Notice**" has the meaning set forth in § 14.1(a);

(w) "**Effective Date**" means three Business Days following the date on which the Condition Precedent is satisfied;

(x) "**Encumbrance**" means any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, claim, infringement, interference, option, right of first refusal, pre-emptive right or restriction of any nature and any agreement, contract, licence, undertaking, engagement or commitment of any nature, written or oral, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;

(y) "**Environmental Laws**" means any law, by-law, order, ordinance, regulation, guideline, policy, code, directive or administrative ruling or interpretation of any Government Entity relating to environmental matters, including the protection or preservation of, or mitigation of adverse effects on, ambient air, surface water, ground water, land surface or subsurface strata and natural resources, and/or regulating the import, manufacture, storage, distribution, labelling, sale, use, handling, transport or disposal of Hazardous Substances including, but not limited to the *Environment Act* (Yukon), and/or relating to occupational health and safety;

(z) "**Exercise Notice**" has the meaning set forth in §8.3;

(aa) "**Exploration Data**" means any operating and maintenance manuals, as-built drawings, engineering studies and working papers, financial records, geologic data, exploration data, production data, milling data, water data, samples, drill cores, borings, engineering maps, mine plans and maps, laboratory work (including assays and metallurgical analyses), reserve reports, resource estimates, economic analyses, all levels of feasibility studies, photographs, drill logs, environmental records, permitting records and applications, health and safety records, lease files, correspondence and agreements with lessees and landowners, correspondence with Governmental Entities or officials, property tax records, and all other records, data and information (whether in hard copy or electronic form) within the possession or control of a party or any Affiliate thereof related to the Property and/or the Crown Grants;

(bb) "**Exploration Expenditures**" means all documented, out-of-pocket costs and expenses incurred in the conduct of operations on the Property and the Crown Grants, or in relation to the exploration, discovery, location, delineation or evaluation of any deposit of minerals thereon or thereunder, including:

(i) for maintenance costs and maintaining the Property in good standing, and in curing title defects and in acquiring and maintaining surface, water and other similar ancillary rights;

(ii) for the acquisition of environmental and other permits necessary to commence and complete exploration and development activities and in connection with community and First Nations consultation on the Property and the Crown Grants;

(iii) for undertaking geochemical, geophysical, geological surveys and airborne surveys, drilling, assaying and metallurgical testing in, on or in respect of the Property and the Crown Grants, including costs of surface access, establishment of grids, assays, metallurgical testing and other tests and analyses to determine the quantity and quality of minerals, water and other materials or substances;

(iv) for the preparation of work programs and the presentation and reporting of data and other results obtained from those work programs including any program for the preparation of a feasibility study or other evaluation of the Property and the Crown Grants;

(v) for environmental remediation and rehabilitation of the Property and the Crown Grants;

(vi) for acquiring or obtaining the use of facilities, equipment or machinery for use on the Property and the Crown Grants, and for all necessary parts, supplies and consumables;

(vii) for transporting to and from the Property and the Crown Grants all persons directly engaged in work on the Property and the Crown Grants, and for supplying food, lodging and other reasonable needs to such personnel; and

(viii) for payment of commercially reasonable wages or fees to contractors or consultants for work done or services rendered in relation to the Property and the Crown Grants, and for reimbursement of reasonable documented disbursements incurred by them in the performance of such work or services;

provided, however, that Exploration expenditures shall not include:

(viii) in any calendar year, general or administrative expenses of the Optionee in excess of five percent (5%) of all Exploration Expenditures incurred during that calendar year;

(ix) professional fees incurred by the Optionee in connection with this Agreement or any transaction hereby contemplated; and

(x) non-arm's length expenditures that are not on commercially reasonable terms;

(cc) "**Gladiator Shares**" means common shares in the capital of the Optionee;

(dd) "**Governmental Entity**" means a national, state, provincial, regional or local government, court, arbitral, tribunal, administrative agency, stock market or exchange, division or commission or other governmental or regulatory authority or agency;

(ee) "**Hazardous Substances**" means any substance, chemical, compound, contaminant, pollutant, dangerous substance, noxious substance, toxic substance, hazardous waste, flammable or explosive material, radioactive material, polychlorinated bi-phenyls, polychlorinated bi-phenyl waste, polychlorinated bi-phenyl related waste and any other substance or material now declared or defined to be regulated or controlled in or pursuant to Environmental Laws, including any substance or material which falls within the definition of "waste", "special waste", "hazardous chemicals", "hazardous waste", "dangerous goods", "toxic substances", or any variation of such terms or any terms of similar import in the *Environmental Act* (Yukon), the *Fisheries Act* (Canada), the *Canadian Environmental Protection Act* (Canada), and the *Transportation of Dangerous Goods Act* (Canada), each as at the date hereof, or in any other applicable Environmental Laws;

(ff) "**HBMS**" means Hudson Bay Mining and Smelting Co., Limited;

(gg) "**Hudbay Agreement**" means the purchase agreement between HBMS and the Optionor dated October 1, 1998, a copy of which is attached hereto as Schedule D;

(hh) "**Hudbay Royalty**" means the net smelter returns royalty on those certain claims, leases, crown grants and similar interests comprising the Property and Crown Grants payable to HBMS pursuant to the Hudbay Agreement;

(ii) "**Lobo**" means Lobo Del Norte Ltd.;

(jj) "**Lobo Agreement**" means the purchase agreement between Lobo and HBMS dated March 3, 1998, as assigned by Lobo to the Optionor by an assignment agreement dated August 22, 2022, a copy of which is attached hereto as Schedule E;

(kk) "**Lobo Royalty**" means the net smelter returns royalty on those certain claims comprising the Property payable to HBMS pursuant to the Lobo Agreement;

(ll) "**Mine**" means the workings established and assets acquired, obtained or constructed in order to bring the Property and Crown Grants or any portion thereof into Commercial Production;

(mm) "**Net Smelter Returns**" has the meaning set forth in Schedule C;

(nn) "**NI 43-101**" means National Instrument 43-101 Standards of Disclosure for Mineral Projects;

(oo) "**Notice Period**" has the meaning set forth in §8.3;

(pp) "**Offering**" means any proposed issuance of Offered Securities pursuant to a public offering, a private placement or otherwise;

(qq) "**Offered Securities**" means any equity or voting securities, or securities directly or indirectly convertible into or exchangeable for equity or voting securities, of the Optionee;

(rr) "**Offering Notice**" has the meaning set forth in §8.3;

(ss) "**Option**" has the meaning set forth on page one hereof;

(tt) "**Optionee**" has the meaning set forth on page one hereof;

(uu) "**Optionee Equipment**" has the meaning set forth in §14.4(e);

(vv) "**Optionee Indemnified Person**" has the meaning set forth in §8.8;

(ww) "**Optionee Loss**" has the meaning set forth in §8.8;

(xx) "**Optionee Public Disclosure Record**" means all documents filed by the Optionee prior to the Effective Date with Canadian securities regulators on the System for Electronic Document Access and Retrieval (SEDAR);

(yy) "**Optionor**" has the meaning set forth on page one hereof;

(zz) "**Optionor Indemnified Person**" has the meaning set forth in §14.4(f);

(aaa) "**Option Period**" means the period from the date hereof to and including the earlier of the Option Termination Date and the date that the Option is exercised;

(bbb) "**Option Termination Date**" means the date that is six (6) years from the Effective Date, or such later date as determined in accordance with §11.1;

(ccc) "**Participation Right**" has the meaning set forth in §8.2;

(ddd) "**parties**" means the Optionor and the Optionee together and "**party**" means either the Optionor or the Optionee, as the context dictates;

(eee) "**person**" means an individual, corporation, body corporate, partnership, joint venture, association, trust or unincorporated organization or a trustee, executor, administrator or other legal representative;

(fff) "**Permitted Encumbrance**" means, with respect to the Property (a) construction, builders', mechanic's, materialmen's or similar liens or Encumbrances if payment of the secured obligation is not yet overdue or being contested in good faith, (b) Encumbrances for taxes, assessments, obligations under workers' compensation or other social welfare legislation or other requirements, charges or levies of any Governmental Entity, in each

case not yet overdue or being contested in good faith, (c) easements, servitudes, rights-of-way and other rights, exceptions, reservations, conditions, limitations, covenants and other restrictions that do not 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, (d) all reservations, limitations, provisions or conditions expressed in the original grants from the Crown of any of the lands forming part of the Property, and the statutory exceptions to title currently applicable to such lands, (e) Encumbrances consisting of (i) rights reserved to or vested in any Governmental Entity to control or regulate the Property, (ii) obligations or duties to any Governmental Entity with respect to any permits and the rights reserved or vested in any Governmental Entity to terminate any such permits or to condemn or expropriate any property, and (iii) zoning or other land use or Environmental Laws of any Governmental Entity, (f) the Hudbay Royalty, (g) the Lobo Royalty, (h) encumbrances arising under this Agreement, including the Royalty, (i) 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, and (j) liens as a result of any judgment or order rendered or claim filed against a person which is being contested in good faith (and as to which any enforcement proceedings shall have been suspended by operation of law or stayed pending an appeal or other proceeding);

(ggg) "**Property**" means the mineral claims described in Schedule A as they may be augmented under Part 10, all mining leases and other mining rights and interests derived from any such claims, and a reference herein to a mineral claim comprising the Property includes any mineral leases or other interests into which such mineral claim may have converted, and Property includes all Property Rights related thereto, but expressly excludes all right, title and interest in, to, or derived from, the Crown Grants and all Property Rights related thereto;

(hhh) "**Property Rights**" means the licenses, permits, easements, rights-of-way, certificates and other approvals obtained by any person before or after the date of this Agreement and necessary or desirable for the exploration and development of the Property and/or the Crown Grants, or for the purpose of commencing or continuing Commercial Production;

(iii) "**Qualified Person**" has the meaning set forth in NI 43-101;

(jjj) "**Reorganization**" has the meaning set forth in §4.3;

(kkk) "**Royalty**" has the meaning set forth in §4.5;

(lll) "**Schedules**" means the following documents attached hereto, each of which shall be deemed an integral part of this Agreement to the same extent as if written in whole herein:

(i) Schedule A – Mineral Claims Comprising the Property,

(ii) Schedule B – Crown Grants,

(iii) Schedule C – Royalty Agreement Terms,

(iv) Schedule D – Hudbay Royalty Agreement,

(v) Schedule E – Lobo Royalty Agreement, and

(vi) Schedule F—Optionor Disclosure Schedule;

(mmm)"**Second Cash Payment**" has the meaning set forth in §4.1(b)(ii);

(nnn) "**Second Share Payment**" has the meaning set forth in §4.1(a)(ii);

(ooo) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators;

(ppp) "**Share Payments**" has the meaning set forth in §4.1(a);

(qqq) "**Third Share Payment**" has the meaning set forth in § 4.1(a)(iii);

(rrr) "**TSXV**" means the TSX Venture Exchange; and

(sss) "**Work Proposal**" has the meaning set forth in §8.1.

Interpretation

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

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Part, clause, subclause or other subdivision or Schedule;

(b) a reference to a Part means a Part of this Agreement and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this Agreement so designated;

(c) the headings are for convenience only, do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;

(d) the word "**including**", when following a general statement, term or matter, is not to be construed as limiting such general statement, term or matter to the specific items or matters set forth or to similar items or matters (whether or not qualified by non-limiting language such as "**without limitation**" or "**but not limited to**" or words of similar import) but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its possible scope;

(e) where the phrase "**to the knowledge of**" or phrases of similar import are used in respect of the parties, it means the actual knowledge of the CEO and CFO of such party (or equivalent acting individuals if no CEO or CFO is appointed) after reasonable inquiry into the applicable subject matter;

(f) all references to currency mean Canadian dollars; and

(g) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

PART 2
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE OPTIONOR

Representations and Warranties

2.1 The Optionor hereby represents and warrants to the Optionee that:

(a) it has been duly incorporated and validly exists as a corporation in good standing under the laws of its jurisdiction of incorporation;

(b) it is legally entitled to hold the Property and the Property Rights related thereto, and will remain so entitled until the interest of the Optionor in the Property which is subject to the Option has been duly exercised. With respect to any claims comprising the Property that are listed in Schedule A which have a registered owner other than the Optionor, the Optionor is the beneficial owner of such claims;

(c) except as specified in Schedule F hereto, it is legally entitled to hold the Crown Grants and the Property Rights related thereto, and will remain so entitled until the interests of the Optionor in the Crown Grants pursuant to §8.9 has terminated or expired;

(d) except as specified in Schedule F hereto, the mineral claims comprising the Property have been duly and validly located and recorded pursuant to the laws of the jurisdiction in which the Property is situate and are in good standing with respect to all filings, fees, taxes, assessments, work commitments or other conditions on the date hereof and until the dates set opposite the respective names thereof in Schedule A;

(e) there are not any outstanding adverse claims or challenges against or to the ownership of or title to, as applicable, any of the mineral claims comprising the Property or the Crown Grants, nor to the knowledge of the Optionor is there any reasonable basis therefor (provided that Optionor makes no representation or warranty as to whether any claims or assertions have been made by First Nations or other Aboriginal peoples to any right or title by virtue of their status as First Nations or other Aboriginal peoples to or over any portion of the Property or the Crown Grants), and there are no outstanding agreements or options to acquire or to purchase the Property or the Crown Grants or any portion thereof, and no person has any royalty or other interest whatsoever in production from any of the mineral claims comprising the Property or the Crown Grants other than the Hudbay Royalty and the Lobo Royalty;

(f) no proceedings are pending for, and the Optionor is unaware of any reasonable basis for the institution of any proceedings leading to, the dissolution or winding up of the Optionor, placing of the Optionor in bankruptcy or subject to any other laws governing the affairs of insolvent persons;

(g) no third party consent of any kind is required by the Optionor to enter into this Agreement and grant the Option contemplated hereby, other than those that have been obtained or shall be obtained prior to the Effective Date; and

(h) the Optionor's ownership of the Property and the Crown Grants is in compliance in all material respects with, and is not in default or violation in any material respect under, and the Optionor has not been charged with or received any notice at any time of any material violation of any statute, law, ordinance, regulation, rule, decree or other applicable regulation in connection with the Optionor's ownership of the Property and the Crown Grants.

2.2 The representations and warranties contained in §2.1 are provided for the exclusive benefit of the Optionee, and any misrepresentation or breach of warranty may be waived by the Optionee in whole or in part at any time without prejudice to its rights in respect of any other misrepresentation or breach of the same or any other representation or warranty; and the representations and warranties contained in §2.1 will survive the execution hereof and continue through the Option Period and for two (2) years thereafter.

Covenants

2.3 The Optionor hereby covenants and agrees with the Optionee that:

(a) promptly following the execution hereof, the Optionor will deliver or cause to be delivered to the Optionee copies of all material Exploration Data in the Optionor's possession respecting the Property and the Crown Grants; and

(b) during the Option Period, the Optionor will work with the Optionee in good faith to reasonably assist the Optionee in negotiating a buy-back of all or a portion of the Hudbay Royalty and/or the Lobo Royalty, but provided that the Optionee shall be responsible for all professional fees and disbursements reasonably incurred by the Optionor in relation to such assistance.

2.4 The covenants and agreements contained in §2.3 are provided for the exclusive benefit of the Optionee, and any breach may be waived by the Optionee in whole or in part at any time without prejudice to its rights in respect of any other breach of the same; and the covenants and agreements contained in §2.3 survive the execution hereof and continue through the Option Period provided that in the case of §2.3(b), the covenants and agreements shall survive for one (1) year after the Option Period.

PART 3
REPRESENTATIONS AND WARRANTIES OF THE OPTIONEE

Representations and Warranties

3.1 The Optionee represents and warrants to the Optionor that:

(a) it has been duly incorporated and validly exists as a corporation in good standing under the laws of its jurisdiction of incorporation;

(b) it is lawfully authorized to hold mineral claims and real property under the laws of the jurisdiction in which the Property is situate;

(c) neither the execution and delivery of this Agreement, nor the performance by the Optionee of its obligations hereunder, conflicts with its constating documents or any agreement to which it is bound;

(d) the execution, delivery and performance by of this Agreement and any other agreement or instrument to be executed and delivered by it hereunder and the consummation by it of all the transactions contemplated hereby and thereby have been duly authorised by all necessary corporate action on the part of the Optionee;

(e) each of this Agreement and any other agreement or instrument to be executed and delivered by the Optionee hereunder constitutes a legal, valid and binding obligation of the Optionee enforceable against it in accordance with its terms;

(f) the Optionee has performed all reasonable due diligence concerning the Property and the Crown Grants, and the transactions contemplated hereby, including familiarizing itself with the location and characteristics of the Property and the Crown Grants, and with each statute, law, ordinance, regulation, rule, decree of each Governmental Entity having jurisdiction over the Property and the Crown Grants or any portion thereof, and with the approvals of Governmental Entities and consultations with First Nations or other Aboriginal peoples required or necessary to be able to undertake exploration, development and commercialization on the Property and the Crown Grants

(g) any Gladiator Shares issued pursuant to this Agreement will be duly and validly authorized and issued as fully paid and non-assessable common shares in the capital of the Optionee;

(h) it is a "reporting issuer" in good standing in the Provinces of British Columbia and Alberta;

(i) it is compliant in all material respects with Applicable Securities Law and, without limiting the foregoing, has and will have, as of the Effective Date, filed all documents in the Optionee Public Disclosure Record required to be filed by it in accordance with Applicable Securities Laws with the Canadian securities regulators. The documents comprising the Optionee Public Disclosure Record: (i) did not, as of their respective dates or dates of amendment, if applicable, contain any untrue statement of a

material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made; and (ii) complied in all material respects with Applicable Securities Laws at the time they were filed or furnished. The Optionee has timely filed or furnished or caused to be filed or furnished with the Canadian securities regulators all amendments, forms, reports, schedules, statements and other documents required to be filed or furnished by the Optionee to the Canadian securities regulators, and has not filed any confidential material change report which, as at the date of this Agreement, remains confidential;

(j) the Gladiator Shares are duly listed for trading on the TSXV and the Optionee is not in material default of any of the listing requirements of the TSXV;

(k) no order ceasing or suspending trading in the securities of Optionee, nor prohibiting the sale of such securities, has been issued to the Optionee or its directors or officers and, to the best of the knowledge of Optionee, no investigations or proceedings for such purposes are pending or threatened;

(l) there is no claim, action, suit, litigation, proceeding, injunction, dispute, complaint, demand, decree, order, settlement proceeding or judgement, by or before any Governmental Entity or brought by any person pending or, to the best of the Optionee's Knowledge, threatened against or involving the Optionee or its Affiliates, or which questions or challenges the validity of this Agreement or any action taken or to be taken by the Optionee pursuant to this Agreement or which could otherwise prevent the completion of the transactions hereby contemplated, or which could have a material adverse effect on the business, assets, financial condition, results, operations or prospects of the Optionee;

(p) none of the Optionee or any of its Affiliates is insolvent or has committed an act of bankruptcy, proposed a compromise or arrangement to its creditors generally, had any petition for a receiving order in bankruptcy filed against it, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt, taken any proceeding to have a receiver appointed for any part of its assets, had an encumbrancer take possession of any of its property, or had any execution or distress become enforceable or become levied upon any of its property;

(q) its authorized capital consists of an unlimited number of Gladiator Shares of which, as of the date hereof, 19,142,627 Gladiator Shares are issued and outstanding as fully paid and non-assessable common shares, 4,249,991 Gladiator shares are issuable pursuant to the exercise of outstanding share purchase warrants (the "**Warrants**"), and 1,200,000 Gladiator Shares are issuable pursuant to the exercise of stock options (the "**Options**") outstanding under the Optionee's stock option plan dated June 27, 2022 (the "**Option Plan**") consisting of the following:

(i) 4,249,991 Warrants exercisable at $0.40 per Gladiator Share until October 8, 2023; and

(ii) 1,200,000 Options exercisable at $0.28 per Gladiator Share until October 12, 2026.

(r) other than as set out in §3.1(q), there are no other Gladiator Shares or securities convertible, exercisable or exchangeable into Gladiator Shares issued or outstanding; and

(s) except for the holders of the securities set out in §3.1(q), no person has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of the Optionee.

3.2 The representations and warranties contained in §3.1 are provided for the exclusive benefit of the Optionor and a misrepresentation or breach of warranty may be waived by the Optionor in whole or in part in writing at any time without prejudice to its rights in respect of any other misrepresentation or breach of the same or any other representation or warranty; and the representations and warranties contained in §3.1 will survive the execution hereof and continue through the Option Period and for two (2) years thereafter.

Covenants

3.3 The Optionee hereby acknowledges the respective terms and conditions of the Hudbay Agreement and Lobo Agreement, and agrees that this Agreement shall be subject to the respective terms thereof and the rights of Hudbay pursuant to the Hudbay Royalty and Lobo Royalty, respectively, shall remain unaffected upon execution of this Agreement.

PART 4
GRANT OF OPTION AND ROYALTY

Grant of Option

4.1 The Optionor hereby grants to the Optionee the sole and exclusive right to the Option free and clear of all Encumbrances, subject only to the Royalty and the Permitted Encumbrances, by:

(a) issuing to the Optionor an aggregate of 15,000,000 Gladiator Shares (collectively, the "**Share Payments**"), as follows:

(i) 1,000,000 Gladiator Shares within five (5) business days of the Effective Date;

(ii) a further 3,000,000 Gladiator Shares on or prior to the one (1) year anniversary of the Effective Date (the "**Second Share Payment**");

(iii) a further 5,000,000 Gladiator Shares on or prior to the three (3) year anniversary of the Effective Date (the "**Third Share Payment**");

(iv) a further 6,000,000 Gladiator Shares on or prior to the six (6) year anniversary of the Effective Date; and

(b) paying the Optionor an aggregate of $300,000 in cash (collectively, the "**Cash Payments**"), as follows:

(i) $25,000 within five (5) business days of the Effective Date;

(ii) an additional $50,000 on or prior to the one (1) year anniversary of the Effective Date (the "**Second Cash Payment**");

(iii) an additional $100,000 on or prior to the three (3) year anniversary of the Effective Date;

(iv) an additional $125,000 on or prior to the six (6) year anniversary of the Effective Date; and

(c) incurring an aggregate of $12,000,000 in Exploration Expenditures, as follows:

(i) $1,500,000 of Exploration Expenditures by the one (1) year anniversary of the Effective Date (the "**First Exploration Expenditure**");

(ii) an additional $4,500,000 of Exploration Expenditures by the three (3) year anniversary of the Effective Date; and

(iii) an additional $6,000,000 of Exploration Expenditures by the six (6) year anniversary of the Effective Date.

4.2 Following the completion of the Share Payments, the Cash Payments, and the incursion of the Exploration Expenditures set forth in §4.1, the Option will be deemed to have been exercised, and the Optionee will have earned all of the Optionor's interest in the Property, without any further action on the part of the Optionee. If the Optionee does not fulfill all the terms and conditions described in §4.1 by the times prescribed, the Optionee will have earned no interest in the Property, and for greater certainty, will forfeit any Cash Payments, Gladiator Shares, or Exploration Expenditures paid, issued, or incurred by the Optionee prior to the date of termination of this Agreement.

Reorganization

4.3 In the event of any capital reorganization, including any subdivision or any reclassification of the capital of the Optionee, or in the case of the consolidation, merger, amalgamation or other business combination of the Optionee with or into any other company (in each case, a "**Reorganization**"), the number of Gladiator Shares to be issued pursuant to §4.1 of this Agreement will be adjusted such that the Optionor will receive the same proportionate number of Gladiator Shares (and/or any other securities of the Optionee or securities of any entity resulting from such Reorganization) as it would be entitled to receive had it held the applicable Gladiator Shares immediately prior to the time of such Reorganization.

Resale Restrictions

4.4 All Gladiator Shares issued pursuant to this Agreement will be subject to a restricted resale period of four (4) months plus one (1) day in accordance with Applicable Securities Laws. The Optionee assumes no registration, prospectus or other such resale facilitation obligation hereunder and the Optionor is solely responsible for its compliance with Applicable Securities Laws related to the resale of its Gladiator Shares, if issued. In addition to the statutory hold period, all Gladiator Shares issued pursuant to this Agreement will be subject to a voluntary hold period of one (1) year from the date of issuance and the certificates or other instruments representing the Gladiator Shares issued to the Optionor will bear a legend to such effect.

Royalty

4.5 The Optionee will pay to the Optionor, or such other person(s) as the Optionor may direct from time to time in writing at the Optionor's discretion, a 1.0% net smelter returns royalty on the Property (the "**Royalty**"), on the terms and conditions as set out in this §4.5 and in Schedule C. For greater certainty, payment by the Optionee of the Royalty to the Optionor hereunder is in addition to payment of the Hudbay Royalty to HBMS pursuant to the terms of the Hudbay Agreement, and to payment of the Lobo Royalty to Lobo pursuant to the terms of the Lobo Agreement, for which the Optionee shall be responsible in accordance with the respective terms thereof.

First Nations Consultations

4.6 If requested by the Optionee, the Optionor agrees to use commercially reasonable efforts to facilitate discussions between the Optionee and any applicable First Nations that claim any interest in the Property or the Crown Grants and to use reasonable commercial efforts to assist the Optionee in negotiating exploration agreement(s) with such First Nations to allow the Optionee to access the Property and the Crown Grants and to conduct mineral exploration activities on the Property and the Crown Grants.

PART 5
EXERCISE OF OPTION

Closing

5.1 The closing of the exercise of the Option (the "**Closing**") shall occur at a date, time and location agreeable to the parties no later than fifteen (15) days after the date of satisfaction of the conditions in §4.1 hereof.

Deliveries at Closing

5.2 At Closing, the following events shall occur, each being a condition precedent to the others, and each being deemed to have occurred simultaneously with the others:

(a) the Optionor shall execute and deliver to the Optionee an assignment of the claims comprising the Property as set forth in Schedule A hereto, free and clear of all Encumbrances arising by, through or under Optionor, other than Permitted

Encumbrances, and the Optionee at its sole cost and expense shall obtain all required approvals and consents to register the claims thereafter;

(b) the Optionee shall execute and deliver a fully executed and acknowledged Royalty Interest Conveyance and Agreement on substantially the terms forth in Schedule C hereto (the "**Royalty Conveyance**") granting to the Optionor the Royalty;

(c) the Optionee and the Optionor shall execute and deliver such documents as required in connection with the assumption by the Optionee of the Optionor's obligations in respect of the Hudbay Royalty and Lobo Royalty; and

(d) the Parties shall execute, acknowledge and deliver such other reasonable documents and take such other reasonable actions as may be required to give effect to the exercise of the Option.

PART 6
RIGHT OF ENTRY

6.1 Subject to the terms hereof, the Optionee will, to the extent permitted under the terms of the mineral rights that comprise the Property, the Crown Grants (including the rights of land owners and holders of surface rights) and Applicable Law and regulation, have the sole and exclusive right, throughout the Option Period in respect of the Property and the Crown Grants, and throughout the Crown Grant Exploration Period in respect of the Crown Grants, to:

(a) do such prospecting, exploration, development and/or mining work thereon and thereunder as the Optionee may reasonably determine to be necessary, desirable or advisable for the purpose of exploring, developing and placing into Commercial Production the Property and the Crown Grants;

(b) bring upon and erect upon the Property and the Crown Grants and use in its operations, at any time and from time to time, such buildings, plant, machinery, equipment, vehicles, tools, appliances and supplies as the Optionee may deem necessary, desirable or advisable in connection with the foregoing §6.1(a); and

(c) remove therefrom and dispose of reasonable quantities of ores, minerals and metals for the purposes of sampling, including bulk sampling, obtaining assays or making other tests, subject to the limits, terms and conditions of the Royalty, the Crown Grants Royalty, the Hudbay Royalty, and the Lobo Royalty.

PART 7
OBLIGATIONS OF THE OPTIONEE

7.1 During the Option Period in respect of the Property and the Crown Grants and during the Crown Grant Exploration Period in respect of the Crown Grants, unless otherwise agreed between the parties in writing, the Optionee will:

(a) maintain in good standing the Property and the Crown Grants (including all mineral claims, leases, crown grants and similar interests comprised therein, and all

Property Rights related thereto) by the payment of all fees, taxes (other than property taxes with respect to the Crown Grants) and rentals and the payment of all other amounts and performance of all other actions in order to keep the Property and the Crown Grants (including all mineral claims, leases, crown grants and similar interests) free and clear of all Encumbrances and other charges arising from activities undertaken by, at the direction of, or for the benefit of, the Optionee, except those Encumbrances contested in good faith by the Optionee and cured within thirty (30) days following the Optionee's discovery of same;

(b) record all exploration and development work (to the extent permitted by Applicable Law) carried out on the Property and the Crown Grants by the Optionee as assessment work;

(c) permit the directors, officers, employees and consultants of the Optionor, at their own risk, access to the Property and the Crown Grants at all reasonable times, and providing the Optionor agrees to indemnify the Optionee against and to save the Optionee harmless from all costs, claims, liabilities and expenses that the Optionee may incur or suffer as a result of any injury (including injury causing death) to any such director, officer, employee or consultant of the Optionor while on the Property or the lands comprising the Crown Grants, except from any such injury (including injury causing death) resulting from the negligence of the Optionee or of any individual acting on behalf of, at the direction of, or for the benefit of, the Optionee;

(d) do all work on the Property and the Crown Grants in a good and workmanlike fashion and in accordance with all Applicable Law and the terms and conditions applicable to the Crown Grants with respect to the rights of any land owners or surface right holders;

(e) indemnify and save harmless the Optionor in respect of any and all costs, claims, liabilities and expenses (including those incurred pursuant to Environmental Laws, and whether or not involving a third-party claim) arising out of the Optionee's activities on the Property and the Crown Grants, or from those activities on the Property and the Crown Grants carried out on behalf of, at the direction of, or for the benefit of, the Optionee. The provisions of this §7.1(e) shall survive the termination of this Agreement;

(f) maintain and keep in force insurance policies in respect of its operations on the Property and the Crown Grants (including, without limitation, third party liability insurance for the benefit of the Optionee and the Optionor, and coverage against liabilities related to Environmental Laws, including investigatory costs, cleanup costs, governmental response costs, and natural resource or property damage costs related to the release, or to the presence of, any Hazardous Substance) at levels which are customary and reasonable in the mining exploration industry in light of the characteristics of the Property and the Crown Grants and the activities conducted thereon from time to time;

(g) at all times during the term of this Agreement, keep the Optionor reasonably informed of all material developments concerning the Property and the Crown Grants and the exploration activities related thereto;

(h) deliver to the Optionor, within sixty (60) days following the expiry of each calendar year, or from time to time as requested by the Optionor, copies of all material Exploration Data and such other records and data reasonably requested by the Optionor from time to time in connection with the exploration and development of and Commercial Production from the Property and the Crown Grants, including but not limited to (i) all assay results and reports in respect of samples taken from the Property and the Crown Grants, (ii) all assessment filings that have been filed with the applicable mining recorder's offices, (iii) all notices, orders or other similar documents received by the Optionee from time to time from any Governmental Entity or any other third party respecting the Property and the Crown Grants, and (iv) all material permits, licenses or other similar authorizations obtained from any Governmental Entity by the Optionee in respect of the Property and the Crown Grants;

(i) within sixty (60) days following the expiry of each calendar year in which the Optionee has incurred Exploration Expenditures, or from time to time as requested by the Optionor, an itemized report on all Exploration Expenditures (with reasonable supporting documentation) incurred during relevant period; and

(g) to prosecute and defend all litigation or administrative proceedings arising in connection with the Property and the Crown Grants which relates to activities carried out by, at the direction of, on behalf of, or for the benefit of, the Optionee in respect of the Property and the Crown Grants.

PART 8
OPTIONOR RIGHTS AND OBLIGATIONS

Right of First Refusal

8.1 The Optionee will, from and after the Effective Date and until the later of the conclusion of the Option Period and the Crown Grant Exploration Period, afford the Optionor and its Affiliates (jointly and individually, the "**Contractors**") a right of first refusal to undertake each exploration or development program (including each drill program, earth works, and related services) on the Property and/or the Crown Grants. Each such work program, or element thereof, including the budget and time frame, will be put forward in writing in reasonable detail for consideration by the Contractors (each, a "**Work Proposal**"), and the Contractors will have a reasonable period of time to elect to undertake the Work Proposal on the terms provided or to negotiate alternative terms acceptable to the Optionee (which reasonable period of time shall be determined under the circumstances of the relevant work program, but which shall be, in any event, not less than thirty (30) days). In the event that the Contractors elect not to accept a Work Proposal, then the Optionee will be authorized to engage a third party to complete the work program on the same terms set forth in such Work Proposal. If the Optionee does not receive any response from the Contractors to a Work Proposal within ten (10) Business Days, the Contractors will be deemed to have elected not to undertake such Work Proposal. All work undertaken by the Contractors will be done in a prudent and workmanlike manner, consistent with good exploration and mining practices, and in compliance with all Applicable Law. In

addition, the Optionee shall retain the right to assign a person or persons to monitor any such work program at any time, and if any material aspect of such work program is not being done in a prudent and workmanlike manner then the Optionee shall give Contractors thirty (30) days written notice to cure any applicable deficiencies, failing which the Optionee shall be entitled to engage a third party to complete the Work Proposal, and provided that Optionee will duly compensate Contractors for any scope of work completed by Contractors prior to the engagement of any third party.

Participation Right

8.2 The Optionee agrees that, following the issuance of the First Share Payment until the end of the Option Period, subject to the terms provided herein, the Optionor has the right (the "**Participation Right**"), to subscribe for and to be issued as part of any Offering at the subscription price per Offered Security pursuant to the Offering and otherwise on substantially the terms and conditions of the Offering (provided that, if the Optionor is prohibited by Applicable Securities Laws, the rules and policies of any stock exchange on which the Gladiator Shares are then listed and posted for trading or other Applicable Law from participating on substantially the terms and conditions of the Offering, the Optionee shall use commercially reasonable efforts to enable the Optionor to participate on terms and conditions that are as substantially similar as circumstances permit), up to such number of Offered Securities that will allow the Optionor to maintain a percentage ownership interest of the Gladiator Shares that is equal to the percentage of Gladiator Shares that it then owns or controls of the total issued and outstanding Gladiator Shares at such time.

8.3 The Optionee will give the Optionor notice in writing of any proposed Offering on or prior to the date on which any such Offering is announced (the "**Offering Notice**"), and in any event not less than ten (10) Business Days before such Offering is scheduled to close, together with the form of subscription agreement (if any) for such Offering and any other documentation required to be completed by the Optionor as a subscriber to such Offering. In order to exercise the Participation Right, the Optionor must return the completed subscription agreement (if required) and related subscription documentation, together with immediately available funds for the aggregate subscription amount, to the Optionee (the "**Exercise Notice**") not less than three (3) Business Days before the scheduled closing date of the Offering specified in the original Offering Notice (provided that, if the scheduled closing date is extended, the date on which the Optionor must deliver its documents and subscription funds will be extended for the same period) (the "**Notice Period**"), failing which the Participation Right in respect of that Offering will expire.

8.4 The Participation Right will not extend to securities issued in conjunction with: (i) the grant or exercise of stock options and other similar issuances pursuant to any share incentive plan of the Optionee and other share compensation arrangements, including the Option Plan, (ii) the exercise of such warrants set forth in §3.1(q) above (or the exercise of other warrants or convertibles securities issued pursuant to any offering for which the Participation Right was offered to the Optionor in accordance with §8.2 and §8.3), (iii) a bona fide plan of arrangement, merger, business combination, take-over bid or other acquisition of the business, securities or assets of a third party; provided that, in the event that the Optionor's ownership interest in the Gladiator Shares is diluted as a result of issuances of securities as contemplated in this §8.4, then

for the purposes of calculating the number of Offered Securities that the Optionor will be entitled to purchase under the Participation Right, securities issued under this §8.4 will be excluded from the calculation of the Optionor's ownership interest, such that the Optionor will be entitled to participate in the Offering to increase its ownership interest in the Gladiator Shares to what it would have been if no securities were issued as contemplated in this §8.4.

8.5 If the Optionee receives an Exercise Notice from the Optionor within the Notice Period, the Optionee will:

(a) subject to the receipt and continued effectiveness of all required approvals, for which the Optionee shall use its reasonable commercial efforts to obtain (including any applicable approval(s) of the TSXV, any required approvals under Applicable Securities Laws and any required shareholder approval);

(b) subject to the issuance to the Optionor or its Affiliate of Gladiator Shares or other Offered Securities being exempt from prospectus and registration requirements under Applicable Securities Laws unless the Offering is qualified by a prospectus; and

(c) subject to the completion of the relevant Offering,

issue to the Optionor, against payment of the subscription price payable in respect thereof, that number of Gladiator Shares or other Offered Securities, as applicable, set forth in the Exercise Notice. The parties agree that the issuance of any Gladiator Shares or other Offered Securities to the Optionor pursuant to this §8.5 will occur concurrently with the completion of the relevant Offering.

8.6 If the Optionee is required by the TSXV (if applicable) or otherwise to seek shareholder approval for the issuance of the Offered Securities to the Optionor or its Affiliate, then the Optionee will call and hold a meeting of its shareholders to consider the issuance of the Offered Securities to the Optionor as soon as reasonably practicable, and in any event such meeting will be held within 75 days after the date that the Optionee is advised that it will require shareholder approval, and will recommend approval of the issuance of the Offered Securities and will solicit proxies in support thereof.

Director Nomination and Oversight

8.7

(a) The Optionee agrees that, from and after the Effective Date and until the later of the conclusion of the Option Period and the Crown Grant Exploration Period, the Optionor shall be entitled to participate in all technical meetings of the Optionee, its contractors, or agents, pertaining to the exploration, development, placing into Commercial Production, or management of the Property and/or the Crown Grants, as applicable. Optionee shall meaningfully consult with Optionor in advance regarding the scheduling and content of such meetings, and shall provide not less than forty-eight (48) hours notice to the Optionor of each such meeting.

(b) Without limiting the foregoing, the Optionee agrees that, during the Option Period and, if applicable, during the Crown Grant Exploration Period, the Optionor shall be entitled to nominate one (1) member to any scientific, technical, exploration, or similar committee of the Board, or otherwise established by (or at the behest of) the Optionee from time to time, which member may, at the discretion of the Optionor, be the director nominee of the Optionor pursuant to below §8.7(c) or otherwise.

(c) The Optionee agrees that, from and after the one (1) year anniversary of the Effective Date until the later of the end of the Option Period and the expiration of the Crown Grant Exploration Right, subject to the terms provided herein, the Optionor will be entitled to nominate one (1) director to the Board, provided that the director nominee must meet the requirements of applicable corporate, securities and other laws and the rules of the TSXV. If permitted by Applicable Law and TSXV policies, the Optionee will appoint such director to the Board. In respect of any meeting of shareholders at which directors are to be elected, the Optionee will take all actions necessary and advisable to ensure that (i) proxies are solicited by or on behalf of the Optionee in favour of the election of the director nominee nominated in accordance with this §8.7, and (ii) every such nominee is endorsed and recommended in the applicable management information circular and other proxy solicitation materials provided by or on behalf of the Optionee to shareholders. The Optionee will take all other commercially reasonable actions necessary to permit the election or appointment to the Board of such nominee. The Optionee will notify the Optionor at least twenty (20) Business Days prior to the dissemination of materials for any meeting of shareholders at which directors are to be elected, to allow the Optionor time to identify its nominee (which the Optionor will provide to the Optionee at least five (5) Business Days prior to the dissemination of such materials) and provide any relevant information required for inclusion therein. The Optionor shall be entitled, as it sees fit, to replace or substitute its director nominee from time to time subject to this §8.7.

Access and Removal of Aggregate

8.8

(a) The Optionee agrees that, throughout the Option Period and from and after the exercise of the Option, if any in respect of the Property and throughout the Option Period and up to and including the last day of the term of the Crown Grant Exploration Period in respect of the Crown Grants, the Optionor and its directors, officers, servants, agents and contractors shall be permitted to access the Property and Crown Grants and remove therefrom Aggregate for the purpose of, or in connection with, the Optionor's Aggregate business and any related or ancillary business or operations or for any non-mining purposes, including as the same may relate to Quarry Lease 105D11-6-844, provided that the removal of Aggregate does not unreasonably interfere with the Optionee's operations on the Property and/or the Crown Grants.

(b) To protect the rights granted to the Optionor pursuant to §8.8(a), the Optionee shall not sell, assign, transfer, or otherwise dispose of any right, title, or interest of the Optionee in or to the Property (or any portion thereof) without first causing the recipient

of such right, title or interest to agree in writing with the Optionor to comply with, and abide by, the provisions of §8.8(a).

(c) The Optionor agrees to indemnify the Optionee, and its directors, officers, agents, and attorneys (each, an "**Optionee Indemnified Person**"), against any third party related loss, cost, expense, damage, or liability ("**Optionee Loss**") relating to the Optionor's access to and removal of Aggregate from the Property and/or the Crown Grants, whether conducted by or on behalf of the Optionor, including under applicable Environmental Laws, as well as in respect of any claim for royalties or other third party payments related to such operations. If any claim or demand is asserted against an Optionee Indemnified Person, written notice of such claim or demand will promptly be given to the Optionor. Within thirty (30) days after its receipt of the notice of the claim or demand, the Optionor shall have the right but not the obligation to assume control of (subject to the right of the Optionee Indemnified Person to participate at the Optionee Indemnified Person's expense and with counsel of the Optionee Indemnified Person's choice), the defense, compromise, or settlement of the matter, including at Optionor's expense, the employment of counsel of the Optionee Indemnified Person's choice.

Crown Grants

8.9

(a) Notwithstanding any other provisions contained herein, but for greater certainty, the Option granted to the Optionee hereunder shall not include any of the Optionor's right, title, or interest in, to or derived from, the Crown Grants, except as expressly provided for in this §8.9.

(b) The Optionor hereby grants to the Optionee, for the duration of the Option Period, the sole and exclusive right, to the extent permitted under the terms of the mineral rights that comprise the Crown Grants, to do such prospecting, exploration, development and/or mining work on, in, or under the Crown Grants, as the Optionee may reasonably determine to be necessary, desirable or advisable for the purpose of exploring, developing and placing into Commercial Production the Crown Grants (the "**Crown Grant Exploration Right**"). The Optionee expressly acknowledges and agrees that all of the Optionee's covenants, indemnitees, liabilities and obligations in respect of the Property as contained herein shall, unless otherwise expressly provided for herein, equally apply to the Crown Grants, as applicable, *mutatis mutandis*. Without limiting the foregoing, but for the purposes thereof, the time period for the survival of Optionee's covenants, indemnitees, liabilities and obligations herein with respect to Crown Grants shall be calculated from the later of the expiration of the Option Period and the expiration of the Crown Grant Exploration Right.

(c) The Optionee acknowledges and agrees that all activities undertaken in respect of the Crown Grants pursuant to this §8.9 shall be subject to all Encumbrances applicable to the Crown Grants, including but not limited to any third party surface rights overlying the Crown Grants, and, except for those representations and warranties set forth in §2.1, the Optionor makes no representation or warranty regarding the presence or absence of any

such Encumbrances in relation to the Crown Grants. The Optionee shall be solely responsible to negotiate and secure all necessary third party rights, approvals, permissions, consents and agreements necessary or advisable to exercise and carry out the Crown Grant Exploration Right.

(d) If during the Option Period, the Optionee obtains a technical report prepared and certified by a Qualified Person in accordance with NI 43-101 which discloses a mineral resource of at least 0.5 million tons grading 0.5% or greater of copper on the Property and the Crown Grants, the Optionee shall have the option (the "**Crown Grant Exploration Option**") to extend the Crown Grant Exploration Right to the applicable Crown Grants for a further two (2) year period immediately following the date of any Closing (the "**Crown Grant Exploration Period**"). The Optionee may exercise the Crown Grant Exploration Option by providing written notice thereof to the Optionor concurrently with Closing, failing which the Crown Grant Exploration Option shall expire and be of no further force and effect whatsoever.

(e) The Optionee shall have the right to extend the Crown Grant Exploration Period for further two (2) year periods following the initial Crown Grant Exploration Period by providing written notice thereof to the Optionor at least sixty (60) days prior to the end of the then relevant Crown Grant Exploration Period, provided that the Optionee has either (i) incurred or shall in fact incur Exploration Expenditures on the Crown Grants during such Crown Grant Exploration Period equal to at least $20,000 per year multiplied by the number of Crown Grants, or (ii) made a payment to the Optionor of $10,000 per year for each Crown Grant in respect of which the Crown Grant Exploration Period is being extended. The maximum term of the Crown Grant Exploration Period shall not exceed fourteen (14) years.

(f) If, during the term of the Crown Grant Exploration Period, the Optionee provides notice to the Optionor that it is prepared to commence Commercial Production on the Crown Grants for a period of 45 days within a 90 day period on a continuous basis at 75% of the rate projected for the Crown Grants in the feasibility report, if any, prepared by or for the Optionee in respect of the Crown Grants, or 180 days after the date on which ore from the Crown Grants is first mined commercially, whichever shall first occur, the Optionor and Optionee shall, negotiating in good faith, enter into an exploration, development and mining agreement, taking into account the then current best practices and standards established by the CIM (collectively the "**Mining Agreement**"). Upon execution of the Mining Agreement and commencement of Commercial Production as foresaid, the Optionee shall have the sole and exclusive right to further explore, develop, and mine the Crown Grants, to the extent permitted under the terms of the mineral rights that comprise the Crown Grants, as sole operator for such period as a Mine remains in Commercial Production. The Mine will be deemed to have ceased to be in Commercial Production in the event that either (i) the Optionor publicly discloses its intention to permanently cease Commercial Production, or (ii) there is no Commercial Production from the Mine for a period of over one (1) year.

(g) The Crown Grants will be subject to a one percent (1.0%) net smelter returns royalty in favour of the Optionor (the "**Crown Grants Royalty**"), which shall be on the

same terms as the Royalty, *mutatis mutandis*. For greater certainty, the Optionor shall have the right to receive all of the economic benefits of the Commercial Production from the Crown Grants, to the extent permitted under the terms of the mineral rights that comprise the Crown Grants, subject to the Crown Grants Royalty and payment of the Hudbay Royalty.

PART 9
CONDITION PRECEDENT

9.1 This Agreement and the obligations of the parties under it are subject to the Optionee obtaining all approvals of the TSXV required for this Agreement and the transactions contemplated hereby (the "**Condition Precedent**"). Notwithstanding, the following provisions of this Agreement shall be binding and applicable on the parties in accordance with their terms, together with such other provisions of this Agreement as are required to give effect thereto, notwithstanding that the Condition Precedent is not satisfied: Part 1, Part 9, Part 12, Part 13, Part 15, Part 16 and Part 17.

9.2 The Optionee agrees to use its commercially reasonable efforts to procure satisfaction of the Condition Precedent as soon as reasonably practicable, and the Optionor agrees to reasonably co-operate with the Optionee to provide any documents or information reasonably required in connection therewith. Without limiting the generality of the foregoing, the Optionor will provide such financial information relating to the Property as may be requested by the TSXV (if in the possession of Optionor) and will file TSXV Form 2A – *Personal Information Forms* for such individuals as may be requested by the TSXV.

9.3 The Condition Precedent is for the benefit of each party and cannot be waived unless agreed by each party in writing.

PART 10
AREA OF INTEREST

Acquisition of After-Acquired Property

10.1 Subject to Section 10.3, from and after the date of this Agreement until the later of the conclusion of the Option Period and, if applicable, the Crown Grant Exploration Period, if either the Optionor or Optionee or an Affiliate of either party (the "**Offeror**") acquires directly or indirectly or pursuant to any third party agreement, any property, including any mining claim, lease, license, grant or other similar form of interest in metals or minerals, or surface, substance, water, access or similar rights located wholly or in part within the Area of Common Interest (an "**After-Acquired Property**"), the Offeror will promptly (and in any event within thirty (30) days after such acquisition) offer such interest to the other party for inclusion in the Property (the "**Offeree**") by notice in writing setting out the nature of such After-Acquired Property and including all information known by the Offeror about such After-Acquired Property, the Offeror's acquisition costs and all other details relating thereto. Within sixty (60) days from the date of the receipt of such notice, the Offeree may accept such After-Acquired Property and make it subject to this Agreement by notice in writing to the Offeror.

10.2 If the Offeree elects to make the After-Acquired Property part of the Property and subject to this Agreement pursuant to §10.1, then the After-Acquired Property shall form a part of the Property for all purposes of this Agreement.

10.3 Notwithstanding anything to contrary in this Agreement, the Optionor shall be entitled to acquire any property, claim, lease, license, grant or other similar form of interest (or interest in any of the foregoing) or any surface, subsurface, water, access or similar rights within the Area of Common Interest for the purposes of, or in connection with, its Aggregate business and any related or ancillary business or operations or for other non-mining purposes, including as the same may relate to Quarry Lease 105D11-6-844, and none of the same shall be considered an After-Acquired Property for the purposes hereof.

Optionee as Offeree

10.4 If the Optionee is the Offeree and accepts such interest, the Optionee shall reimburse the acquisition costs of Optionor or its Affiliate acquiring such interest and the After-Acquired Property shall form a part of the Property for all purposes of this Agreement.

Optionor as Offeree

10.5 If the Optionor is the Offeree and accepts such interest, the Optionee shall pay all acquisition costs and the After-Acquired Property shall form a part of the Property for all purposes of this Agreement.

Acquisition Costs are Exploration Expenditures

10.6 All direct, documented, out-of-pocket costs of acquisition of the Optionee in respect of an After-Acquired Property that forms part of the Property as contemplated herein shall be considered Exploration Expenditures hereunder.

Failure to Give Notice

10.7 If the Offeree does not give notice of its intent to accept the After-Acquired Property within the sixty (60) day time period noted above, the Offeree shall not have any interest in the After-Acquired Property and the After-Acquired Property shall not be a part of the Property or otherwise be subject to this Agreement.

No Restriction Outside Area of Common Interest

10.8 For greater certainty, each party acknowledges that the other party and their respective Affiliates are competitors outside of the Area of Common Interest and are free to acquire property or surface or water rights outside of the Area of Common Interest, and neither party has any restriction or obligation whatsoever outside of the Area of Common Interest.

After-Acquired Property Following Termination of Agreement

10.9 If the Option is terminated otherwise than upon the exercise thereof, the Optionor shall have the right to demand that the Optionee transfer to the Optionor or its designee any After-

Acquired Property, free of Encumbrances for no further consideration. If the Optionor demands a transfer of After-Acquired Property pursuant to this §10.9, then, in addition to complying with all other applicable sections of the Agreement, the Optionee shall execute and deliver, or cause to be executed and delivered, all instruments, and take all actions necessary or reasonably requested by the Optionor to transfer the After-Acquired Property to the Optionor or its designee, and shall make reasonable and customary representations and warranties to the Optionor or such designee as of the date of the transfer of the After-Acquired Property including that the Optionee is the sole legal and beneficial owner of the After-Acquired Property, free from all Encumbrances.

PART 11
FORCE MAJEURE

11.1 Subject to §11.2, if the Optionee is at any time either during the Option Period prevented from or delayed in complying with the provisions of §4.1(c) of this Agreement by reason of strikes, lock-outs, power shortages, fires, wars, inclement weather, acts of God, changes to governmental regulations restricting normal operations, First Nations land claims, or inordinate delays in obtaining required governmental or regulatory approvals or permits, the time limited for the performance by the Optionee of its obligations under §4.1(c) will be extended by a period of time equal in length to the period of each such prevention or delay, not to exceed two hundred and ten (210) days.

11.2 For greater certainty, the provisions of §11.1 will not apply to the Optionee's obligations to timely make the Share Payments or Cash Payments pursuant to §4.1, or to maintain in good standing the Property and the Crown Grants on the terms and conditions set forth herein.

11.3 The Optionee shall promptly give written notice to the Optionor of the particulars of the reasons for any prevention or delay under §11.1 and shall take all reasonable steps to remove or remedy, as applicable, the cause of such prevention or delay as soon as reasonably practicable, and shall give written notice to the Optionor as soon as such cause ceases to subsist. The Optionee will provide regular, and not less than weekly, updates in writing to the Optionor of the status of the force majeure and the efforts to remove or remedy, as applicable, the cause of such prevention or delay.

PART 12
CONFIDENTIAL INFORMATION

12.1 Except as otherwise provided in this Agreement, each party agrees that, without the prior written consent of the other party, it will treat as confidential and prevent disclosure to any third parties of any geological, geophysical or other factual and technical information and data relating to the Property and the Crown Grants, or activities related to the Property and the Crown Grants. This obligation shall be a continuing obligation of Optionor throughout the term of this Agreement and for a period of one (1) year following termination of this Agreement.

12.2 The approval required by §12.1 shall not apply to:

(a) disclosure to an Affiliate, consultant, contractor or subcontractor that has a *bona fide* need to be informed and is advised as to the confidential nature of the confidential information;

(b) disclosure to a person who is a potential contractual partner of a party, including with respect to due diligence relating to financing or commercial activities of such party, provided that such person has a *bona fide* need to be informed and is advised as to the confidential nature of the confidential information;

(c) disclosure to a Governmental Entity which is required by Applicable Law or which is otherwise required to be disclosed pursuant to Applicable Law, including the rules and policies of any applicable stock exchange;

(d) information which is or becomes part of the public domain other than through a breach of this Agreement; and

(e) information lawfully received by a party or an Affiliate from a third party not under an obligation of secrecy to the other parties, as reasonably demonstrated by the disclosing party.

In any case to which this §12.2 is applicable to the extent legally permissible, the disclosing party shall provide the proposed text to the other party prior to making such disclosure. As to any disclosure pursuant to §12.2(a) and §12.2(b) only such confidential information as such third party shall have a legitimate business need to know shall be disclosed and such third party shall first agree in writing to protect the confidential information from further disclosure as contemplated by this §12.

12.2 Notwithstanding anything contained in §12.1, the Optionee shall be permitted to make public disclosure of geological, geophysical or other factual and technical information and data relating to the Property and the Crown Grants, or activities related to the Property and the Crown Grants with the written consent of the Optionor, such consent not to be unreasonably withheld.

PART 13
ARBITRATION

13.1 All questions or matters in dispute with respect to the interpretation of this Agreement will, insofar as lawfully possible, be submitted to arbitration pursuant to the terms hereof using arbitration procedures.

13.2 It will be a condition precedent to the right of any party to submit any matter to arbitration pursuant to the provisions hereof, that any party intending to refer any matter to arbitration will have given not less than ten (10) days' written prior notice of its intention so to do to the other party together with particulars of the matter in dispute.

13.3 On the expiration of such ten (10) days, the party who gave such notice may proceed to commence procedure in furtherance of arbitration as provided in this Part 13.

13.4 The party desiring arbitration will appoint one (1) arbitrator, and will notify the other party in writing of such appointment, and the other party will, within fifteen (15) days after receiving such notice, either consent to the appointment of such arbitrator which will then carry out the arbitration or appoint an arbitrator, and the two (2) arbitrators so named, before proceeding to act, will, within thirty (30) days of the appointment of the last appointed arbitrator, unanimously agree on the appointment of a third arbitrator to act with them and be chairman of the arbitration herein provided for. If the other party fails to appoint an arbitrator within fifteen (15) days after receiving notice of the appointment of the first arbitrator, the first arbitrator will be the only arbitrator. If the two (2) arbitrators appointed by the parties will be unable to agree on the appointment of the chairman, the chairman will be appointed under the provisions of the *Commercial Arbitration Act* (British Columbia) (the "**Act**"). Except as specifically otherwise provided in this section, the arbitration herein provided for will be conducted in accordance with the Act. The chairman, or in the case where only one (1) arbitrator is appointed, the single arbitrator, will fix a time and place in Vancouver, British Columbia for the purpose of hearing the evidence and representations of the parties, and will preside over the arbitration and determine all questions of procedure not provided for under the Act or this §13.4. After hearing any evidence and representations that the parties may submit, the single arbitrator, or the arbitrators, as the case may be, will make an award and reduce the same to writing, and deliver one copy thereof to each of the parties. The expense of the arbitration will be paid as specified in the award.

13.5 The parties agree that the award of a majority of the arbitrators, or in the case of a single arbitrator, of such arbitrator, will be final and binding on each of them.

PART 14
DEFAULT AND TERMINATION

14.1 If at any time during the Option Period or, if applicable, the Crown Grant Exploration Period, either party fails to perform any obligation hereunder in any material respect or any representation or warranty given by it proves to be untrue or incorrect in any material respect (other than those qualified already by materiality, which shall prove untrue or incorrect in any respect), then the other party may terminate this Agreement (without prejudice to any other rights it may have) provided:

(a) it first gives to the party allegedly in default a written notice of default containing particulars of the obligation which such has not performed or the representation or warranty breached (a "**Default Notice**"); and

(b) if it is reasonably possible to cure the default without irreparable harm to the non-defaulting party, the defaulting party does not give written notice of its intention to cure such default within 5 (five) business days following the date of receipt of the Default Notice, and does not cure the default within thirty (30) days following the date of receipt of the Default Notice.

14.2 Either party may terminate this Agreement (without prejudice to any other rights it may have) on notice to the other party if the Condition Precedent is not met within one hundred and twenty (120) days of the date of this Agreement.

14.3 The Optionee may terminate this Option or, if applicable, the Crown Grant Exploration Option, by giving thirty (30) days advance written notice of termination to the Optionor and each party will thereupon be relieved of any further obligations in connection herewith, but will remain liable for obligations which have accrued to the date of notice or which survive the termination hereof.

Post-Termination Obligations

14.4 If the Option is terminated otherwise than upon the exercise thereof pursuant to the terms of the Agreement, the Optionee will:

(a) have no interest in the Property or the Crown Grants, and the Optionee must leave the Property and the Crown Grants free and clear of any Encumbrance which in any way relates to the Optionee or its Affiliates, or to any work, operations or activities conducted (or failed to be conducted) by, at the direction of, on behalf of, or for the benefit of, the Optionee or its Affiliates, on, in, or under the Property or the Crown Grants;

(b) deliver immediately to the Optionor all Exploration Data in its possession or reasonable control, including all Exploration Data provided to the Optionee pursuant to §2.3(a);

(c) the Optionee must comply with Applicable Law regarding reclamation and restoration of the Property and the Crown Grants in relation to any exploration, development, work or other operations or activities conducted on the Property or the Crown Grants by the Optionee during the period from and after the Effective Date to the date of termination;

(d) leave the Property, including those mineral rights that comprise the Property in good standing for a period of at least six (6) months from the date of termination;

(e) any plant, building, machinery, tools, equipment, camp facilities and supplies owned by the Optionee or its personnel ("**Optionee Equipment**") and brought and placed upon the Property or the lands subject to the Crown Grants will remain the Optionee's exclusive property and may be removed by the Optionee at any time within a period of sixty (60) days following the termination of this Agreement (subject to the rights of any land owners or surface right holders with respect to the Crown Grants) but if the Optionee has not removed all the Optionee Equipment within that sixty (60) day period, then the Optionee Equipment not so removed thereafter will in the Optionor's sole discretion become the absolute property of the Optionor or, at the Optionor's option, may within a further ninety (90) (or such shorter period as may be required by the land owner or surface right holder with respect to the Crown Grants) days be removed by Optionor at the Optionee's expense. All the Optionee Equipment, until it becomes Optionor's property or is removed from the Property or the Crown Grants, as applicable,

will be the sole responsibility of the Optionee and Optionor will have no liability with regard to it; and

(f) indemnify the Optionor, and its directors, officers, agents, and attorneys (each, an "**Optionor Indemnified Person**"), against any loss, cost, expense, damage, or liability relating to the Property and the Crown Grants or operations thereon, therein, or thereunder, whether conducted by, at the direction of, on behalf of, or for the benefit of, the Optionee, including under applicable Environmental Laws. If any claim or demand is asserted against an Optionor Indemnified Person, written notice of such claim or demand will promptly be given to the Optionee. Within thirty (30) days after its receipt of the notice of the claim or demand, the Optionee shall have the right but not the obligation to assume control of (subject to the right of the Optionor Indemnified Person to participate at the Optionor Indemnified Person's expense and with counsel of the Optionor Indemnified Person's choice), the defense, compromise, or settlement of the matter, including at the Optionee's expense, the employment of counsel of the Optionee's choice.

14.5 In the event that Crown Grant Exploration Option is not exercised (other than as a result of the termination of the Option as contemplated by §14.4), extended or further extended at any time in accordance with the terms hereof (or is unable to be extended or further extended, whether because the relevant Exploration Expenditures have not been incurred or otherwise), then the Optionee will:

(a) have no interest in the Crown Grants, and the Optionee must leave the Crown Grants free and clear of any Encumbrance which in any way relates to the Optionee or its Affiliates, or to any work, operations or activities conducted (or failed to be conducted) by, at the direction of, on behalf of, or for the benefit of, the Optionee or its Affiliates, on, in, or under the Crown Grants;

(b) deliver immediately to the Optionor all Exploration Data in its possession or reasonable control, including all Exploration Data provided to the Optionee pursuant to §2.3(a) in respect of the Crown Grants;

(c) the Optionee must comply with Applicable Law and the requirements applicable to the Crown Grants with respect to the rights of any land owners or surface right holders regarding reclamation and restoration of the Crown Grants in relation to any exploration, development, work or other operations or activities conducted on the Crown Grants by the Optionee during the period from and after the Effective Date to the date of thereof;

(d) any Optionee Equipment brought and placed upon the lands subject to the Crown Grants will remain the Optionee's exclusive property and may be removed by the Optionee at any time within a period of sixty (60) days following the termination of this Agreement (subject to the rights of any land owners or surface right holders with respect to the Crown Grants) but if the Optionee has not removed all the Optionee Equipment within that sixty (60) day period, then the Optionee Equipment not so removed thereafter will in the Optionor's sole discretion become the absolute property of the Optionor or, at the Optionor's option, may within a further ninety (90) (or such shorter period as may be required by the land owner or surface right holder with respect to the Crown Grants) days

be removed by Optionor at the Optionee's expense. All the Optionee Equipment, until it becomes Optionor's property or is removed from the the Crown Grants, as applicable, will be the sole responsibility of the Optionee and Optionor will have no liability with regard to it; and

(e) indemnify each Optionor Indemnified Person against any loss, cost, expense, damage, or liability relating to the Crown Grants or operations thereon, therein, or thereunder, whether conducted by, at the direction of, on behalf of, or for the benefit of, the Optionee, including under applicable Environmental Laws. If any claim or demand is asserted against an Optionor Indemnified Person, written notice of such claim or demand will promptly be given to the Optionee. Within thirty (30) days after its receipt of the notice of the claim or demand, the Optionee shall have the right but not the obligation to assume control of (subject to the right of the Optionor Indemnified Person to participate at the Optionor Indemnified Person's expense and with counsel of the Optionor Indemnified Person's choice), the defense, compromise, or settlement of the matter, including at the Optionee's expense, the employment of counsel of the Optionee's choice.

PART 15
ASSIGNMENT

15.1 The Optionor may, in its sole discretion, assign this Agreement or any of its interest herein by providing prior written notice to the Optionee of same. Optionee shall not assign this Agreement or any of its interest in this Agreement without the express written consent of the Optionor, which consent must not be unreasonably withheld. Optionor does not unreasonably withhold its consent if it requires:

(a) the Optionee to pay all expenses (including legal costs on a solicitor and own client or full indemnity basis, whichever is greater) incurred by the Optionor in investigating the proposed assignee or in connection with the proposed assignment; and

(b) the proposed assignee to agree in writing with the Optionor to comply with this Agreement as if it were an original party to this Agreement.

PART 16
NOTICES

16.1 Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a party will be in writing and will be delivered by hand or email to the party to which the notice is to be given at the following address or sent by facsimile to the following numbers or to such other address, email or facsimile number as will be specified by a party by like notice. Any notice, consent, waiver, direction or other communication aforesaid will, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day or, if not, then the next succeeding Business Day) and if sent by facsimile or email be deemed to have been given and received at the time of receipt (if a Business Day or, if not, then the next succeeding Business Day) unless actually received after 4:00 p.m. (Vancouver time) at the point of delivery in which case it will be deemed to have been given and received on the next Business Day.

The address for service of each of the parties will be as follows:

(a) to the Optionor:

H. Coyne & Sons Limited
[Address Redacted]

Attention: Jim Coyne
Email Address: **[Email Redacted]**

with a copy to (which will not constitute notice hereunder):

Sangra Moller LLP
[Address Redacted]

Attention: Gary Gill
Email Address: **[Email Redacted]**
Facsimile: [Facsimile Redacted]

to the Optionee

Gladiator Metals Corp.
[Address Redacted]

Attention: Jason Bontempo, Director
Email Address: **[Email Redacted]**

with a copy to (which will not constitute notice hereunder):

McMillan LLP
[Address Redacted]

Attention: Mark Neighbor
Email Address: **[Email Redacted]**
Facsimile: [Facsimile Redacted]

Any party may at any time and from time to time notify the other parties in writing of a change of address and the new address to which notice will be given to it thereafter until further change.

PART 17
GENERAL

17.1 The parties acknowledge and agree that the Optionee may pay a commission or finder's fee up to the maximum amount allowable by the policies of the TSXV in connection with the transactions contemplated herein.

17.2 The parties acknowledge that they have participated in settling the terms of this Agreement, and that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable to the interpretation of this Agreement.

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

17.4 The parties will promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance which may be reasonably necessary or advisable to carry out fully the intent of this Agreement or to record wherever appropriate the respective interests from time to time of the parties in the Property.

17.5 This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns, subject to the conditions hereof.

17.6 This Agreement will be construed in accordance with the laws of the Yukon, and the laws of Canada applicable therein.

17.7 Nothing herein will constitute or be taken to constitute the parties as partners or create any fiduciary relationship between them. It is not the intention of the parties to create, nor will this Agreement be construed to create, any mining, commercial or other partnership. None of the parties will have any authority to act for or to assume any obligation or responsibility on behalf of any other party, except as expressly provided herein.

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

17.9 The parties do not intend that there will be any violation of the Rule Against Perpetuities, the Rule Against Unreasonable Restraints on the Alienation of Property, or any similar rule. Accordingly, if any right or option to acquire any interest in the Property exists under this Agreement (including with respect to, for greater certainty, the Royalty), such right or option must be exercised, if at all, so as to vest such interest within time periods permitted by applicable rules. If, however, any such violation should inadvertently occur, the parties hereby agree that a court will reform that provision in such a way as to approximate most closely the intent of the parties within the limits permissible under such rules.

17.10 Notwithstanding any termination of this Agreement, the following provisions of this Agreement shall survive termination in accordance with their terms, together with such other provisions of this Agreement as are required to give effect thereto: Part 1, §2.2, §2.4, §3.2, §4.4,

§4.5, §10.9, Part 12, Part 13, §14.4, Part 15, Part 16, §17.5, §17.6, §17.7, §17.9, §17.10, §17.11, and §17.12.

17.11 In the event of any inconsistency between the terms of this Agreement and any Schedule hereto, the terms of the relevant Schedule will control.

17.12 Time will be strictly of the essence hereof.

17.13 This Agreement and the Schedules attached hereto set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersede all prior agreements and understandings, oral or written, among the parties or their respective representatives with respect to the matters herein.

17.14 This Agreement may be executed in counterparts and by facsimile or email transmission and each such counterpart agreement or facsimile or email so executed are deemed to be an original and such counterparts and facsimile copies and email copies together will constitute one and the same instrument.

(signature page follows)

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

GLADIATOR METALS CORP.

"Signed"

Per: _____

Authorized Signatory

H. COYNE & SONS LTD.

"Signed"

Per: _____

Authorized Signatory

SCHEDULE A

THE PROPERTY

Name	Number	Grant	Claims	Owner	Expiry	Status
ACE	30	85476	1	H. Coyne & Sons Ltd.	1/1/2027	Active
ALEX	1 to 8	YC37798 to YC37805	8	Ron Stack	1/1/2023	Active
ATA	79	YC40298	1	H. Coyne & Sons Ltd.	1/1/2024	Active
BETTY	3	76180	1	H. Coyne & Sons Ltd.	1/1/2024	Active
BILL	1 to 4	76770 to 76773	4	H. Coyne & Sons Ltd.	1/1/2025	Active
BILL	5 to 8	76774 to 76777	4	H. Coyne & Sons Ltd.	1/1/2024	Active
BILL	9 to 11	Y 52111 to Y 52113	3	H. Coyne & Sons Ltd.	1/1/2024	Active
BOB	3	76094	1	H. Coyne & Sons Ltd.	1/1/2024	Active
BOB	5 TO 6	76096 TO 76097	2	H. Coyne & Sons Ltd.	1/1/2024	Active
BONZO		72699	1	H. Coyne & Sons Ltd.	1/1/2026	Active
BORNITE	1 to 2	73783 to 73784	2	H. Coyne & Sons Ltd.	1/1/2024	Active
CAMERON	1	75982	1	H. Coyne & Sons Ltd.	1/1/2024	Active
DENNIS	3	91289	1	H. Coyne & Sons Ltd.	1/1/2024	Active
DOROTHY	2	76179	1	H. Coyne & Sons Ltd.	1/1/2024	Active
EMIDELL	12 to 13	91827 to 91828	2	H. Coyne & Sons Ltd.	1/1/2024	Active
EMIDELL	14	91879	1	H. Coyne & Sons Ltd.	1/1/2024	Active
EMILY	1 to 2	75709 to 75710	2	H. Coyne & Sons Ltd.	1/1/2024	Active
EMILY	3 to 4	Y 52115 to Y 52116	2	H. Coyne & Sons Ltd.	1/1/2024	Active
GEM	1	75346	1	H. Coyne & Sons Ltd.	1/1/2024	Active
GIN	21 to 27	YC08842 to YC08848	7	Josh Bailey	1/1/2025	Active
GIN	37	YC19484	1	H. Coyne & Sons Ltd.	1/1/2026	Active
GIN	38	YC19485	1	H. Coyne & Sons Ltd.	1/1/2027	Active
GIN	39 to 44	YC19486 to YC19491	6	H. Coyne & Sons Ltd.	1/1/2024	Active
GIN	45 to 48	YC19492 to YC19495	4	H. Coyne & Sons Ltd.	1/1/2026	Active
GLADYS	3 to 4	75711 to 75712	2	H. Coyne & Sons Ltd.	1/1/2024	Active
HAT	1 to 20	YB57537 to YB57556	20	H. Coyne & Sons Ltd.	1/1/2024	Active

Name	Number	Grant	Claims	Owner	Expiry	Status
HAT	21 to 26	YB58021 to YB58026	6	H. Coyne & Sons Ltd.	1/1/2025	Active
HAT	27 to 34	YB58049 to YB58056	8	H. Coyne & Sons Ltd.	1/1/2025	Active
HAT	35 to 36	YB58139 to YB58140	2	H. Coyne & Sons Ltd.	1/1/2024	Active
HAT	37 to 40	YB66395 to YB66398	4	H. Coyne & Sons Ltd.	1/1/2024	Active
HAT	41 to 44	YC18449 to YC18452	4	H. Coyne & Sons Ltd.	1/1/2024	Active
HAT	45 to 46	YC18695 to YC18696	2	H. Coyne & Sons Ltd.	1/1/2024	Active
HAT	47 to 48	YC18853 to YC18854	2	H. Coyne & Sons Ltd.	1/1/2024	Active
HEATHER	1 to 4	76497 to 76500	4	H. Coyne & Sons Ltd.	1/1/2026	Active
JACK	1	YC54444	1	H. Coyne & Sons Ltd.	1/1/2025	Active
JAN	1	85566	1	H. Coyne & Sons Ltd.	1/1/2024	Active
JIM	9 to 10	85337 to 85338	2	H. Coyne & Sons Ltd.	1/1/2027	Active
JIM	27 to 30	85355 to 85358	4	H. Coyne & Sons Ltd.	1/1/2027	Active
JIM	35	85363	1	H. Coyne & Sons Ltd.	1/1/2024	Active
JIM	38	85366	1	H. Coyne & Sons Ltd.	1/1/2027	Active
JIM	40 to 44	YE91575 to YE91579	4	H. Coyne & Sons Ltd.	1/18/2024	Active
JIM	45	YE91580	1	H. Coyne & Sons Ltd.	1/1/2024	Active
JIM	46 to 58	YE91646 to YE91658	13	H. Coyne & Sons Ltd.	2/15/2024	Active
JIM	59	YE91645	1	H. Coyne & Sons Ltd.	2/15/2024	Active
JIM	60	YF46732	1	H. Coyne & Sons Ltd.	1/1/2027	Active
JIM	66 to 73	YE52083 to YE52090	8	H. Coyne & Sons Ltd.	1/1/2024	Active
JIM	74	YE91590	1	H. Coyne & Sons Ltd.	1/1/2024	Active
JIM	77 TO 78	YE91593 to YE91594	2	H. Coyne & Sons Ltd.	1/1/2024	Active
JIM	79 to 82	YE91557 to YE91560	3	H. Coyne & Sons Ltd.	1/1/2024	Active
JIM	83	YE91581	1	H. Coyne & Sons Ltd.	1/1/2024	Active
JIM	85 to 86	YE91583 to YE91584	2	H. Coyne & Sons Ltd.	1/1/2024	Active
JIM	87 to 89	YE93705 to YE93707	3	H. Coyne & Sons Ltd.	1/1/2024	Active
JIM F	61 to 65	YE91585 to YE91589	5	H. Coyne & Sons Ltd.	1/1/2024	Active
JIM F	75 TO 76	YE91590 to YE91591	2	H. Coyne & Sons Ltd.	1/1/2024	Active

Name	Number	Grant	Claims	Owner	Expiry	Status
JIM F	84	YE91582	1	H. Coyne & Sons Ltd.	1/1/2024	Active
JUICE	21 to 24	YC46576 to YC46579	4	H. Coyne & Sons Ltd.	3/16/2025	Active
JUICE	27 to 34	YC46582 to YC46589	8	H. Coyne & Sons Ltd.	3/16/2025	Active
JUICE	37 to 40	YC46592 to YC46595	4	H. Coyne & Sons Ltd.	3/16/2025	Active
JUICE	41 to 50	YC66222 to YC66231	10	H. Coyne & Sons Ltd.	1/1/2026	Active
JUICE	51 to 58	YC66232 to YC66239	8	H. Coyne & Sons Ltd.	1/1/2026	Active
JUICE	67 to 76	YC66248 to YC66257	10	H. Coyne & Sons Ltd.	1/1/2025	Active
JUICE	81 to 106	YC66262 to YC66287	26	H. Coyne & Sons Ltd.	1/10/2024	Active
JUICE	109 to 110	YC66290 to YC66291	2	H. Coyne & Sons Ltd.	1/10/2025	Active
JUICE	112 to 115	YC66293 to YC66296	4	H. Coyne & Sons Ltd.	1/1/2025	Active
JUICE	116 to 121	YC66297 to YC66302	6	H. Coyne & Sons Ltd.	1/1/2024	Active
JUICE	122 to 123	YC66303 to YC66304	2	H. Coyne & Sons Ltd.	1/10/2024	Active
JUICE	124 to 125	YC66305 to YC66306	2	H. Coyne & Sons Ltd.	1/1/2024	Active
KEN	1	76403	1	H. Coyne & Sons Ltd.	1/1/2025	Active
LEY	1 to 4	82027 to 82030	4	H. Coyne & Sons Ltd.	1/1/2025	Active
LOBO	1	YB12802	1	H. Coyne & Sons Ltd.	1/1/2024	Active
MARGARET	1	76178	1	H. Coyne & Sons Ltd.	1/1/2024	Active
ORO	1 to 5	73893 to 73897	5	H. Coyne & Sons Ltd.	3/3/2034	Active
PARKE	1	77664	1	H. Coyne & Sons Ltd.	1/1/2025	Active
PARKE	2	77665	1	H. Coyne & Sons Ltd.	1/1/2024	Active
PARKE	3	77666	1	H. Coyne & Sons Ltd.	1/1/2025	Active
PARKE	4	Y 12210	1	H. Coyne & Sons Ltd.	1/1/2024	Active
PARKE	5	Y 52114	1	H. Coyne & Sons Ltd.	1/1/2024	Active
PETER	1 to 2	76778 to 76779	2	H. Coyne & Sons Ltd.	3/3/2034	Active
PETER	1 to 2	85743 to 85744	2	H. Coyne & Sons Ltd.	3/3/2034	Active
PITT	4	85088	1	H. Coyne & Sons Ltd.	1/1/2024	Active
PITT	5	Y 20334	1	H. Coyne & Sons Ltd.	1/1/2024	Active
SUE	1 to 4	75653 to 75655	4	H. Coyne & Sons Ltd.	1/1/2027	Active

Name	Number	Grant	Claims	Owner	Expiry	Status
TESS	1 to 2	76395 to 76396	2	H. Coyne & Sons Ltd.	1/1/2025	Active
TESS	3 to 4	76397 to 76398	2	H. Coyne & Sons Ltd.	1/1/2024	Active
TESS	7 to 8	Y 29677 to Y 29678	2	H. Coyne & Sons Ltd.	1/1/2024	Active
TONIC	1 to 24	YC39077 to YC39100	24	H. Coyne & Sons Ltd.	2/22/2024	Active
ZIRCON	2	64183	1	H. Coyne & Sons Ltd.	1/1/2024	Active
ZIRCON	4	74157	1	H. Coyne & Sons Ltd.	1/1/2024	Active

SCHEDULE B

CROWN GRANTS

Name	Lot Number	Plan Number	Comment
Empress of India	61	7128	
Best Chance	48	6657	
Grafter	63	7334	
Arctic Chief	51	9674	
Retribution	55	6666	
Little Jonnie	129	9796	
Iron Horse	145	9548	
Tamarac	50	9540	Subsurface rights only
Carlisle	49	9540	Subsurface rights only
Pueblo	54	6665	Subsurface rights only
Pueblo #2	78	9056	Subsurface rights only
Pueblo #3	79	9056	Subsurface rights only
Pueblo #4	80	9056	Subsurface rights only
Pueblo #5	81	9056	Subsurface rights only
Pueblo Extension	82	9056	Subsurface rights only
Pueblo Star	83	9056	Subsurface rights only
Bluebell	64	7463	

SCHEDULE C

CALCULATION OF ROYALTY

This is Schedule C to the Option Agreement (the "**Agreement**") dated as of November 8, 2022 between H. Coyne & Sons Ltd. (the "**Optionor**") and Gladiator Metals Corp. (the "**Optionee**")

Unless otherwise defined, all capitalized terms used in this Schedule C shall have the meaning ascribed thereto under the Agreement.

1. Royalty

(a) Optionor is entitled to a Royalty consisting of one percent (1.0%) of the net proceeds actually paid to the Optionee from the sale by the Optionee of minerals mined and removed from the Property after the commencement of Commercial Production, after deduction of all reasonable costs, charges and expenses to the Optionee, both direct and indirect, including the following:

(i) custom smelting costs, treatment charges and penalties including, but not limited to, metal losses, penalties for impurities and charges for refining, selling and handling by the smelter, refinery or other purchaser; provided, however, in the case of leaching operations or other solution mining techniques, where the metal being treated is precipitated or otherwise directly derived from such leach solution, all processing and recovery costs incurred, beyond the point at which metal being treated is in solution, shall be considered treatment charges;

(ii) costs of handling, transporting and insuring ores, minerals and other materials or concentrates from the Property or from a concentrator, whether situated on or off the Property, to a smelter, refinery or other place of treatment; and

(iii) ad valorem taxes and taxes based upon production, but not income taxes.

(b) The Optionee shall calculate, as at the end of each applicable quarter of the financial year of January 1 through December 31, inclusive (a "**Fiscal Year**"), the Royalty.

(c) The Optionee shall within 60 days of the end of each quarter of the Fiscal Year:

(i) pay or cause to be paid to Optionor the Royalty to which it is entitled pursuant hereto; and

(ii) deliver to Optionor a statement indicating in reasonable detail, the calculation of the Royalty payable for such quarter.

(d) Nothing contained in this Royalty Agreement shall be construed as conferring on Optionor any right to or interest in any Property, except the right to receive the Royalty from the Optionee as and when due.

(e) Within 120 days after the end of each Fiscal Year for which the Royalty is payable to Optionor, the records relating to the calculation of the Royalty for such year shall be audited by the Optionee's auditors and any resulting adjustments in the payment of the Royalty to Optionor shall be made forthwith after completion of the audit.

(f) All payments of the Royalty to Optionor shall be deemed final and in full satisfaction of all obligations of the Optionee in respect thereof if such payments or the calculation thereof are not disputed by Optionor within 120 days after receipt of the audited statement.

(g) The Optionee may remove reasonable quantities of ore and rock from the Property for the purpose of bulk sampling and of testing, up to the maximum of 10,000 tonnes, and there shall be no Royalty payable to Optionor with respect thereto, unless revenues are derived therefrom.

(h) The Optionee shall have the right to commingle with ore from the Property, any ore produced from other properties owned or controlled by the Optionee, or any other parties, provided that the Optionee shall employ and adopt reasonable practices and procedures for weighing, sampling and assaying in order to determine the amounts of products derived from, or attributable to, ore mined or produced from the Property. The Optionee shall maintain accurate records of the results of such sampling, weighing and assaying with respect to any ore mined and produced from the Property. Optionor or its authorized agent shall be permitted the right to examine at all reasonable times such records pertaining to commingling of ores or to the calculation of the Royalty.

(i) Any decision to place the Property into production shall be at the sole discretion of the Optionee, and the Optionee shall be under no obligation, and nothing in this Royalty Agreement shall be construed as creating an obligation upon the Optionee, to place the Property into production and, in the event the Property is placed into production and operated as a mine, the Optionee shall have the unfettered right to suspend or curtail any such operation as it in its sole discretion may determine.

(j) The Optionee agrees to maintain for each mining operation on the Property up to date and complete records relating to the production and sale of any product, including accounts, records, statements and returns relating to treatment and smelting arrangements of such product and Optionor or its authorized agent shall have the right at all reasonable times, including for a period of 12 months following the expiration or termination of this Royalty Agreement, to inspect such records, statements and returns and make copies thereof at its own expense for the purpose of verifying the amount of payments to be made by the Optionee to

Optionor pursuant hereto. Optionor shall have the right at its own expense to have such accounts audited by independent auditors once each Fiscal Year.

2. Sale of Royalty

Optionor shall have the right to sell, assign, transfer, convey or otherwise dispose of the total and entire Royalty to a third party, but not less than the total and entire Royalty. If Optionor wants to sell, assign, transfer, convey or otherwise dispose of the total and entire Royalty, the Optionee shall be entitled to a right of first refusal in respect thereof as follows:

(a) Optionor shall give written notice (an "**Offering Notice**") to the Optionee of its desire to sell, assign, transfer, convey, or otherwise dispose. The Offering Notice shall state the cash consideration and other terms on which the sale or other disposition is desired to be made by Optionor.

(b) The offer in the Offering Notice shall be open for acceptance for a period of 120 days (the "**Acceptance Period**") after receipt by the Optionee and is irrevocable during the Acceptance Period.

(c) If the Optionee advises Optionor within the Acceptance Period of its intention to purchase the entire Royalty, a binding agreement will result between the parties on such terms and conditions as set forth in the Offering Notice, *mutatis mutandis*, and closing, unless otherwise provided for in the Offering Notice, shall take place at a mutually agreeable date, time and place, such date to be not more than 30 days after the date of Optionor receipt of the Optionee's notice of acceptance, at which closing Optionor shall execute such assignments and such releases as the Optionee may reasonably request to fully transfer the Royalty to the Optionee, and the Optionee shall make such payments as are contemplated in the Offering Notice.

(d) If the Optionee advises the Optionor, in writing, within the Acceptance Period, that it does not intend to exercise its right of first refusal hereunder, or, does not within the Acceptance Period give written notice of such acceptance, in which case the Optionee will be deemed to have given written notice of its intention not to exercise their right of first refusal, Optionor shall be entitled to sell the Royalty at the same price and on the terms referred to in the Offering Notice, within a period of 60 days after the expiration of the Acceptance Period.

(e) If Optionor does not sell, assign, transfer, convey or otherwise dispose of the Royalty within the Acceptance Period, any subsequent sale, assignment, transfer, conveyance or other disposition of the same shall again be subject to all the provisions of this Section 2.

SCHEDULE D

HUDBAY ROYALTY AGREEMENT

[see attached]

THIS AGREEMENT made as of October 1, 1998.

BETWEEN:

HUDSON BAY MINING AND SMELTING CO., LIMITED, a Corporation incorporated under the laws of Canada.
(hereinafter called "**HBMS**")

OF THE FIRST PART

- and -

H. COYNE & SONS LTD., a Corporation incorporated under the laws of the laws of the Yukon Territory
(hereinafter called the "Purchaser")

OF THE SECOND PART

WHEREAS HBMS desires to sell to the Purchaser and the Purchaser desires to purchase from HBMS all of its right, title and interest in and to the Mineral Dispositions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the terms and conditions hereinafter contained and the sum of $2.00 now paid by the Purchaser to HBMS (receipt of which is hereby acknowledged) the parties hereto agree as follows:

1. DEFINITIONS

In this Agreement and in all schedules hereto the following words and terms where capitalized shall have the following meanings unless the context clearly indicates a contrary meaning:

(a) "Agreement" means this agreement between HBMS and the Purchaser, including all Schedules hereto and any documents incorporated by reference and other amendments as permitted hereunder, and the expressions "this Agreement", "herein", "hereto" and other similar expressions refer to all of this agreement, including the Schedules, any documents incorporated by reference and other amendments permitted hereunder, and not to any particular Article, Section or Subsection;

(b) "Commencement of Commercial Production" means the date upon which ore from the Mineral Dispositions is being milled for a period of 45 days within a 90 day period on a continuous basis at 75% of the rate projected in the feasibility report, if any, prepared by or for the Purchaser in respect of the Mineral Dispositions, or 180 days after the date on which ore from the Mineral Dispositions is first mined commercially, whichever shall first occur;

(c) "Environmental Laws" means all laws, statutes, regulations, ordinances, rules, requirements, policies, guidelines, by-laws, codes, orders, permits, directives, notices and approvals of all federal, territorial, provincial, municipal or local governmental or administrative authorities and related to environmental or occupational or public health or safety matters, or to the generation, handling, treatment, storage, transportation, disposal or clean up of pollutants, contaminants, hazardous or toxic substances, dangerous goods, ozone-depleting substances or other harmful substances or materials or to the reclamation, site rehabilitation, restoration, remediation, or other mine and related facilities closure requirements;

(d) "Expenditures" means all costs, expenses and charges, direct or indirect, incurred by the Purchaser, on, attributable or incidental to the Mineral Dispositions which qualify to maintain the Mineral Dispositions in good standing in according with the provisions of the Yukon Quartz Mining Act, and the regulations thereunder, including without limiting the generality of the foregoing, those relating to administration, overhead, registration, consulting, contracting, investigation, prospecting, exploration, sampling, metallurgical testing, and preparing all reports, tests and data;

(e) "Fiscal Year" means the financial reporting year of January 1 through December 31, inclusive;

(f) "Mineral Dispositions" means mining claims as listed in Schedule A

(g) "Royalty or Royalties" means net smelter return royalty set forth and described in Section 9.

2. REPRESENTATIONS

HBMS represents and warrants to the Purchaser that, as of the date of signing of this Agreement:

(a) it is the sole recorded and beneficial owner of all of its right, title and interest in and to the Mineral Dispositions and is in exclusive possession thereof;

(b) it has complied with all governmental rules and regulations, including Environmental Laws and the filing of all required assessment work pertaining to the Mineral Dispositions, and that the Mineral Dispositions are valid and subsisting and in good standing under all applicable laws, including the Environmental Laws;

(c) the Mineral Dispositions are free and clear of all registered liens, charges or encumbrances of any kind whatsoever subject to encumbrances registered against title;

(d) there are no pending or threatened actions, suits, claims or proceedings affecting the Mineral Dispositions;

(e) it has not entered into any agreements in respect of the Mineral Dispositions save for any agreements entered into with the Purchaser;

(f) all taxes, rates and assessments owing on the Mineral Dispositions have been paid and discharged in full;

(g) all rules, regulations and orders relating to the Mineral Dispositions or the Environmental Laws have been complied with;

(h) it has been duly created and organized under the laws of Canada and is validly subsisting and has all of the requisite corporate power and authorizations necessary to carry on its business and to enter into this Agreement;

(i) the execution of this Agreement and the compliance with its provisions by HBMS does not breach or contravene any provision of the constating documents, by-laws or resolutions of HBMS, or any license, permit, agreement or privilege of pursuant to which consent is necessary or which has not been obtained;

(j) HBMS is not, to its knowledge, a party to any actual judicial or administrative procedure which is materially adverse to this Agreement; and

(k) it is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).

The Purchaser represents and warrants to HBMS that, as of the date of signing of this Agreement:

(a) The Purchaser has all necessary corporate power and right to enter into this Agreement and to carry out their obligations hereunder;

(b) this Agreement has been duly authorized, executed and delivered by the Purchaser;

(c) the entering into of this Agreement and the consummation of the transactions contemplated hereby will not result in the violation of any of the terms or provisions of the constating documents of the Purchaser, or any by-laws of the Purchaser, or any minutes of or resolutions passed by the directors or shareholders of the Purchaser.

3. SALE

HBMS sells to the Purchaser and the Purchaser purchases from HBMS all of its right, title and interest in and to the Mineral Dispositions together with all of its mining rights appertaining thereto for the consideration and upon the terms and conditions hereinafter set forth.

4. COVENANT OF HBMS

HBMS during the term of this Agreement will not make any agreement whereby any third party may acquire any portion of its interest in the Royalty otherwise than in accordance with this Agreement.

5. COVENANTS OF THE PURCHASER

(a) Subject to Section 8, the Purchaser during the term of this Agreement, will maintain the Mineral Dispositions in good standing and submit assessment work with respect to expenditures.

(b) The Purchaser shall comply with all Environmental Laws in connection with the Mineral Dispositions and shall ensure that the Mineral Dispositions remain in compliance with all Environmental Laws from and after the date of this agreement.

6. CONSIDERATION

All monies referred to in this Agreement unless otherwise noted, are expressed in Canadian dollars. In addition to the Royalty, the consideration for the sale of the Mineral Dispositions shall be the sum of $100,000 payable by the Purchaser to HBMS within 30 days following the actual signing of this Agreement.

7. TRANSFERS

Forthwith upon the execution of this Agreement, HBMS shall deliver to the Purchaser good and sufficient transfers of the Mineral Dispositions which the Purchaser shall be entitled forthwith to register and record in its name, and upon recording thereof, will be sufficient to register the Purchaser as the sole recorded holder of all its right, title and interest in and to the Mineral Dispositions free of all registered liens, encumbrances, charges and claims of any nature or kind whatsoever, subject to encumbrances registered against title and except for the rights of HBMS hereunder. HBMS shall execute and deliver to the Purchaser all documents, and shall do or cause to be made all such further actions in order to properly register the transfers and title in the names of the Purchaser.

8. THE PURCHASERS' RIGHT TO RELEASE PROPERTY

(a) The Purchaser shall, in its sole discretion, upon written notice to HBMS, have the right to sell or release from the provisions of this Agreement from time to time any or all of the mining claims forming the Mineral Dispositions, provided that neither the Purchaser nor any of its officers or directors shall (either directly or indirectly, whether in person or in conjunction with any other person or persons) prospect, stake or otherwise acquire an interest in the area covered by such released mining claims or part thereof until at least ninety (90) days after the expiry of such released mining claims or part thereof.

(b) Except for the ninety (90) day restriction in Subsection 8(a), the Purchaser shall have no further liabilities or obligations with respect to such sold or released mining claims or part thereof, and thereafter all references herein to Mineral Dispositions shall not refer to any such sold or released mining claims or part thereof.

9. HBMS ROYALTY

(a) HBMS is entitled to a Royalty consisting of one and one-half (1 1/2%) percent of the net proceeds actually paid to the Purchaser from the sale by the Purchaser of minerals mined and removed from the Mineral Dispositions after the Commencement of Commercial Production, after deduction of all

reasonable costs, charges and expenses to the Purchaser, both direct and indirect, including the following:

(i) custom smelting costs, treatment charges and penalties including, but not limited to, metal losses, penalties for impurities and charges for refining, selling and handling by the smelter, refinery or other purchaser; provided, however, in the case of leaching operations or other solution mining techniques, where the metal being treated is precipitated or otherwise directly derived from such leach solution, all processing and recovery costs incurred, beyond the point at which metal being treated is in solution, shall be considered treatment charges; and

(ii) costs of handling, transporting and insuring ores, minerals and other materials or concentrates from the Mineral Dispositions or from a concentrator, whether situated on or off the Mineral Dispositions, to a smelter, refinery or other place of treatment; and

(iii) ad valorem taxes and taxes based upon production, but not income taxes.

(b) The Purchaser shall calculate, as at the end of each applicable quarter of the Fiscal Year, the Royalty.

(c) The Purchaser shall within 60 days of the end of each quarter of the Fiscal Year, as and when any Royalty is available for distribution:

(i) pay or cause to be paid to HBMS the Royalty to which it is entitled pursuant hereto; and

(ii) deliver to HBMS a statement indicating in reasonable detail, the calculation of the Royalty payable for such quarter.

(d) Nothing contained in this Agreement shall be construed as conferring on HBMS any right to or interest in any Mineral Dispositions, except the right to receive the Royalty from the Purchaser as and when due.

(e) Within 120 days after the end of each Fiscal Year for which the Royalty is payable to HBMS, the records relating to the calculation of the Royalty for such year shall be audited by the Purchaser's auditors and any resulting adjustments in the payment of the Royalty to HBMS shall be made forthwith after completion of the audit.

(f) All payments of the Royalty to HBMS shall be deemed final and in full satisfaction of all obligations of the Purchaser in respect thereof if such payments or the calculation thereof are not disputed by HBMS within 120 days after receipt of the audited statement.

(g) The Purchaser may remove reasonable quantities of ore and rock from the Mineral Dispositions for the purpose of bulk sampling and of testing, up to the maximum of 10,000 tonnes, and there shall be no Royalty payable to HBMS with respect thereto, unless revenues are derived therefrom.

(h) The Purchaser shall have the right to commingle with ore from the Mineral Dispositions, any ore produced from other properties owned or controlled by the Purchaser, or any other parties, provided that the Purchaser shall employ and adopt reasonable practices and procedures for weighing, sampling and assaying in order to determine the amounts of products derived from, or attributable to, ore mined or produced from the Mineral Dispositions. The Purchaser shall maintain accurate records of the results of such sampling, weighing and assaying with respect to any ore mined and produced from the Mineral Dispositions. HBMS or its authorized agent shall be permitted the right to examine at all reasonable times such records pertaining to commingling of ores or to the calculation of the Royalty.

(i) Any decision to place the Mineral Dispositions into production shall be at the sole discretion of the Purchaser, and the Purchaser shall be under no obligation, and nothing in this Agreement shall be construed as creating an obligation upon the Purchaser, to place the Mineral Dispositions into production and, in the event the Mineral Dispositions are placed into production and operated as a mine, the Purchaser shall have the unfettered right to suspend or curtail any such operation as it in its sole discretion may determine.

(j) The Purchaser agrees to maintain for each mining operation on the Mineral Dispositions up to date and complete records relating to the production and sale of any product, including accounts, records, statements and returns relating to treatment and smelting arrangements of such product and HBMS or its authorized agent shall have the right at all reasonable times, including for a period of 12 months following the expiration or termination of this Agreement, to inspect such records, statements and returns and make copies thereof at its own expense for the purpose of verifying the amount of payments to be made by the Purchaser to HBMS pursuant hereto. HBMS shall have the right at its own expense to have such accounts audited by independent auditors once each Fiscal Year.

10. SALE OF ROYALTY

HBMS shall have the right to sell, assign, transfer, convey or otherwise dispose of the total and entire Royalty to a third party, but not less than the total and entire Royalty. If HBMS wants to sell, assign, transfer, convey or otherwise dispose of the total and entire Royalty, the Purchaser shall be entitled to a right of first refusal in respect thereof as follows:

(a) HBMS shall give written notice (hereafter called the "Offering Notice") to the Purchaser of its desire to sell. The Offering Notice shall state the cash consideration and other terms on which the sale or other disposition is desired to be made by HBMS.

(b) The offer in the Offering Notice shall be open for acceptance for a period of 120 days (herein called the "Acceptance Period") after receipt by the Purchaser and is irrevocable during the Acceptance Period.

(c) If the Purchaser advises HBMS within the Acceptance Period of its intention to purchase the entire Royalty, a binding agreement will result between the parties on such terms and conditions as set forth in the Offering Notice, and closing, unless otherwise provided for in the Offering Notice, shall take place at a mutually agreeable date, time and place, such date to be not more than 30 days after the date of HBMS receipt of the Purchaser's notice of acceptance, at which closing HBMS shall execute such assignments and such releases as the Purchaser may reasonably request to fully transfer the Royalty to the Purchaser, and the Purchaser shall make such payments as are contemplated in the Offering Notice.

(d) If the Purchasers advise HBMS, in writing, within the Acceptance Period, that it does not intend to exercise its right of first refusal hereunder, or, does not within the Acceptance Period give written notice of such acceptance, in which case the Purchaser will be deemed to have given written notice of its intention not to exercise their right of first refusal, HBMS shall be entitled to sell the Royalty at the same price and on the terms referred to in the Offering Notice, within a period of 60 days after the expiration of the Acceptance Period.

(e) If HBMS does not sell, assign, transfer, convey or otherwise dispose of the Royalty within the Acceptance Period, any subsequent sale, assignment, transfer, conveyance or other disposition of the same shall again be subject to all the provisions of this Section 10.

11. RELATIONSHIP

This Agreement shall not be construed to create a partnership or the relationship of principal and agent or any other similar relationship between HBMS and the Purchaser.

12. ARBITRATION

In the event of any dispute between HBMS and the Purchaser with respect to this Agreement or any matter governed by this Agreement which HBMS and the Purchaser are unable to resolve, the matter shall be decided by arbitration as follows:

The party desiring arbitration shall nominate one arbitrator and shall notify the other party of such nomination and the other party shall within 30 days after receiving such notice nominate one arbitrator, and the two arbitrators shall select an umpire to act jointly with them. If these arbitrators shall be unable to agree upon the selection of such umpire, the umpire shall be designated by any Justice of the Court of Queen's Bench of Yukon Territory. If the party receiving the notice of nomination of an arbitrator by the party desiring arbitration fails within this 30 day period to nominate an arbitrator, the arbitrator nominated by the party desiring arbitration may proceed alone to determine the dispute. Any decision reached pursuant to this Section 12 shall be final and binding upon the parties. Insofar as they do not conflict with the provisions hereof, the provisions of The Arbitration Act Yukon Territory as amended from time to time shall be applicable.

13. CONFIDENTIALITY

All information, data and results relating to or derived from the Mineral Dispositions and operations thereon that HBMS may receive or become aware of through the provisions of this Agreement, or otherwise, shall be kept confidential and shall not be disclosed or used in any manner by HBMS, except as required under the compulsion of law or as otherwise contemplated by this Agreement.

14. NOTICE

(a) Any notice, document, cheque or thing required or permitted to be given or delivered hereunder shall be deemed to be properly given or delivered if:

(i) delivered in person and left with any person who must be an employee of the party receiving such notice at the relevant address set forth below;

(ii) sent in a prepaid registered letter deposited in a post office;

(iii) or by facsimile received or telexed confirmed;
if to HBMS, addressed to:

Hudson Bay Mining and Smelting Co., Limited
[Address Redacted]

Attention: Vice President, Exploration
Fax No.: [Fax No. Redacted]

with copy to:

Hudson Bay Mining and Smelting Co., Limited
[Address Redacted]

Attention: General Counsel
Fax No.: [Fax No. Redacted]

and if to the Purchaser, addressed to:

H. Coyne & Sons Ltd.
[Address Redacted]

Attention: President, Jim Coyne

Any notice or delivery so given shall be deemed to have been given and received on actual receipt of the letter, facsimile received or telex or on the day of delivery in person as the case may be (provided that such day is a business day and, if it is not, on the following business day).

(b) Any party may from time to time by notice in writing delivered in accordance with the provisions of Section 14(a) hereof change its address for the purposes of this Section 14.

(c) Any payment that the Purchaser shall make to HBMS hereunder shall be deemed to have been properly made if a cheque payable to HBMS in the amount thereof, has been delivered to HBMS in accordance with the provisions of this Section 14, unless such cheque is not honoured on presentation for payment.

15. TIME OF ESSENCE

Time shall be of the essence hereof.

16. FORCE MAJEURE

The time or times within which payments may or shall be made hereunder and all other time limitations hereunder shall be extended for a period of time equal to the total of all periods of time during which the Purchaser is prevented from or seriously impeded in doing any prospecting, exploration, development and/or other mining work in, on or under the Mineral Dispositions by reason of fires, power shortages, strikes, walk-outs, inability to obtain suitable machinery, labour or supplies, wars, riots, acts of God or the Queen's enemies, actions by aboriginal peoples or environmentalists, interference by civil or military authorities, litigation, governmental regulations or any other cause or causes (whether or not of the same class or kind as those enumerated above) beyond the reasonable control of the Purchaser. The Purchaser shall provide HBMS prompt notice of the beginning of the force majeure and the end of the period of force majeure in accordance with the terms of Section 14 hereof.

17. ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations and agreements and contains the entire understanding between the parties hereto, and may be modified only by instrument in writing signed by the party against which the modification is asserted.

18. INDEMNITY

HBMS and the Purchaser agree to indemnify and save the other harmless from all claims, charges, suits, liens, costs, damages, penalties, or other liabilities of any kind whatsoever suffered or incurred by a party and which arise out of or are incidental to a breach of any warranty, covenant, representation, term, or condition of this Agreement by HBMS or the Purchaser, as the case may be.

19. FURTHER ASSURANCES

The Purchaser and HBMS agree that both before and after the termination of this Agreement they will execute all documents and do all acts and things as the other party may reasonably request and as may be lawful and within their power to do to carry out the intent of this Agreement.

20. ASSIGNMENT

HBMS may, at its sole discretion, transfer, assign, or convey its rights and obligations in this Agreement to HUDSON BAY EXPLORATION & DEVELOPMENT COMPANY LIMITED or any other affiliate of HBMS. Otherwise this Agreement and the rights and obligations of the parties hereto shall not be transferred, assigned or conveyed without the prior written consent of the other party, such consent not to be unreasonably withheld, except as specifically contemplated herein.

21. JURISDICTION

This Agreement shall be governed by the laws of the Yukon Territory and the parties hereto submit to such jurisdiction.

22. HEADINGS

The headings herein are inserted for convenience of reference only and shall not be used in interpreting or construing this Agreement.

23. ENUREMENT

This Agreement shall enure to and be binding upon HBMS, and its successors and assigns, and shall enure to and be binding upon the Purchaser, and its successors, successors in title to to the Mineral Disposations and assigns.

24. SURVIVAL

The parties hereto agree that all covenants, representations, warranties, terms and conditions contained in this Agreement shall not merge on closing or upon thedelivery of any documents contemplated herein, but shall survive thereafter.

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

Hudson Bay Mining & Smelting Co., Limited

"Signed"

Per: _____
V.P., Exploration

"Signed"

Per: _____
General Counsel & Corporate Secretary

H. Coyne & Sons Ltd.

"Signed"

Per: _____
President

This is Schedule A to the Agreement
dated September 1, 1998
between
Hudson Bay Mining and Smelting Co., Limited
and
H. Coyne & Sons Ltd.

CLAIM NAME	GRANT NUMBERS	MINING DISTRICT
ZIRCON 2	64183	Whitehorse
BONZO	72699	Whitehorse
BORNITE 1 - 2	73783 - 73784	Whitehorse
ZIRCON 4	74157	Whitehorse
EMILY 1 - 2	75709 - 75710	Whitehorse
GLADYS 3 - 4	75711 - 75712	Whitehorse
CAMERON 1	75982	Whitehorse
BOB 3	76094	Whitehorse
BOB 5 - 6	76096 - 76097	Whitehorse
MARGARET 1	76178	Whitehorse
DOROTHY 2	76179	Whitehorse
BETTY 3	76180	Whitehorse
TESS 1 - 4	76395 - 76398	Whitehorse
KEN 1	76403	Whitehorse
HEATHER 1 - 4	76497 - 76500	Whitehorse
BILL 1 - 8	76770 - 76777	Whitehorse
PARKE 1 - 3	77664 - 77666	Whitehorse
LEY 1 - 4	82027 - 82030	Whitehorse
PITT 4	85088	Whitehorse
JAN 1	85566	Whitehorse
PETER 3 - 4	85745 - 85746	Whitehorse
IT 1 - 2	85848 - 85849	Whitehorse
EMIDELL 12 - 13	91827 - 91828	Whitehorse
EMIDELL 14	91879	Whitehorse
PARKE 4	Y 12210	Whitehorse
PITT 5	Y 20334	Whitehorse
TESS 7 - 8	Y 29677 - Y 29678	Whitehorse
BILL 9 - 11	Y 52111 - Y 52113	Whitehorse
PARKE 5	Y 52114	Whitehorse
EMILY 3 - 4	Y 52115 - Y 52116	Whitehorse

TOTAL OF 59 CLAIMS

MINING LEASE	NUMBER	MINING DISTRICT
PETER 1	76778	Whitehorse
PETER 2	76779	Whitehorse
PETER 1	85743	Whitehorse
PETER 2	85744	Whitehorse
ORO 1	73893	Whitehorse
ORO 2	73894	Whitehorse
ORO 3	73895	Whitehorse
ORO 4	73896	Whitehorse
ORO 5	73897	Whitehorse

TOTAL OF 9 MINING LEASES

CROWN GRANTS	LOT NO.	MINING DISTRICT
BEST CHANCE	48	Whitehorse
VERONA	115	Whitehorse
LITTLE JONNIE	129	Whitehorse
ARCTIC CHIEF	51	Whitehorse
EMPRESS OF INDIA	61	Whitehorse
GRAFTER	63	Whitehorse
IRON HORSE	145	Whitehorse
PUEBLO	54	Whitehorse
PUEBLO #2	78	Whitehorse
PUEBLO #3	79	Whitehorse
PUEBLO #4	80	Whitehorse
PUEBLO #5	81	Whitehorse
PUEBLO EXTENSION	82	Whitehorse
PUEBLO STAR	83	Whitehorse
CARLISLE	49	Whitehorse
TAMARAC	50	Whitehorse
RETRIBUTION	55	Whitehorse
BLUE BELL	64	Whitehorse

TOTAL OF 18 CROWN GRANTS

SCHEDULE E

LOBO ROYALTY AGREEMENT

[see attached]

THIS AGREEMENT MADE AS OF March 3, 1998.

BETWEEN

HUDSON BAY MINING AND SMELTING CO.,LIMITED, a CORPORATION incorporated under the laws of Canada (hereinafter called "HBMS")

OF THE FIRST PART

-and-

LOBO DEL NORTE LTD., a CORPORATION incorporated under the laws of the Yukon Territory (hereinafter called the "Purchaser")

OF THE SECOND PART

WHEREAS HBMS is the sole recorded and beneficial owner of certain Mineral Dispositions (as hereinafter defined);

AND WHEREAS HBMS desires to sell to the Purchaser and the Purchaser desires to purchase from HBMS the Mineral Dispositions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the terms and conditions hereinafter contained and the sum of $2.00 now paid by the Purchaser to HBMS (receipt of which is hereby acknowledged) the parties hereto agree as follows:

1. DEFINITIONS

in this Agreement and in all schedules hereto the following words and terms where capitalized shall have the following meanings unless the context clearly indicates a contrary meaning:

(a) "Agreement" means this agreement between HBMS and the Purchaser, including all Schedules hereto and any documents incorporated by reference and other amendments as permitted hereunder, and the expressions "this Agreement", "herein", "hereto", and other similar expressions refer to all of this agreement, including the Schedules, any documents incorporated by reference and other amendments permitted hereunder, and not to any particular Article, Section or Subsection;

(b) "Commencement of Commercial Production" means the date upon which ore from the Mineral Dispositions is being milled for a period of 45 days within a 90 day period on a continuous basis at 75% of the rate projected in the feasibility report, if any, prepared by or for the Purchaser in respect of the Mineral Dispositions, or 180 days after the date on which ore from the Mineral Dispositions is first mined commercially, whichever shall first occur;

(c) "Environmental Laws" means all laws, statutes, regulations, ordinances, rules, requirements, policies, guidelines, by-laws, codes, orders, permits, directives, notices and approvals of all federal, territorial, provincial, municipal or local governmental or administrative authorities and related to environmental or occupational or public health or safety matters, or to the generation, handling, treatment, storage, transportation, disposal or clean up of pollutants, contaminants, hazardous or toxic substances, dangerous goods, ozone-depleting substances or other harmful substances or materials or to the reclamation, site rehabilitation, restoration, remediation, or other mine and related facilities closure requirements;

(d) "Expenditures" means all costs, expenses and charges, direct or indirect, incurred by the Purchaser, on, attributable or incidental to the Mineral Dispositions which qualify to maintain the Mineral Dispositions in good standing in according with the provisions of the Yukon Quartz Mining Act, and the regulations thereunder, including without limiting the generality of the foregoing, those relating to administration, overhead, registration, consulting, contracting, investigation, prospecting, exploration, sampling, metallurgical testing, and preparing all reports, tests and data;

(e) "Fiscal Year" means the financial reporting year of January 1 through December 31, inclusive;

(f) "Mineral Dispositions" means mining claims as listed in Schedule A

(g) "Royalty or Royalties" means net smelter return royalty set forth and described in Section 12.

2. REPRESENTATIONS

HBMS represents and warrants to the Purchaser that, as of the date of signing of this Agreement:

(a) it is the sole recorded and beneficial owner of the Mineral Dispositions and is in exclusive possession thereof;

(b) it has complied with all governmental rules and regulations, including Environmental Laws and the filing of all required assessment work pertaining to the Mineral Dispositions, and that the Mineral Dispositions are valid and subsisting and in good standing under all applicable laws, including the Environmental Laws;

(c) the Mineral Dispositions are free and clear of all liens, charges or encumbrances of any kind whatsoever;

(d) there are no pending or threatened actions, suits, claims or proceedings affecting the Mineral Dispositions;

(e) it has not entered into any agreements in respect of the Mineral Dispositions save for any agreements entered into with the Purchaser;

(f) all taxes, rates and assessments owing on the Mineral Dispositions have been paid and discharged in full;

(g) all rules, regulations and orders relating to the Mineral Dispositions or the Environmental Laws have been complied with;

(h) it has been duly created and organized under the laws of Canada and is validly subsisting and has all of the requisite corporate power and authorizations necessary to carry on its business and to enter into this Agreement;

(i) the execution of this Agreement and the compliance with its provisions by HBMS does not breach or contravene any provision of the constating documents, by-laws or resolutions of HBMS, or any license, permit, agreement or privilege of pursuant to which consent is necessary or which has not been obtained;

(j) HBMS is not, to its knowledge, a party to any actual judicial or administrative procedure which is materially adverse to this Agreement; and

(k) it is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).

The Purchaser represents and warrants to HBMS that, as of the date of signing of this Agreement:

(a) The Purchaser has all necessary corporate power and right to enter into this Agreement and to carry out their obligations hereunder;

(b) this Agreement has been duly authorized, executed and delivered by the Purchaser;

(c) the entering into of this Agreement and the consummation of the transactions contemplated hereby will not result in the violation of any of the terms or provisions of the constating documents of the Purchaser, or any by-laws of the Purchaser, or any minutes of or resolutions passed by the directors or shareholders of the Purchaser.

3. SALE

HBMS sells to the Purchaser and the Purchaser purchases from HBMS the Mineral Dispositions together with all mining rights appertaining thereto for the consideration and upon the terms and conditions hereinafter set forth.

4. COVENANT OF HBED

HBMS during the term of this Agreement will not make any agreement whereby any third party may acquire any portion of its interest in the Royalty otherwise than in accordance with this Agreement.

5. COVENANTS OF THE PURCHASER

(a) Subject to Section 9, the Purchaser during the term of this Agreement, will maintain the Mineral Dispositions in good standing and submit assessment work with respect to expenditures.

(b) The Purchaser shall comply with all Environmental Laws in connection with the Mineral Dispositions and shall ensure that the Mineral Dispositions remain in compliance with all Environmental Laws from and after the date of this agreement.

6. CONSIDERATION

All monies referred to in this Agreement unless otherwise noted, are expressed in Canadian dollars. In addition to the Royalty, the consideration for the sale of the Mineral Dispositions shall be the sum of $20,000 payable by the Purchaser to HBMS within 30 days following the actual signing of this Agreement.

7. TRANSFERS

Forthwith upon the execution HBMS shall deliver to the Purchaser good and sufficient transfers of the Mineral Dispositions which the Purchaser shall be entitled forthwith to register and record in its name, and upon recording thereof, will be sufficient to register the Purchaser as the sole recorded holder of the Mineral Dispositions free of all liens, encumbrances, charges and claims of any nature or kind whatsoever, except for the rights of HBMS hereunder. HBMS shall execute and deliver to the Purchaser all documents, and shall do or cause to be made all such further actions in order to properly register the transfers and title in the names of the Purchaser.

8. PROGRAMS, TESTING AND RECORDS

The Purchaser shall be entitled:

(a) to do such work and conduct such programs on and under the Mineral Dispositions as the Purchaser shall in its sole discretion from time to time deems advisable;

(b) to remove from the Mineral Dispositions such materials for analysis and testing as the Purchaser shall in its sole discretion deem advisable to a maximum of 10,000 tonnes, but no more, exclusive of waste material removed to gain access to any deposit for such analysis and testing; and

(c) to have quiet and exclusive possession of the Mineral Dispositions from the date hereof;

9. THE PURCHASERS' RIGHT TO RELEASE PROPERTY

(a) The Purchaser shall, in its sole discretion, upon written notice to HBMS, have the right to release from the provisions of this Agreement from time to time any or all of the mining claims forming the Mineral Dispositions, provided that neither the Purchaser nor any of its officers or directors shall (either directly or indirectly, whether in person or in conjunction with any other person or persons) prospect, stake or otherwise acquire an interest in the area covered by such released mining claims or part thereof until at least ninety (90) days after the expiry of such released mining claims or part thereof.

(b) Except for the ninety (90) day restriction in Subsection 9(a), the Purchaser shall have no further liabilities or obligations with respect to such released mining claims or part thereof, and thereafter all references herein to Mineral Dispositions shall not refer to any such released mining claims or part thereof.

10. HBMS ROYALTY

(a) HBMS is entitled to a Royalty consisting of two (2%) percent of the net proceeds actually paid to the Purchaser from the sale by the Purchaser of minerals mined and removed from the Mineral Dispositions after the Commencement of Commercial Production, after deduction of all reasonable costs, charges and expenses to the Purchaser, both direct and indirect, including the following:

(i) custom smelting costs, treatment charges and penalties including, but not limited to, metal losses, penalties for impurities and charges for refining, selling and handling by the smelter, refinery or other purchaser; provided, however, in the case of leaching operations or other solution mining techniques, where the metal being treated is precipitated or otherwise directly derived from such leach solution, all processing and recovery costs incurred, beyond the point at which metal being treated is in solution, shall be considered treatment charges; and

(ii) costs of handling, transporting and insuring ores, minerals and other materials or concentrates from the Mineral Dispositions or from a concentrator, whether situated on or off the Mineral Dispositions, to a smelter, refinery or other place of treatment; and

(iii) ad valorem taxes and taxes based upon production, but not income taxes.

(b) The Purchaser shall calculate, as at the end of each applicable quarter of the Fiscal Year, the Royalty.

(c) The Purchaser shall within 60 days of the end of each quarter of the Fiscal Year, as and when any Royalty is available for distribution:

(i) pay or cause to be paid to HBMS the Royalty to which it is entitled pursuant hereto; and

(ii) deliver to HBMS a statement indicating in reasonable detail, the calculation of the Royalty payable for such quarter.

(d) Nothing contained in this Agreement shall be construed as conferring on HBMS any right to or interest in any Mineral Dispositions, except the right to receive the Royalty from the Purchaser as and when due.

(e) Within 120 days after the end of each Fiscal Year for which the Royalty is payable to HBMS, the records relating to the calculation of the Royalty for such year shall be audited by the Purchaser's auditors and any resulting adjustments in the payment of the Royalty to HBMS shall be made forthwith after completion of the audit.

(f) All payments of the Royalty to HBMS shall be deemed final and in full satisfaction of all obligations of the Purchaser in respect thereof if such payments or the calculation thereof are not disputed by HBMS within 120 days after receipt of the audited statement.

(g) The Purchaser may remove reasonable quantities of ore and rock from the Mineral Dispositions for the purpose of bulk sampling and of testing, up to the maximum of 10,000 tonnes as set forth in Subsection 8(b), and there shall be no Royalty payable to HBMS with respect thereto, unless revenues are derived therefrom.

(h) The Purchaser shall have the right to commingle with ore from the Mineral Dispositions, any ore produced from other properties owned or controlled by the Purchaser, or any other parties, provided that the Purchaser shall employ and adopt reasonable practices and procedures for weighing, sampling and assaying in order to determine the amounts of products derived from, or attributable to, ore mined or produced from the Mineral

Dispositions. The Purchaser shall maintain accurate records of the results of such sampling, weighing and assaying with respect to any ore mined and produced from the Mineral Dispositions. HBMS or its authorized agent shall be permitted the right to examine at all reasonable times such records pertaining to commingling of ores or to the calculation of the Royalty.

(i) Any decision to place the Mineral Dispositions into production shall be at the sole discretion of the Purchaser, and the Purchaser shall be under no obligation, and nothing in this Agreement shall be construed as creating an obligation upon the Purchaser, to place the Mineral Dispositions into production and, in the event the Mineral Dispositions are placed into production and operated as a mine, the Purchaser shall have the unfettered right to suspend or curtail any such operation as it in its sole discretion may determine.

(j) The Purchaser agrees to maintain for each mining operation on the Mineral Dispositions up to date and complete records relating to the production and sale of any product, including accounts, records, statements and returns relating to treatment and smelting arrangements of such product and HBMS or its authorized agent shall have the right at all reasonable times, including for a period of 12 months following the expiration or termination of this Agreement, to inspect such records, statements and returns and make copies thereof at its own expense for the purpose of verifying the amount of payments to be made by the Purchaser to HBMS pursuant hereto. HBMS shall have the right at its own expense to have such accounts audited by independent auditors once each Fiscal Year.

11. SALE OF ROYALTY

HBMS shall have the right to sell, assign, transfer, convey or otherwise dispose of the total and entire Royalty to a third party, but not less than the total and entire Royalty. If HBMS wants to sell, assign, transfer, convey or otherwise dispose of the total and entire Royalty, the Purchaser shall be entitled to a right of first refusal in respect thereof as follows:

(a) HBMS shall give written notice (hereafter called the "Offering Notice") to the Purchaser of its desire to sell. The Offering Notice shall state the cash consideration and other terms on which the sale or other disposition is desired to be made by HBMS.

(b) The offer in the Offering Notice shall be open for acceptance for a period of 120 days (herein called the "Acceptance Period") after receipt by the Purchaser and is irrevocable during the Acceptance Period.

(c) If the Purchaser advises HBMS within the Acceptance Period of its intention to purchase the entire Royalty, a binding agreement will result between the parties on such terms and conditions as set forth in the Offering Notice, and closing, unless otherwise provided for in the Offering Notice, shall take place at a mutually agreeable date, time and place, such date to be not more than 30 days after the date of HBMS receipt of the Purchaser's notice of acceptance, at which closing HBMS shall execute such assignments and such releases as the Purchaser may reasonably request to fully transfer the Royalty to the Purchaser, and the Purchaser shall make such payments as are contemplated in the Offering Notice.

(d) If the Purchasers advise HBMS, in writing, within the Acceptance Period, that it does not intend to exercise its right of first refusal hereunder, or, does not within the Acceptance Period give written notice of such acceptance, in which case the Purchaser will be deemed to have given written notice of its intention not to exercise their right of first refusal, HBMS shall be entitled to sell the Royalty at the same price and on the terms referred to in the Offering Notice, within a period of 60 days after the expiration of the Acceptance Period.

(e) If HBMS does not sell, assign, transfer, convey or otherwise dispose of the Royalty within the Acceptance Period, any subsequent sale, assignment, transfer, conveyance or other disposition of the same shall again be subject to all the provisions of this Section 11.

12. RELATIONSHIP

This Agreement shall not be construed to create a partnership or the relationship of principal and agent or any other similar relationship between HBMS and the Purchaser.

13. ARBITRATION

In the event of any dispute between HBMS and the Purchaser with respect to this Agreement or any matter governed by this Agreement which HBMS and the

Purchaser are unable to resolve, the matter shall be decided by arbitration as follows:

The party desiring arbitration shall nominate one arbitrator and shall notify the other party of such nomination and the other party shall within 30 days after receiving such notice nominate one arbitrator, and the two arbitrators shall select an umpire to act jointly with them. If these arbitrators shall be unable to agree upon the selection of such umpire, the umpire shall be designated by any Justice of the Court of Queen's Bench of Yukon Territory. If the party receiving the notice of nomination of an arbitrator by the party desiring arbitration fails within this 30 day period to nominate an arbitrator, the arbitrator nominated by the party desiring arbitration may proceed alone to determine the dispute. Any decision reached pursuant to this Section 15 shall be final and binding upon the parties. Insofar as they do not conflict with the provisions hereof, the provisions of The Arbitration Act Yukon Territory as amended from time to time shall be applicable.

14. CONFIDENTIALITY

All information, data and results relating to or derived from the Mineral Dispositions and operations thereon that HBMS may receive or become aware of through the provisions of this Agreement, or otherwise, shall be kept confidential and shall not be disclosed or used in any manner by HBMS, except as required under the compulsion of law or as otherwise contemplated by this Agreement.

15. NOTICE

(a) Any notice, document, cheque or thing required or permitted to be given or delivered hereunder shall be deemed to be properly given or delivered if:

(i) delivered in person and left with any person who must be an employee of the party receiving such notice at the relevant address set forth below;

(ii) sent in a prepaid registered letter deposited in a post office;

(iii) or by facsimile received or telexed confirmed; if to HBMS, addressed to:

Hudson Bay Mining and Smelting Co., Limited
[Address Redacted]

Attention: Vice President, Exploration
Fax No.: [Fax No. Redacted]

With copy to:

Hudson Bay Mining and Smelting Co., Limited
[Address Redacted]

Attention: General Counsel
Fax No.: [Fax No. Redacted]

And if to the Purchaser, addressed to:

Lobo Del Norte Ltd.
[Address Redacted]

Attention: President, Barry Ernewein

Any notice or delivery so given shall be deemed to have been given and received On actual receipt of the letter, facsimile received or telex or on the day of the delivery in person as the case may be (provided that such day is a business day and, if it is not, on the following business day).

(b) Any party may from time to time by notice in writing delivered in accordance with provisions of Section 15(a) hereof change its address for the purposes of this Section 15.

(c) Any payment that the Purchaser shall make to HBMS hereunder shall be deemed to have been properly made if a cheque payable to HBMS in the amount thereof, has been delivered to HBMS in accordance with the provisions of this Section 15, unless such cheque is not honoured on presentation for payment.

16. TIME OF ESSENCE

Time shall be of the essence hereof.

17. FORCE MAJEURE

The time or times within which payments may or shall be made hereunder and all other time limitations hereunder shall be extended for a period of time equal to the total of all periods of time during which the Purchaser is prevented from or seriously impeded in doing any prospecting, exploration, development and/or other mining work in, on or under the Mineral Dispositions by reason of fires, power shortages, strikes, walk-outs, inability to obtain suitable machinery, labour or supplies, wars, riots, acts of God or the Queen's enemies, actions by aboriginal peoples or environmentalists, interference by civil or military authorities, litigation, governmental regulations or any other cause or causes (whether or not of the same class or kind as those enumerated above) beyond the reasonable control of the Purchaser. The Purchaser shall provide HBMS prompt notice of the beginning of the force majeure and the end of the period of force majeure in accordance with the terms of Section 15 hereof.

18. ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations and agreements and contains the entire understanding between the parties hereto, and may be modified only by instrument in writing signed by the party against which the modification is asserted.

19. INDEMNITY

HBMS and the Purchaser agree to indemnify and save the other harmless from all claims, charges, suits, liens, costs, damages, penalties, or other liabilities of any kind whatsoever suffered or incurred by a party and which arise out of or are

incidental to a breach of any warranty, covenant, representation, term, or condition of this Agreement by HBMS or the Purchaser, as the case may be.

20. FURTHER ASSURANCES

The Purchaser and HBMS agree that both before and after the termination of this Agreement they will execute all documents and do all acts and things as the other party may reasonably request and as may be lawful and within their power to do to carry out the intent of this Agreement.

21. ASSIGNMENT

HBMS may, at its sole discretion, transfer, assign, or convey its rights and obligations in this Agreement to HBED or any other affiliate of HBMS. Otherwise this Agreement and the rights and obligations of the parties hereto shall not be transferred, assigned or conveyed without the prior written consent of the other party, such consent not to be unreasonably withheld, except as specifically contemplated herein.

22. JURISDICTION

This Agreement shall be governed by the laws of the Yukon Territory and the parties hereto submit to such jurisdiction.

23. HEADINGS

The headings herein are inserted for convenience of reference only and shall not be used in interpreting or construing this Agreement.

24. ENUREMENT

This Agreement shall enure to and be binding upon HBMS and shall enure to and be jointly and severally binding upon the Purchaser and the respective successors and assigns of HBMS and the Purchaser.

25. SURVIVAL

The parties hereto agree that all covenants, representations, warranties, terms and conditions contained in this Agreement shall not merge on closing or upon the delivery of any documents contemplated herein, but shall survive thereafter.

IN WITNESSETH WHEREOF the parties hereto have executed this Agreement as the day and year first above written.

Hudson Bay Mining & Smelting Co., Limited

"Signed"

Per: _____
General Counsel & Corp. Secretary

"Signed"

Per: _____
Vice President, Exploration

LOBO DEL NORTE LTD.

"Signed"

Per: _____
President

Schedule A to the Agreement
Dated March 3, 1998
between
Hudson Bay Mining and Smelting Co., Limited
and
Lobo Del Norte Ltd.

CLAIM NAME	GRANT NUMBERS	MINING DISTRICT
GEM 2	75221	Whitehorse
GEM 1	75346	Whitehorse
GEM 3	75474	Whitehorse
SUE 1-4	75653-56	Whitehorse
JIM 9-14	85337-42	Whitehorse
JIM 27-30	85355-58	Whitehorse
JIM 35-36	85363-64	Whitehorse
JIM 38	85366	Whitehorse
ACE 30	85476	Whitehorse
DENNIS 1	91274	Whitehorse
DENNIS 3	91289	Whitehorse
DENNIS 5	91291	Whitehorse
DENIS 9	Y25815	Whitehorse
JIM 38	Y37220	Whitehorse
LOBO 1	YB12802	Whitehorse

TOTAL OF 27 CLAIMS

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made effective as of the 22nd day of August, 2022.

BETWEEN:

H. COYNE & SONS LTD., a company incorporated under the laws of the Yukon.

(the "**Assignee**")

- and -

LOBO DEL NORTE LTD., a company incorporated under the laws of the Yukon.

(the "**Assignor**")

WHEREAS:

A. Hudbay Minerals Inc. ("**Hudbay**") and Assignor have entered into an agreement made as of March 3, 1998 (the "**Lobo Del Norte Agreement**") pursuant to which Hudbay agreed to sell to Assignor and Assignor agreed to purchase from Hudbay all of its right, title and interest in and to the Mineral Dispositions, subject to the Royalty, and to the other terms and conditions provided therein.

B. Assignor wishes to enter into an assignment agreement pursuant to which it shall assign all of its rights and obligations under the Lobo Del Norte Agreement to Assignee (the "**Proposed Assignment**"), on the terms and conditions contained herein.

C. Pursuant to Section 21 of the Lobo Del Norte Agreement, Assignor shall not assign the rights and obligations thereby created without the prior written consent of Hudbay, which consent is, has been or shall be, sought from Hudbay (the "**Hudbay Consent**").

NOW, THEREFORE, THIS AGREEMENT WITNESSES that in consideration of the mutual covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree as follows:

1. INTERPRETATION

1.1 Capitalized terms used in this Agreement, unless otherwise defined, have their respective meanings as set forth in the Royalty Purchase Agreement.

2. ASSIGNMENT

2.1 Subject to receipt of the Hudbay Consent, the Assignor hereby irrevocably and absolutely grants, transfers, assigns and conveys to the Assignee, as of and from the date hereof, all of the Assignor's right, title, interest, claim, benefit and demand in, to or derived from the Lobo Del Norte Agreement, and including all right title and interest in, to, or derived from the Lobo Del Norte Mineral Dispositions.

3. ASSUMPTION

3.1 Subject to receipt of the Hudbay Consent, the Assignee hereby assumes and shall be bound by all of the right, title, interest, claim, benefit, demand, liability, duty, and obligation of the Assignor under the Lobo Del Norte Agreement arising from and after the date hereof, including as any of the same relate to the Mineral Dispositions and the Royalty.

4. REPRESENTATIONS

4.1 The Assignor represents, warrants and covenants that it has not assigned, transferred or set over the Lobo Del Norte Agreement or the Mineral Dispositions nor any rights thereunder, therein, or derived therefrom to any person or entity other than the Assignee, nor has it performed any act or executed any other instrument which might prevent the Assignee from operating under the terms and conditions of the Lobo Del Norte Agreement.

5. MISCELLANEOUS

5.1 The Assignor covenants and agrees that, from time to time subsequent to the date hereof, it will, at the request of Assignee, execute and deliver all such documents, and do all such other acts and things as Assignee, acting reasonably, may from time to time request be executed or done in order to better evidence or perfect or effectuate any provision of this Agreement, including the assignment and transfer of the Lobo Del Norte Agreement and the Mineral Dispositions as contemplated herein, or of any agreement or other document executed in connection with this Agreement or any of the obligations intended to be created by this Agreement or by the Lobo Del Norte Agreement, respectively.

5.2 In the event that the assignment contemplated herein is determined to be invalid or unenforceable, then the Assignor shall continue to hold all of its right, title and interest in and to the Lobo Del Norte Agreement and the Lobo Del Norte Mineral Claims and any benefits or advantages therefrom for the sole benefit of the Assignee and shall, at the expense of the Assignee, assign, modify, transfer, release, lease, mortgage, charge, exercise its rights under or otherwise deal with the Lobo Del Norte Agreement and the Lobo Del Norte Mineral Claims or any portion thereof at any time and in such manner as the Assignee, from time to time, decides and directs and to the extent permitted under all applicable laws.

5.3 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns (including any successor by reason of amalgamation of any party). There are no third party beneficiaries of this Agreement.

5.4 This Agreement is made in accordance with, is supplemental to, and is subject to, the provisions of the Lobo Del Norte Agreement. Nothing in this Agreement shall supersede, modify or amend the Lobo Del Norte Agreement. To the extent any provision of this Agreement is inconsistent or conflicts with any provision of the Lobo Del Norte Agreement, the provisions of the Lobo Del Norte Agreement shall prevail.

5.5 This Agreement may be executed in counterparts and may be delivered by electronic or facsimile transmission and, when a counterpart has been executed and delivered by each party, such counterparts together shall constitute one and the same agreement.

5.6 This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of the Yukon and the federal laws of Canada applicable therein. The parties hereby irrevocably submit and consent to the exclusive jurisdiction of the courts of the Yukon in connection with any matter arising out of or in connection with this Agreement.

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

H. COYNE & SONS LTD.

Per: *"Signed"*
Name: James Coyne
Title: Director

LOBO DEL NORTE LTD.

Per: *"Signed"*
Name: James Coyne
Title: Director

SCHEDULE F

OPTIONOR DISCLOSURE SCHEDULE

Alex claims 1 – 8 registered in the name of Ron Stack. Optionor paid Ron Stack to stake the claims but they were not transferred and there is no formal ownership document.

Gin claims 21 – 27 registered in the name of Josh Bailey. Optionor paid Josh Bailey to stake the claims but they were not transferred and there is no formal ownership document.

Hat claims 1 – 48 registered in the name of Optionor but Optionor only has 50% ownership of the claims. Transfer never done to the owners of the other 50%.

Oro claims 1 – 5 and Peter claims 1 – 2 and 1 – 2 are quartz mining leases which have a specific renewal process.

Optionor only holds subsurface rights for the following crown grants – Tamarac, Carlisle, Pueblo, Pueblo #2, Pueblo #3, Pueblo #4, Pueblo #5, Pueblo Extension, Pueblo Star. Title to the surface for these grants is held by unrelated third parties.