

AMENDED AND RESTATED SENIOR SECURED CREDIT AGREEMENT

between

NORTHERN GRAPHITE CORPORATION

as Borrower

– and –

NORTHERN GRAPHITE HOLDINGS (NAMIBIA) (PROPRIETARY) LIMITED, NORTHERN GRAPHITE OKANJANDE MINING (PROPRIETARY) LIMITED, NORTHERN GRAPHITE PROCESSING (NAMIBIA) (PROPRIETARY) LIMITED, AND GRAPHITE NORDIQUE INC.,

as Guarantors

– and –

SPROTT PRIVATE RESOURCE STREAMING AND ROYALTY (COLLECTOR) LP AND THE OTHER LENDERS PARTY HERETO FROM TIME TO TIME

as Lenders

– and –

SPROTT PRIVATE RESOURCE STREAMING AND ROYALTY (COLLECTOR) LP

as Administrative Agent and Collateral Agent

November 29, 2023

TABLE OF CONTENTS

	Page
ARTICLE 1 INTERPRETATION.....	3
1.1 Definitions.....	3
1.2 Certain Rules of Interpretation.....	33
1.3 Province of Quebec.....	34
1.4 Currency.....	35
1.5 Time of Essence.....	35
1.6 Knowledge.....	35
1.7 This Agreement to Govern.....	35
1.8 Interest Act.....	35
1.9 No Subordination.....	35
1.10 Amendment and Restatement.....	35
1.11 Schedules, etc.....	36
ARTICLE 2 FACILITY.....	37
2.1 Facility.....	37
2.2 Availment.....	37
2.3 Use of Proceeds.....	37
2.4 Calculation and Payment of Interest.....	37
2.5 Mandatory Repayment of Loan.....	39
2.6 Voluntary Prepayments of Facility.....	40
2.7 Prepayment Premium.....	40
2.8 OID.....	41
ARTICLE 3 OTHER PROVISIONS RELATING TO THE FACILITY.....	41
3.1 Several Obligations.....	41
3.2 Default Interest.....	41
3.3 Application of Payments.....	42
3.4 Payments Generally.....	42
3.5 Benchmark Replacement Setting.....	42
3.6 Payments – No Deduction.....	46
3.7 Illegality.....	49
3.8 Change in Circumstances.....	49
3.9 Payment of Costs and Expenses.....	50
3.10 Indemnities.....	51
3.11 Maximum Rate of Interest.....	52
3.12 Net Insurance Proceeds.....	52
ARTICLE 4 REPRESENTATIONS AND WARRANTIES.....	53
4.1 Representations and Warranties of the Borrower.....	53
4.2 Survival of Representations and Warranties.....	65
ARTICLE 5 SECURITY.....	65
5.1 Security Documents.....	65
5.2 Additional Security from New Subsidiaries.....	66
5.3 Further Assurances – Security.....	66
5.4 Security Effective Notwithstanding Date of the Loan.....	67
5.5 No Merger.....	67
5.6 Release of Security.....	67
5.7 Stockpiling relating to LDI Project.....	67
ARTICLE 6 COVENANTS.....	68
6.1 Affirmative Covenants.....	68
6.2 Notifications to the Lenders.....	70

TABLE OF CONTENTS
(continued)

	Page
6.3	Material Contracts, Material Project Authorizations and Mine Plan.....71
6.4	Quarterly Reporting.....72
6.5	Annual Reporting.....72
6.6	Corporate Policies.....73
6.7	Changes to Accounting Policies.....73
6.8	Issuance of Warrants.....74
6.9	Mandatory Equity Issuance.....74
6.10	Negative Covenants.....74
6.11	Financial Covenants79
6.12	Post-Closing Obligations.....79
ARTICLE 7 CONDITIONS PRECEDENT79	
7.1	Conditions Precedent to the Original Closing Date and the Initial Loan79
7.2	Conditions Precedent to the Closing Date and the Additional Loan83
ARTICLE 8 EVENTS OF DEFAULT AND REMEDIES.....85	
8.1	Events of Default85
8.2	Remedies Upon Default88
8.3	Set-Off88
8.4	Application of Proceeds88
ARTICLE 9 ADMINISTRATIVE AGENT89	
9.1	Agency89
ARTICLE 10 GENERAL91	
10.1	Reliance and Non-Merger.....91
10.2	Amendment and Waiver.....91
10.3	Notices92
10.4	Further Assurances.....93
10.5	Assignment93
10.6	Limitation of responsibility of Existing Lenders.....94
10.7	Exposure transfers (including sub-participations)95
10.8	Judgement Currency.....95
10.9	Severability.....96
10.10	Entire Agreement.....96
10.11	Confidentiality.....96
10.12	Press Releases and Public Disclosure97
10.13	Governing Law.....97
10.14	Submission to Jurisdictions.....98
10.15	Waivers and Consents under Original Credit Agreement98
10.16	Confirmation.....98
10.17	Counterparts.....99

AMENDED AND RESTATED SENIOR SECURED CREDIT AGREEMENT

THIS AMENDED AND RESTATED SENIOR SECURED CREDIT AGREEMENT is made as of November 29, 2023,

B E T W E E N:

NORTHERN GRAPHITE CORPORATION, a corporation organized under the laws of the Province of Ontario, as Borrower

– and –

NORTHERN GRAPHITE HOLDINGS (NAMIBIA) (PROPRIETARY) LIMITED (formerly, **IMERYS GECKO HOLDINGS (NAMIBIA) (PTY) LTD.**), a private company with limited liability registered under the laws of Namibia, **NORTHERN GRAPHITE OKANJANDE MINING (PROPRIETARY) LIMITED** (formerly, **IMERYS GECKO OKANJANDE MINING (PTY) LTD.**), a private company with limited liability registered under the laws of Namibia, **NORTHERN GRAPHITE PROCESSING (NAMIBIA) (PROPRIETARY) LIMITED** (formerly, **IMERYS GECKO GRAPHITE (NAMIBIA) (PTY) LTD.**), a private company with limited liability registered under the laws of Namibia and **GRAPHITE NORDIQUE INC.**, a corporation incorporated under the laws of the Province of Ontario, as Guarantors

– and –

SPROTT PRIVATE RESOURCE STREAMING AND ROYALTY (COLLECTOR) LP, a limited partnership formed and existing under the laws of the Province of Ontario, and the other Lenders party hereto from time to time

– and –

SPROTT PRIVATE RESOURCE STREAMING AND ROYALTY (COLLECTOR) LP, a limited partnership formed and existing under the laws of the Province of Ontario, as Administrative Agent and Collateral Agent

RECITALS:

- A. On the Original Closing Date, the Lenders made available to the Borrower a term loan facility in the amount of the Initial Facility for the purposes contemplated in the senior secured credit agreement dated the Original Closing Date (the “**Original Credit Agreement**”) between, among others, the Borrower, as borrower, the Guarantors party thereto, as guarantors, and Sprott Private Resource Streaming and Royalty (Collector) LP as sole Lender, the Administrative Agent and the Collateral Agent.
- B. The Borrower has requested an additional term loan facility in the amount of the Additional Facility from the sole Lender pursuant to the Original Credit Agreement, and the Lender has agreed to provide such additional term loan facility to the Borrower, on the terms and conditions as set forth herein. In addition, the parties wish to amend the Original Credit Agreement to give effect to, among other things:

- (i) In June 2023, the Borrower requested that the sole Lender consent to the Borrower capitalizing (i) the scheduled cash interest payment due and payable on the Initial Loan on June 30, 2023 in respect of the accrued and unpaid interest for the Interest Period ended on such date, and (ii) the scheduled cash interest payment due and payable on the Initial Loan on December 31, 2023 in respect of the accrued and unpaid interest for the two prior Interest Periods ended on such date, in each case, to the outstanding principal amount of the Initial Loan as of such dates. On June 29, 2023, the sole Lender agreed to provide the Borrower with the option to capitalize each of the cash interest payments due in clauses (i) and (ii) above to the principal amount of the Initial Loan as of such applicable interest payment dates in lieu of making the required cash interest payments on such interest payment dates (each, a “**Interest Payment Option**” and collectively, the “**Interest Payment Options**”), provided that (x) the Borrower agree that in the event of the completion by the Borrower or its Affiliates of a Significant Equity Raise it will make a mandatory prepayment from the proceeds of such equity raise in the amount of any capitalized interest added to the principal amount of the Loan (as applicable) resulting from the Borrower choosing to exercise either or both of the Interest Payment Options, and (y) the exercise by the Borrower of an Interest Payment Option is conditioned upon notification to the Lenders of its intention to exercise such option by written notice thereof and payment in cash by the Borrower to the Lenders of the applicable 2023 Interest Payment Option Fee prior to the applicable interest payment date referred to in clauses (i) and (ii) above, in each case, on the terms and conditions contained herein. The Borrower agreed to the foregoing terms and exercised the Interest Payment Option in respect of the interest payment due on June 30, 2023 (the “**June 2023 Interest Payment Option**”) by prior written notice to the Lender and payment of the June 2023 Interest Payment Option Fee. The parties confirm the Borrower’s prior decision to exercise the June 2023 Interest Payment Option and wish to amend the Original Credit Agreement as set forth herein.
- (ii) The following matters that were disclosed by the Borrower to the Lender after the Original Closing Date:
- (A) On July 26, 2022, the Borrower formed a new Subsidiary, Northern Graphite Italy S.R.L., a company incorporated under the laws of the Republic of Italy, for the purpose of serving as a European sales office to the Obligors. Pursuant to the Original Credit Agreement, Northern Graphite Italy S.R.L. was required to have delivered a guarantee and security over all of its properties, assets and undertaking, pursuant to Sections 5.1 and 5.2 of the Original Credit Agreement, and the Borrower has requested certain concessions relating to such requirement from the Lender, and the Lender has agreed to such concessions, on the terms and conditions contained herein; and
- (B) The Borrower opened certain CAD and USD cash securities accounts (the “**Securities Accounts**”). Pursuant to Section 6.9(l) of the Original Credit Agreement, the Borrower is subject to restrictions on Investments, and it is not permitted to retain any funds in any bank account other than a bank account subject to a Blocked Accounts Agreement (Canada). The Lenders have agreed to the existence of the Securities Accounts on the basis that the Securities Accounts shall be subject to a securities account control agreement in favour of the Lenders and the Borrower’s adherence to Section 6.10(l) of this Agreement (unless the Lenders have consented in advance to the making of any Investment by the Borrower with funds on deposit in either Securities Account), on the terms and conditions contained herein; and

- (C) The Obligors have incurred secured Debt that does not fit within the definitions of Permitted Debt and Permitted Encumbrances under the Original Credit Agreement and as such is not permitted pursuant to Sections 6.9(f) and 6.9(i) of the Original Credit Agreement. The Lenders have agreed to the continuing existence of such secured Debt, on the terms and conditions contained in this Agreement.
 - (iii) The Borrower has requested, and the sole Lender has agreed, that the sole Lender waive the breach of certain covenants (and any Default or Event of Default relating thereto) relating to certain of the matters described in clause (ii) above and other matters, in each case as specified in, and subject to and on the terms and conditions set forth in, Article 3.
- C. The Lenders have agreed to make the Facility available to the Borrower on the terms and conditions set forth herein.

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

ARTICLE 1 INTERPRETATION

1.1 Definitions

For the purposes of this Agreement:

“**2023 Interest Payment Option**” has the meaning ascribed to such term in Section 2.4(a)(iv).

“**2023 Interest Payment Option Fee**” has the meaning ascribed to such term in Section 2.4(a)(iv).

“**2023 Option Capitalized Interest**” has the meaning ascribed to such term in Section 2.4(a)(iv).

“**2023 Semi-Annual Interest Payment Date**” has the meaning ascribed to such term in Section 2.4(a)(iv).

“**Acquisition**” means, with respect to any Person, any purchase or other acquisition by such Person, regardless of how accomplished or effected (including any such purchase or other acquisition effected by way of amalgamation, merger, arrangement, business combination or other form of corporate reorganization or by way of purchase, lease or other acquisition arrangements), of (a) any other Person (including any purchase or acquisition of such number of the issued and outstanding securities of, or such portion of an equity interest in, such other Person so that such other Person becomes a Subsidiary of the purchaser or of any of its Affiliates) or of all or substantially all of the property of any other Person, or (b) any division, business, project, operation or undertaking of any other Person or of all or substantially all of the property of any division, business, project, operation or undertaking of any other Person.

“**Additional Amounts**” has the meaning ascribed to such term in Section 3.6(a).

“**Additional Facility**” has the meaning ascribed to such term in Section 2.1.

“**Additional Loan**” has the meaning ascribed to such term in Section 2.2.

“**Adjusted Term SOFR**” means the per annum rate equal to the sum of Term SOFR for an Available Tenor of three-months’ duration plus 0.26161% (26.161 basis points); provided that if Adjusted Term SOFR shall be less than 0% per annum, Adjusted Term SOFR shall be deemed to be 0% per annum.

“**Administrative Agent**” means Sprott Private Resource Streaming and Royalty (Collector) LP, acting by its general partner, Sprott Resource Streaming and Royalty Corp., in its capacity as administrative agent for the Lenders hereunder, or any successor Administrative Agent appointed pursuant to Section 9.1.

“**Affiliate**” means, with respect to any Person, any other Person which directly or indirectly, through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person.

“**Agreement**” means this amended and restated credit agreement and all Schedules attached hereto, as the same may be amended, restated, amended and restated, supplemented, modified or superseded from time to time in accordance with terms hereof.

“**Amended Royalty Agreement**” means the amended and restated royalty agreement dated the date hereof between LDI Project Owner and LDI Royalty Holder, amending and restating the Original Royalty Agreement, as amended, restated, supplemented or otherwise modified from time to time.

“**AML Legislation**” means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the USA Patriot Act, the Namibian Financial Intelligence Act 13 of 2012, the Namibian Prevention of Organised Crime Act 29 of 2004 and other applicable anti-money laundering, anti-terrorist financing, government sanction and “know your client” Applicable Laws, whether within Canada, in the United States or, to the extent applicable to the Borrower or any Obligor, elsewhere, including any regulations, guidelines or orders thereunder.

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

- (a) tonnes and grades of Minerals to be mined (identified by pit or mining area) and to be stockpiled (including ore, low-grade ore and waste);
- (b) the tonnes, grades and if applicable, flake size, of Minerals to be processed;
- (c) such Mine Plan and budget assumptions, including operating and Capital Expenditure assumptions, exchange rates and commodity prices used for short-term and long-term planning purposes in developing the forecast;
- (d) a statement setting out the forecasted tonnes and grades of Minerals stockpiled as of the start of the period covered by such Mine Plan;
- (e) a statement setting out the mineral reserves and mineral resources (by category) calculated in accordance with National Instrument 43-101 for prospective Minerals and the assumptions used, including cut-off grade, mineral prices and mineral recoveries; and
- (f) a forecast of planned exploration and infill drilling meters and resource expansion spend on such Project.

The Annual Forecast Report in respect of each Project shall be as approved annually by the Majority Lenders in accordance with Section 6.5(c).

“**Annual Report**” means a written report in relation to a calendar year with respect to each Project, to be prepared by or on behalf of the Borrower, which shall include all of the information pertaining to operations contained in annual reports prepared and provided to the Board, and, to the extent not contained in such reports, will also contain, for such year:

- (a) types, tonnes and grades of (A) mined ore (including ore, low-grade ore and waste); and (B) stockpiled ore, including grades and waste;
- (b) tonnes of Mineral bearing material processed and all other mineral processed from the processing facilities related to the applicable Project, recoveries for graphite and graphite concentrate grades, flake size, and other relevant technical and commercial specifications;
- (c) the amount and relevant technical and commercial specifications of concentrate or other material, contained therein, produced or processed during such year, but not delivered to an Offtaker by the end of such year;
- (d) the amount and relevant technical and commercial specifications of concentrate or other material of Minerals contained therein, produced and delivered to and paid for by an Offtaker, and the names and addresses of each such Offtaker;
- (e) with respect to the LDI Project, the credit/payment to payee and/or estimated credit/payment to the payee with respect to Minerals referred to in subsection (d) on account of the OK Royalty Agreement;
- (f) with respect to the LDI Project, a reconciliation between any estimated credit/payment specified in an Annual Report pursuant to subsection (e) for a preceding year and the final credit/payment;
- (g) with respect to the OK Project, the Deliveries made pursuant to the OK Stream Agreement;
- (h) with respect to the OK Project, a reconciliation between the estimated Deliveries specified in an Annual Report pursuant to subsection (g) for any preceding year and the final Deliveries;
- (i) the amount and a description of operating and Capital Expenditures;
- (j) variances from projected operating expenses and Capital Expenditures and any actual or expected adverse impact on development or production or recovery of Graphite Products whether as to quantity or timing, together with the details of the plans to resolve or mitigate such matters;
- (k) a review of the exploration activities for the year, including the amount and a description of exploration expenditures;
- (l) details of any material health or safety incidents or violations and/or material violations of any Applicable Laws (including Environmental Laws); and

- (m) details of any material First Nations or local community disputes or issues that have occurred on the applicable Project Real Property or in respect of such Project.

“**Anti-Corruption Laws**” means the Corruption of Foreign Public Officials Act (Canada), the United States Foreign Corrupt Practices Act of 1977, the Namibian Anti-Corruption Act 8 of 2003 and all other laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Subsidiaries from time to time concerning or relating to bribery or corruption.

“**Anti-Corruption Policy**” means the anti-bribery and anti-corruption policy of the Borrower and its Subsidiaries, adopted by the Board, as the same may be amended, revised, supplemented or replaced from time to time in accordance with this Agreement.

“**Applicable Law**” means any law (including common law and equity), any international or other treaty, any domestic or foreign constitution or any multinational, federal, provincial, territorial, state, municipal, county or local statute, law, ordinance, code, rule, regulation, Order (including any securities laws or requirements of stock exchanges and any consent, decree or administrative Order), or Authorization of a Governmental Body in any case applicable to any specified Person, property, transaction or event, or any such Person’s property or assets (and, in the case of Section 3.8, whether or not having the force of law).

“**Applicable Percentage**” means with respect to any Lender, the percentage of the total Principal Amount advanced by such Lender.

“**Approved Lender**” means any bank, financial institution or fund which is regularly engaged in or established for the purpose of making, purchasing or investing in loans other than (i) a natural Person, and (ii) any Prohibited Lender.

“**Approved Uses**” has the meaning ascribed to such term in Section 2.3.

“**Associate**” has the meaning ascribed to such term in the *Securities Act* (Ontario), as in effect on the date of this Agreement.

“**Authorization**” means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Body having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person’s property or business and affairs (including any zoning approval, mining permit, development permit or building permit) or from any Person in connection with any easements, contractual rights or other matters.

“**Bissett Creek Assets**” means the undertakings, assets and properties of the Borrower relating to the Bissett Creek Project, including any Bissett Creek Dedicated Proceeds.

“**Bissett Creek Bank Accounts**” has the meaning ascribed to it in Section 6.10(v)(ii).

“**Bissett Creek Dedicated Proceeds**” has the meaning ascribed to it in Section 6.10(v)(ii).

“**Bissett Creek Project**” means Bissett Creek project consisting of mining leases, surrounding claims and other assets located between the cities of Ottawa and North Bay, Ontario, Canada.

“**Blocked Accounts Agreement (Canada)**” means a blocked accounts control agreement governed by Ontario law in respect of any bank accounts of any Canadian Obligor maintained with a bank in Ontario.

“**Board**” means the board of directors of the Borrower.

“**Borrower**” means Northern Graphite Corporation, a corporation organized under the laws of Ontario, together with its permitted successors and assigns.

“**Business**” means the development and operation of, and extraction, processing and sale of Minerals from, the Projects.

“**Business Day**” means: (a) for all purposes other than as covered by (b), any day other than a Saturday, Sunday or statutory holiday in Toronto, Ontario, or a day on which banks are generally closed in that city; and (b) with respect to all notices and determinations in connection with, and payments of principal and interest on, when based on Term SOFR, any day other than (i) a Saturday, (ii) a Sunday, or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities. means.

“**Canadian Obligors**” means, (i) as of the Closing Date, the Borrower and the LDI Project Owner, and (ii) thereafter, any other Obligor from time to time established under the laws of Canada or any Province or Territory thereof in accordance with the terms hereof.

“**Canadian Security Documents**” means:

- (a) an equity interest pledge agreement made by each Canadian Obligor (other than the Borrower) in favour of the Collateral Agent with respect to the equity of each Obligor owned by such Canadian Obligor and any intercompany debt owned to such Canadian Obligor by an Obligor, in each case governed by the laws of Ontario;
- (b) a general security agreement in favour of the Collateral Agent granted by each Canadian Obligor, in each case governed by the laws of Ontario; and
- (c) the Quebec Security Documents.

“**Capital Expenditures**” means, for any period, any expenditure made by any Person for the purchase, lease, acquisition, license, erection, development, improvement, construction, repair or replacement of capital assets, and any expenditure relating to Capitalized Lease Obligations or any other expenditure required to be capitalized, all as determined in accordance with IFRS.

“**Capitalized Interest**” has the meaning ascribed to such term in 2.4(a)(iv)(B).

“**Capitalized Interest Period**” has the meaning ascribed to such term in 2.4(a)(iii).

“**Capitalized Lease Obligation**” means, for any Person, any obligation of such Person under an agreement to pay rent or other amounts under any lease, license or rental of, or other arrangement providing such Person with the right to use, property (whether real or personal property, or a combination thereof) that, in accordance with IFRS, is required to be classified and accounted for as a lease liability on the balance sheet of such Person.

“**Cash Flow Available for Debt Service**” or “**CFADS**” means in respect of a period the amount determined by deducting from the Revenue for that period the aggregate of the following amounts (without double-counting) payable by the Borrower, on a consolidated basis, during that period:

- (a) Operating Costs;

- (b) corporate overhead costs and administrative costs;
- (c) cash reclamation expenses;
- (d) any Taxes paid or required to be paid (including income tax) to a government agency;
- (e) all payments to satisfy obligations under the Amended Royalty Agreement and obligations under the OK Stream Agreement;
- (f) all restart and sustaining Capital Expenditures (other than Capital Expenditures funded with the proceeds of the Loan, the Amended Royalty Agreement, the OK Stream Agreement and the Coincident Equity Raise);
- (g) all amounts required to be paid in respect of Debt (other than the Obligations); and
- (h) any payments on account of an adjustment to the purchase price under either Project Acquisition Agreement.

“**Change in Law**” has the meaning ascribed to such term in Section 3.6(e).

“**Change of Control**” means:

- (a) any Person or Persons acting jointly or in concert (within the meaning of the *Securities Act* (Ontario)) acquires, together with all other voting shares held by such Person or Persons, control or direction over 50% of the outstanding voting shares of the Borrower, or otherwise acquires the ability to elect a majority of the Board; or
- (b) the occupation of a majority of the seats (other than vacant seats) on the Board by Persons who were neither (i) nominated by the Board nor (ii) appointed by directors so nominated; or
- (c) any Obligor (other than the Borrower) ceases to be a wholly owned Subsidiary of the Borrower; or
- (d) the Borrower or any of its Subsidiaries, as applicable, takes any actions to effect any of the foregoing.

“**CIM Definition Standards**” means definition standards on mineral resources and reserves established by the Canadian Institute of Mining, Metallurgy and Petroleum, as updated from time to time.

“**Claim**” means any claim or liability of any nature whatsoever, including any demand, obligation, liability, debt, cause of action, suit, proceeding, judgment, award, assessment or reassessment.

“**Closing Date**” means November 29, 2023, or such other date on which all conditions precedent set forth in Section 7.2 have been satisfied or waived by the Lenders.

“**Coincident Equity Raise**” means the equity financing of subscription receipts of the Borrower convertible into units, each unit consisting of one Common Share and one-half of one Common Share purchase warrant, completed by the Borrower in two closings on February 10, 2022 and April 27, 2022, for which the aggregate proceeds received by the Borrower was Cdn\$23,071,875.

“**Collateral**” means all property and assets charged or intended to be charged pursuant to the Security Documents, and any proceeds thereof; provided that Collateral shall not include the Bissett Creek Assets and the LDI Warehoused Products.

“**Collateral Agent**” means Sprott Private Resource Streaming and Royalty (Collector) LP, acting by its general partner, Sprott Resource Streaming and Royalty Corp., in its capacity as collateral agent for the Administrative Agent and the Lenders hereunder, or any successor Collateral Agent.

“**Commitment**” means, in respect of each Lender, the amount specified with respect to such Lender in Schedule A (which will be amended in accordance with the terms hereof and distributed to all parties by the Administrative Agent from time to time to reflect any changes thereto), as such amount may be reduced from time to time by such Lender’s Applicable Percentage of the amount of any prepayments or repayments required or made hereunder.

“**Common Shares**” means the common shares which the Borrower is authorized to issue.

“**Compliance Certificate**” means a certificate of a senior officer of the Borrower in the form set out in Schedule B.

“**Contract**” means any agreement, contract, lease, licence, concession, option, indenture, mortgage, deed of trust, debenture, note or other instrument, arrangement, understanding or commitment, whether written or oral.

“**Control**” means, in respect of a particular Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise. “**Controlling**” and “**Controlled**” have meanings correlative thereto.

“**Corporate Credit Card Debt**” has the meaning ascribed to it in clause (k) of the definition of “Permitted Debt”.

“**Corporate Credit Card Security**” has the meaning ascribed to it in clause (q) of the definition of “Permitted Encumbrances”.

“**Corrective Action Plan**” means a plan to correct and remedy all non-compliance by the applicable Project with Environmental Law, the EHS Guidelines, the HSEC Policies and any adverse effects resulting from same.

“**Costs to Complete**” means the aggregate of the costs described in the Costs to Complete Disclosure.

“**Costs to Complete Disclosure**” means, until the restart of the OK Project is complete, the disclosure, evidencing in respect of the OK Project (i) all Capital Expenditures; (ii) an estimate of all costs associated with completion of the restart of the Project; and (iii) an estimate of timing to completion of the restart of the OK Project.

“**Current Assets**” means, at any time, all current assets on the consolidated balance sheet of the Borrower, determined as of such time in accordance with IFRS.

“**Current Liabilities**” means, at any time, all current liabilities on the consolidated balance sheet of the Borrower, less the current portion of the outstanding Obligations classified as current liabilities on the Borrower’s balance sheet, determined as of such time in accordance with IFRS.

“**Debt**” means, at any time, with respect to any Person:

- (a) all obligations, including by way of overdraft and drafts or orders accepted representing extensions of credit, that would be considered to be indebtedness for borrowed money, and all obligations, whether or not with respect to the borrowing of money, that are evidenced by bonds, debentures, notes or other similar instruments;
- (b) the face amount of all bankers’ acceptances and similar instruments;
- (c) all liabilities upon which interest charges are customarily paid by that Person, other than liabilities for Taxes;
- (d) any capital stock of that Person, or of any Subsidiary of that Person, which capital stock, by its terms or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder, or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part prior to the Maturity Date;
- (e) all Capitalized Lease Obligations, synthetic lease obligations, obligations under Sale-Leasebacks and Purchase Money Obligations;
- (f) the amount of all contingent liabilities in respect of letters of credit and similar instruments;
- (g) accounts payable and accruals that are over one hundred twenty (120) days past due (except to the extent being contested in good faith);
- (h) the mark-to-market amount (to the extent “out-of-the-money” from the perspective of such Person) of any hedging, swap, forward or other derivative transaction which is due and payable by such Person at the relevant time;
- (i) contingent liabilities in respect of performance bonds, surety bonds and product warranties, and any other contingent liability, in each case only to the extent that the contingent liability is required by IFRS to be treated as a liability on a balance sheet of the Person contingently liable; and
- (j) the amount of the contingent liability under any Guarantee in any manner of all or any part of an obligation of another Person of the type included in paragraphs (a) through (i) above.

For greater certainty, trade payables that do not fit the description in paragraph (g) above shall not be considered Debt.

“**Debt Service**” for a period means, on a consolidated basis, the sum of:

- (a) Interest Expense for such period; and
- (b) the aggregate of all mandatory principal payments made in respect of Debt during such period.

“**Debt Service Coverage Ratio**” means for a period, the ratio determined in accordance with the formula:

$$DSCR = \frac{CFADS}{DS}$$

where:

- (a) DSCR is the Debt Service Coverage Ratio for such period;
- (b) CFADS is the sum of CFADS for such period; and
- (c) DS is the Debt Service for such period.

“Default” means any event or condition which, upon notice, lapse of time, or both, would constitute an Event of Default.

“Default Rate” means the Interest Rate plus 2% per annum.

“Delivery” means a sale and physical delivery by an Obligor of Graphite Products, as applicable, pursuant to the OK Stream Agreement.

“Disposition” means any sale, assignment, transfer, conveyance, lease, license, granting of an option or other disposition (or agreement to dispose) of any nature or kind whatsoever of any property or of any right, title or interest in or to any property, but does not include the payment of a dividend, and the verb **“Dispose”** has a correlative meaning.

“EHS Guidelines” means the World Bank Group Environmental, Health and Safety General Guidelines (April 2007) and Environmental, Health and Safety Guidelines for Mining (December 2007), as amended, supplemented or superseded from time to time.

“Encumbrance” means any mortgage, debenture, pledge, hypothec, lien, charge, assignment by way of security, contractual right of set-off, consignment, lease, hypothecation, security interest, including a purchase money security interest, or other security agreement, trust or arrangement having the effect of security for the payment of any debt, liability or obligation, and **“Encumbrances”**, **“Encumbrancer”**, **“Encumber”** and **“Encumbered”** shall have corresponding meanings.

“Environmental Laws” means all Applicable Laws relating to the protection of the environment, natural resources, human health and safety, Hazardous Substances, Releases, the assessment of environmental and social impacts or the rehabilitation, reclamation and closure of lands used in connection with any Project.

“Equity Issuance” means an issuance of shares in the capital of, or other equity interests in, the Borrower or any other Obligor (to the extent permitted under this Agreement or as otherwise consented to by the Lenders), however designated, and including, without limitation, securities convertible into or exchangeable for such shares or other equity interests, and any and all warrants, rights or options to purchase any of the foregoing, whether voting or non-voting, other than any such issuance of shares or other equity interests to an employee of the Borrower the issuance of which is a component of such employee’s employee compensation paid to such employee in the ordinary course of business.

“Event of Default” has the meaning ascribed to it in Section 8.1.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Lender or required to be withheld or deducted from a payment to a Lender: (a) Taxes imposed on or measured by net income (however denominated), capital and franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of a Lender being organized under the laws of, or having its principal office or its applicable lending

office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan Document pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan Document or (ii) such Lender changes its applicable lending office, except in each case to the extent that, pursuant to Section 3.7(a), amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its applicable lending office, (c) U.S. withholding tax imposed by or under FATCA, (d) Taxes solely attributable to a Lender's failure to comply with Section 3.7(d), and (e) any Canadian Taxes that are required to be deducted or withheld in respect of any payment, to or for the benefit of such Lender if a partner of the Lender (A) does not deal at arm's length (within the meaning of the Tax Act) with the Obligor or (B) is a "specified non-resident shareholder" (as defined in subsection 18(5) of the Tax Act) of the Obligor at any relevant time or does not deal at arm's length for purposes of the Tax Act with a "specified shareholder" (as defined in subsection 18(5) of the Tax Act) of the Obligor at any relevant time; provided, however, that "**Excluded Taxes**" shall not include: (i) any stamp, registration, or similar Taxes arising solely as a result of a Lender entering into, or performing its obligations under, this Agreement or any other Loan Document, or receiving deliveries or payments under this Agreement or any other Loan Document; or (ii) any Taxes arising solely as a result of a Lender enforcing rights under this Agreement or any other Loan Document.

"**Facility**" has the meaning ascribed to such term in Section 2.1.

"**FATCA**" means Sections 1471 through 1474 of the Internal Revenue Code of 1986, or any associated regulations or other official guidance as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with).

"**Federal Funds Effective Rate**" for any day, means the greater of (a) the rate on overnight federal funds transactions calculated by the Federal Reserve Bank of New York as the federal funds effective rate and published on the next succeeding Business Day by the Federal Reserve Bank of New York, or if such rate is not so published for any day that is a Business Day, the average of the quotations for that day on overnight federal funds transactions received by the Administrative Agent from three depository institutions of recognized standing selected by the Administrative Agent, and (b) zero percent.

"**Financial Assistance**" given by any Person (the "**Financial Assistance Provider**") to or for the account or benefit of any other Person (the "**Financial Assistance Recipient**") means any direct or indirect financial assistance of any nature, kind or description whatsoever (by means of loan, Guarantee or otherwise) of or from such Financial Assistance Provider, or of or from any other Person with recourse against such Financial Assistance Provider or any of its property, to or for the account or benefit of the Financial Assistance Recipient (including Investments in a Financial Assistance Recipient, Acquisitions from a Financial Assistance Recipient, and gifts or gratuities to or for the account or benefit of a Financial Assistance Recipient).

"**Financial Model**" means the Borrower's base case financial model in respect of the Projects and the Bissett Creek Project, as updated annually pursuant to Section 6.5(c) and as otherwise amended in accordance with Section 6.10(q), which shall reflect among other things (A) graphite pricing (as provided by Benchmark Minerals Intelligence Limited), (B) signed offtake or achievable terms, (C) the Borrower's capacity to meet all future obligations as they come due, (D) revised projections, including with respect to each Mine, its Mine Plan, recoveries, production forecasts, capital expenditures, operating costs, reclamation obligations, etc., and (E) updated corporate expenses.

"**Fiscal Quarter**" means each calendar quarter ending on March 31, June 30, September 30 and December 31 of each year.

“Fiscal Year” means the period of January 1 to December 31 of each calendar year.

“First Nations” means any first nations, Métis and/or indigenous and/or aboriginal person(s), tribe(s) and/or band(s) of Canada or Namibia.

“First Nations Claims” means any written claims, assertions or demands, whether proven or unproven, made by any First Nations to the Obligors or a Governmental Body, or any representatives thereof, in respect of asserted or proven aboriginal or indigenous rights, aboriginal or indigenous title, treaty rights or any other aboriginal or indigenous interest in or to all or any portion of any Project, Project Mineral Rights or Project Real Property.

“First Nations Information” means any and all written and material communications and documentation of which the Obligors have knowledge, including electronic or other form related to any (i) First Nations Claims; (ii) First Nations making any First Nations Claims; or (iii) any Governmental Body, or representatives thereof (including the issuance of required permits, licences and other governmental authorizations) involving any First Nations Claims or First Nations in relation to any Project, Project Mineral Rights or Project Real Property.

“Freely Tradable” means Common Shares which: (a) are issuable by the Borrower without the necessity of filing a prospectus or any other similar offering document (other than such prospectus or similar offering document that has already been filed and become effective to permit a distribution of securities) under applicable Canadian securities laws and the issuance of which does not constitute a distribution (other than a distribution already qualified by prospectus or similar offering document) or constitutes an exempt distribution under applicable Canadian securities laws; and (b) can be traded by the holder thereof without any restriction under applicable Canadian securities laws (other than the statutory four-month hold period in respect of an exempt distribution), except in the case of a “control distribution” as defined under applicable Canadian securities laws.

“General Security Agreement” means an agreement governed by Ontario or local law pursuant to which a Guarantor grants a security interest to the Collateral Agent in all of its presently held and future acquired undertaking, property and assets.

“Good Industry Practice” means, in relation to any decision or undertaking, the exercise of that degree of diligence, skill, care, prudence, oversight, economy and stewardship which is commonly observed or would reasonably be expected to be observed by skilled and experienced professionals in the Canadian or Namibian (as the case may be) mining industries engaged in the same type of undertaking under the same or similar circumstances.

“Governmental Body” means any domestic or foreign federal, provincial, regional, state, municipal or other government, governmental department, agency, authority or body (whether administrative, legislative, executive or otherwise), court, tribunal, commission or commissioner, bureau, minister or ministry, board or agency, or other regulatory authority, including any securities regulatory authorities or stock exchange.

“Graphite Products” means any and all graphite in whatever form or state that is mined, produced, extracted or otherwise recovered from Minerals, including any graphite derived from any processing or reprocessing of any tailings, waste rock or other waste products originally derived from Minerals.

“Guarantee” means, with respect to any Person, any direct or indirect liability, contingent or otherwise, of such Person with respect to any indebtedness, letter of credit, lease, dividend or other financial obligation of another, including any such obligation directly or indirectly guaranteed, endorsed (otherwise than for

collection or deposit in the ordinary course of business) or discounted or sold with recourse by such Person, or in respect of which such Person is otherwise directly or indirectly liable, including any such obligation in effect guaranteed by such Person through any agreement (contingent or otherwise) to purchase, repurchase or otherwise acquire such obligation or any security therefor, or to provide funds for the payment or discharge of such obligation (whether in the form of loans, advances, stock purchases, capital contributions or otherwise), or to maintain the solvency or any balance sheet or other financial condition of the obligor of such obligation (including keep-well covenants), or to make payment for any products, materials or supplies or for any transportation or services regardless of the non-delivery or non-furnishing thereof, in any such case if the purpose or intent of such agreement is to provide financial assurance that such obligation will be paid or discharged, or that any agreements relating thereto will be complied with, or that the lender of such obligation will be protected against loss in respect thereof. The amount of any guarantee shall be equal to the outstanding principal amount of the obligation guaranteed or such lesser amount to which the maximum exposure of the guarantor shall have been specifically limited.

“Guarantors” means, collectively, (i) each of the guarantors of the Obligations that are signatories to this Agreement and (ii) each Subsidiary who becomes a guarantor by execution of a Guarantee and grants security in all of its undertaking, property and assets (including, equity interests) after the Original Closing Date, in each case in accordance with Section 5.2 of this Agreement and in such forms as are satisfactory to the Administrative Agent, and **“Guarantor”** means any one of them, as the context may require. As of the Original Closing Date, the Guarantors consisted of LDI Project Owner, OK Project Owner, OK Mining Subsidiary and OK Processing Subsidiary. As of the Closing Date, the Italian Subsidiary shall be deemed to be added as a Guarantor (and an Obligor) under this Agreement and any other Loan Document (in addition to the Guarantors as of the Original Closing Date); provided that notwithstanding anything to the contrary, (i) the Italian Subsidiary shall be subject to, in addition to the representations and warranties and covenants applicable to the Obligors set out in this Agreement, the additional representations and warranties set out in Section 4.1(ss) and the additional covenants set out in Section 6.10(w), and (ii) on the terms set forth in the last paragraph of Section 6.10, the Italian Subsidiary shall not constitute a Guarantor or Obligor for the purposes of certain restrictions applicable to any Restricted Party.

“Hazardous Substances” means any substance, material or waste defined, regulated, listed or prohibited by Environmental Laws, including pollutants, contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, tailings, wasterock, radioactive materials, flammable substances, explosives, petroleum and petroleum products, polychlorinated biphenyls, chlorinated solvents and asbestos.

“Hedging Arrangement” means any interest rate, currency, equity or commodity swap, hedge, derivative, forward sale or similar arrangement.

“HSEC Policies” means any integrated health, safety, environmental and community policies and operating guidelines for each Project, as the same may be amended, revised, supplemented or replaced from time to time in accordance with the terms hereof.

“IFRS” means the International Financial Reporting Standards adopted by the International Accounting Standards Board from time to time.

“Inchoate Lien” means, with respect to any property or asset of any Person, the following liens:

- (a) any lien for Taxes, assessments or governmental charges not yet due or being contested in good faith by appropriate proceedings and for which a reasonable reserve satisfactory to the Administrative Agent has been provided; and

- (b) undetermined or inchoate liens, privileges or charges incidental to current operations which have not been filed (or are not required to be filed) pursuant to law against such Person's property or assets or which relate to obligations not due or delinquent.

"Indemnified Party" has the meaning ascribed to such term in Section 3.10(b).

"Initial Facility" has the meaning ascribed to such term in Section 2.1.

"Initial Interest Period" means the period from (and including) the Original Closing Date to (and excluding) the first Quarterly Payment Date.

"Initial Loan" has the meaning ascribed to such term in Section 2.2.

"Intercreditor Agreement" means the intercreditor agreement dated the Original Closing Date between, among others, the Collateral Agent, the LDI Royalty Holder and the OK Stream Purchaser and the Obligors.

"Interest Expense" of the Borrower means, for any period, without duplication and on a consolidated basis, the aggregate amount of interest and other financing charges paid or payable on account of such period with respect to Debt including interest (but excluding, for clarity, interest payments or other transfers between Obligors to the extent such amounts would be netted on an inter-company basis under the consolidated financial statements of the Borrower), amortization of discount and financing fees, commissions, discounts, the interest or time value of money component of costs related to factoring or securitizing receivables or monetizing inventory and other fees and charges payable with respect to letters of credit, letters of guarantee and bankers' acceptance financing, standby fees, the interest component of Capitalized Lease Obligations and net payments (if any) pursuant to Hedge Arrangements involving interest, all as determined in accordance with IFRS.

"Interest Period" means, (i) initially, the Initial Interest Period, and (ii) thereafter, each period starting from (and including) each Quarterly Payment Date and to (but excluding) the earlier of (A) the next Quarterly Payment Date and (B) the Maturity Date.

"Interest Rate" means in respect of an Interest Period, a floating rate of interest equal to 9.0 % plus the greater (i) Adjusted Term SOFR or (ii) 1.0 %, per annum; provided that in respect of the Initial Interest Period, the Interest Rate shall be deemed to be 10 % per annum.

"Investment" means, with respect to any Person, the making by such Person of: (a) any direct or indirect investment in or purchase or other acquisition of the securities of or an equity interest in any other Person, (b) any loan or advance to, or arrangement for the purpose of providing funds or credit to (excluding extensions of trade credit in the ordinary course of business in accordance with customary commercial terms), any other Person, or (c) any capital contribution to (whether by means of a transfer of cash or other property or any payment for property or services for the account or use of) any other Person; provided that, for greater certainty, an Acquisition shall not be treated as an Investment.

"Italian Subsidiary" means Northern Graphite Italy S.R.L., a company incorporated under the laws of the Republic of Italy.

"Italian Subsidiary Investment Cap" means, at any time, \$100,000, calculated as the aggregate of (i) all Investments made by the Borrower in the equity capital of the Italian Subsidiary (less any return of capital thereon) and (ii) all Investments by way of Subordinated Intercompany Debt that is outstanding at such time.

“**June 2023 Interest Payment Option Fee**” has the meaning ascribed to such term in Section 2.4(a)(iv).

“**Key Transaction Agreements**” means, collectively, this Agreement, the Original Royalty Agreement for any period prior to the date hereof, the Amended Royalty Agreement for any period on or after the date hereof, the OK Stream Agreement, and the Warrant Certificates.

“**LDI Project**” means the Lac Des Iles natural graphite mine and processing plant in Lac-des-Iles, province of Quebec, referred to as the “Business” in the LDI Project Acquisition Agreement and depicted on the map attached at Schedule 4.1(j).

“**LDI Project Owner**” means Graphite Nordique Inc.

“**LDI Project Acquisition Agreement**” means the asset purchase and sale agreement dated as of December 2, 2021 among LDI Seller, as vendor, LDI Project Owner, as purchaser, and Borrower, as guarantor.

“**LDI Project Real Property**” means all real property interests, all mining claims, patented claims, fee title, unpatented mining claims, millsite claims, licenses, leases (including mining leases) surface rights, mining concessions, permits, authorizations and all other mining rights and titles, rights to mineral substances and rights to carry out work above, on or underneath land for the purposes of exploration, appraisal, development and extraction of mineral substances (including, without limitation, all mining rights granted pursuant to the *Mining Act* (Quebec)), together with all applications, surveys, easements, servitudes, rights of way, rights, titles or titles or interest of every kind and description, to which any Obligor has rights or in which it holds an interest, directly or indirectly, or otherwise owns or controls, at any time during the term of this Agreement whether or not such rights, interest, ownership or control is held continuously, and relating to or acquired in connection with one or more of the foregoing, and all accessions and successions thereto and all extensions, renewals, replacements, conversions or substitutions thereof, whether created privately or through government action, the whole relating to the LDI Project (which as of the Closing Date, are as set forth in Schedule 4.1(j)), together with all buildings, structures, improvements, appurtenances and fixtures thereon or attached thereto, whether created privately or by the action of any Governmental Body. The LDI Project Real Property is depicted on the map attached at Schedule 4.1(j).

“**LDI Restoration Plan**” means the restoration plan in respect of the LDI Project delivered March 17, 2020 to the MERN, as approved by the letter from MERN dated July 23, 2020, as amended by the letter from MERN dated November 5, 2021, and transferred to the Borrower by the letter from the MERN dated November 8, 2022, all under MERN reference no. 8341-0196, as the same may be amended, supplemented or otherwise modified from time to time.

“**LDI Royalty Holder**” means Sprott Private Resource Streaming and Royalty (B) Corp.

“**LDI Seller**” means Imerys Graphite & Carbon Canada Inc.

“**LDI Transition Period**” means the period from the Original Closing Date until end of the Term (as such term is defined in the LDI Transition Services Agreement).

“**LDI Transition Services Agreement**” means the Transition Services Agreement, dated as of the Original Closing Date, between the LDI Seller and the LDI Project Owner.

“**LDI Warehoused Products**” means the Warehoused Products as such term is defined in the LDI Warehousing Agreement.

“**LDI Warehousing Agreement**” means the warehousing services agreement, dated as of the Original Closing Date, between the LDI Seller and the LDI Project Owner, as the same may be amended, restated, amended and restated, supplemented, modified or superseded from time to time in accordance with terms hereof.

“**Lenders**” means:

- (a) Sprott Private Resource Streaming and Royalty (Collector) LP; and
- (b) any Successor and assign in accordance with Article 10.5.

“**Life of Mine**” means the period during which all Reserves and Resources at any Project, as approved by the Board and reported in the Borrower’s most recent Reserve and Resource statement or applicable Mine Plan or other project description filed from time to time with any Governmental Body in respect of such Project, and projected to be extracted through planned mining activities at or in connection with such Project.

“**Loan**” has the meaning ascribed to such term in Section 2.2.

“**Loan Documents**” means, collectively, this Agreement, the Guarantee executed by each Guarantor, the Security Documents executed by the Borrower and each of the Guarantors, the Intercreditor Agreement, and all other agreements, instruments and documents from time to time (both before and after the date of this Agreement) delivered to the Lenders, the Administrative Agent or the Collateral Agent for the benefit of the Lenders in connection with this Agreement or the other Loan Documents.

“**Loan Life Coverage Ratio**” means, as of the last day of each Fiscal Quarter, on a consolidated basis (i) the projected (based on consensus metal pricing) NPV of CFADS over the remaining term to the Maturity Date plus cash on hand as of such date, divided by (ii) the outstanding principal amount of Debt as of such date.

“**Majority Lenders**” means, at any time, one or more Lenders holding greater than 50% of the Principal Amount.

“**Mandatory Prepayment Amount**” has the meaning ascribed to it in Section 2.5(d).

“**Material Adverse Effect**” means, individually or in the aggregate, any event, change or effect that would reasonably be expected to have a materially adverse effect on (a) the business, affairs, capitalization, assets, liabilities, results of operations or condition (financial or otherwise) of the Borrower and its Subsidiaries, taken as a whole, (b) the development or operation or economic viability of each Project as contemplated by the applicable Mine Plan (as in effect at the time of such event, change or effect), (c) the ability of any Obligor to consummate the transactions contemplated by the Loan Documents or to perform their respective obligations under the Loan Documents or any Warrant Certificates, or (d) the rights and remedies of the Administrative Agent or Lenders under the Loan Documents.

Notwithstanding the foregoing, normal course price fluctuations in the commodity markets shall not, in and of themselves, be deemed to constitute a Material Adverse Effect.

“**Material Contracts**” means:

- (a) the Contracts listed in Schedule 4.1(i)(i);

- (b) the OK Stream Agreement;
- (c) the Amended Royalty Agreement;
- (d) any Contract involving the potential expenditure by or revenue to the Obligors of more than \$1,000,000 in the aggregate or in excess of \$500,000 in any Fiscal Year, in each case, under such Contract;
- (e) any Contract under which the Obligors are entitled to receive, or are actually or contingently obligated to make, annual payments in excess of \$1,000,000 or aggregate payments in excess of \$500,000, in each case, under such Contract;
- (f) any Contract which is a lease, concession, right or other interest for, or otherwise involves the use, possession or occupation of, any Project Real Property; and
- (g) any other Contract, the breach, loss or termination of which would be, or would reasonably be expected to result in a Material Adverse Effect.

“**Material Project Authorizations**” means, in relation to a Project, the (a) Project Authorizations listed in Schedule 4.1(p), and (b) any other Project Authorization, the breach, loss or termination of which would, or would reasonably be expected to, result in a Material Adverse Effect relating to such Project.

“**Maturity Date**” means April 29, 2026.

“**MERN**” means Ministère de l’Énergie et des Ressources naturelles.

“**Mine Plan**” means each Project’s mine plan for the Life of Mine (A) as updated pursuant to any Non-Material Mine Plan Amendment and otherwise (B) as updated and approved annually by the Board. As of the Original Closing Date, the Mine Plan of the LDI Project is the technical report dated February 2, 2022 entitled “Technical Report on the Lac-des-Iles Quarry, Quebec, Report for NI 43-101” prepared by SLR Consulting (Canada) Inc. and Soutex Inc. and the Mine Plan of the OK Project is the report dated November 20, 2021 entitled “Okanjande Project - Mining Report” prepared for the Seller by The MSA Group (Pty) Ltd.

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

“**Mining and Exploration Rights**” means all of the Obligors’ mineral title and rights of exploitation, whether under law, contract or otherwise, including all mining licenses, mineral claims, mining claims, concessions, exploration licences, exploitation licences, prospecting licenses and mining leases.

“**Mining and Processing Activities**” means the exploration, development, extraction, beneficiation, processing, treatment, refining, transportation, sale or commercialization of Minerals and all operations related to the foregoing.

“**Mining Company**” means a Person who is primarily in the business of owning and operating mines, and for greater certainty excludes Persons who are primarily in the business of investing in, or providing financing to, Mining Companies (whether by way of equity, loan, stream, off-take or other similar arrangement).

“**Minimum Cash Balance**” has the meaning ascribed to it in Section 7.1(j).

“**Minimum Working Capital**” has the meaning ascribed to it in Section 7.1(j).

“**Namibian Bank Accounts**” means any bank account that is held with a Namibian banking institution and which has or will be opened by the Borrower and/or the Namibian Obligors from time to time, and all amounts standing to the credit of those accounts from time to time, and which includes without limitation the Namibian Segregated Account.

“**Namibian Claims**” means, in relation to the OK Project only, all claims of any nature whatsoever and howsoever arising which the Borrower and Namibian Obligor has or may have in respect of any indebtedness against any debtor of the Borrower and Namibian Obligor from time to time as at the Original Closing Date and at any time thereafter, whether or not such claims are manifest or evidenced by any written document or acknowledgement, and all rights of action arising thereunder together with all other rights, benefits, income, proceeds and powers attaching or accruing to the Borrower or Namibian Obligor in respect thereof or flowing therefrom, including all security interests of whatsoever nature currently held or to be held in respect of any such claims, and including without limitation claims in respect of Offtake Agreements, in each case to the extent such claims, or the indebtedness subject of such claims, are governed by Namibian law, or are with respect to, or are secured by, assets located in Namibia.

“**Namibian Deposit Account Control Agreement**” means an account bank account agreement in respect of a Namibian Bank Account between the Lenders, the applicable Namibian Obligor and the applicable bank.

“**Namibian Insurance**” means, in relation to the Borrower and any Namibian Obligor, any and all contracts or policies of insurance and re-insurance, cover notes, endorsements or similar documents taken out by it, or on its behalf, and those which will be taken out by it or on its behalf, or under which it has the right to claim from time to time and including all Namibian Insurance Proceeds, and which concern the OK Project or any part thereof.

“**Namibian Insurance Proceeds**” means all proceeds, returned premiums, ex gratia payments and amounts payable or paid to or on account of the Borrower and Namibian Obligor in respect of any claim relating to the OK Project under any Namibian Insurance.

“**Namibian Obligor**” means, (i) as of the Closing Date, the OK Project Owner, the OK Mining Subsidiary and the OK Processing Subsidiary and (ii) thereafter, any other Obligor from time to time established under the laws of Namibia thereof in accordance with the terms hereof.

“**Namibian Project Agreements**” means the Project Agreements, including without limitation, all Offtake Agreements, in respect of which the Borrower and/or a Namibian Obligor are a party to and which concern the OK Project.

“**Namibian Project Authorizations**” means the Project Authorizations that have or will be given by any Namibian Governmental Body to the Borrower and the Namibian Obligors;

“**Namibian Related Rights**” means, in relation to the Namibian Secured Property (to the extent applicable):

- (a) any monies and proceeds (including the proceeds of a disposal or other realisation) accrued or receivable in respect of all or part thereof;
- (b) all rights and benefits in respect of any agreement for the disposal thereof;

- (c) all contracts, warranties, remedies, Security, indemnities and other undertakings in respect thereof; and
- (d) any of the reversionary or other interests.

“**Namibian Restricted Property**” means any Namibian Project Authorizations and Namibian Project Agreements which, as a result of restrictions imposed under any applicable law, regulation or contract:

- (a) cannot be ceded in *securitatem debiti* or pledged; or
- (b) can only be so ceded with notice to or the consent of a third party, and the required notice has not been given or the relevant consent has not been obtained,

provided that such property will remain Namibian Restricted Property only for so long as and to the extent that the above restrictions continue to apply.

“**Namibian Security Documents**” means:

- (a) a guarantee, pledge and cession in security, in terms whereof the Borrower and each applicable Obligor pledges and cedes in security (*in securitatem debiti*) to the Lenders all of its shares it owns in each Namibian Obligor, its current and future claims of whatsoever nature against such Namibian Obligors, whether in the form of shareholder loans (including, for greater certainty, the Receivable (as such term is defined in the OK Project Acquisition Agreement), or otherwise and related rights with regard to the aforesaid shares and claims;
- (b) a guarantee and cession in security, in terms whereof the Borrower and each Namibian Obligor pledges and cedes in security (*in securitatem debiti*) to the Lenders all of the following intangible property (“**Namibian Secured Property**”):
 - (i) the Namibian Claims;
 - (ii) the Namibian Insurances;
 - (iii) the Namibian Bank Accounts;
 - (iv) the Namibian Project Authorizations;
 - (v) the Namibian Project Agreements; and
 - (vi) the Namibian Related Rights,

and all of such Namibian Obligor’s rights and interests therein and thereto of whatsoever nature and howsoever arising (whether actual, prospective or contingent, direct or indirect, arising under common law or statute, whether a claim for the payment of money or the performance of another obligation and whether or not those rights and interests were within the contemplation of the Parties at the date of this Agreement) and, individually, any property forming part thereof, but excluding in relation to any Namibian Project Authorizations any Namibian Restricted Property for so long such property constitutes Namibian Restricted Property; and

- (c) each Namibian Deposit Account Control Agreement.

“**Namibian Segregated Account**” means a bank account in Namibia that is controlled by the Collateral Agent in a manner satisfactory to the Lenders pursuant to a Namibian Deposit Account Control Agreement.

“**National Instrument 43-101**” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*, as the same may be amended from time to time, of the Canadian Securities Administrators (or any successor instrument, rule or policy).

“**Net Cash Proceeds**” means in relation to a Significant Equity Raise, the proceeds thereof net of all legal fees, investment banking fees, accountants’ fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

“**Net Disposition Proceeds**” means, with respect to any Disposition, the aggregate cash proceeds of such Disposition net of reasonable, bona fide direct transaction costs (including fees and commissions applicable thereto), expenses incurred in connection with such Disposition and Taxes directly attributable to the Disposition.

“**Net Insurance Proceeds**” means the aggregate cash proceeds of insurance received by any Obligor in respect of any loss, damage to or destruction of any of the Collateral after deducting therefrom all reasonable fees, costs and expenses (including legal and accounting fees) incurred in connection with the collection of such proceeds (as evidenced by supporting documentation provided to the Lenders upon request), without deduction for any insurance premiums or similar payments, provided however that insurance proceeds arising from third-party liability insurance shall not constitute Net Insurance Proceeds.

“**Non-Material Mine Plan Amendment**” means an amendment to a Mine Plan which: (A) would not reasonably be expected to have a Material Adverse Effect, (B) does not reduce the design capacity of the applicable Project or the projected production volumes from such Project (relative to the initial Mine Plan in effect on the Original Closing Date), (C) would not reasonably be expected to limit, restrict or impair the Borrower’s ability to meet and perform its obligations hereunder, including for certainty its ability to remain in compliance with the financial covenants in Section 6.11, (D) would not reasonably be expected to result in a material increase in the technical, operational or design risk of such Project, and (E) does not, and would not reasonably be expected to, result in an increase to the Annual Forecast Report then in effect of more than 5%, provided that any amendment to such Mine Plan that, when taken together with all other amendments to such Mine Plan since the most recent approval of such Mine Plan by the Majority Lenders, would not constitute a Non-Material Mine Plan Amendment shall be deemed to not be a Non-Material Mine Plan Amendment.

“**NPV of CFADS**” means the net present value, as of any date, of the Borrower’s Cash Flow Available for Debt Service, calculated using a discount rate equal to the Interest Rate in effect as of such date.

“**Obligations**” means, collectively and at any time and from time to time, all of the Debt, liability and obligations (present or future, absolute or contingent, matured or not) of the Obligors owed to the Administrative Agent, the Collateral Agent and the Lenders under this Agreement (including for greater certainty, the Initial Loan and the Additional Loan) or under any other Loan Document, whether actual or contingent, direct or indirect, matured or not, now existing or hereafter arising.

“**Obligors**” means, collectively, the Borrower and the Guarantors.

“**OFAC**” means The Office of Foreign Assets Control of the US Department of the Treasury.

“**Officer’s Certificate**” means a certificate in form satisfactory to the Administrative Agent, acting reasonably, (a) in the case of any such certificate of the Borrower, signed by the Chief Executive Officer

or the Chief Financial Officer of the Borrower, and (b) in all other cases, of the applicable Person required to provide such certificate signed by the President or a Vice-President of such Person or by such other of its senior officers, managers or directors as may be reasonably acceptable to the Administrative Agent.

“**Offtake Agreement**” means any agreement entered into by any Obligor or an Affiliate of an Obligor, as seller, with any Person (i) for the sale of Minerals to such Person or (ii) for the processing, refining or other beneficiation of Minerals by such Person for the benefit of such Obligor.

“**Offtaker**” means any Person that enters into an Offtake Agreement with an Obligor or an Affiliate of an Obligor.

“**OK Mining Subsidiary**” means Northern Graphite Okanjande Mining (Proprietary) Limited (formerly, Imerys Gecko Okanjande Mining (Pty) Ltd).

“**OK Processing Facility**” means the graphite processing plant and related infrastructure that is located on the OK Project Real Property and used in connection with the OK Project.

“**OK Processing Subsidiary**” means Northern Graphite Processing (Namibia) (Proprietary) Limited (formerly, Imerys Gecko Graphite (Namibia) (Pty) Ltd.).

“**OK Project**” means the Okanjande graphite mining project located near the town of Otjiwarongo in the Republic of Namibia, the illustrative site map of which is attached as Schedule D to the OK Stream Agreement exploited under a mining license with number ML 196, and the exclusive prospecting license with number EPL 4717, entitling the holder to conduct exploration and mining activities as set out therein and related infrastructure located on the OK Project Real Property and used in connection with Mining and Processing Activities.

“**OK Project Acquisition Agreement**” means the share purchase agreement dated as of December 2, 2021 among the OK Sellers, as vendors, and Borrower, as purchaser.

“**OK Project Financial Statements**” means the audited internal financial statements of OK Project Owner, on a consolidated basis, in respect of the year ended December 31, 2020, as scheduled to the OK Project Acquisition Agreement.

“**OK Project Owner**” means Northern Graphite Holdings (Namibia) (Proprietary) Limited (formerly, Imerys Gecko Holdings (Namibia) (Pty) Ltd.).

“**OK Project Real Property**” means all real property interests, all mining licenses and exclusive prospecting licenses, all mineral claims, mineral leases and other mineral rights, concessions and interests, and all surface access rights held by any Obligor relating to the OK Project, including, without limitation, compensation agreements with private land owners (which as of the date hereof, are as set forth in Schedule 4.1(j)), and all buildings, structures, improvements, appurtenances and fixtures thereon or attached thereto, whether created privately or by the action of any Governmental Body. “OK Project Real Property” shall also include any term extension, renewal, replacement, conversion or substitution of any such real property interests, mineral claims, mineral leases, mineral rights, concessions or interests, and surface access rights, owned or in respect of which an interest is held, directly or indirectly, by any Obligor at any time during the term of this Agreement, whether or not such ownership or interest is held continuously. The OK Project Real Property is depicted on the map attached at Schedule 4.1(j).

“**OK Regulatory Approvals**” means the Regulatory Approvals as such term is defined in the OK Project Acquisition Agreement.

“**OK Sellers**” means Gecko Namibia (Pty) Ltd. and MIRCAL.

“**OK Stream Agreement**” means the metals purchase and sale agreement dated the Original Closing Date between the Borrower, as seller, and OK Stream Purchaser, as purchaser, as the same may be amended, restated, amended and restated, supplemented, modified or superseded from time to time in accordance with terms hereof.

“**OK Stream Purchaser**” means Sprott Private Resource Streaming and Royalty (B) Corp.

“**OK TSF**” means the tailings facility for the OK Project.

“**Operating Costs**” means those cash expenditures in connection with mining for, and milling of, Minerals, all as determined in accordance with IFRS, the applicable Mine Plan and the applicable Annual Forecast Report.

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

“**Original Closing Date**” means April 29, 2022.

“**Original Currency**” has the meaning ascribed to it in Section 10.8(a).

“**Original Royalty Agreement**” means the royalty agreement dated the Original Closing Date between LDI Project Owner and LDI Royalty Holder, as amended and restated by the Amended Royalty Amendment.

“**Other Connection Taxes**” means, with respect to any Lender, Taxes imposed as a result of a present or former connection between such Lender and the jurisdiction imposing such Tax (other than connections arising from such Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan Document).

“**Other Currency**” has the meaning ascribed to it in Section 10.8(a).

“**Other Rights**” means all licenses, approvals, authorizations, consents, rights (including surface rights, access rights and rights of way), privileges, concessions or franchises held by an Obligor or required to be obtained from any Person (other than a Governmental Body) for the development and operation of any Project, as contemplated by the current or then applicable Mine Plan.

“**Permitted Asset Disposition**” means, as at any particular time, a sale, transfer or other Disposition of: (a) property that is obsolete, redundant or no longer required in the conduct of the business of the Obligors, or is being replaced, to third parties; (b) Minerals from one Obligor to another Obligor in the ordinary course of business; (c) Minerals to the OK Stream Purchaser under the OK Stream Agreement; (d) refined Minerals to third parties in the ordinary course of business in compliance with the terms of this Agreement; and (e) any other asset of any Obligor provided that the aggregate value of all such assets Disposed of during any Fiscal Year does not exceed \$500,000.

“**Permitted Debt**” means:

- (a) the Obligations;

- (b) obligations of the Borrower and the Guarantors in relation to this Agreement and any other Key Transaction Agreement;
- (c) Debt secured by Encumbrances permitted pursuant to clause 1.1(i) of the definition of Permitted Encumbrances;
- (d) Subordinated Intercompany Debt;
- (e) deposits received from customers in the ordinary course of business;
- (f) unsecured trade payables incurred in the ordinary course of business;
- (g) up to an aggregate amount of \$8,250,000 unsecured Debt in respect of surety or completion bonds, standby letters of credit or letters of guarantee securing mine closure, asset retirement, environmental reclamation and indemnification obligations of the Obligor to the extent required by Applicable Laws or a Governmental Body, including in connection with the LDI Restoration Plan and the OK TSF, provided that up to C\$3,000,000 (the **“Reclamation Secured Debt”**) of such Debt may be secured by the Encumbrances permitted pursuant to clause (p) of the definition of Permitted Encumbrances;
- (h) the obligations to pay any adjustments to the purchase prices pursuant to each of the Project Acquisition Agreements;
- (i) the guarantee by the Borrower of the LDI Project Owner’s obligations under the LDI Project Acquisition Agreement;
- (j) any other Debt of the Obligor, provided that the aggregate amount thereof does not exceed \$385,000 in lieu thereof at any time; and
- (k) up to C\$150,000 of Debt incurred in the ordinary course under corporate credit cards (the **“Corporate Credit Card Debt”**); and
- (l) any other Debt of the Obligor permitted in writing by the Administrative Agent.

“Permitted Encumbrances” means, in respect of any Collateral, any of the following:

- (a) Encumbrances arising from court or arbitral proceedings or any judgment rendered, claim filed or registered related thereto, provided that the judgment or claim secured thereby are being contested in good faith by such Person, adequate reserves with respect thereto are maintained on the books of such Person in accordance with IFRS, execution thereon has been stayed and continues to be stayed;
- (b) good faith deposits made in the ordinary course of business to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money), leases, surety, customs, performance bonds and other similar obligations, provided (i) no such Encumbrances materially impair the operation of the business of any Obligor or any Project, and (ii) such Encumbrances may at no time exceed \$1,000,000 of underlying obligations in the aggregate;
- (c) Encumbrances made or incurred in the ordinary course of business to secure (a) workers’ compensation, surety or appeal bonds, letters of credit, costs of litigation when required by

law, Order, and public and statutory obligations, or (b) the discharge of Encumbrances or claims incidental to construction and mechanics', warehouseman's, carriers' and other similar liens or construction and mechanics' and other similar Encumbrances;

- (d) any development or similar agreements concerning real property of such Person or any Project entered into with a Governmental Body or public utility from time to time which do not and will not in the aggregate materially and adversely affect the Security or materially detract from the value of such property or materially impair its use in the operation of the business of such Person or any Project, and which are not violated in any material respect;
- (e) any Inchoate Lien;
- (f) such minor defects as may be revealed by an up to date plan of survey of any property and any minor registered or unregistered encumbrances, including, without limitation, easements, rights of way, rights of view, encroachments, restrictive covenants, servitudes or other similar rights in land granted to or reserved by other Persons, rights of way for sewers, electric lines, telephone lines and other similar purposes, or zoning by-laws or other restrictions as to the use of real property which defects, encumbrances, easements, servitudes, rights of way and other similar rights and restrictions do not materially detract from the value of the said properties or materially impair their use in the operation of the business of any Obligor or any Project;
- (g) security or deposits given to a public utility or any Governmental Body when required by such utility or Governmental Body pursuant to any Project Agreement;
- (h) the Security;
- (i) Encumbrances securing Purchase Money Obligations and Capitalized Lease Obligations, including any conditional or instalment sales agreements and including any rights resulting from a lease, relating solely to the acquisition of equipment necessary for the development, construction or operation of any Project, provided that the aggregate of the Debt outstanding at any time in respect of the Purchase Money Obligations and Capitalized Lease Obligations referred to in this paragraph (i) shall not exceed \$3,000,000; and provided that such Encumbrances extend only to the property clearly and individually identified as acquired or financed thereby (including the proceeds of such property) and no recourse is available to any other assets of any Obligor;
- (j) Encumbrances for Taxes, assessments or governmental charges or levies not at the time due or delinquent provided that the claims secured thereby are being contested in good faith and adequate reserves with respect thereto are maintained in accordance with IFRS;
- (k) Encumbrances and charges incidental to construction or current operations (including, without limitation, carrier's warehouseman's, mechanics', materialmen's and repairmen's liens) that have not at such time been filed pursuant to law or which relate to obligations not due or delinquent provided that the claims secured thereby are being contested in good faith and adequate reserves with respect thereto are maintained in accordance with IFRS;
- (l) the right reserved to or vested in any Governmental Body by the terms of any lease, licence, franchise, grant or permit acquired by an Obligor or by any statutory provision, to terminate

any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;

- (m) the restrictions, exceptions, reservations, limitations, provisos and conditions, if any, expressed in any original patents or grants from any Governmental Body;
- (n) Encumbrances on concentrates or Minerals or the proceeds of sale of such concentrates or Minerals arising or granted pursuant to a processing or refining arrangement entered into in the ordinary course and upon usual market terms, securing only the payment of the fees, costs and expenses attributable to the processing of such concentrates or Minerals under any such processing or refining arrangement, but only insofar as such Encumbrances relate to obligations which are at such time not past due or the validity of which are being contested in good faith by appropriate proceedings and adequate reserves with respect thereto are maintained in accordance with IFRS;
- (o) Encumbrances granted in connection with the OK Stream Agreement and the Amended Royalty Agreement, provided that in each case such Encumbrances are subject to the Intercreditor Agreement;
- (p) Encumbrances granted in one or more Guaranteed Investment Certificates (the “**Reclamation Security**”) for the purposes of securing Debt of the type permitted under clause (g) of the definition of Permitted Debt, provided that the aggregate amount of the Guaranteed Investment Certificates securing such Debt does not exceed the amount of Reclamation Secured Debt permitted pursuant to such clause (unless agreed to in writing by the Lenders);
- (q) Encumbrances granted in a Guaranteed Investment Certificate (the “**Corporate Credit Card Security**”) for the purposes of securing the Debt permitted under clause (k) of the definition of Permitted Debt, provided that the Guaranteed Investment Certificate securing such Debt and other obligations relating thereto does not exceed the amount of Debt permitted under such clause (k); and
- (r) other Encumbrances agreed to in writing by the Lenders.

“**Permitted Restricted Payments**” means:

- (a) payments by an Obligor to the Borrower for the purpose of servicing regularly scheduled interest obligations of the Borrower under this Agreement (and provided that such funds are actually used to satisfy such interest obligations);
- (b) payments of the Borrower to the Lenders and the Administrative Agent under this Agreement;
- (c) payments by an Obligor to the Borrower for management fees in respect of the Projects;
- (d) regularly scheduled payments by an Obligor in respect of Permitted Debt under paragraph (d) and (k) of such definition regarding Purchase Money Obligations and Capital Lease Obligations, and other Permitted Debt permitted by the Administrative Agent respectively;

- (e) required payments by the Obligors in respect of Permitted Debt under paragraph (g) of such definition regarding reclamation obligations;
- (f) bonus payments paid to any employee, officer or director or any Obligor in the normal course of business and pursuant to a duly adopted corporate policy; and
- (g) payments by any Obligor to another Obligor.

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

“**Prepayment Premium**” has the meaning ascribed to it in Section 2.7(a).

“**Principal Amount**” means the principal amount of the Loan outstanding under this Agreement from time to time (including, for greater certainty, all Capitalized Interest).

“**Prohibited Lender**” means (i) any Mining Company that is engaged in the same or substantially similar business as any Obligor; and (ii) any Person that is a Sanctioned Person.

“**Projects**” means the LDI Project and the OK Project, and “**Project**”, as the context requires, means any of them.

“**Project Acquisitions**” means (i) the indirect acquisition by the Borrower of the LDI Project through the acquisition by LDI Project Owner of the Purchased Assets (as such term is defined in the LDI Project Acquisition Agreement), and (ii) the acquisition by the Borrower of all of the outstanding shares of the OK Project Owner pursuant to the OK Project Acquisition Agreement.

“**Project Acquisition Agreements**” means the LDI Project Acquisition Agreement and the OK Project Acquisition Agreement.

“**Project Agreements**” means all Contracts listed in Schedule 4.1(i)(iii) and all other Contracts of any Obligor relating to (a) the ownership, lease or use of each Project or Project Property, (b) the development and mining operations of each Project, (c) the sale or disposition of mineral production from each Project, including sales, royalty, streaming and off-take agreements and other similar arrangements, and (d) any option, right of first refusal or right, title, interest, reservation, claim, rent, royalty, or payment in the nature of rent or royalty, or right capable of becoming an option, right of first refusal or right, title, interest, reservation, claim, rent, royalty, or payment in the nature of rent or royalty, in respect of Project Property, or the mineral production or proceeds therefrom, in each case, whether entered into prior to or after the date of this Agreement.

“**Project Authorizations**” means all Authorizations and Other Rights (including environmental Authorizations) necessary for (a) the development and mining operations of each Project, and (b) the ongoing operation of commercial production transactions.

“**Project Owners**” means the LDI Project Owner and the OK Project Owner.

“**Project Property**” means in relation to a Project, all of the property, assets, undertaking, approvals, licenses, permits and rights of the Obligors in and relating to such Project, whether now owned or existing or hereafter acquired or arising, including real property, personal property and Mineral interests, and

specifically including, but not limited to: (a) such Project Real Property and Minerals; (b) all accounts, instruments, chattel paper, deposit accounts, documents, intangibles, goods (including inventory, equipment and fixtures), money, letter of credit rights, supporting obligations, claims, causes of action and other legal rights and investment property in each case relating to such Project; (c) all products, proceeds (including proceeds of proceeds), rents and profits of the foregoing; and (d) all books and records of the Obligors related to any of the foregoing.

“Project Real Property” means the OK Project Real Property and the LDI Project Real Property.

“Public Disclosure Documents” means, collectively, all the documents which have been filed by or on behalf of the Borrower with the relevant Securities Regulators pursuant to the requirements of Securities Laws, including all documents publicly available on the Borrower’s SEDAR profile.

“Purchase Money Obligations” means the outstanding balance of the purchase price of real and/or personal property, title to which has been acquired or will be acquired upon payment of such purchase price, or indebtedness to non-vendor third parties incurred to finance the acquisition of such new and not replacement real and/or personal property, or any refinancing of such indebtedness or outstanding balance.

“Quarterly Payment Date” means the last Business Day in each Fiscal Quarter ending March 31, June 30, September 30 and December 31 in each year.

“Quarterly Report” means a written report in relation to a Fiscal Quarter with respect to each Project, to be prepared by or on behalf of the applicable Project Owner or Borrower for each Fiscal Quarter, which shall include all of the information contained in the quarterly development and/or operating reports, as applicable, prepared and provided to the board of directors of any of the Borrower and, to the extent not contained in such reports, will also contain, for such Fiscal Quarter:

- (a) types, tonnes and grade of Minerals mined;
- (b) types, tonnes and grade of Minerals stockpiled;
- (c) with respect to the processing facilities, the types, tonnes and grade of processed Minerals; recoveries and grades for Minerals with relevant technical and commercial specifications;
- (d) with respect to processing facilities, the type, grade and moisture content of concentrates produced, with relevant technical and commercial specifications, as well as the identification and quantum of any penalty elements;
- (e) the amount of concentrate or other material, with relevant technical and commercial specifications of Minerals contained therein, produced or processed during such Fiscal Quarter, but not delivered to an Offtaker by the end of such Fiscal Quarter;
- (f) the amount of concentrate or other material, with relevant technical and commercial specifications of Minerals contained therein, produced and delivered to an Offtaker, and the names and addresses of each such Offtaker;
- (g) with respect to the LDI Project, the credit/payment to the payee and/or estimated credit/payment to the payee with respect to Graphite Products referred to in subsection (f) on account of the Royalty;

- (h) with respect to the LDI Project, a reconciliation between any estimated credit/payment specified in a Quarterly Report pursuant to subsection (g) for a preceding Fiscal Quarter and the final credit/payment;
- (i) with respect to the OK Project, the Deliveries made pursuant to the OK Stream Agreement;
- (j) with respect to the OK Project, a reconciliation between the estimated Deliveries specified in a Quarterly Report pursuant to subsection (i) for any preceding Fiscal Quarter and the final Deliveries;
- (k) the amount and a description of operating and capital expenditures;
- (l) an exploration update, including (x) the exploration focus, (y) the number of meters drilled and the applicable drill results, and (z) the exploration expenditures;
- (m) a comparison of the annual forecast production to the actual production on a year to date basis and an updated forecast for the remaining period of the year;
- (n) details of any material health or safety incidents or violations and/or material violations of any Applicable Laws (including Environmental Laws); and
- (o) details of any material First Nations or local community disputes or issues that have occurred on the Project Real Property relating to the Project or in respect of such Project.

“**Quebec Security Documents**” means, collectively, each deed of hypothec pursuant to which a Canadian Obligor grants a hypothec to the Collateral Agent, in its capacity as hypothecary representative, in all movable and immovable property, present and future, situated in the Province of Québec.

“**Reclamation Secured Debt**” has the meaning ascribed to it in clause (g) of the definition of “Permitted Debt”.

“**Reclamation Security**” has the meaning ascribed to it in clause (p) of the definition of “Permitted Encumbrances”.

“**Real Property**” means the Project Real Property and all other real property interests, mineral claims, mineral leases and other mineral rights concessions and interests, and all surface access rights held by any Obligor and all buildings, structures, improvements, appurtenances and fixtures thereon or attached thereto, whether created privately or by the action of any Governmental Body (which, as of the Closing Date, to the extent not constituting Project Real Property, are as set forth in Schedule 4.1(j)).

“**Related Party**” means, with respect to any Person (the “**first named Person**”), any Person that does not deal at arm’s length with the first named Person or is an Associate of the first named Person and, in the case of any Obligor, includes: (a) any director, officer, employee or Associate of the Borrower or any of its Affiliates, (b) any Person that does not deal at arm’s length with the Borrower or any of its Affiliates, and (c) any Person that does not deal at arm’s length with, or is an Associate of, a director, officer, employee or Associate of the Borrower or any of its Affiliates.

“**Release**” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, including the movement of Hazardous Substances through ambient air, soil, surface water, ground water, wetlands, land or subsurface strata.

“**Reserves**” means “Proven Mineral Reserves” and “Probable Mineral Reserves” as such terms are defined in the CIM Definition Standards.

“**Resources**” means “Measured Mineral Resources” and “Indicated Mineral Resources” as such terms are defined in the CIM Definition Standards.

“**Restricted Party**” has the meaning ascribed to such term in Section 6.10(w).

“**Restricted Payment**” means, with respect to any Obligor, any payment by such Person to any other Person (other than another Obligor) (i) of any cash dividends or any other distribution on any shares of its capital or other equity interests, (ii) on account of, or for the purpose of setting apart any property for a sinking or other analogous fund for, the purchase, redemption, retirement or other acquisition of any shares of its capital or other equity interests or any warrants, options or rights to acquire any such shares, (iii) of any principal of, or interest or premium on, or of any amount in respect of a sinking or analogous fund or defeasance fund for, any Debt of such Person ranking in right of payment, *pari passu* with or subordinate to the Obligations, or (iv) of any management, consulting or similar fee, or any material bonus or comparable payment, or material payment by way of gift or other gratuity, to any Related Party, unless such payment is to a director, officer or employee of the applicable Obligor in that capacity and consists of reimbursement for reasonable and ordinary course expenses related to the business of an Obligor incurred by such individual in accordance with the policies then in effect governing such reimbursements.

“**Revenue**” for any period, means the aggregate of the following amounts actually received by the Borrower on a consolidated basis during that period:

- (a) moneys received from the proceeds of the sale of Minerals;
- (b) interest earned on bank accounts;
- (c) the cash proceeds of the sale of any assets and insurance proceeds, except in each case where those amounts are required to be applied as a mandatory prepayment of the Obligations; and
- (d) refunds of Tax,

but excluding:

- (i) the proceeds of Debt and any other financial accommodation made available by a Lender; and
- (ii) insurance proceeds in respect of liabilities to third parties.

“**Sale-Leaseback**” means an arrangement under which title to any property or an interest therein is transferred by or on the direction of a Person (“X”) to another Person which leases or otherwise grants the right to use such property, asset or interest (or other property, which X intends to use for the same or a similar purpose) to X (or nominee of X), whether or not in connection therewith X also acquires a right or is subject to an obligation to acquire the property, asset or interest, and regardless of the accounting treatment of such arrangement.

“**Sanctioned Entity**” means (a) a country or a government of a country, (b) an agency of the government of a country, (c) an organization directly or indirectly controlled by a country or its government, or (d) a

Person resident in or determined to be resident in a country, in each case, that is subject to a country Sanctions program administered and enforced by OFAC or by any Canadian Governmental Body.

“**Sanctioned Person**” means, (a) any Person listed in any sanctions-related list of designated Persons maintained by any Canadian Governmental Body, or (b) a Person named on the list of Specially Designated Nationals maintained by OFAC.

“**Sanctions**” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the United States Government (including, without limitation, OFAC), or the Government of Canada, the United Nations Security Council, the European Union, Her Majesty’s Treasury or other relevant sanctions authority.

“**Securities Laws**” means all applicable securities laws and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, notices, orders, blanket rulings and other regulatory instruments of the Securities Regulators, and all rules and policies of the TSX and any other stock exchange on which securities of the Borrower are traded.

“**Securities Regulators**” means, collectively, the securities regulators or other securities regulatory authorities in each of the provinces and territories of Canada in which the Borrower is a reporting issuer, the United States, and in any other jurisdictions whose Securities Laws are applicable to the Borrower.

“**Security**” means the Encumbrances granted in favour of the Collateral Agent pursuant to the Security Documents.

“**Security Documents**” means, collectively, the Canadian Security Documents, the Namibian Security Documents, and any other security documents held from time to time by the Collateral Agent securing or intended to secure payment and performance of the Obligations, including the security described in Section 5.1.

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators.

“**Semi-Annual Cash Interest Payment Date**” means the last Business Day in each semi-annual period ending June 30, and December 31 in each year.

“**Significant Equity Raise**” means any Equity Issuance (i) where the gross proceeds of such Equity Issuance, or (ii) where the aggregate gross proceeds of such Equity Issuance together with the gross proceeds of all other Equity Issuances of any Obligor in the 12-month period prior to such Equity Issuance, are in each case, equal to, or in excess of, C\$15,000,000.

“**Subordinated Intercompany Debt**” means any unsecured debts, liabilities or obligations owing by an Obligor to any other Obligor, on any account and in any capacity, subordinated in accordance with the provisions of a subordination and postponement agreement in favour of the Administrative Agent, in form and substance satisfactory to the Administrative Agent, acting reasonably.

“**Subsidiary**” means with respect to any Person, any other Person which is Controlled directly or indirectly by that Person, and “**Subsidiaries**” means all of such other Persons.

“**Tax Returns**” means all returns, declarations, reports, estimates, elections, information returns and statements required to be filed in respect of any Taxes, including any schedule or attachment thereto or amendment thereof.

“**Taxes**” means all present and future taxes (including, for certainty, real property taxes), levies, imposts, stamp taxes, duties (including, without limitation, those required under the laws of Namibia), deductions, withholdings (including, without limitation, those required under the laws of Namibia), royalties (including, without limitation, royalties payable to the State Revenue Fund under the *Minerals (Prospecting and Mining Act, 1992)* (Act No. 33 of 1992 (Namibia), export levies under the *Export Levy Act, 2016* (Act No. 2 of 2016) (Namibia) (to the extent applicable), and those payment assessments, fees or other charges imposed by any Governmental Body, including any interest, additions to tax or penalties applicable thereto, and “**Tax**” shall have a corresponding meaning.

“**Technical Reports**” means (i) the technical report titled “Technical Report on the Lac-des-Iles Quarry, Quebec, Report for NI 43-101” dated February 2, 2022 prepared by Luke Evans, Marie-Claude Gosselin and Marc Lavigne of SLR Consulting (Canada) Ltd. and Guy Comeau and Jean Dionne of Soutex Inc.; and (ii) the technical report titled “Northern Graphite Corporation, Okanjande Mineral Resource Estimate, Namibia, NI 43-101 Technical Report” dated December 15, 2021 prepared by Robert Barnett, Ipelo gasela and Oliver Peters of The MSA Group (Pty) Ltd.

“**Term SOFR**” means, for any Interest Period, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Periodic Term SOFR Determination Day”) that is two Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term SOFR Determination Day.

“**Term SOFR Administrator**” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

“**Term SOFR Reference Rate**” means the forward-looking term rate based on SOFR.

“**Transfer Date**” means, in relation to a Transfer, the later of:

- (a) the proposed Transfer Date specified in the Transfer Certificate; and
- (b) the date on which the Administrative Agent executes the Transfer Certificate.

“**TSX**” means the TSX Venture Exchange.

“**USA Patriot Act**” means the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

“**U.S. Base Rate**” for any day, means a rate per annum equal to the highest of: (a) the average annual rate of interest (however designated) of Schedule I Banks under the Bank Act (Canada) used for determining interest chargeable by it on U.S. Dollar commercial loans made in Canada in effect on such day; and (b) the Federal Funds Effective Rate in effect on such day plus 0.50%; provided that, if at any time, the U.S. Base Rate determined as above would be less than zero, the U.S. Base Rate shall be determined to be equal to

zero. Any change in the U.S. Base Rate due to a change in the reference rate or the Federal Funds Effective Rate shall be effective as of the opening of business on the effective day of such change.

“**VAT**” means value added tax as provided for in the Namibian Value-Added Tax Act 10 of 2000.

“**Warrant Certificates**” means, collectively, the certificates of the Borrower representing the 4,800,000 Common Share purchase warrants registered in the name of Sprott Private Resource Streaming and Royalty (Collector) LP (or an Affiliate thereof) which the Borrower is authorized to issue, substantially in the form annexed hereto as Schedule C as the same may be amended, restated, amended and restated, supplemented, modified or superseded from time to time in accordance with terms hereof.

“**Warrants**” means the warrants issued by the Borrower pursuant to the Warrant Certificates.

“**Working Capital**” means Current Assets less Current Liabilities.

1.2 Certain Rules of Interpretation

In this Agreement, unless otherwise specifically provided or unless the context otherwise requires:

- (a) the terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular Article, Section, Schedule, or other portion hereof or thereof;
- (b) references to a “paragraph”, “Section” or “Article” followed by a number or letter refer to the specified paragraph, Section or Article of this Agreement;
- (c) the division of this Agreement into articles, sections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (d) words importing the singular shall include the plural and vice versa, and words importing gender shall include all genders;
- (e) the words “including”, “includes” and “include” shall be deemed to be followed by the words “without limitation”;
- (f) the terms “party” and “the parties” refer to a party or the parties to this Agreement, and references to a Person in this Agreement means such Person or its successors or permitted assigns;
- (g) references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement;
- (h) references to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending, supplementing, interpreting or replacing the statute or regulation referred to; and

- (i) except as otherwise specifically provided herein, where any payment is required to be made or any other action is required to be taken on a particular day and such day is not a Business Day and, as a result, such payment cannot be made or action cannot be taken on such day, then this Agreement shall be deemed to provide that such payment shall be made or such action shall be taken on the first Business Day after such day.

1.3 Province of Quebec.

For purposes of any assets, liabilities or entities located in the Province of Québec or assets charged by the Quebec Security Documents and for all other purposes pursuant to which the interpretation of this Agreement or any other Loan Documents by a court or tribunal exercising jurisdiction in the Province of Québec, and without in any way limiting the provisions contained in Sections 10.13 and 10.14, (a) “personal property” shall be deemed to include “movable property”, (b) “real property” shall be deemed to include “immovable property”, (c) “tangible property” shall be deemed to include “corporeal property”, (d) “intangible property” shall be deemed to include “incorporeal property”, (e) “security interest”, “mortgage” and “lien” shall be deemed to include a “hypothec”, “prior claim” and a resolutory clause, (f) all references to filing, registering or recording under the *Personal Property Security Act* (Ontario) or analogous shall be deemed to include publication under the Civil Code of Québec, (g) all references to “perfection” of or “perfected” liens or security shall be deemed to include a reference to an “opposable” or “set up” lien or security as against third parties, (h) any “right of offset”, “right of setoff” or similar expression shall be deemed to include a “right of compensation”, (i) “goods” shall be deemed to include “corporeal movable property” other than chattel paper, documents of title, instruments, money and securities, (j) an “agent” shall be deemed to include a “mandatary”, except with respect to the Collateral Agent holding security governed by the law of the Province of Québec, where it shall act as hypothecary representative pursuant to Article 2692 of the Civil Code of Québec, (k) “construction liens” shall be deemed to include “legal hypothecs” of persons having taken part in construction or renovation of an immovable; (l) “joint and several” shall be deemed to include solidary; (m) “gross negligence or willful misconduct” shall be deemed to be “intentional or gross fault”; (n) “easement” shall be deemed to include servitude; (o) “priority” shall be deemed to include “prior claim” or rank, as applicable; (p) “survey” shall be deemed to include “certificate of location and plan”; and (q) “fee simple title” shall be deemed to include “absolute ownership”. The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. *Les parties aux présentes confirment que c’est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en langue anglaise seulement.*

Without limiting the powers of the Administrative Agent and Collateral Agent hereunder, for the purposes of holding any hypothec granted to the Hypothecary Representative (as defined below) pursuant to the laws of the Province of Quebec to secure the prompt payment and performance of any and all Obligations by any Canadian Obligor, each Lender hereby appoints and authorizes the Collateral Agent and, to the extent necessary, ratifies the appointment and authorization of the Collateral Agent, to act as the hypothecary representative of the creditors as contemplated under Article 2692 of the Civil Code of Québec (in such capacity, the “**Hypothecary Representative**”), and to enter into, to take and to hold on their behalf, and for their benefit, any hypothec, and to exercise such powers and duties that are conferred upon the Hypothecary Representative under any such hypothec. In such capacity, the Hypothecary Representative shall: (a) have the sole and exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the Hypothecary Representative pursuant to any such hypothec and applicable law, and (b) benefit from and be subject to all provisions hereof with respect to the Collateral Agent *mutatis mutandis*, including, without limitation, all such provisions with

respect to the liability or responsibility to and indemnification by the Lenders and the Obligor. Any person who becomes a Lender after the Original Closing Date shall be deemed to have consented to and confirmed the Hypothecary Representative as the hypothecary representative of the Lenders and to have ratified, as of the date it becomes a Lender, all actions taken by the Hypothecary Representative in such capacity.

1.4 Currency

Any reference in this Agreement to currency or to "\$", unless otherwise expressly indicated, shall be to the lawful currency of the United States of America. Any amounts to be advanced, paid, prepaid, or repaid shall be made in United States dollars.

1.5 Time of Essence

Time shall be of the essence of this Agreement.

1.6 Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the "knowledge" of the Borrower or any Obligor, it shall be deemed to refer to the actual knowledge of the Chief Executive Officer, Chief Financial Officer and Chief Operating Officer of the Borrower, and all information which ought to have been known by any of them after conducting a reasonable inquiry into the matters in question, whether or not any such inquiry was actually made.

1.7 This Agreement to Govern

If there is any inconsistency between the terms of this Agreement and the other Loan Documents, the provisions hereof shall prevail to the extent of the inconsistency.

1.8 Interest Act

For the purposes of the *Interest Act* (Canada) and disclosure under such statute, whenever interest to be paid under this Agreement or any other Loan Document is to be calculated on the basis of a year of three-hundred sixty (360) days or any other period of time that is less than a calendar year, the yearly rate of interest to which the rate determined pursuant to such calculation is equivalent is the rate so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360 or such other period of time, as the case may be.

1.9 No Subordination

The use of the term "**Permitted Encumbrances**" to describe any interests and Encumbrances permitted hereunder shall mean that they are permitted to exist (whether in priority to or subsequent in priority to the Security, as determined by Applicable Law), and shall not be interpreted as meaning that such interests and Encumbrances are entitled to priority over the Security.

1.10 Amendment and Restatement

This Agreement amends and restates the Original Credit Agreement. All indebtedness and liabilities of the Borrower and, as applicable, any other Obligor to the Lenders and the Administrative Agent under the Original Credit Agreement including, without limitation, the Loan and the Facility (as defined in the Original Credit Agreement), all capitalized interest thereto and all accrued and unpaid interest and fees thereon, shall be construed as indebtedness and liabilities of the Borrower and, as applicable, any other

Obligor, to such Lenders and the Administrative Agent under this Agreement. Nothing in this Agreement shall constitute a release or novation of any indebtedness and liabilities outstanding under the Original Credit Agreement or any other Loan Document.

1.11 Schedules, etc.

The following are the schedule(s) attached to this Agreement:

Schedule A	—	Lender Commitments
Schedule B	—	Form of Compliance Certificate
Schedule C	—	Form of Warrant Certificate
Schedule D	—	Form of Transfer Certificate
Schedule 4.1(a)	—	Organization and Powers
Schedule 4.1(b)	—	Authorization; No Conflict
Schedule 4.1(d)	—	Consents
Schedule 4.1(e)	—	Corporate Structure Subsidiaries
Schedule 4.1(f)	—	Principal Place of Business and Other Locations
Schedule 4.1(i)	—	No Defaults
Schedule 4.1(i)(i)	—	Material Contracts
Schedule 4.1(i)(iii)	—	Project Agreements
Schedule 4.1(j)	—	Title to Real Property
Schedule 4.1(k)	—	Other Collateral
Schedule 4.1(l)	—	Project Real Property
Schedule 4.1(l)(iii)	—	Project Real Property - Interests
Schedule 4.1(m)	—	Maintenance of Project Property
Schedule 4.1(p)	—	Material Project Authorizations
Schedule 4.1(q)	—	Bank Accounts
Schedule 4.1(r)	—	Applicable Laws; Conduct of Operations
Schedule 4.1(u)	—	Environmental Compliance
Schedule 4.1(v)	—	Community Matters
Schedule 4.1(w)	—	Employee and Labour Matters
Schedule 4.1(z)(ii)	—	Tax Returns
Schedule 4.1(cc)(ii)	—	Off-Balance Sheet Transaction
Schedule 4.1(ee)	—	Related Party Transactions
Schedule 4.1(ff)	—	Liabilities
Schedule 4.1(gg)	—	Litigation
Schedule 4.1(kk)(iii)	—	Public Disclosure Documents

ARTICLE 2 FACILITY

2.1 Facility

The Lenders, in reliance on each of the representations, warranties and covenants set out in the Original Credit Agreement and upon and subject to the provisions of the Original Credit Agreement, including without limitation the satisfaction of the conditions set out in Section 7.1 thereby agreed to make available to the Borrower a non-revolving term facility in a principal amount of \$12,000,000 on the Original Closing Date (the “**Initial Facility**”). The Lenders, in reliance on each of the representations, warranties and covenants set out herein and upon and subject to the provisions of this Agreement, including without limitation the satisfaction of the conditions set out in Section 7.2 hereby agree to make available to the Borrower an additional non-revolving term facility in a principal amount of \$1,000,000 (the “**Additional Facility**” and together with the Initial Facility, the “**Facility**”).

2.2 Availment

The Initial Facility was made available to the Borrower, upon satisfaction of the conditions set forth in Section 7.1, in a single term loan on the Original Closing Date (the “**Initial Loan**”) and the Additional Facility will be made available to the Borrower, upon its request and upon satisfaction of the conditions set forth in Section 7.2 in a single term loan on the Closing Date (the “**Additional Loan**” and together with the Initial Loan, the “**Loan**”).

2.3 Use of Proceeds

The Borrower shall use the proceeds of the (i) Initial Loan under the Initial Facility to fund (in order of priority) part of the purchase price of each of the Project Acquisitions, development capital for the re-start of the OK Processing Facility, reclamation bonding relating to the Projects (including, in connection with the LDI Restoration Plan and the OK TSF), fees and expenses in connection with the Project Acquisitions and the Key Transaction Agreements, and for working capital purposes, and (ii) Additional Loan under the Additional Facility for working capital purposes of the Canadian Obligors (and for greater certainty may not be used by, or for the benefit of, the Namibian Obligors, or otherwise in connection with the OK Project) (collectively, the “**Approved Uses**”).

2.4 Calculation and Payment of Interest

(a) Interest Obligation

- (i) Subject to Section 3.2, interest shall accrue on the Principal Amount from time to time at a per annum rate equal to the Interest Rate.
- (ii) Interest shall accrue on the Principal Amount from day to day, and, subject to Sections 2.4(a)(iii) and 2.4(a)(iv), it shall compound semi-annually on each Semi-Annual Cash Interest Payment Date after the Original Closing Date (unless all accrued and unpaid interest is paid in cash on such date in accordance with Sections 2.4(a)(iii) and 2.4(a)(iv)), both before and after default, demand, maturity and judgment, and shall be calculated on the basis of the actual number of days elapsed in an applicable Interest Period and (A) when based on Adjusted Term SOFR, on the basis of a year of 360 days, and (B) in all other cases, a calendar year of 365 or 366 days, as the case may be.

- (iii) Notwithstanding anything to the contrary in Section 2.4(a)(ii), from the Original Closing Date to and including the date which is March 31, 2023 (the “**Capitalized Interest Period**”), in lieu of paying in cash the interest accrued on any Quarterly Payment Date in such period, any such accrued and unpaid interest shall, unless the Borrower has otherwise notified the Lender in writing no less than five Business Days prior to such Quarterly Payment Date, be capitalized and added as of such Quarterly Payment Date to the Principal Amount under this Agreement (such added amount being the “**Capitalized Interest Period Interest**”). For greater certainty, Capitalized Interest Period Interest shall bear interest from the applicable Quarterly Payment Date and shall be payable in the same manner as the Loan and shall otherwise be treated as principal for all purposes hereunder. From and after each Quarterly Payment Date in the Capitalized Interest Period, the Principal Amount shall without further action on the part of the Borrower or the Lender be deemed to be increased by the Capitalized Interest Period Interest as capitalized and added to principal in accordance with the provisions hereof. Should the Borrower deliver the notice specified in the first sentence of this Section 2.4(a)(iii), then such notice shall be irrevocable and the interest payable on such Quarterly Payment Date shall be payable in cash.
- (iv) (A) From and after the last day of the Capitalized Interest Period, interest shall be payable in cash in arrears on each Semi-Annual Cash Interest Payment Date in respect of the two prior Interest Periods (except, with respect to the Semi-Annual Cash Interest Payment Date on June 30, 2023, which shall be in respect of the prior Interest Period only). Notwithstanding the foregoing and anything to the contrary in Section 2.4(a)(ii), from the last day of the Capitalized Interest Period to and including December 31, 2023, in lieu of paying in cash the interest accrued on each of the Semi-Annual Cash Interest Payment Dates in such period (for greater certainty, June 30, 2023 and December 31, 2023) (each, a “**2023 Semi-Annual Cash Interest Payment Date**” and collectively, the “**2023 Semi-Annual Cash Interest Payment Dates**”) for such Interest Period and the prior Interest Period(s), as applicable, the Borrower shall have the option in respect of each 2023 Semi-Annual Cash Interest Payment Date to capitalize the accrued and unpaid interest as of such 2023 Semi-Annual Cash Interest Payment Date to the Principal Amount under this Agreement (each, a “**2023 Interest Payment Option**”), and the Borrower may exercise any such option in respect of a 2023 Semi-Annual Cash Interest Payment Date by (i) notifying in writing the Lender of its decision to exercise such option in respect of the cash interest payment due on such 2023 Semi-Annual Cash Interest Payment Date (in the case of the 2023 Semi-Annual Cash Interest Payment Date that is December 31, 2023, such notice shall be provided no less than five Business Days prior such date), and (ii) paying to the Lenders an interest payment option fee in an amount equal to (A) in the case of the 2023 Semi-Annual Cash Interest Payment Date on June 30, 2023, \$50,000 (the “**June 2023 Interest Payment Option Fee**”), and (B) in the case of the 2023 Semi-Annual Cash Interest Payment Date on December 31, 2023, 10% of the accrued and unpaid interest due on such date for the two prior Interest Periods (together with the June 2023 Interest Payment Option Fee, each, a “**2023 Interest Payment Option Fee**” and collectively, the “**2023 Interest Payment Option Fees**”), on or prior to such 2023 Semi-Annual Cash Interest Payment Date. Notwithstanding the

foregoing, the Borrower's ability to exercise a 2023 Interest Payment Option on either 2023 Semi-Annual Cash Interest Payment Date shall be subject to there being no Default or Event of Default that is continuing on such 2023 Semi-Annual Cash Interest Payment Date (or the Lenders waiver thereof).

- (B) If the Borrower has exercised a 2023 Interest Payment Option in respect of a 2023 Semi-Annual Cash Interest Payment Date, then as of such date, the accrued and unpaid interest due on such date shall be capitalized and added as of such date to the principal amount under this Agreement (any of such added amount being the "**2023 Option Capitalized Interest**" and together with the Capitalized Interest Period Interest, the "**Capitalized Interest**"). From and after each 2023 Semi-Annual Cash Interest Payment Date pursuant to which a 2023 Interest Payment Option was exercised, the Principal Amount shall without further action on the part of the Borrower or the Lender be deemed to be increased by the 2023 Option Capitalized Interest as capitalized and added to principal in accordance with the provisions hereof. For greater certainty, 2023 Option Capitalized Interest shall bear interest from the applicable 2023 Semi-Annual Cash Interest Payment Date and shall be payable in the same manner as the Loan and shall otherwise be treated as principal for all purposes hereunder.
- (C) For greater certainty, the Borrower exercised a 2023 Interest Payment Option in respect of the 2023 Semi-Annual Cash Interest Payment Date on June 30, 2023 by paying the June 2023 Interest Payment Option Fee, and the Principal Amount was increased by the accrued and unpaid interest on June 30, 2023 pursuant to Section 2.4(a)(iv).
- (D) For greater certainty, the Borrower has notified the Lender in writing of its decision to exercise a 2023 Interest Payment Option in respect of the 2023 Semi-Annual Cash Interest Payment Date on December 31, 2023, and has paid the 2023 Interest Payment Option Fee in respect of the accrued and unpaid interest due for the Interest Period ending on September 30, 2023 in the amount of \$51,523.84.
- (v) If any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, provided that (i) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period, and (ii) no Interest Period shall extend beyond the Maturity Date.

2.5 **Mandatory Repayment of Loan**

- (a) Except for Dispositions permitted by Section 6.10(c), the net proceeds of which shall not be required to be paid to the Lenders in accordance with this Section, upon any Disposition of any Collateral by any Obligor, an amount equal to the Net Disposition Proceeds of such Disposition in excess of \$[REDACTED: CONFIDENTIAL INFORMATION] in any

Fiscal Year shall be paid by the Borrower (irrespective as to which Obligor made the Disposition) to the Lenders to be applied against the outstanding Principal Amount.

- (b) In the event that any Net Insurance Proceeds in a Fiscal Year in excess of \$[REDACTED: CONFIDENTIAL INFORMATION] have not been applied to repair and replace property as set forth in Section 3.12, such Net Insurance Proceeds will within the time period specified therein, be applied to repay all or a portion of the Principal Amount in accordance with Section 2.5(d).
- (c) In the event that any Obligor receives a purchase price adjustment in excess of \$[REDACTED: CONFIDENTIAL INFORMATION] for any reason under either Project Acquisition Agreement, the Borrower will apply the amounts received to repay all or a portion of the Principal Amount in accordance with Section 2.5(d).
- (d) Upon receipt by the Borrower or any Obligor of the Net Cash Proceeds of a Significant Equity Raise (or for greater certainty, the Net Cash Proceeds of an Equity Issuance set forth clause (ii) of the definition of Significant Equity Raise) the Borrower shall make a payment to the Lenders in an amount equal to the lesser of (i) the aggregate of all 2023 Option Capitalized Interest that was capitalized to the Principal Amount on the 2023 Semi-Annual Cash Interest Payment Dates pursuant to Section 2.4(a)(iv) and (ii) the Net Cash Proceeds (provided that no mandatory repayment shall be required in respect of any amount in excess of the amount of 2023 Option Capitalized Interest actually capitalized to the Principal Amount pursuant to Section 2.4(a)(iv)), which shall be applied as a repayment of all or a portion of the outstanding Principal Amount in accordance with Section 2.5(d).
- (e) Upon the occurrence of any of the mandatory prepayment events specified in this Section 2.5, the Borrower or applicable Obligor shall cause the applicable amount (the “Mandatory Prepayment Amount”) to be repaid in accordance with Section 3.3.

2.6 Voluntary Prepayments of Facility

- (a) The Borrower may at any time and from time to time repay to the Lenders the whole or any part of the Principal Amount, together with accrued interest thereon to the date of prepayment and any applicable Prepayment Premium; provided that, in addition thereto:
 - (i) the Borrower shall deliver written notice (which may be revocable) thereof to the Lender not later than 11:00 a.m. (Toronto time) three Business Days prior to the proposed prepayment date;
 - (ii) the proposed prepayment date is a Business Day; and
 - (iii) prepayments must be in minimum aggregate amounts equal to the lesser of (A) the Principal Amount, and (B) \$[REDACTED: CONFIDENTIAL INFORMATION] and in whole multiples of \$[REDACTED: CONFIDENTIAL INFORMATION].

2.7 Prepayment Premium

- (a) Any prepayment of the Principal Amount of the Loan advanced prior to the Maturity Date, whether as a result of acceleration following an Event of Default, pursuant to Section 8.2(a) or on a voluntary basis shall be accompanied by a prepayment premium based on the

aggregate amount of the Principal Amount (which for greater certainty, includes any Capitalized Interest) so prepaid on such date (the “**Prepayment Premium**”) as follows:

Timing of Prepayment	Prepayment Premium
If the prepayment is made before the first anniversary of the Original Closing Date:	[REDACTED: CONFIDENTIAL INFORMATION]%
If the prepayment is made on or after the first anniversary of the Original Closing Date, but prior to the second anniversary of the Original Closing Date:	[REDACTED: CONFIDENTIAL INFORMATION]%
If the prepayment is made on or after the second anniversary of the Original Closing Date, but prior to the third anniversary of the Original Closing Date:	[REDACTED: CONFIDENTIAL INFORMATION]%
If the prepayment is made on or after the third anniversary of the Original Closing Date:	[REDACTED: CONFIDENTIAL INFORMATION]%

2.8 **OID**

The advance of the Initial Loan on the Original Closing Date was subject to an original issue discount of 2%, such that the actual cash amount of the Initial Loan advanced to the Borrower by the Lenders was \$11,760,000 (less any amounts to be retained by the Lenders from such advance in respect of expenses).

ARTICLE 3 OTHER PROVISIONS RELATING TO THE FACILITY

3.1 **Several Obligations**

Each Lender is severally liable for its Commitment and the Lenders are not jointly liable or jointly and severally liable.

3.2 **Default Interest**

The Borrower shall pay to the Lenders interest on overdue amounts both before and after demand, default and judgment, and on the Principal Amount upon the occurrence and continuation of an Event of Default, at a rate per annum equal to, subject to and only to the extent permitted by Applicable Law, the Default Rate, calculated on a daily basis on the actual number of days elapsed in a 365 or 366-day year (as the case may be), computed from the date the amount becomes due for so long as the amount remains overdue. Such interest shall be payable upon demand made by the Lenders and shall be compounded quarterly on each Quarterly Payment Date.

3.3 Application of Payments

Any amounts prepaid or repaid pursuant to Section 2.5 shall not be reborrowed, and the Lenders' Commitments in respect thereof shall be cancelled. All amounts prepaid or repaid shall be applied (a) first, in reduction of the accrued and unpaid interest and all other amounts then outstanding, and (b) second, in reduction of the Principal Amount.

3.4 Payments Generally

All cash payments made pursuant to this Agreement (in respect of principal, interest or otherwise) shall be made by the Borrower to the Lenders by way of deposit by or on behalf of the Borrower to the account specified therefor by the Lenders to the Borrower from time to time no later than 1:00 p.m. (Toronto time) on the due date thereof. Any payments received after such time shall be considered for all purposes as having been made on the next following Business Day unless the applicable Lender otherwise agrees in writing. All payments hereunder shall be made to the Lenders pro rata according to their Applicable Percentage.

3.5 Benchmark Replacement Setting.

- (a) **Benchmark Replacement.** Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (A) of the definition of "*Benchmark Replacement*" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (B) of the definition of "*Benchmark Replacement*" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Majority Lenders.
- (b) **Benchmark Replacement Conforming Changes.** In connection with the implementation, use, adoption and administration of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.
- (c) **Notices; Standards for Decisions and Determinations.** The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Benchmark Replacement Conforming Changes. The Administrative Agent will promptly notify the Borrower of the removal or reinstatement of any tenor of a Benchmark pursuant to 3.5(d). Any determination, decision

or election that may be made by the Administrative Agent or, if applicable, and Lender or group of Lenders pursuant to this Section 3.5, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 3.5.

(d) **Unavailability of Tenor of Benchmark.** Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement):

- (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate), and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion, or (B) the administrator of such Benchmark or the regulatory supervisor for the administrator of this Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks, then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for any Benchmark settings at or after such time, to remove such unavailable, non-representative, non-compliant or non-aligned tenor, and
- (ii) if a tenor that was removed pursuant to clause 3.5(d)(i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement), or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for all Benchmark settings at or after such time, to reinstate such previously removed tenor.

(e) **Definitions.**

- (i) “**Available Tenor**” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period, or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case as of such date and not including any tenor for such Benchmark that is then-removed from the definition of Interest Period pursuant to Section 3.5(d).
- (ii) “**Benchmark**” means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Replacement Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then “Benchmark” means the

applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.5(a).

(iii) **“Benchmark Replacement”** means, with respect to any Benchmark Transition Event, the sum of:

(A) the alternative benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a benchmark rate or mechanism for determining such a rate by the Relevant Governmental Body, and (b) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for credit facilities; and

(B) the related Benchmark Replacement Adjustment;

provided that if such Benchmark Replacement as so determined would be less than zero (0%) percent, such Benchmark Replacement shall be deemed to be zero (0%) for the purposes of this Agreement and the other Loan Documents.

(iv) **“Benchmark Replacement Adjustment”** means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero), that has been selected by the Administrative Agent giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body, or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated or bilateral credit facilities in Canada at such time.

(v) **“Benchmark Replacement Conforming Changes”** means, with respect to either the use or adoption of Term SOFR or the use, adoption, administration or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Business Day,” the definition of “Interest Period” or any similar or analogous definition, timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or rollover notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such rate or to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

- (vi) **“Benchmark Replacement Date”** means the earliest to occur of the following events with respect to the then-current Benchmark:
- (A) In the case of clause (A) or clause (B) of the definition of “Benchmark Transition Event”, the later of (i) the date of the public statement or publication of information referenced therein, and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or
 - (B) In the case of clause (C) of the definition of “Benchmark Transition Event”, the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative or non-compliant with or non-aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks; *provided that* such non-representativeness, non-compliance or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (C) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (A) or clause (B) of this definition with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

- (vii) **“Benchmark Transition Event”** means the occurrence of one or more of the following events with respect to the then-current Benchmark:
- (A) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; *provided that*, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);
 - (B) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that

the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component) permanently or indefinitely; *provided that*, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component); or

- (C) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative or in compliance with or aligned with the International Association of Securities Commissions (IOSCO) Principles for Financial Benchmarks.
- (viii) **“Benchmark Unavailability Period”** means, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.5, and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.5.
- (ix) **“Relevant Governmental Body”** means the Board of Governors of the Federal Reserve System of the United States or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System of the United States or the Federal Reserve Bank of New York, or any successor thereto.
- (x) **“SOFR”** means a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org> (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).
- (xi) **“Unadjusted Benchmark Replacement”** means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

3.6 Payments – No Deduction

- (a) All payments made in respect of this Agreement or any other Loan Document (in respect of principal, interest or otherwise) shall be made in full without set-off or counterclaim, and free of and without deduction or withholding for any Taxes, other than Excluded Taxes, provided that if the payor shall be required by law to deduct or withhold any Taxes, other than Excluded Taxes, from or in respect of any payment or sum payable to a Lender, the delivery, payment or sum deliverable or payable shall be increased as may be necessary (**“Additional Amounts”**) so that after making all required deductions or withholdings (including such deduction or withholdings applicable to Additional Amounts payable under this Section 3.6), such Lender receives an amount equal to the sum it would have

received if no deduction or withholding had been made and the payor shall pay the full amount deducted to the relevant taxation or other authority in accordance with Applicable Law.

- (b) If a Lender becomes liable for any Tax, other than Excluded Taxes, imposed on any payments under this Agreement or any other Loan Document, the payor shall indemnify such Lender for such Tax, and the indemnity payment shall be increased as necessary so that after the imposition of any Tax on the indemnity payment (including Tax in respect of any such increase in the indemnity payment), such Lender shall receive the full amount of Taxes for which it is liable, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Body. A certificate as to the amount of such payment or liability delivered to the Borrower or other Obligor by such Lender shall be conclusive absent manifest error. If requested by the payor, the Lender will use reasonable commercial efforts to dispute the imposition or assertion of such Taxes by the relevant Governmental Body, all at the payor's expense; provided, however, the Lender may refuse to do so if doing so would have an adverse impact on it (including by disputing the imposition or assertion of such Taxes if there is no reasonable basis to do so), as determined by it in its sole and absolute discretion. In the event that the Lender proceeds with disputing the imposition or assertion of such Taxes, the Lender will have carriage of such dispute and any related communications and proceedings, with no obligation to consult with the payor, to give effect to any request from the payor or to permit the payor to attend or otherwise be party to any such communications and proceedings, and the Lender shall be entitled to settle, compromise or otherwise resolve such dispute in its sole and absolute discretion without the consent of the payor. For greater certainty, the Lender may discontinue such dispute at any time that it determines that the continuation of such dispute would have an adverse impact on it, as determined by it in its sole and absolute discretion. In no event shall the Lender have any liability whatsoever to the payor for any decision by it to commence, settle, compromise, resolve or discontinue such dispute, the manner in which the Lender carries out such dispute or the results thereof.
- (c) If a Lender determines, in its sole discretion, acting reasonably, that it has received a refund of any Taxes as to which it has been indemnified by the payor or with respect to which the payor has paid Additional Amounts pursuant to this Section 3.6(c) or that, because of the payment of such Taxes, it has benefited from a reduction in Excluded Taxes otherwise payable by it, it shall pay to the payor an amount equal to such refund or reduction (but only to the extent of indemnity payments made, or Additional Amounts paid, by the payor under this Section 3.7 with respect to the Taxes giving rise to such refund or reduction), net of all out-of-pocket expenses of such Lender, as the case may be, and without interest (other than any net after-Tax interest paid by the relevant Governmental Body with respect to such refund). The payor, upon the request of a Lender, agrees to repay the amount paid over to the payor (plus any penalties, interest or other charges imposed by the relevant Governmental Body) to such Lender if such Lender is required to repay such refund or reduction to such Governmental Body. If the Borrower determines in good faith that a reasonable basis exists for contesting any Taxes for which a payment has been made hereunder, the applicable Lender shall use its commercially reasonable efforts to cooperate with the Borrower in challenging such Taxes at the Borrower's cost and expense if so requested by the Borrower; provided that such Lender does not reasonably determine that such challenge could be prejudicial to it. This paragraph shall not be construed to require a Lender to make available its Tax Returns (or any other information relating to its Taxes that it deems confidential) to the Borrower or any other Person, to arrange its affairs in any particular manner or to claim any available refund or reduction.

- (d) Any Lender that is entitled to an exemption from or reduction of Taxes under the law of the jurisdiction in which the Borrower is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to any payments made in respect of this Agreement shall, at the request of the Borrower, deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by Applicable Law (if any) as will permit such payments to be made without withholding or at a reduced rate of withholding Taxes. In addition, any Lender, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law (if any) or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to withholding or information reporting requirements. Notwithstanding the foregoing, no Lender shall be required to deliver any documentation pursuant to this Section 3.6(d) that such Lender is not legally able to deliver.
- (e) If, as a result of a change in Applicable Law or in the interpretation of any Applicable Law by a relevant Governmental Body (a “**Change in Law**”), the Borrower or any other Obligor is required to deliver or pay Additional Amounts pursuant to this Section 3.6(e), which Additional Amounts are materially in excess of the Additional Amounts which would have been delivered or paid to a Lender prior to the Change in Law, the parties agree that, upon the request of the Borrower, the parties shall negotiate in good faith to implement any proposed adjustments to the structure or terms of this Agreement and any other relevant agreement between the Parties so that the Borrower is no longer materially and adversely affected by such Change in Law; provided that, notwithstanding anything in this Agreement to the contrary, no party shall be obligated to execute any such amendment if doing so would have an adverse impact on such party, as determined by such party in its sole and absolute discretion acting reasonably.
- (f) **Value added tax**
 - (i) All amounts set out or expressed to be payable under a Loan Document by any Party to a Lender which (in whole or in part) constitute the consideration for a supply or supplies for VAT purposes shall be deemed to be exclusive of any VAT which is chargeable on such supply or supplies, and accordingly, subject to Section 3.6(f)(ii), if VAT is or becomes chargeable on any supply made by the Lender to any Party under a Loan Document, that Party shall pay to the Lender (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of such VAT (and the Lender shall provide an appropriate VAT invoice to such Party as soon as reasonably practicable).
 - (ii) Notwithstanding anything to the contrary contained in this Section 3.6(f), each Obligor irrevocably and unconditionally appoints the Lender as its representative and agent to, in its name place and stead, and for and on its behalf, make payment of all expenses directly to such third parties, which amounts shall be immediately due and recoverable from the relevant Obligor on demand.
 - (iii) Where a Loan Document requires any Party to reimburse or indemnify the Lender for any costs or expenses, that Party shall reimburse or indemnify (as the case may be) the Lender for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that the Lender reasonably

determines that it is entitled to credit or repayment in respect of such VAT from the relevant Governmental Body.

3.7 Illegality

If any Applicable Law comes into force after the Original Closing Date, or if any change in any existing Applicable Law or in the interpretation or application thereof by any court or Governmental Body now or hereafter makes it unlawful for a Lender to have advanced or acquired an interest in the Loan or to give effect to its obligations in respect thereof, such Lender may, by written notice thereof to the Borrower, declare its obligations under this Agreement to be terminated, and the Borrower shall prepay, within the time required by such law, the Principal Amount together with accrued interest thereon and any other amounts owing under this Agreement as may be applicable to the date of such payment. If any such event shall, in the opinion of such Lender, only affect part of its obligations under this Agreement, the remainder of this Agreement shall be unaffected and the obligations of the Obligors under the Loan Documents shall continue. Each Lender agrees to designate a different lending office if such designation will avoid the need for such notice and will not, in the judgment of such Lender, acting reasonably, otherwise be materially disadvantageous to such Lender.

3.8 Change in Circumstances

If the introduction of or any change in any Applicable Law relating to a Lender or any change in the interpretation or application thereof by any Governmental Body or compliance by a Lender with any request or direction of any Governmental Body:

- (a) subjects such Lender or causes the withdrawal or termination of a previously granted exemption with respect to any Taxes or changes the basis of taxation of payments due to the Lender or increases any existing Taxes on payments of amounts owing to such Lender (other than Excluded Taxes);
- (b) imposes, modifies or deems applicable any reserve, liquidity, cash margin, capital, special deposit, deposit insurance or assessment, or any other regulatory or similar requirement against assets held by, or deposits in or for the account of, or loans by, or any other acquisition of funds for loans by, such Lender;
- (c) imposes on such Lender or requires there to be maintained by such Lender any capital adequacy or additional capital requirement (including, without limitation, a requirement which affects such Lender's allocation of capital resources to its obligations) in respect of such Lender's obligations hereunder; or
- (d) imposes on such Lender any other condition or requirement with respect to this Agreement (other than Excluded Taxes);

and such occurrence has the effect of:

- (e) increasing the cost to such Lender of agreeing to make or making, maintaining or funding the Facility, the Loan or any portion thereof;
- (f) reducing the amount of the Obligations owing to such Lender;
- (g) directly or indirectly reducing the effective return to such Lender under this Agreement or on its overall capital as a result of entering into this Agreement or as a result of any of the

transactions or obligations contemplated by this Agreement (other than a reduction resulting from a higher rate of income tax being imposed on such Lender's overall income); or

- (h) causing such Lender to make any payment or to forego any interest, fees or other return on or calculated by reference to any sum received or receivable by such Lender hereunder;

then such Lender shall also provide a notice to the Borrower with sufficient particulars (including, for greater certainty, the details of calculations relevant thereto), the facts relevant to the application of this Section 3.8, and, absent manifest error in such notice, the Borrower shall promptly upon demand by such Lender pay or cause to be paid to such Lender such additional amounts as shall be sufficient to fully indemnify such Lender for such additional cost, reduction, payment, foregone interest or other return provided that the Borrower shall not be required to pay such additional amounts unless such additional amounts are being demanded by such Lender as a general practice from its borrowers similarly obligated. Such Lender shall provide to the Borrower a certificate in respect of the foregoing which incorporates reasonable supporting evidence thereof and any such certificate will be prima facie evidence thereof except for manifest error.

3.9 Payment of Costs and Expenses

The Borrower shall pay to the Administrative Agent and the Lenders on demand all documented costs and expenses of the Administrative Agent and the Lenders and their agents, counsel, and any receiver or receiver-manager appointed by them or by a court (including, without limitation, all fees, expenses and disbursements of legal counsel) in connection with this Agreement, the other Loan Documents and the Warrant Certificates, including, without limitation:

- (a) the preparation, negotiation, and completion of the Loan Documents, the Warrant Certificates, or any actual or proposed amendment or modification thereof or any waiver thereunder and all instruments supplemental or ancillary thereto;
- (b) fees and expenses of the Lenders incurred as part of the Lenders' due diligence;
- (c) the reasonable and documented fees and expenses of the Lenders' mining and other technical consultants, including any such fees and expenses incurred as part of the Lenders' due diligence or ongoing monitoring, investigation or information gathering in respect of the Obligors and each Project;
- (d) the registration, maintenance and/or discharge of any of the Security in any public record office;
- (e) obtaining advice as to the Administrative Agent's or the Lenders' rights and responsibilities under this Agreement, the other Loan Documents or the Warrant Certificates; and
- (f) the defence, establishment, protection or enforcement of any of the rights or remedies of the Lenders under this Agreement, any of the other Loan Documents or the Warrant Certificates, including all costs and expenses of establishing the validity and enforceability of, or of collection of amounts owing under, any of the Security Documents or any enforcement of the Security.

3.10

Indemnities

- (a) The Obligors shall, jointly and severally, indemnify and save harmless the Administrative Agent and the Lenders from all claims, demands, liabilities, damages, losses, costs, charges and expenses (including the reasonable and documented fees, expenses and disbursements of one outside legal counsel, per applicable jurisdiction to the Lenders but excluding consequential special, exemplary, indirect, incidental or punitive damages or loss of profits or opportunity except to the extent such losses are awarded to a third party in connection with a claim by a third party), which may be incurred by the Administrative Agent or the Lenders as a consequence of or in respect of (a) default by the Borrower in the payment when due of any Obligation or any other Default or Event of Default hereunder which is continuing, (b) the entering into by the Administrative Agent and the Lenders of this Agreement and any amendment, waiver or consent relating hereto, and the performance by the Administrative Agent and the Lenders of their obligations under this Agreement (which for greater certainty will not include any grossly negligent act or wilful misconduct on the part of the Administrative Agent or any Lender or any changes in the value of the Loan as a result of market interest rate fluctuations and credit rate spread), (c) the application by the Borrower of the proceeds of the Facility, (d) the development or operation of each Project, or (e) the entering into the Warrant Certificates, except for any such any such claim, demand, liability, damage, loss, cost, charge or expense that a non-appealable court of competent jurisdiction determined arose on account of the relevant Indemnified Party's gross negligence or wilful misconduct. A certificate of an officer of the Administrative Agent or the applicable Lender as to any such claim, demand, liability, damage, loss, cost, charge or expense and containing reasonable details of the calculation shall be, absent manifest error, prima facie evidence of the amount of such claim, demand, liability, damage, loss, cost, charge or expense.
- (b) The Obligors shall, jointly and severally, indemnify and save harmless the Administrative Agent and each Lender and their Affiliates, agents, officers, directors and employees (each, an "**Indemnified Party**") from all Claims which may be asserted against or incurred by such Indemnified Party under or on account of any applicable Environmental Law (including the assertion of any Encumbrance thereunder), whether upon realization of the Security, or as a lender to the Borrower, or as successor to or assignee of any right or interest of an Obligor or as a result of any order, investigation or action by any Governmental Body relating to any one of their business or property in which it has a direct or indirect interest, including any Claims arising from:
- (i) a Release, the threat of a Release, or the presence of any Hazardous Substance affecting the real or personal property directly or indirectly owned or operated by any Obligor, whether or not the Hazardous Substance originates or emanates from such Obligor's directly or indirectly held property or any other real property or personal property located thereon;
 - (ii) the Release owned by, or under the charge, management or control of any Obligor or any predecessors or assignors thereof;
 - (iii) any costs of removal or remedial action incurred by any Governmental Body or any costs incurred by any other Person or damages from injury to, destruction of, or loss of natural resources in relation to the real property or personal property directly or indirectly owned or operated by any Obligor or any contiguous real property or personal property located thereon, including reasonable and

documented costs of assessing such injury, destruction or loss incurred pursuant to Environmental Law;

- (iv) liability for personal injury or property damage arising by reason of any civil law offences or quasi-criminal offences or under any statutory or common tort law theory and any and all other third party Claims of any and every nature whatsoever, including, without limitation, damages assessed for the maintenance of a public or private nuisance or for the carrying on of a dangerous activity at, near, or with respect to the real or personal property directly or indirectly owned or operated by any Obligor; and/or
- (v) any other matter relating to the environment and Environmental Law affecting the property or the operations and activities of any Obligor within the jurisdiction of any Governmental Body;

except for any such Claims that a non-appealable court of competent jurisdiction determined arose on account of the relevant Indemnified Party's gross negligence or wilful misconduct.

3.11 Maximum Rate of Interest

Notwithstanding anything herein or in any of the other Loan Documents to the contrary:

- (a) in the event that any provision of this Agreement or any other Loan Document would oblige the Borrower to make any payment of interest or other amount payable to the Lenders in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Lenders of interest at a criminal or prohibited rate (as such terms are construed under the *Criminal Code* (Canada) or any other Applicable Law), then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with the same effect as if adjusted at the Original Closing Date to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by the Lenders of interest at a criminal or prohibited rate, such adjustment to be effected to the extent necessary in each case, as follows:
 - (i) by reducing any fees and other amounts which would constitute interest for the purposes of Section 347 of the *Criminal Code* (Canada) or any other Applicable Law;
 - (ii) by reducing the amount or rate of interest exigible under Sections 2.4 and 3.2; and
 - (iii) any amount or rate of interest referred to in this Section 3.11 shall be determined in accordance with generally accepted actuarial practices and principles over the maximum term of this Agreement (or over such shorter term as may be required by Section 347 of the *Criminal Code* (Canada) or any other Applicable Law) and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Administrative Agent shall be conclusive for the purposes of such determination, absent manifest error.

3.12 Net Insurance Proceeds

To the extent any Obligor receives Net Insurance Proceeds, then (a) the amount of such Net Insurance Proceeds received by an Obligor that is less than \$2,500,000 in aggregate in any Fiscal Year

shall either (i) be committed to be used by the relevant Obligor to repair and/or replace the property that is the subject of such Net Insurance Proceeds within 180 days of receipt and actually used to repair and/or replace the property that is the subject of such Net Insurance Proceeds within 270 days after receipt of such proceeds, or (ii) to the extent not so used within such 270 day period (or committed to be used within such 180 day period) to repair and/or replace property, shall be used to make a repayment to the Lenders pursuant to Section 2.5(b), and (b) Net Insurance Proceeds received by an Obligor that are equal or more than \$2,500,000 in aggregate in any Fiscal Year shall be paid over to the Collateral Agent to hold, and such funds held by the Collateral Agent: (X) if in the Administrative Agent's reasonable opinion, property that is the subject of such Net Insurance Proceeds can be adequately repaired and/or replaced in a manner and timeframe such that there will not be a Material Adverse Effect, then at the Borrower's option such property may be repaired and/or replaced within 360 days of receipt, and the Collateral Agent shall (at the direction of the Administrative Agent) pay over such funds upon payment being due for such repairs and/or replacement, or (Y) if the Administrative Agent is not of such opinion, the Administrative Agent is of such opinion and the Borrower elects not to so repair and/or replace, or the repair and/or replacement is not completed within 360 days, such funds shall be used to make a repayment to the Lenders as provided for in Section 2.5(b).

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Borrower

The Borrower represents and warrants to the Administrative Agent and the Lenders at the date hereof (for certainty, the representations being made after giving effect to the completion of the Project Acquisitions) and the date of each Compliance Certificate hereunder, as follows:

- (a) **Organization and Powers.** The Borrower and each other Obligor: (i) has been duly incorporated or formed and is validly existing under the laws of its incorporation or formation, as applicable; (ii) has all requisite corporate power and authority or, if such entity is not a corporation, such other power and authority, to own and lease its property and assets and to carry on its business; (iii) except as disclosed in Schedule 4.1(a), has all requisite corporate power and authority or, if such entity is not a corporation, such other power and authority, to enter into each of the Loan Documents to which it is or will become a party, and to perform its obligations thereunder; and (iv) is duly qualified, licensed or registered to do business in each jurisdiction in which the nature of its business or the property or assets owned or leased by it make such qualification, licensing or registration necessary. No proceeding has been instituted or, to the knowledge of the Borrower, threatened in writing in any such jurisdiction revoking, limiting or curtailing, or seeking to revoke, limit or curtail, such power and authority or qualification, licensing or registration. The Borrower and each other Obligor is up-to-date in all of its corporate filings in all material respects and is (if applicable) in good standing under Applicable Laws.

- (b) **Authorization; No Conflict.** Except as disclosed in Schedule 4.1(b), the execution and delivery by the Borrower and each other Obligor of the Loan Documents to which it is a party, and the performance by it of its obligations hereunder and thereunder, have been duly authorized by all necessary corporate or other action on its part and do not and will not: (i) contravene any provision of its constitutional documents or any resolution of its shareholders, partners or directors (or any committee thereof); (ii) conflict with, result in a breach of, or constitute a default or an event creating rights of acceleration, termination, modification or cancellation or a loss of rights under (with or without the giving of notice or lapse of time or both), any Material Contract; (iii) violate any Applicable Law; or

- (iv) other than as contemplated by the Loan Documents, result in, or require, the creation or imposition of any Encumbrance on any property or assets of an Obligor.
- (c) **Execution; Binding Obligation.** Each Loan Document to which the Borrower or an Obligor is or will become a party: (i) has been, or when executed and delivered under or in connection with this Agreement will be, duly executed and delivered by the Borrower or the applicable Obligor; and (ii) constitutes, or when executed and delivered under or in connection with this Agreement will constitute, a legal, valid and binding agreement of the Borrower and such Obligor, enforceable against the Borrower and such Obligor in accordance with its terms, except to the extent enforcement may be affected by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Applicable Laws affecting creditors' rights generally and subject to generally applicable principles of equity.
- (d) **Consents.** Except as disclosed in Schedule 4.1(d), neither the Borrower nor any Obligor is required to give any notice to, make any filing with or obtain any Authorization or Order of any Person in connection with the execution or delivery of or performance of its obligations under any Loan Document and any Warrant Certificate to which it is a party, or the consummation of the transactions contemplated herein and therein, other than (i) those that have already been obtained and copies of which have been provided to the Administrative Agent, including (A) the approval of the TSX of the transactions contemplated by the Key Transaction Agreements that require such approval and (B) the OK Regulatory Approvals and any other approval required from the Bank of Namibia, (iii) customary filings required to be made on or following the Closing Date pursuant to such conditional approval, (iii) if applicable, the payment of stamp taxes in connection with the Namibian Security Documents; and (iv) those the absence of which would not be prejudicial to the interest of the Administrative Agent, Collateral Agent or the Lenders or have a material impact on the Obligors' ability to develop or operate each Project and carry on the Business.
- (e) **Corporate Structure; Subsidiaries.** Schedule 4.1(e) sets forth the true and complete list of all Subsidiaries of the Borrower, including the type and number of issued and outstanding shares or other equity interests of each such Subsidiary and the Person in whose name such shares or equity interests are registered. Except as set out in Schedule 4.1(e), no Person (other than the Borrower or an Obligor) has any option, warrant, right (pre-emptive, contractual or otherwise) or other security or conversion privilege of any kind that is exercisable or convertible into, or exchangeable for, or otherwise carries the right of the holder to purchase or otherwise acquire (whether or not subject to conditions) common shares or other equity interests of any Obligor. No Obligor is engaged in any joint purchasing arrangement, joint venture, partnership and other joint enterprise with any other Person. No Person has a direct or indirect ownership interest in any Obligor, except as set out in Schedule 4.1(e), or (b) the Project Property, other than the Borrower and the Obligors.
- (f) **Principal Place of Business and Other Locations.** The jurisdiction of organization, principal place of business, location of corporate records, and location of tangible assets (except for inventory which is in transit) of each Obligor as of the date hereof is set out in Schedule 4.1(f) (or if such Schedule is replaced in accordance with this Agreement, such replacement Schedule).

- (g) **Residence for Tax Purposes.** For tax purposes, the Canadian Obligors are not non-residents of Canada (and are not registered in any other jurisdiction), and the Namibian Obligors are residents of Namibia (and no other jurisdiction).
- (h) **Solvency.** Neither the Borrower nor any other Obligor is insolvent within the meaning of Applicable Law.
- (i) **No Defaults; Material Contracts.** Except as disclosed in Schedule 4.1(i), no event has occurred or circumstance exists that (with or without the giving of notice or lapse of time or both) has contravened, conflicted with or resulted in, or may contravene, conflict with or result in, a violation or breach of, or give any Obligor the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate or modify, any Material Contract, Material Project Authorization or Order to which it is a party or by which it or its properties and assets may be bound. Without limiting the generality of the foregoing:
 - (i) all Material Contracts that have been entered into as of the date hereof are set out in Schedule 4.1(i)(i), and true and complete copies thereof have been made available to the Administrative Agent;
 - (ii) neither the Borrower nor any other Obligor is in default or breach in any material respect in the observance or performance of any term, covenant or obligation to be performed by the Borrower or other Obligor under any Material Contract to which the Borrower or other Obligor is a party or by which it is otherwise bound (including its property and assets) and each such Material Contract is in good standing, constitutes a valid and binding agreement of each of the Obligors that are parties thereto, is in full force and effect and is enforceable in accordance with its terms, except to the extent enforcement may be affected by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Applicable Laws affecting creditors' rights generally and subject to generally applicable principles of equity; and
 - (iii) neither the Borrower nor any other Obligor has any knowledge of the invalidity of or grounds for rescission, avoidance or repudiation of any such Material Contract and neither the Borrower nor any other Obligor has received notice of any intention to terminate any such Material Contract or repudiate or disclaim any transaction contemplated thereby.
- (j) **Title to Real Property.** Schedule 4.1(j) (or if such Schedule is replaced in accordance with this Agreement, such replacement Schedule) sets out a complete and accurate list of the Real Property in which the Obligors have a right, title or interest (other than in respect of the Bissett Creek Project). The Obligors, subject to Permitted Encumbrances:
 - (i) have valid and subsisting lease rights or leasehold title (as the case may be) to all leases of real property and Mineral interests included within the Real Property related to the Projects;
 - (ii) have valid possessory and record title to all Mineral interests included within the Real Property related to the Projects, except such Mineral interests that are leased to the Obligors and are covered under paragraph (a); and

- (iii) except as disclosed in Schedule 4.1(j), have good and marketable title to such other real property interests included within the Real Property related to the Projects and not otherwise included under paragraphs (i) and (ii).

The Real Property related to the Projects is free and clear of all Encumbrances other than Permitted Encumbrances. Except as disclosed in Schedule 4.1(j), as of the date hereof, neither the Borrower nor any other Obligor holds any freehold, leasehold or other real property interests or rights (including licenses from landholders permitting the use of land, leases, rights of way, occupancy rights, surface rights and easements) other than in respect of the Bissett Creek Project.

- (k) **Other Collateral.** Except as disclosed in Schedule 4.1(k), the Borrower and the Obligors have good and valid title to, or leasehold interest in, all other Collateral that is not Real Property, free and clear of all Encumbrances other than Permitted Encumbrances.
- (l) **Project Property.** Without limiting the generality of Section 4.1(j) and Section 4.1(k) and except as disclosed in Schedule 4.1(l):
 - (i) The Obligors own or otherwise have valid rights to use all of the Project Property, as applicable, and no Person other than the Obligors has any material rights to participate in the Project Real Property or operate the Projects;
 - (ii) With respect to each Project, the applicable Project Real Property constitutes all real property, mineral, surface interests and ancillary rights necessary for the development and mining operations of such Project, as currently operated and as contemplated to be developed and operated, substantially in accordance with the applicable Mine Plan;
 - (iii) Other than this Agreement, the Amended Royalty Agreement and the OK Stream Agreement, none of the Project Real Property or any Minerals produced therefrom are subject to an option, right of first refusal or right, title, interest, reservation, claim, rent, royalty, or payment in the nature of rent or royalty, or right capable of becoming an agreement, option, right of first refusal or right, title, interest, reservation, claim, rent, royalty, or payment in the nature of rent or royalty, except as set forth in Schedule 4.1(l)(iii); and
 - (iv) Other than pursuant to Applicable Laws, there are no material restrictions on the ability of the Obligors to exploit the Project Real Property.
- (m) **Maintenance of Project Property.** Except as disclosed in Schedule 4.1(m), all material mining concession, mining patents, claim maintenance fees, recording fees, and Taxes and all other material amounts have been paid when due and payable and all other actions and all other obligations as are required to maintain the Projects in good standing, have been taken and complied with in all material respects.
- (n) **No Expropriation.** No Collateral, nor any part thereof, except any part thereof that, together with any other Collateral taken or expropriated, (i) is not material to the Obligors' ability to develop and operate each Project and carry on the Business, and (ii) does not consist of any equity interests of any Obligor, has been taken or expropriated by any Governmental Body nor has any written notice been given or proceeding commenced by a

Governmental Body in respect thereof nor, to the knowledge of the Borrower, is there any written intent or proposal to give any such notice or commence any such proceeding.

- (o) **Insurance.** The Collateral and the businesses and operations of the Obligors are insured under coverage obtained by the Obligors with reputable insurance companies (not Affiliates of the Borrower) in such amounts, with such deductibles and covering such risks as is consistent with insurance carried by reasonably prudent participants in comparable businesses in the relevant jurisdictions, and such coverage is in full force and effect, and neither the Borrower nor any other Obligor has breached the terms and conditions of any policies in respect thereof in any material respect nor failed to promptly give any notice or present any material claim thereunder. There are no material claims by the Borrower or any other Obligor under any such policy as to which any insurer is denying liability or defending under a reservation of rights clause. To the knowledge of the Borrower, the Obligors will be able to (a) renew existing insurance coverage as and when such policies expire or (b) obtain comparable insurance coverage from similar institutions as may be necessary or appropriate to conduct the Business and at a comparable cost.
- (p) **Authorizations and Other Rights.** Except as disclosed in Schedule 4.1(p), the Obligors have obtained or been issued all such Authorizations and Other Rights as are necessary for the conduct of their respective businesses and operations as currently conducted except for those Authorizations and Other Rights which, if not held, do not have and could not reasonably be expected to have a material impact on the Obligors' ability to develop or operate each Project and carry on the Business. Without limiting the foregoing, except as disclosed in Schedule 4.1(p), each of the LDI Project Owner, the OK Mining Subsidiary and the OK Processing Subsidiary has obtained or been issued all Project Authorizations other than such Authorizations and Other Rights (a) that are not necessary for the conduct of development activities and operations (including commercial production transactions) as such activities and operations are currently being conducted, but that are expected to be obtained in the ordinary course of business, by the time they are necessary for the conduct of development activities and operations (including commercial production transactions) as contemplated by the Mine Plan, or (b) the failure of which to be obtained would not be material to the development and operation of any Project or the ongoing operation of commercial production (including commercial production transactions). Without limiting the foregoing, all Material Project Authorizations, whether obtained or issued by the date hereof or not, are set out in Schedule 4.1(p), along with the status of such Material Project Authorizations. True and complete copies all Material Project Authorizations which have been obtained or issued as of the date hereof have been made available to the Lenders, and no Obligor is in breach or default of the terms and conditions thereof in all material respect; all of such Material Project Authorizations are in good standing, and no proceeding is pending or, to the knowledge of the Borrower, threatened in writing to revoke or limit any such Material Project Authorizations.
- (q) **Bank Accounts.** The Obligors have no other bank accounts or securities accounts other than as set out in Schedule 4.1(q).
- (r) **Applicable Laws; Conduct of Operations.** Except as disclosed in Schedule 4.1(r), the Obligors, including in the conduct of operations at the applicable Project, are and have been in compliance in all material respects with all Applicable Laws and, without limiting the generality of the foregoing, all exploration, development and mining operations in respect of the applicable Real Property have been conducted in accordance with Good

Industry Practice and all material workers' compensation and health and safety regulations have been complied with.

- (s) **AML Legislation.** Without limiting the generality of Section 4.1(r), the Obligors are in compliance with, and have not been charged under, AML Legislation.
- (t) **Anti-Corruption and Sanctions.** Without limiting the generality of Section 4.1(r) the Obligors, and their respective officers, employees and, to the knowledge of the Borrower, its directors and agents, are in compliance with, and have not been charged under, Anti-Corruption Laws and applicable Sanctions and are not knowingly engaged in any activity that would reasonably be expected to result in any Obligor being designated as a Sanctioned Person or Sanctioned Entity. None of (a) the Obligors or, to the knowledge of the Borrower, any of its respective directors, officers or employees, or (b) to the knowledge of the Borrower, any of its agents that will act in any capacity in connection with or benefit from the Facility, (i) has used, or authorized the use of, any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity, (ii) made, or authorized the making of, any direct or indirect unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any domestic or foreign government official or employee from corporate funds, or (iii) is a Sanctioned Person or a Sanctioned Entity. The Loan, use of proceeds or other transaction contemplated by this Agreement will not violate Anti-Corruption Laws or applicable Sanctions.
- (u) **Environmental Compliance.** Without limiting the generality of Sections 4.1(p) and 4.1(r) except as disclosed in Schedule 4.1(u):
 - (i) each of the LDI Project Owner, the OK Mining Subsidiary and the OK Processing Subsidiary, including without limitation, in the conduct of operations at the applicable Project, have been during the three (3) year period immediately preceding the date hereof, and are in compliance in all material respects with all Environmental Laws, the EHS Guidelines and HSEC Policies;
 - (ii) each of the LDI Project Owner, the OK Mining Subsidiary and the OK Processing Subsidiary have obtained all material Authorizations required under Environmental Laws necessary to develop and operate the applicable Project or to conduct any other exploration, development, drilling or mining operations being conducted by it;
 - (iii) each of the LDI Project Owner, the OK Mining Subsidiary and the OK Processing Subsidiary has used or permitted to be used, except in material compliance with Environmental Laws, any of the Real Property to release, dispose, recycle, generate, manufacture, process, distribute, use, treat, store, transport or handle any Hazardous Substance;
 - (iv) to the knowledge of the Borrower there is no presence of any Hazardous Substance on, in or under any of the Real Property and no Hazardous Substances will be generated from any Obligor's use of the Real Property (including without limitation as a result of the conduct of operations at any Project) except in compliance with Environmental Laws;

- (v) during the three (3) year period immediately preceding the date hereof, none of the LDI Project Owner, the OK Mining Subsidiary and the OK Processing Subsidiary, nor any of the Real Property, is subject to any pending or, to the knowledge of the Borrower, threatened (in writing):
 - (A) material claim, notice, complaint, allegation, investigation, application, order, requirement or directive, each in writing, that relates to environmental, natural resources, Hazardous Substances, human health or safety matters or any other matter covered by Environmental Laws, and which would reasonably require or result in any work, repairs, rehabilitation, reclamation, remediation, construction, obligations, liabilities or expenditures; or
 - (B) material allegation, demand, direction, Order, notice or prosecution with respect to any matter covered by Environmental Laws including any Applicable Laws respecting the use, storage, treatment, transportation, rehabilitation, reclamation, remediation or disposition of any Hazardous Substance (including without limitation tailings, waste rock, sediment from erosion, wastewater and surface water run-off) from the Real Property, and no Obligor has settled any allegation of non-compliance with Environmental Laws prior to prosecution; and
 - (vi) the Borrower has provided to the Administrative Agent a true and complete copy of all HSEC Policies in effect as of the date hereof. Each HSEC Policy is consistent with the EHS Guidelines and Good Industry Practice as it pertains to health, safety, environmental, community and related operational matters;
 - (vii) the Borrower has made available to the Administrative Agent a true and complete copy of each material environmental audit, assessment, study or test of which has knowledge relating to each Project, including any environmental and social impact assessment study reports and any other material environmental information; and
 - (viii) there are no material environmental liabilities in respect of the operations at each Project other than those identified in the Material Project Authorizations.
- (v) **Community Matters.** Other than as disclosed in Schedule 4.1(v), no Obligor has received written notice that any Project Real Property or any Project is subject to any First Nations Claims, and, to the knowledge of the Borrower, there are no current or pending First Nations Claims affecting any Project Real Property or any Project. No Obligor has received notice of any written claim or assertion, whether proven or unproven, from any other such affected persons or groups, or Persons acting on their behalf, with respect to any title (including collective title), rights or other interests which would reasonably be expected to conflict with any Project (in a manner that would have a Material Adverse Effect) if such claim or assertion were valid. The Borrower has disclosed all First Nations Information, and all other material correspondence, notices and other documents from or involving such other affected persons or groups, or Persons acting on their behalf, of which it is aware to the Lenders, and other than as disclosed in Schedule 4.1(v), no Obligor has entered into any written agreements with any First Nations or other such affected persons or groups to provide benefits, pecuniary or otherwise, with respect to any Project at any stage of development and the Obligors have not offered any First Nations or other such

affected persons or groups any benefits with respect to such Project at any stage of development.

- (w) **Employee and Labour Matters.** Except as disclosed in Schedule 4.1(w), the Obligors are in material compliance with all Applicable Laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages; there is not currently any general labour disruption or conflict involving any such Obligor or directly affecting any Project. Except as set out in Schedule 4.1(w), none of the Obligors are a party to a collective bargaining agreement.
- (x) **Security.** Each Obligor has implemented security practices and procedures at the applicable Project in accordance with Applicable Laws and consistent with applicable HSEC Policies and Good Industry Practice.
- (y) **Employee Benefit Plans.** Each Employee Benefit Plan mandated by a Governmental Body that is intended to qualify for special tax treatment meets all of the requirements for such treatment and has obtained all necessary material approvals of all relevant Governmental Bodies. No Employee Benefit Plan has any liability or contingent liability under any Employee Benefit Plan. All Employee Benefit Plans are registered where required by, and are in good standing under, all Applicable Laws in all material respects. For purposes of this Section 4.1(y), "Employee Benefit Plan" means any employee benefit plan, pension plan, program, policy or arrangement sponsored, maintained or contributed to by any Obligor or with respect to which any Obligor has any liability or obligation.
- (z) **Taxes.**
 - (i) All Taxes due and payable by the Borrower and the other Obligors (whether shown due on any Tax Returns and whether assessed (or reassessed) by the appropriate Governmental Body) have been timely paid when due. All assessments and reassessments received by the Borrower and the Obligors in respect of Taxes have been paid when due.
 - (ii) Other than as disclosed in Schedule 4.1(z)(ii), all Tax Returns required by Applicable Law to be filed by or with respect to the Borrower and the other Obligor have been properly prepared and timely filed when due and all such Tax Returns (including information provided therewith or with respect thereto) are true, complete and correct in all material respects, and no material fact or facts have been omitted therefrom which would make any such Tax Returns misleading in any material respect.
 - (iii) Adequate provision has been made by the Borrower in its financial statements and by the OK Project Owner in the OK Project Financial Statements, as applicable, for all Taxes for any period for which Tax Returns are not yet required to be filed, or for which Taxes are not yet due or payable, up to the date of the most recent financial statements delivered pursuant to Section 6.4 and Section 6.5.
 - (iv) Since the respective dates of the most recent financial statements delivered pursuant to Section 6.4 and Section 6.5, the Borrower and the other Obligors have no material liabilities, whether actual or contingent, for Taxes and have not engaged in any transaction or event that would result in any material liability,

whether actual or contingent, for Taxes, other than in the ordinary course of business.

- (v) No audit or other proceeding by any Governmental Body is pending or, to the knowledge of the Borrower, threatened with respect to any Taxes due from or with respect to the Borrower or any other Obligor, and no Governmental Body has given written notice of any intention to assert any deficiency or claim for additional Taxes against the Borrower or any other Obligor. There are no matters under audit or appeal or in dispute, or, to the knowledge of the Borrower, under discussion, with any Governmental Body relating to Taxes of the Borrower or any other Obligor.
 - (vi) No Governmental Body of a jurisdiction in which the Borrower or any other Obligor does not file Tax Returns has made any written claim that the Borrower or any Obligor is or may be subject to taxation by such jurisdiction. To the knowledge of the Borrower, there is no basis for a claim that the Borrower or any other Obligor is subject to Tax in a jurisdiction in which such Person does not file Tax Returns.
 - (vii) There are no outstanding agreements, waivers, objections or arrangements extending the statutory period of limitations applicable to any claim for Taxes due from or with respect to the Borrower or any other Obligor or any taxable period, nor has any such agreement, waiver, objection or arrangement been requested. Neither the Borrower nor any other Obligor is bound by any tax sharing, allocation or indemnification or similar agreement.
 - (viii) The Borrower and the other Obligors have withheld or collected any Taxes that are required by Applicable Law to be withheld or collected and have paid or remitted, on a timely basis, the full amount of any Taxes that have been withheld or collected, and are due, to the applicable Governmental Body.
- (aa) **Intellectual Property.** Each of the Obligors owns, licenses or otherwise has the right to use all material licenses, Authorizations, patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, copyright applications, franchises, authorizations and other intellectual property rights that are necessary for the operation of its business, without infringement upon or conflict with the rights of any other Person with respect thereto (other than any intellectual property the absence of which or any such infringement upon or conflict with respect to which would not have a material impact on the Obligors' ability to develop or operate each Project and carry on the Business). No slogan or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by an Obligor infringes upon or conflicts with any rights owned by any other Person. No claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Borrower, threatened (in writing).
- (bb) **Books and Records.** The minute books and corporate records of the Borrower and each other Obligor are true and correct in all material respects and contain all minutes of all material meetings and all material resolutions of the shareholders or directors (or any committee thereof), as applicable, of the Borrower and the other Obligors (and true and correct copies thereof have been provided by the Borrower to the Administrative Agent).

(cc) **Financial Statements.**

- (i) All of the quarterly and annual financial statements of the Borrower which have been furnished to the Administrative Agent and the Lenders, or any of them, in connection with this Agreement are complete in all material respects and such financial statements fairly present in all material respects the results of operations and financial position of the Borrower on a consolidated basis as of the dates referred to therein and have been prepared in accordance with IFRS and the applicable published rules and regulations of any stock exchange on which the Borrower's securities are listed and Securities Laws (except that such quarterly financial statements do not include notes and the year-end adjustments that are reflected in the corresponding audited annual financial statements).
- (ii) Except as disclosed in Schedule 4.1(cc)(ii), there are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of the Borrower or any of its Subsidiaries with unconsolidated entities or other Persons.
- (iii) MNP LLP has been the auditor of the Borrower since March 1, 2021 and is "independent" as required under Securities Laws. There has never been a "reportable event" (within the meaning of National Instrument 51-102 *Continuous Disclosure Obligations of the Canadian Securities Administrators*) with the present or any former auditor of the Borrower.
- (iv) The Borrower is in compliance with National Instrument 52-109 *Certification of Disclosure in Issuers' Annual and Interim Filings of the Canadian Securities Administrators*.

(dd) **Absence of Change.** Since the date of the Borrower's most recent annual audited financial statements and the Borrower's most recent unaudited financial statements provided to the Lenders pursuant to this Agreement, there has been no event, change or effect which, individually or in the aggregate, has had, or would reasonably be expected to have, a Material Adverse Effect.

(ee) **Related Party Transactions.** Except as disclosed in a Schedule 4.1(ee) hereto, or as otherwise disclosed in writing by the Borrower to the Administrative Agent prior to the date hereof or as permitted by this Agreement after the date hereof, no Obligor has: (a) made any payment or loan to, or borrowed any moneys from or otherwise been indebted to, any Related Party thereof; or (b) been a party to any Contract with any Related Party thereof, other than independent contractor or indemnification agreements entered into with officers or directors of the Borrower or an Obligor which, in the case of clause (a) or (b), remains in effect on the date hereof.

(ff) **No Liabilities.** Except as disclosed in Schedule 4.1(ff), neither the Borrower nor any other Obligor has any material liabilities, contingent or otherwise, other than those reflected in the financial statements of the Borrower or the OK Project Financial Statements, as applicable.

(gg) **Litigation.** There are no Orders which remain unsatisfied against the Borrower or any other Obligor or consent decrees or injunctions to which the Borrower or any other Obligor is subject. Except as disclosed in Schedule 4.1(gg), there are no material investigations,

actions, suits or proceedings at law or in equity or by or before any Governmental Body pending or, to the knowledge of the Borrower, threatened in writing against or directly affecting the Borrower or any Obligor (or the Projects) or otherwise having a material impact on the ability of the Obligor to develop or operate any Project.

- (hh) **Debt Instruments.** Neither the Borrower nor any other Obligor has any Debt other than Permitted Debt. Neither the Borrower nor any other Obligor is party to any Hedging Arrangement other than (i) Hedging Arrangements to hedge or mitigate bona fide currency risks to which the Borrower or the Obligors are exposed, and (ii) forward sales of Graphite Products, in each case in the ordinary course of business and not for speculative purposes.
- (ii) **No Subordination.** Other than Permitted Encumbrances, there is no Contract to which the Borrower or other Obligor is a party or by which it or any of its properties or assets may be bound that requires the subordination in right of payment of any of the Obligations under the Loan Documents to any other obligation of it.
- (jj) **Issuance of Securities.**
 - (i) The Common Shares are listed and posted for trading on the TSX and no order ceasing or suspending trading in any securities of the Borrower or prohibiting the sale or issuance of the Common Shares or the trading of any of the Borrower's issued securities has been issued and no (formal or informal) proceedings for such purpose are pending or, to the knowledge of the Borrower, have been threatened. The Borrower has not taken any action which would reasonably be expected to result in the delisting or suspension of the Common Shares on or from the TSX and the Borrower is currently in compliance in all material respects with the rules and regulations of the TSX.
 - (ii) The Borrower has the full power and authority to create and issue the Warrants. The creation and issuance of the Warrants has been duly authorized and, when issued and delivered against payment of the consideration set forth in the Warrant Certificates, the Common Shares issuable upon exercise of the Warrants will be validly issued as fully paid and non-assessable Common Shares and, subject to applicable Securities Laws, will be listed on the TSX and be Freely Tradable. Upon issuance of the Warrants in accordance with the terms of this Agreement, the applicable Lenders will be the legal owners of the Warrants and will have good title thereto free and clear of all Encumbrances, other than as may be imposed as a result of the application of any Applicable Laws to the Warrants or as are imposed as a result of any actions taken by, or transactions entered into by, the applicable Lenders.
- (kk) **Regulatory Compliance.**
 - (i) The Borrower is a "reporting issuer" (or the equivalent) in the Provinces of Ontario, British Columbia, Alberta and Nova Scotia and is not included on a list of defaulting reporting issuers maintained by the Securities Regulators. The Borrower has not taken any action to cease to be a reporting issuer in any jurisdiction in which it is a reporting issuer and has not received any notification from a Securities Regulator seeking to revoke the Borrower's reporting issuer status.

- (ii) All material filings and fees required to be made and paid by the Borrower pursuant to Securities Laws have been made and paid when due.
 - (iii) Except as set forth in Schedule 4.1(kk)(iii), as of their respective filing dates, each of the Public Disclosure Documents complied with the requirements of applicable Securities Laws in all material respects and none of the Public Disclosure Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading. There is no material change as of the date hereof relating to the Borrower which has occurred and with respect to which the requisite material change report has not been filed with the Securities Regulators and made publicly available on SEDAR. The Borrower has not filed any confidential material change report or other confidential report with any Securities Regulator or other Governmental Body which at the date hereof remains confidential.
- (ll) **Technical Reports.** The estimated measured, indicated and inferred mineral resources and proven and probable mineral reserves set out in the Technical Reports for each Project have been prepared and in accordance with accepted mining industry practices and National Instrument 43-101. The Obligors have no knowledge that the mineral resources or mineral reserves (or any other material aspect of the Technical Reports) are inaccurate in any material respect.
- (mm) **No Default.** No Default or Event of Default has occurred and is continuing under any Loan Document.
- (nn) **Disclosure.** All information which has been prepared by or on behalf of the Borrower relating to the Obligors and disclosed in writing to the Administrative Agent or the Lenders is, as of the date of such information, true and correct in all material respects, and no fact or facts have been omitted therefrom which would make such information materially misleading. All forecasts, projections and budgets (collectively, “**Projections**”) which have been prepared by or on behalf of the Borrower relating to the Obligors and each Project and their respective businesses, properties and assets and delivered to the Administrative Agent or the Lenders represent the Borrower’s reasonable estimates and assumptions as to future performance, which the Borrower believes to be fair and reasonable as of the time made in the light of current and reasonably foreseeable business conditions, it being understood that such Projections are not to be viewed as facts or as a guarantee of performance or achievement of any particular results, are subject to significant uncertainties and contingencies many of which are beyond the control of the Borrower and/or any Obligor and that actual results may vary from such Projections and that variations may be material and that no assurance can be given that any projected result will be realized.
- (oo) **Foreign Controls.** The execution, delivery and performance of the Loan Documents by the Borrower and the other Obligors are, under applicable foreign exchange control regulations or metals control regulations of the jurisdiction in which each of the Borrower and such Obligor is organized and existing, not subject to any notification or authorization except (a) such as have been made or obtained or (b) such as cannot be made or obtained until a later date (provided that any notification or authorization described in clause (b) shall be made or obtained as soon as is reasonably practicable and, to the knowledge of

the Borrower, there is no reason that any such authorizations will not be obtained in the ordinary course).

- (pp) **Material Adverse Effect.** Since December 31, 2020, no development or event has occurred that has had or would reasonably be expected to have a Material Adverse Effect.
- (qq) **Use of Proceeds.** The Borrower has used the proceeds of the Initial Loan and will use the Additional Loan under the Facility only for the purposes set out in Section 2.3, respectively.
- (rr) **Stamp Tax.** No duty is payable on the execution of the Loan Documents other than stamp duty, payable under Namibian law in respect of the execution of the Namibian Security Documents.
- (ss) **The Italian Subsidiary Additional Representations and Warranties.**
 - (i) The Italian Subsidiary has no Debt other than the Debt permitted pursuant to Section 6.10(w)(iii).
 - (ii) The Italian Subsidiary is not party to any Hedging Arrangement.
 - (iii) Other than Permitted Encumbrances permitted pursuant to Section 6.10(w)(i), there is no Contract to which the Italian Subsidiary is a party or by which it or any of its properties or assets may be bound that requires the subordination in right of payment of any of the Obligations under the Loan Documents to any other obligation of it.

4.2 Survival of Representations and Warranties

The representations and warranties made in this Agreement shall survive the execution and delivery of this Agreement and shall continue until payment in full of the Obligations notwithstanding any investigation made at any time by or on behalf of the Administrative Agent or the Lenders.

ARTICLE 5 SECURITY

5.1 Security Documents

As security for the due and punctual payment of all of the Obligations, the Borrower shall, and the Borrower shall cause each of the other Obligor to, grant a continuing security interest and a first-ranking Encumbrance in favour of the Collateral Agent over all of the Collateral (subject only to Permitted Encumbrances), and in furtherance thereof shall deliver or cause to be delivered to the Collateral Agent, for the benefit of the Lenders, in form and substance satisfactory to the Administrative Agent and Lenders' counsel, acting reasonably:

- (a) the Canadian Security Documents;
- (b) the Namibian Security Documents;
- (c) each other security documents as requested by the Administrative Agent or Collateral Agent, acting reasonably, as may be necessary to provide the Collateral Agent with a first

priority security interest in the property, assets and undertaking of each Obligor (other than the Bissett Creek Assets and the LDI Warehoused Products);

- (d) all share certificates (to the extent shares can reasonably be certificated), share transfer forms, stock powers of attorney, documentation, consents or authorizations reasonably required by the Collateral Agent; and
- (e) registrations under the *Personal Property Security Act* (Ontario) or analogous necessary in order to make valid and effective the aforementioned agreements or otherwise reasonably required by the Administrative Agent or the Lenders for the purposes of granting, protecting or ensuring a first-ranking (subject only to Permitted Encumbrances) perfected Encumbrances in favour of the Collateral Agent, for the benefit of the Lenders, in the Collateral.

For clarity, the Security granted in favour of the Collateral Agent will, to the extent applicable to each Obligor, extend over any and all graphite and other marketable mineral bearing material owned or held by such Obligor, in whatever form or state, that was mined, produced, extracted or otherwise recovered from the applicable Project Real Property, and including other products resulting from the further milling, processing or other beneficiation of such minerals, whether such minerals are held physically or by virtue of credits in a metal account (and any proceeds therefrom).

5.2 Additional Security from New Subsidiaries

The Borrower shall cause each Person that becomes a Subsidiary after the Original Closing Date (by way of acquisition or otherwise) to promptly deliver to the Collateral Agent (a) a Guarantee of the Obligations, (b) security over the undertaking, property and assets and equity interests of such Subsidiary substantially to the same effect as the Security provided for in Section 5.1, (c) a third party legal opinion from the Borrower's counsel concerning such Subsidiary, Guarantee and Security, to all be delivered to the Administrative Agent, the Lenders and the Collateral Agent within 20 Business Days of such Person first becoming a Subsidiary, together with all share certificates (to the extent shares can reasonably be certificated), share transfer forms, stock powers of attorney, consents, authorizations, registrations (or evidence of the filing of the same with the applicable authority for the purposes of registration) and supporting documentation (including updates to disclosure schedules hereto) in respect thereof as necessary in order to make valid and effective the aforementioned agreements and perfect the Encumbrances provided for therein. Notwithstanding Sections 5.1 or 5.2 or anything else in this Agreement to the contrary, the Lenders agree that the Italian Subsidiary shall not be required to deliver the security referred to in clause (b) of Section 5.2, provided that such agreement by the Lenders shall cease immediately upon a breach by the Borrower, the Italian Subsidiary or any other Obligor of Section 6.10(v)(iii) and 6.10(w) (without limiting any other rights of the Lenders in relation to any such breach).

5.3 Further Assurances – Security

The Borrower shall, and the Borrower shall cause each Obligor to take, or cause to be taken such action and execute and deliver or cause to be executed and delivered to the Collateral Agent such agreements, documents and instruments as the Administrative Agent or the Collateral Agent shall reasonably request, and register, file or record the same (or a notice or financing statement in respect thereof) in all offices where such registration, filing or recording is, in the reasonable opinion of the Administrative Agent, the Collateral Agent or the Lenders counsel, necessary or advisable to constitute, perfect and maintain the Security Documents referred to in Section 5.1 as first-ranking Encumbrances in the Collateral of the Person granting such Encumbrances, subject only to the Permitted Encumbrances, in all jurisdictions reasonably required by the Administrative Agent or the Collateral Agent, in each case

within a reasonable time after the request therefor by the Administrative Agent or the Collateral Agent or the Administrative Agent's counsel, and in each case, in form and substance satisfactory to the Administrative Agent and Lenders' counsel, acting reasonably.

5.4 Security Effective Notwithstanding Date of the Loan

The Security shall be effective and the undertakings in this Agreement and the other Loan Documents with respect thereto shall be continuing, whether the monies hereby or thereby secured or any part thereof shall be advanced before or after or at the same time as the creation of any such Security or before or after or upon the date of execution of this Agreement. The Security shall not be affected by any payments under this Agreement or any of the other Loan Documents, but it shall constitute continuing security to and in favour of the Collateral Agent for the benefit of the Lenders for the Obligations from time to time.

5.5 No Merger

The Security shall not merge in any other security. No judgment obtained by or on behalf of the Lenders shall in any way affect any of the provisions of this Agreement, the other Loan Documents or the Security. For greater certainty, no judgment obtained by or on behalf of the Lenders shall in any way affect the obligation of the Borrower to pay interest or to pay other amounts at the rates, times and in the manner provided in this Agreement.

5.6 Release of Security

- (a) Subject to Section 5.6(b) and the terms of the Key Transaction Agreements, following indefeasible payment and performance in full of all Obligations under this Agreement and the other Loan Documents (other than contingent obligations with respect to which no claim has been made), the Administrative Agent will promptly, at the request, cost and expense of the Borrower, direct the Collateral Agent to release, provide acquittance and discharge the Security and the right and interest of the Administrative Agent, the Collateral Agent and the Lenders in the Collateral. In connection with the foregoing, the Collateral Agent shall also execute and deliver to the Obligors all such other documents and instruments as the Borrower shall prepare and which are necessary to release or reconvey (without representation or warranty of title other than that the Security has not been assigned) to each Obligor entitled thereto any and all remaining Collateral that was subject to the Security.
- (b) If any Collateral is Disposed of as permitted by this Agreement or is otherwise released from the Security at the direction or with the consent of the Administrative Agent, at the request, cost and expense of the Borrower (on satisfaction, or on being assured of concurrent satisfaction, of any condition to or obligation imposed with respect to such Disposition), the Administrative Agent shall direct the Collateral Agent to discharge such Collateral from the Security and deliver and re-assign to the Borrower or relevant Obligor (without any representation or warranty other than that the Security has not been assigned) any of such Collateral as is then in the possession of the Collateral Agent.

5.7 Stockpiling relating to LDI Project

If any Obligor intends to stockpile, store, warehouse or otherwise place Minerals or other minerals forming part of the Collateral relating to the LDI Project off the LDI Project Real Property, before doing so, the Borrower shall cause such Obligor, as applicable, to obtain from the property owner, operator

or both, as applicable, where such stockpiling, storage, warehousing or other placement occurs, to provide in favour of the Collateral Agent a written acknowledgement in form and substance satisfactory to the Administrative Agent and Lenders' counsel, acting reasonably, which provides that each Project Owner's and/or its Affiliates', as applicable, rights to the Minerals or other minerals forming part of the Collateral shall be preserved and which acknowledges the Lenders' Encumbrances thereon and provides the Collateral Agent with a right of access in the event of enforcement by the Collateral Agent of the Security.

ARTICLE 6 COVENANTS

6.1 Affirmative Covenants

So long as any Obligations remain outstanding, and except as otherwise consented to by the Majority Lenders, the Borrower shall, and shall cause each other Obligor, as applicable, to:

- (a) duly and punctually pay the Obligations at the times and places and in the manner required by the terms of the Loan Documents;
- (b) maintain its corporate existence; keep proper books of account and records; maintain its corporate status in all jurisdictions where it carries on business; and operate its business and the applicable Project in accordance with Good Industry Practice and in compliance, in all material respects, with the applicable Mine Plan, Annual Forecast Report, Project Authorizations, Other Rights, Material Contracts, HSEC Policies, Anti-Corruption Policy and EHS Guidelines, and Applicable Law;
- (c) except as otherwise permitted by this Agreement, maintain the applicable Project Real Property in good standing, performing or causing to be performed all required assessment work thereon, paying or causing to be paid all material concession, permit and license maintenances fees in respect thereof, paying or causing to be paid all rents and other payments in respect of leased properties forming a part thereof and otherwise maintaining such Project Real Property in compliance, in all material respects, with Applicable Law;
- (d) at all times during its business hours and no more than once per Fiscal Year upon reasonable prior written notice from the Administrative Agent, the Collateral Agent or a Lender and at all times and with reasonable frequency and without notice if an Event of Default shall have occurred and be continuing, permit representatives of the Administrative Agent, the Collateral Agent or a Lender, at the cost and expense of the Borrower (no more than once per Fiscal Year), to enter into or onto its property, to inspect any of the Collateral and to examine its financial books, accounts and records and to discuss its financial condition with its senior officers and its auditors subject to compliance by all such representatives with the HSEC Policies, EHS Guidelines, Project Authorizations, other Rights, Material Contracts and Applicable Law; provided that the Lenders severally agree to indemnify and save the Obligors and their respective directors, officers, employees and agents harmless from and against any and all losses suffered or incurred by any of them as a result of the actions of such Lenders or its representatives or agents during any such visit except to the extent that such losses arise from the gross negligence or willful misconduct of such indemnified persons.
- (e) keep insured with financially sound and reputable insurance companies all of its Collateral (including the applicable Project Property) in amounts and against losses or damages, including property damage and public liability, on a basis consistent with insurance

obtained by reasonably prudent participants in comparable businesses in the relevant jurisdictions and cause the policies of insurance referred to above to (i) not be amended in any manner which is prejudicial to the Lenders and (ii) contain customary endorsements for the benefit of the Lenders, all in a form acceptable to the Administrative Agent acting reasonably, and include a provision that such policies will not be cancelled without thirty (30) days' prior written notice being given to the Administrative Agent by the issuers thereof, and cause the Collateral Agent, the Administrative Agent and the Lenders to be named as an additional insured with respect to public liability insurance;

- (f) provide the Administrative Agent promptly with such evidence of insurance as the Administrative Agent may from time to time reasonably require;
- (g) use all commercially reasonable efforts to obtain, as and when required, and preserve and maintain, all applicable Authorizations (including environmental Authorizations), Other Rights and Material Contracts which are required to permit the Borrower and the Obligor to (i) own, operate and maintain the Business and each Project in the manner currently carried on or contemplated to be carried on, (ii) develop, and operate each Project as contemplated by the applicable Mine Plan and the Annual Forecast Report and carry out the operation of commercial production transactions, and (iii) perform their obligations under the Loan Documents to which they are a party;
- (h) pay all Taxes as they become due and payable unless they are being contested in good faith by appropriate legal proceedings and, with respect to Taxes which are overdue, make arrangements reasonably satisfactory to the Administrative Agent regarding adequate provision for their payment;
- (i) pay all stamp duties payable under Namibian Law in respect of the execution of the Namibian Security Documents within ten (10) days of such Namibian Security Documents being executed if they are executed in Namibia or within ten (10) days of such Namibian Security Documents being first received in Namibia if they are executed outside of Namibia, and provide the Administrative Agent promptly with evidence of payment of such stamp duties;
- (j) conduct all environmental remedial activities which a Person acting in a commercially reasonable manner and in accordance with Good Industry Practice would reasonably perform in similar circumstances to meet its environmental responsibilities, in each case as required by Environmental Laws, Project Authorizations, Other Rights, the EHS Guidelines or by any Governmental Body, as applicable;
- (k) (i) ensure that the only mining activities taking place on the Project Real Property are, in the case of the LDI Project, those under the control and direction of the LDI Project Owner and in the case of the OK Project, those under the control and direction of the OK Project Owner, in each case in furtherance of the applicable Project, and (ii) develop and operate each Project in compliance with the requirements of any environmental permit, Order or other Authorization in respect of such Project; and
- (l) warrant and defend the right, title and interest of the Obligor in and to any of the Collateral, and every part thereof, against the claims of any Person, subject only to Permitted Encumbrances.

6.2 Notifications to the Lenders

- (a) The Borrower shall promptly notify the Lenders of the occurrence of:
- (i) any Default or Event of Default;
 - (ii) any material default by any party under or termination or threatened (in writing) termination of any Material Contract, of which it becomes aware;
 - (iii) the loss of or material non-compliance with the terms of, or any threat by a Governmental Body to revoke or suspend, any Material Project Authorization;
 - (iv) all material actions, suits and proceedings before any Governmental Body or arbitrator pending, or to the knowledge of the Borrower, threatened, against or directly affecting any Obligor or any Project, including any actions, suits, claims, notices of violation, hearings, investigations or proceedings pending, or to the knowledge of the Borrower threatened, against or affecting any Obligor or with respect to the ownership, use, maintenance and operation of the Projects;
 - (v) any violation of any Applicable Law by any Obligor in any material respect;
 - (vi) any material damage to any Project, and whether an Obligor has made, or plans to make, any insurance claims with respect thereto with respect to such damage;
 - (vii) any non-compliance by the Borrower or any of its Subsidiaries with the EHS Guidelines or applicable HSEC Policies in any material respect, or by any the Borrower or any of its Subsidiaries with the Anti-Corruption Policy in any material respect;
 - (viii) any material Claims, disputes or disturbances pertaining to any Project involving local communities, including, without limitation, any First Nations group;
 - (ix) any material labour disruption involving the workforce at any Project;
 - (x) any other condition or event which has resulted, or that would reasonably be expected to result, in a Material Adverse Effect; and
 - (xi) any breach of Section 6.10(b) within two Business Days thereof,
- in each case, accompanied by an Officer's Certificate of the Borrower setting forth details of the occurrence referred to therein.
- (b) The Borrower shall promptly notify the Lenders, including in the notification the intended action to be taken by them, upon:
- (i) any material claim, complaint, notice or order under any Environmental Laws affecting any Obligor or any Project;
 - (ii) learning of the existence of Hazardous Substances located on, above or below the surface of any land which any Obligor occupies or controls, except those being stored, used or otherwise handled in compliance with Environmental Laws, or contained in the soil or water constituting such land, in each case which would

reasonably be expected to have a material impact on the Obligors' ability to carry on the Business and to develop or operate each Project;

- (iii) the occurrence of any reportable release, spill, leak, emission, discharge, leaching, dumping or disposal of Hazardous Substances that has occurred on or from such land which would reasonably be expected to have a material impact on the Obligors' ability to carry on the Business and to develop or operate each Project;
 - (iv) the occurrence of any change in business activity conducted by it which involves the storage, use or handling of Hazardous Substances or wastes or increases its environmental liability in any material manner; and
 - (v) any proposed change in the use or occupation of any Project Real Property which would reasonably be expected to have a material adverse impact on the Obligors' ability to carry on the Business, and to develop or operate the Projects.
- (c) The Borrower shall promptly (but in any event no less than fifteen (15) days prior to such change) notify the Lenders upon becoming aware of any change in name, jurisdiction of organization or formation or jurisdiction of chief executive office of any Obligor.
 - (d) The Borrower shall promptly notify the Lenders of (a) an acquisition by any Obligor of any material real property (including mineral rights) with respect to the Projects, whether owned or leased (and provide the Collateral Agent with a charge over such freehold or leasehold interest on terms satisfactory to the Administrative Agent and the Collateral Agent, acting reasonably); (b) any new locations of tangible assets of any Obligor (other than inventory in transit); (c) any new Material Contracts or any material amendment or revision to any existing Material Contract (provided that any amendment or revision shall be subject to Section 6.10(o)), and (d) any new Material Project Authorization or any material amendment, revision, reissuance or replacement of any existing Material Project Authorization, and in the case of (b) and (c) above, forthwith provide a true and complete copy of the same to the Lenders in accordance with Section 6.3.
 - (e) As soon as practicable following a request thereof from the Administrative Agent, the Borrower shall provide any financial information, financial statements, budgets, forecasts, projections, lists of property and accounts, and other statements as the Administrative Agent may reasonably request from time to time, including copies of any Tax Returns and any other elections, remittance forms or other documents filed by the Borrower or any of its Subsidiaries pursuant to any legislation which requires the Borrower or any of its Subsidiaries to pay, withhold, collect, or remit amounts.

6.3 Material Contracts, Material Project Authorizations and Mine Plan

The Obligors shall promptly deliver or furnish, or cause to be delivered or furnished, to the Lenders a copy of:

- (a) any new Material Contract or any material amendment or revision to any existing Material Contract;
- (b) any new Material Project Authorization or any material amendment, revision, reissuance or replacement of any existing Material Project Authorization;

- (c) any material amendment, revision or supplement to or replacement of any Mine Plan, Financial Model, Costs to Complete Disclosure or the Annual Forecast Report (provided that any such material amendment, revision, supplement or replacement shall be subject to Section 6.10(q)); and
- (d) any material new technical reports or updated mineral reserve and mineral resource estimates produced that pertain to any Project Real Property, or any material engineering or technical studies relating to any Project.

6.4 Quarterly Reporting

- (a) As soon as available and in any event within 60 days after the end of each Fiscal Quarter of each Fiscal Year (except if the end of such Fiscal Quarter is also the end of a Fiscal Year), the Borrower shall deliver to the Lenders:
 - (i) a copy of the Borrower's quarterly unaudited consolidated financial statements for such Fiscal Quarter;
 - (ii) a Compliance Certificate;
 - (iii) a quarterly report on ESG matters; and
 - (iv) a certification that during Fiscal Quarter (i) the Obligor were, and as of the date of such certification are, in compliance with all applicable anti-bribery and anti-corruption laws, rules and regulations and are not aware of any violations or potential violations of the Anti-Corruption Policy, (ii) all transfers, dispositions and expenditures where initiated and completed pursuant to the Obligor's internal policies and have been appropriately accounted for, and (iii) there have been no items reported during the period that were violations of or potential violations of, the Anti-Corruption Policy.
- (b) As soon as available and in any event within 60 days after the end of each Fiscal Quarter of each Fiscal Year, the Borrower shall deliver to the Lenders a Quarterly Report in respect of each Project for the immediately preceding Fiscal Quarter.

6.5 Annual Reporting

- (a) Within 120 days after the end of each Fiscal Year, the Borrower shall deliver to the Lenders:
 - (i) a copy of the Borrower's audited annual consolidated financial statements for such Fiscal Year;
 - (ii) a Compliance Certificate;
 - (iii) if any insurance coverage of the Obligor has been renewed, evidence of the renewal thereof.

In the event the Borrower is required by Applicable Law to publicly file its audited annual consolidated financial statements in a period of less than 120 days, the time period for the

obligation of the Borrower to provide its financial statements shall be correspondingly reduced.

- (b) As soon as available and in any event by no later than 90 days after each Fiscal Year commencing with the Fiscal Year ending December 31, 2022, the Borrower shall deliver to the Lenders (i) an Annual Report in respect of each Project for the immediately preceding calendar year and (ii) an updated proposed Mine Plan in respect of each Project which shall be subject to approval by the Majority Lenders.
- (c) As soon as available and in any event by no later than 45 days following each Fiscal Year commencing with the Fiscal Year ending December 31, 2022, the Borrower shall deliver to the Lenders in respect of the then current year (i) an Annual Forecast Report in respect of each Project, (ii) an updated Costs to Complete Disclosure, and (iii) an updated Financial Model, which, in the case of paragraph (i) and (ii), shall be subject to approval by the Majority Lenders (acting reasonably).

6.6 Corporate Policies

- (a) The Borrower shall at all times (i) maintain the HSEC Policies and shall periodically review and update the HSEC Policies to ensure that they are consistent with the EHS Guidelines and Good Industry Practice as it pertains to health, safety, environmental, community and related operational matters, (ii) ensure that all operations in respect of each Project comply in all material respects with applicable EHS Guidelines and HSEC Policies, and (iii) keep, or cause the other Obligor to keep, all relevant and material documentation in order for the Lenders to verify such compliance. In the event of any material non-compliance with Environmental Law, the EHS Guidelines or the HSEC Policies, the Borrower shall, or shall cause the appropriate Obligor to, develop and implement a Corrective Action Plan acceptable to the Administrative Agent, acting reasonably. The Borrower shall, and shall cause the Obligor to, upon the request of the Administrative Agent, acting reasonably, provide the Lenders with any material information relating to material measures or monitoring undertaken by or on behalf of the Borrower and the other Obligor under Environmental Law, the EHS Guidelines, the HSEC Policies or any Corrective Action Plan.
- (b) The Borrower shall, and the Borrower shall cause all of the Obligor to, at all times comply with the Anti-Corruption Policy, and shall immediately notify the Administrative Agent upon becoming aware of any breach or suspected breach of the Anti-Corruption Policy. The Borrower shall not, without the prior written consent of the Lenders, acting reasonably, amend, terminate, replace or otherwise vary the Anti-Corruption Policy in any material respect.

6.7 Changes to Accounting Policies

If there is any material change in a period to the accounting policies, practices and calculation methods used by the Borrower in preparing its financial statements or components thereof as compared to any previous period, the Borrower shall provide the Lenders with all information which the Lenders reasonably require relating to the impact of any such material change on the comparability of the reports provided to the Lenders after any such material change to previous reports. Until the Administrative Agent has approved such material change in writing, the Borrower shall continue to prepare and provide any reports to the Lenders hereunder in accordance with the accounting policies, practices and calculation methods in effect prior to such material change.

6.8 Issuance of Warrants

- (a) On the Original Closing Date, the Borrower issued the Warrants pursuant to the Warrant Certificates.
- (b) Upon exercise of the right to purchase Common Shares under the Warrant Certificates, the Borrower shall take all required action to satisfy the conditions set out in the conditional acceptance of the TSX for the listing of such Common Shares, and in any event within the time period prescribed by the TSX, to satisfy such conditions.

6.9 Mandatory Equity Issuance

By no later than March 29, 2024, the Borrower shall complete an Equity Issuance (or quasi-Equity Issuance), which may be completed in one or more tranches, for gross proceeds of at least C\$3,000,000 (and which, for greater certainty, shall be subject to prior TSX approval and conducted in accordance with applicable TSX policies), and from which the Borrower shall use at least C\$3,000,000 in gross proceeds for working capital purposes, subject to the Section 2.5(d).

6.10 Negative Covenants

Except as otherwise provided in this Agreement, so long as any Obligations remain outstanding the Borrower shall not, and shall not permit any other Obligor to, without the prior written consent of the Majority Lenders:

- (a) enter into any transaction or series of related transactions or any document or agreement related thereto whereby (i) any equity interests in an Obligor (other than the Borrower), or (ii) any portion of the applicable Project Property, would directly or indirectly become the property of any other Person (other than to the extent otherwise permitted hereunder);
- (b) (i) use, or authorize the use of, any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) make, or authorize the making of, any direct or indirect unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any domestic or foreign government official or employee from corporate funds; or (iii) violate any provision of AML Legislation, Anti-Corruption Laws or any applicable Sanctions;
- (c) dispose of all or any part of the Collateral except pursuant to a Permitted Asset Disposition provided that each Obligor shall be entitled, in its reasonable discretion, to abandon any Mining and Exploration Rights (or other Mineral interest) comprising part of the Collateral or any other interest in the Collateral;
- (d) make any payment of royalties in respect of Minerals from the Project Real Property, or enter into any royalty, stream financing or similar agreement with any other Person in relation to the Project Real Property (other than under or in connection with the Amended Royalty Agreement and/or the OK Stream Agreement);
- (e) use the proceeds of the Facility for any purpose other than the Approved Uses;
- (f) create, incur, assume or suffer to exist any Encumbrance upon all or any part of the Collateral, whether now owned or hereafter acquired, other than Permitted Encumbrances;

- (g) make any Restricted Payment other than Permitted Restricted Payments;
- (h) enter into any agreement or arrangement or take any action which restricts or purports to restrict the ability of (i) any Obligor to pay dividends or make any other distributions to any other Obligor or repay Debt owing to any other Obligor, or (ii) any Obligor to perform its obligations under this Agreement (other than this Agreement, the Security, the Amended Royalty Agreement and the OK Stream Agreement);
- (i) create, incur, assume, or otherwise become directly or indirectly liable upon or in respect of, or suffer to exist, any Debt other than Permitted Debt;
- (j) enter into, or incur any obligations, under or in respect of any Hedging Arrangement other than under (i) Hedging Arrangements to hedge or mitigate bona fide currency risks to which the Borrower or the Obligors are exposed, and (ii) forward sales of Graphite Products, in each case in the ordinary course of business and not for speculative purposes;
- (k) except as otherwise expressly contemplated by this Agreement, provide Financial Assistance, either directly or indirectly, to any Person other than (i) on an unsecured basis in favour of another Obligor, or (ii) unsecured Debt in respect of surety or completion bonds, standby letters of credit or letters of guarantee securing mine closure, asset retirement and environmental reclamation obligations of the Obligors to the extent required by Applicable Laws or a Governmental Body;
- (l) make any Investments, except Investments in the Italian Subsidiary up to the Italian Subsidiary Investment Cap, Investments in another Obligor in respect of the mining operations of each Project or Investments funded solely by the Bissett Creek Dedicated Proceeds, provided that if such Investment is by way of Debt, such Debt must be Subordinated Intercompany Debt;
- (m) not change in any material respect the nature of its business or operations from the Business, nor engage directly or indirectly in any material business activity, or purchase or otherwise acquire any material property, in either case, not related to or in furtherance of the conduct of the Business, or as reasonably required to perform its obligations under the Key Transaction Agreements, other than the development of the Bissett Creek Project using the Bissett Creek Dedicated Proceeds without other recourse to the Borrower or any Obligor;
- (n) make any Acquisition, other than an Acquisition related to the Bissett Creek Project using the Bissett Creek Dedicated Proceeds without other recourse to the Borrower or any Obligor;
- (o) (i) enter into any new Material Contract, or (ii) amend in any material respect or waive any material provision of or terminate or assign (other than as contemplated under the Loan Documents) or give notice of termination or assignment of any Material Contract or waive or grant indulgences in respect of any default or event of default under any of the Material Contracts, if such new Material Contract or amendment, waiver, termination or assignment of an existing Material Contract is reasonably likely to be prejudicial to the interests of the Lenders, without the prior written consent of the Majority Lenders, not to be unreasonably withheld, conditioned or delayed, other than a Material Contract relating to the Bissett Creek Project funded solely by the Bissett Creek Dedicated Proceeds without other recourse to the Borrower or any Obligor;

- (p) transfer or assign any Debt owed to it, other than to another Obligor;
- (q) amend, revise, supplement or replace (i) any Mine Plan in any respect other than a Non-Material Mine Plan Amendment or the annual update contemplated by the definition of "Mine Plan", (ii) any Annual Forecast Report except any amendment that, together with any other amendments previous to such Annual Forecast Report approved by the Majority Lenders, would not result in an increase to such Annual Forecast Report of more than 5% and would not result in an amendment to such Mine Plan (other than a Non-Material Mine Plan Amendment); (iii) the Financial Model other than the annual update thereto contemplated by Section 6.5(c) and any other amendment thereto from time to time consented to by the Majority Lenders (acting reasonably); and (iv) Costs to Complete Disclosure other than the annual update thereto;
- (r) directly or indirectly purchase, acquire or lease any property from, or sell, transfer or otherwise Dispose of any assets or property to, or otherwise deal or enter into any agreement with, any Related Party (other than an Obligor), except in the ordinary course of and pursuant to the reasonable requirements of such Person's business and upon fair and reasonable terms that are no less favourable to the Obligors than those that would be obtained in an arm's length transaction with a Person that is not a Related Party;
- (s) issue any equity interests in an Obligor (other than the Borrower) unless the Person to whom such equity interests are issued is an Obligor and then only if the additional equity interests so issued are concurrently and validly pledged to the Collateral Agent and all resolutions (corporate, shareholder or otherwise) required by the Administrative Agent or the Collateral Agent, acting reasonably in connection therewith are delivered to the Collateral Agent;
- (t) enter into any transaction to change or reorganize its capital structure or amend its articles, by laws or any other constating documents in a manner that prejudices the Lenders;
- (u) change its Fiscal Year; change its auditor unless any replacement is a nationally recognized accounting firm; change its legal or operating name, jurisdiction of incorporation or formation, jurisdiction of its chief executive office or location of its tangible assets (other than inventory in transit) except with at least fifteen (15) days' prior written notice to the Administrative Agent and the Collateral Agent; or
- (v) (i) (1) subject to Sections 6.10(v)(ii) and 6.10(v)(iii), at any time after the day which is 90 days following the Original Closing Date, retain any funds in any bank account or securities account other than (A) an account subject to a Blocked Accounts Agreement (Canada) (or the equivalent or with substantially similar effect in the case of the Italian Subsidiary) or (B) a Namibian Segregated Account; (2) retain at any time any funds in excess of the dollar amount (or the equivalent amount in Namibian dollars) required for the working capital needs in respect of the OK Project for the next ninety (90) days in a Namibian Segregated Account, and, within three Business Days of reaching such limit, the Borrower shall, or shall, subject to obtaining applicable exchange control approvals (if any), cause the applicable Obligor to, transfer the excess to a bank account of a Canadian Obligor that, at any time after the day which is 90 days following the Original Closing Date, is subject to a Blocked Accounts Agreement (Canada); or (3) make deposits or otherwise transfer amounts into a Namibian Segregated Account more than 4 times per calendar month;

- (ii) the requirement set out in Section 6.10(v)(i)(1) shall not be required in connection with bank accounts of the Borrower (or a Subsidiary thereof) relating to the Bissett Creek Project (the “**Bissett Creek Bank Accounts**”) if the funds deposited to the Bissett Creek Bank Accounts (i) do not exceed an aggregate maximum amount of \$250,000 per calendar year until such time as the OK Project has generated positive cash flows for three Fiscal Quarters and provided that no deposits to the Bissett Creek Bank Accounts shall be permitted during the continuance of an Event of Default, or (ii) are the proceeds of Investments in the equity capital in the Borrower (or a Subsidiary thereof) raised solely in connection with the Bissett Creek Project (and the Borrower has made any applicable mandatory repayment pursuant to Section 2.5(d)) and provided further that the Borrower has provided evidence, in a form satisfactory to the Administrative Agent, acting reasonably, that such proceeds will be expended on the Bissett Creek Project (such funds being collectively, the “**Bissett Creek Dedicated Proceeds**”);
- (iii) the requirement set out in Section 6.10(v)(i)(1) shall not be required in connection with bank accounts of the Italian Subsidiary if the funds deposited to such bank accounts (which may only be made by the Italian Subsidiary or the Borrower (subject to Section 6.9(1))) (i) do not exceed an aggregate maximum amount of C\$800,000 per calendar year, (ii) do not exceed an aggregate maximum of C\$200,000 per Fiscal Quarter, and (iii) provided that no deposits to the such bank accounts shall be permitted during the continuance of an Event of Default, and provided further that the Italian Subsidiary shall not retain at any time any funds in excess C\$300,000 at the end of any Fiscal Quarter, and the Borrower shall cause the Italian Subsidiary to, transfer within five (5) Business Days of the end of any such Fiscal Quarter, any excess thereof to a bank account of the Borrower that is subject to a Blocked Accounts Agreement (Canada). At the time of each delivery of the Compliance Certificate pursuant to Sections 6.4(a)(ii) and 6.5(a)(ii), the Borrower shall certify as to compliance with the foregoing and shall attach thereto the monthly bank account statements for all bank accounts of the Italian Subsidiary for the months in the Fiscal Quarter covered by such Compliance Certificate (for clarity, in the case of the Compliance Certificate delivered pursuant to Section 6.5(a)(ii), shall only be required in respect of the months in the last Fiscal Quarter of such Fiscal Year).
- (w) **The Italian Subsidiary Additional Covenants.** In addition to the other restrictions on the Italian Subsidiary (and the Borrower in relation to the Italian Subsidiary) in this Agreement, including without limitation, pursuant to Section 6.10, the Borrower shall not, and shall not permit, the Italian Subsidiary to:
 - (i) create, incur, assume or suffer to exist any Encumbrance upon all or any part of presently held and future acquired undertaking, property and assets other than the Encumbrances set forth in clauses (a), (c), (e), (h), (j), (l), (m), and (r) of the definition of Permitted Encumbrances;
 - (ii) make any Restricted Payment other than Permitted Restricted Payments (excluding the Restricted Payments set forth in clauses (d) and (e) of the definition of Permitted Restricted Payments);
 - (iii) create, incur, assume, or otherwise become directly or indirectly liable upon or in respect of, or suffer to exist, any Debt other than Debt set out in clauses (a), (b),

(d) (provided in the case of (d) such Debt is owed to the Borrower only and upon the incurrence thereof by the Italian Subsidiary the Borrower is in compliance with Section 6.10(l) (e), (f) and (j) (for greater certainty, the Debt permitted pursuant to such clause (j) shall be shared with all other Obligor) of the definition of Permitted Debt;

- (iv) enter into, or incur any obligations, under or in respect of any Hedging Arrangement;
- (v) provide Financial Assistance, either directly or indirectly, to any Person (other than to the Lenders in respect of the Obligations);
- (vi) make any Investments;
- (vii) engage, either directly or indirectly, in any business or activity other operating as a sales office for the Borrower and the other Obligor in relation to the Business, nor engage directly or indirectly in any material business activity, or purchase or otherwise acquire any material property or assets, in either case, other than those reasonably necessary to its function as a sales office for the Obligor;
- (viii) make any Acquisition;
- (ix) (i) enter into any Material Contracts without the prior written consent of the Majority Lenders, or (ii) to the extent the Majority Lenders had previously consented to the existence of a Majority Contract, amend in any material respect or waive any material provision of or terminate or assign (other than as contemplated under the Loan Documents) or give notice of termination or assignment of any Material Contract or waive or grant indulgences in respect of any default or event of default under any Material Contract, if such new Material Contract or amendment, waiver, termination or assignment of an existing Material Contract is reasonably likely to be prejudicial to the interests of the Lenders, without the prior written consent of the Majority Lenders;
- (x) transfer or assign any Debt owed to it, other than to another Obligor; or
- (xi) (A) directly or indirectly purchase, acquire or lease any property from any Related Party, without the prior written consent of the Majority Lenders; (B) sell, transfer or otherwise Dispose of any assets or property to any Related Party (other than the Borrower), without the prior written consent of the Majority Lenders, or (C) otherwise deal or enter into any agreement with, any Related Party except in the ordinary course of and pursuant to the reasonable requirements of such Person's business and upon fair and reasonable terms that are no less favourable to the Obligor than those that would be obtained in an arm's length transaction with a Person that is not a Related Party, without the prior written consent of the Majority Lenders.

For the purposes of Sections 6.10(c), (g), (i), (k), (l), (p), (r) and (s), in relation to the restrictions (and any exceptions to such restrictions, including by reference to the definitions of "Permitted Debt", "Permitted Encumbrances", "Permitted Asset Disposition", "Permitted Restricted Payments") applicable to each Obligor (other than the Italian Subsidiary) (the "**Restricted Party**") under such Sections, the Italian Subsidiary shall be deemed not to be an Obligor in relation to such

Restricted Party. In the event of any inconsistency between the covenants set forth in this Section 6.10(w) or the other covenants set forth in this Agreement (including without limitation, Section 6.8 and the other covenants in this Section 6.10), or where any covenant set forth in this Section 6.10(w) poses a greater restriction or obligation than is set forth elsewhere in this Agreement (including without limitation, Section 6.8 and the other covenants in this Section 6.10), Section 6.10 shall control in all respects.

6.11 Financial Covenants

For so long as this Agreement is in force, and until the Obligations have been paid in full and this Agreement has been terminated:

- (a) **Positive Working Capital.** The Borrower shall maintain at all times on a consolidated basis positive Working Capital.
- (b) **Minimum Cash Balance.** The Borrower shall maintain at all times on a consolidated basis a minimum cash balance of \$750,000.
- (c) **Debt Service Coverage Ratio.** After achieving two Fiscal Quarters of positive cumulative CFADS, the Borrower shall maintain for each rolling six month period a Debt Service Coverage Ratio of not less than 1.8:1.00.
- (d) **Loan Life Coverage Ratio.** After achieving two Fiscal Quarters of positive cumulative CFADS, the Borrower shall maintain a Loan Life Coverage Ratio of not less than 2.0:1.00.
- (e) The Chief Financial Officer of the Borrower shall certify the matters set forth in this Section 6.11 on a quarterly basis in the Compliance Certificate to be delivered pursuant to Section 6.4(a)(ii) and Section 6.5(a)(ii).

6.12 Post-Closing Obligations

Each Obligor shall deliver or furnish, or cause to be delivered or furnished, to the Administrative Agent, in form and substance satisfactory to the Administrative Agent, the items listed on Schedule 6.12 in the applicable time periods specified therein, or such later dates as the Administrative Agent may agree in its sole discretion.

ARTICLE 7 CONDITIONS PRECEDENT

7.1 Conditions Precedent to the Original Closing Date and the Initial Loan

The obligations of the Lenders hereunder were subject to satisfaction by the Borrower and the Obligors of each of the following conditions precedent, which conditions precedent are for the sole and exclusive benefit of the Lenders and may be waived in writing by the Lenders:

- (a) no Default or Event of Default shall have occurred and be continuing nor shall there be any such Default or Event of Default after giving effect to this Agreement, including after giving effect to the Initial Loan, and the other Key Transaction Agreements;

- (b) the Borrower and the other Obligors shall have performed and complied with all covenants and agreements required by this Agreement to be performed or complied with by them on or prior to the Original Closing Date;
- (c) all representations and warranties of the Borrower and the other Obligors made in this Agreement and the other Loan Documents shall be true and correct on the Original Closing Date;
- (d) all representations and warranties in each Project Acquisition Agreement that are material to the interests of the Lenders, but only to the extent that the Obligors have the right to terminate the Obligors' obligations under the applicable Project Acquisition Agreement (or the right not to consummate such Project Acquisition pursuant to such Project Acquisition Agreement) as a result of a failure of such representations and warranties, shall be true and correct on the Original Closing Date;
- (e) the Borrower shall have delivered, or caused to be delivered to the Administrative Agent, all of the following (in each case in form and substance satisfactory to the Administrative Agent and the Lenders' counsel):
 - (i) an executed copy of (A) this Agreement, (B) a Guarantee executed by each of the Guarantors, (C) the Security Documents referenced in Section 5.1, (D) the Warrant Certificates, (E) the Intercreditor Agreement and (F) the other Loan Documents;
 - (ii) Officer's Certificates of the Borrower and each other Obligor certifying (A) the articles and bylaws (or equivalent) of such Person, as applicable, (B) any applicable shareholder agreement relating to such Person, (C) the incumbency of signing officers of such Person, and (D) the corporate resolutions (or equivalent) of such Person, as applicable, approving the execution, delivery and performance of such Person's obligations under each of the Loan Documents and the Warrant Certificates to which it is a party and the consummation of the transactions contemplated thereunder;
 - (iii) a certificate of status, compliance, good standing or like certificate with respect to the Borrower and each other Obligor issued by the appropriate government official in the jurisdiction of its incorporation;
 - (iv) an Officer's Certificate of the Borrower certifying the matters set out in Sections 7.1(a) through 7.1(d) and Sections 7.1(f), 7.1(j), 7.1(l), 7.1(m), 7.1(n), 7.1(o), 7.1(p), 7.1(s), 7.1(t), 7.1(v) and 7.1(w);
 - (v) a copy of the Anti-Corruption Policy and HSEC Policies satisfactory to the Administrative Agent;
 - (vi) certificates of insurance evidencing compliance with Section 6.1(e); and
 - (vii) a Compliance Certificate calculated as of the Original Closing Date;
 - (viii) a customary legal opinion dated the Original Closing Date addressed to the Administrative Agent, Collateral Agent and the Lenders, in form and substance satisfactory to the Administrative Agent and the Lenders' counsel, acting

reasonably, from Canadian counsel to the Borrower and the Obligors with respect to this Agreement and the transactions contemplated by the Loan Documents, including without limitation validity and perfection (opposability in the case of the Quebec Security Documents) of the Security created pursuant to the Canadian Security Documents;

- (ix) a customary legal opinion dated the Original Closing Date addressed to the Administrative Agent, Collateral Agent and the Lenders, in form and substance satisfactory to the Administrative Agent and the Lenders' counsel, acting reasonably, from Namibia counsel to the Borrower and the Obligors with respect to this Agreement and the transactions contemplated by the Loan Documents, including without limitation the capacity, powers and authority of the Namibian Obligors who are party to the Loan Documents to enter into and perform their obligations under the Loan Documents and the due execution of those documents, the legality, validity and enforceability of the Security created pursuant to the Namibian Security Documents;
 - (x) (A) a customary title opinion relating to the Mining and Exploration Rights dated the Original Closing Date addressed to the Administrative Agent, Collateral Agent and the Lenders, in form and substance satisfactory to the Administrative Agent and the Lenders' counsel, acting reasonably, from Namibia counsel to the Borrower and the Obligors in connection with the OK Project Real Property, and (B) a title insurance policy, or a binding commitment to issue a title insurance policy, in respect of the Mining and Exploration Rights in connection with the LDI Project Real Property, containing endorsements reasonably required by the Administrative Agent and subject only to title qualifications that the Administrative Agent, Collateral Agent and the Lenders reasonably consider acceptable; and
 - (xi) certified copies of all Project Acquisition Agreements (including any amendments thereto, provided any such material amendments shall be satisfactory to the Lenders, acting reasonably) and all material agreements relating thereto, Project Authorizations and Material Contracts that have been provided to the Lenders;
- (f) all of the conditions precedent to the completion of each Project Acquisition pursuant to the applicable Project Acquisition Agreement (other than payment of the purchase price required to complete such Project Acquisition, which shall occur concurrently with advancing the Initial Loan and the release of the net proceeds from the Coincident Equity Raise to the Borrower shall have been satisfied or, in the case of conditions precedent in favour of the Borrower or any other Obligor, with the prior written consent of the Lenders, waived;
- (g) the Borrower shall have provided evidence satisfactory to the Lenders that it has made arrangements (i) with MERN and Royal Bank of Canada in respect of the release of the LDI Seller's cash deposit with the Government of Québec and the release or transfer of the Letter of Credit from Royal Bank of Canada in connection with the LDI Restoration Plan; and (ii) with the OK Sellers under the OK Project Acquisition Agreement relating to the replacement of their indemnification obligations relating to the OK TSF, as required by and in accordance with the provisions of the Project Acquisition Agreements;

- (h) the Warrants shall have been issued or shall concurrently be issued with advancing the Initial Loan hereunder;
- (i) the Key Transaction Agreements shall have been entered into by the parties thereto and shall be in full force and effect;
- (j) the Borrower shall have provided to the Administrative Agent evidence reasonably satisfactory to the Administrative Agent that it will have a minimum cash balance of at least \$7,500,000 (the “**Minimum Cash Balance**”) and positive Working Capital (excluding the Minimum Cash Balance) (the “**Minimum Working Capital**”), in each case, on a pro forma basis after giving effect to the Initial Loan;
- (k) executed copies of the Security Documents specified in Section 5.1 shall have been delivered to the Administrative Agent (along with certificates, if any, representing all shares or other securities pledged, together with related stock powers duly executed in blank and any other documents evidencing title required to be delivered under the Security Documents) and such financing statements or other registrations of such Security Documents, or notice thereof, shall have been filed, registered, entered or recorded in all offices of public record necessary or desirable in the opinion of the Administrative Agent to preserve or protect the charges and security interests created thereby;
- (l) executed copies of all notices and acknowledgments required to be served under the Namibian Security Documents shall have been served, and the relevant corresponding acknowledgment of the same has been received or is expected to be received following the Original Closing Date, if required by that Namibian Security Document;
- (m) no preliminary or permanent injunction or other order issued by a Governmental Body, and no statute, rule, regulation or executive order promulgated or enacted by a Governmental Body, which restrains, enjoins, prohibits or otherwise makes illegal the consummation of the transactions contemplated by the Key Transaction Agreements shall be in effect;
- (n) no action or proceeding, at law or in equity, shall be pending or threatened by any Person or Governmental Body to restrain, enjoin or prohibit the consummation of the transactions contemplated by the Key Transaction Agreements;
- (o) all approvals, acknowledgments, consents, Orders and Authorizations of all Governmental Bodies, and all material regulatory, securities and/or any other third-party consents (including, for greater certainty, the OK Regulatory Approvals, including without limitation foreign exchange control approval from the Bank of Namibia in accordance with the exchange control regulations, 1961 issued under the Currency and Exchanges Act, 9 of 1933, to the extent that any such approval is required to establish any security interest under the Namibian Security Documents and the enforcement thereof, approval by the TSX and the other consents referred to in Schedule 4.1(d)), subject only to customary conditions, which are, in each case, required to be obtained by any Obligor in order to effect the Project Acquisitions, (ii) enter into this Agreement, the Loan Documents and the other Key Transaction Agreements and give effect to the transactions contemplated hereunder and thereunder, (iii) preserve all Material Contracts and Material Project Authorizations following the Project Acquisitions, and (iv) to effect the restart of the OK Project (other than for greater certainty, such consents as are necessary for the future expansion plans of the OK Project) shall have been provided to the Lenders in form, and on terms, reasonably satisfactory to the Lenders;

- (p) any default or event of default under the Material Contracts shall have been resolved or otherwise addressed in a manner satisfactory to the Lenders;
- (q) the Administrative Agent shall have received a certified copy of any Subordinated Intercompany Debt and subordination and postponement agreements related thereto;
- (r) the Lenders shall have received, and be satisfied in their sole discretion with, financial diligence
- (s) no Material Adverse Effect (as such term is defined in each of the Project Acquisition Agreements) shall have occurred since December 2, 2021;
- (t) no Material Adverse Effect shall have occurred since December 31, 2020, as determined by the Administrative Agent acting reasonably;
- (u) arrangements satisfactory to the Lenders for repayment in full of all Debt that is not Permitted Debt owing by any Obligor to existing lenders to such Obligor, concurrent with the advance of the Initial Loan;
- (v) releases, discharges and postponements with respect to all Encumbrances affecting the Collateral which are not Permitted Encumbrances, if any, shall have been delivered to the Administrative Agent in form satisfactory to the Administrative Agent;
- (w) all amounts and fees payable to or for the account of the Administrative Agent or the Lenders that are due and payable (including the fees and disbursements of Lenders' counsel in each of the applicable jurisdictions) shall have been paid or arrangements, satisfactory to the Lenders, shall be in place to pay such amounts and fees;
- (x) a source and use of funds statement and an outline of the flow of funds from the Initial Loan and the Coincident Equity Raise shall have been delivered to the Administrative Agent in form satisfactory to the Administrative Agent confirming, among other things, that the Initial Loan will be used solely for Approved Uses;
- (y) completion of each of the Project Acquisitions concurrently with the transactions contemplated herein on terms and conditions reasonably satisfactory to the Lenders and substantially in accordance with the terms of the applicable Project Acquisition Agreement;
- (z) the Lenders shall have received all "know your client", anti-money laundering or similar identification information reasonably requested by the Lenders in order for the Lenders to comply with all applicable AML Legislation; and
- (aa) the Administrative Agent shall have received such additional and customary documents as the Lenders shall reasonably request to establish the consummation of the transactions contemplated hereby and be satisfied, acting reasonably, as to the taking of all proceedings in connection herewith in compliance with the conditions set forth in this Agreement.

7.2 Conditions Precedent to the Closing Date and the Additional Loan

The obligations of the Lenders hereunder are subject to satisfaction by the Borrower and the Obligors of each of the following conditions precedent, which conditions precedent are for the sole and exclusive benefit of the Lenders and may be waived in writing by the Lenders:

- (a) no Default or Event of Default shall have occurred and be continuing nor shall there be any such Default or Event of Default after giving effect to this Agreement, including after giving effect to the Additional Loan and the Amended Royalty Amendment;
- (b) the Borrower and the other Obligors shall have performed and complied with all covenants and agreements required by this Agreement to be performed or complied with by them on or prior to the Closing Date;
- (c) all representations and warranties of the Borrower and the other Obligors made in this Agreement and the other Loan Documents shall be true and correct on the Closing Date;
- (d) the Borrower shall have delivered, or caused to be delivered to the Administrative Agent, all of the following (in each case in form and substance satisfactory to the Administrative Agent and the Lenders' counsel):
 - (i) an executed copy of this Agreement by all parties hereto, and any other Loan Document or confirmations of guarantees and security as may be required by the Administrative Agent and the Lenders' counsel in relation to the Namibian Security Documents or Quebec Security Documents (and any related registrations, filings or notices to perfect or preserve the security interests thereunder);
 - (ii) Officer's Certificates of the Borrower, the Italian Subsidiary and each other Obligor certifying (A) the articles and bylaws (or equivalent) of such Person, as applicable, (B) any applicable shareholder agreement relating to such Person, (C) the incumbency of signing officers of such Person, and (D) the corporate resolutions (or equivalent) of such Person, as applicable, approving the execution, delivery and performance of such Person's obligations under this Agreement and the other Loan Documents, as applicable, to which such Person is a party and the consummation of the transactions contemplated thereunder;
 - (iii) a certificate of status, compliance, good standing or like certificate with respect to the Borrower, the OK Project Owner and the Italian Subsidiary issued by the appropriate government official in the jurisdiction of its incorporation;
 - (iv) an Officer's Certificate of the Borrower certifying the matters set out in Sections 7.2(a) through 7.2(c) and Sections 7.2(e), 7.2(f), 7.2(g), 7.2(h) and 7.2(i); and
 - (v) a customary legal opinion dated the Closing Date addressed to the Administrative Agent, Collateral Agent and the Lenders, in form and substance satisfactory to the Administrative Agent and the Lenders' counsel, acting reasonably, from Canadian counsel to the Borrower and the Obligors with respect to this Agreement and the transactions contemplated hereunder, including without limitation continued validity and perfection (opposability in the case of the Quebec Security Documents) of the Security created pursuant to the Canadian Security Documents;
- (e) the Amended Royalty Amendment shall have been entered into by the parties thereto and shall be in full force and effect;

- (f) the Borrower shall have provided to the Administrative Agent evidence reasonably satisfactory to the Administrative Agent that it will have a minimum cash balance of at least \$750,000 on a pro forma basis after giving effect to the Additional Loan;
- (g) no preliminary or permanent injunction or other order issued by a Governmental Body, and no statute, rule, regulation or executive order promulgated or enacted by a Governmental Body, which restrains, enjoins, prohibits or otherwise makes illegal the consummation of the transactions contemplated by the Key Transaction Agreements shall be in effect;
- (h) no action or proceeding, at law or in equity, shall be pending or threatened by any Person or Governmental Body to restrain, enjoin or prohibit the consummation of the transactions contemplated herein and the Amended Royalty Amendment;
- (i) all approvals, acknowledgments, consents, Orders and Authorizations of all Governmental Bodies, and all material regulatory, securities and/or any other third-party consents, in order to enter into this Agreement and any other Loan Document and give effect to the transactions contemplated hereunder and thereunder, shall have been obtained, other than as set out in Schedule 6.12;
- (j) all amounts and fees payable to or for the account of the Administrative Agent or the Lenders that are due and payable (including the fees and disbursements of Lenders' counsel in each of the applicable jurisdictions) shall have been paid or arrangements satisfactory to the Lenders, shall be in place to pay such amounts and fees;
- (k) the Lenders shall have received all "know your client", anti-money laundering or similar identification information reasonably requested by the Lenders (if any) in order for the Lenders to comply with all applicable AML Legislation; and
- (l) the Administrative Agent shall have received such additional and customary documents as the Lenders shall reasonably request to establish the consummation of the transactions contemplated hereby and be satisfied, acting reasonably, as to the taking of all proceedings in connection herewith in compliance with the conditions set forth in this Agreement.

ARTICLE 8

EVENTS OF DEFAULT AND REMEDIES

8.1 Events of Default

The occurrence of any of the following events shall constitute an "**Event of Default**":

- (a) the Borrower fails to pay any amount of principal due hereunder by the due date thereof or interest due hereunder within two (2) Business Days of the due date thereof, or any fees or other Obligations within five (5) Business Days of the due date thereof;
- (b) there is a breach of any other term, condition or provision of this Agreement, or any of the provisions of any other Loan Document not specified in this Section 8.1, and such breach remains unremedied for a period of 15 Business Days after the earlier of (i) written notice by the Administrative Agent to the Borrower or applicable Obligor, and (ii) the Borrower or applicable Obligor becoming aware of such breach;

- (c) any Obligor or any other Person that is a party to any Loan Document makes any representation or warranty under any Loan Document or any Warrant Certificate which is incorrect or incomplete when made or deemed to be made (except to the extent any such representation or warranty expressly relates to an earlier date, and in such case, shall be true and correct on and as of such earlier date) or, to the extent such representation or warranty is not already qualified by materiality, such representation or warrant is incorrect or incomplete in any material respect when made or deemed to be made and such incorrectness or incompleteness is not remedied for a period of 15 Business Days after the earlier of (i) written notice of such incorrectness or incompleteness by the Administrative Agent to the Borrower or applicable Obligor, and (ii) the Borrower or applicable Obligor becoming aware of such breach;
- (d) any Obligor ceases or threatens to cease to carry on its business or admits its inability, or fails, to pay its debts generally as they become due;
- (e) any Obligor (i) fails to make any payment when such payment is due and payable to any Person in relation to any Debt having a principal amount in excess of \$1,000,000, and any applicable grace period in relation thereto has expired (not including any waiver or extension thereof), or (ii) defaults in the observance or performance of any other agreement or condition in relation to any such Debt having a principal amount in excess of \$1,000,000 or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs or condition exists, the effect of which default or other condition, if not remedied within any applicable grace period (not including any waiver or extension thereof), would be to cause, or to permit the holder of such Debt to declare such Debt to become due prior to its stated maturity date;
- (f) any Obligor becomes bankrupt, whether voluntarily or involuntarily, or becomes subject to any proceeding seeking liquidation, arrangement, monitorship, relief of creditors or the appointment of a receiver or trustee over any of the Collateral, and such involuntary proceeding is (i) not contested by the applicable Obligor diligently, in good faith and on a timely basis and dismissed or stayed within 30 days of its commencement or issuance or (ii) in the case of a Namibian Obligor, not actively defended by the applicable Obligor (for greater certainty, such 30-day grace period shall not apply if the applicable Obligor becomes bankrupt voluntarily or any such proceedings are initiated by any Obligor);
- (g) other than pursuant to a corporate reorganization not otherwise prohibited pursuant to the terms of this agreement, an order is made or a resolution is passed for the winding up, liquidation or dissolution of any Obligor;
- (h) any of the Security, any Loan Document or any Warrant Certificate is repudiated or contested by any Obligor in whole or in part;
- (i) any of the Security, any Loan Document or any Warrant Certificate ceases to be in full force and effect, or is invalidated or rendered unenforceable by any act, regulation or governmental action or is determined to be invalid by a court or other judicial entity or, in the case of the Security, to not constitute a first ranking priority Encumbrance in the Collateral, subject only to Permitted Encumbrances and such Security, Loan Document or Warrant, as the case may be, has not been replaced by a legal, valid and binding replacement document, in form and substance reasonably satisfactory to the Administrative Agent and Lenders' counsel, (1) in the case of Canadian Security Documents, within 10 days and (2) in the case of each other Security Document, within 20 days, provided,

however, that such grace periods shall only be afforded if (i) counsel to the Lenders in the applicable jurisdiction has advised that such Security, Loan Document or Warrant Certificate is capable of being replaced without material prejudice to the Lenders and (ii) the relevant Obligor is actively cooperating with the Administrative Agent to replace such document;

- (j) a final judgment, order, writ of execution, garnishment or attachment or similar process for an amount in excess of \$1,000,000 is issued or levied against any Obligor or any material portion of the Collateral and all such judgments or decrees have not been vacated, discharged, stayed, bonded or insured pending appeal within 30 days from the entry thereof;
- (k) an Encumbrancer or any other Person takes possession of a material portion of the Collateral or by appointment of a receiver, receiver and manager, or otherwise;
- (l) except as specifically permitted in this Agreement, any Obligor takes or seeks to take any action to (i) abandon all or any material portion of the Collateral, (ii) put any Project on care and maintenance, or (iii) otherwise suspend development or mining operations at any Project (other than temporary suspensions for sound operational reasons not to exceed three (3) months);
- (m) any Governmental Body directly or indirectly condemns, expropriates, nationalizes, seizes or appropriates the Borrower or any Obligor or any material property which relates to, forms part of, or is material to the ongoing operations in respect of, access to or exploitation of, the Collateral which, pursuant to the applicable Mine Plan, is scheduled to be mined;
- (n) any Obligor fails to obtain, or loses the right to, or benefit of, a Material Project Authorization;
- (o) a Change of Control occurs;
- (p) a material default occurs and is continuing under any Material Contract after giving effect to any cure period thereunder or any Material Contract is terminated other than at scheduled maturity or with the prior written consent of the Majority Lenders, acting reasonably;
- (q) (i) any Obligor, or any director or officer of any Obligor, has breached, or is charged with breaching, any AML Legislation, any Anti-Corruption Laws or any Sanctions, or (ii) any employee or agent of any Obligor has breached, or is charged with breaching, any AML Legislation, any Anti-Corruption Laws or any Sanctions, unless either (A) such Obligor's relationship with such employee or agent is terminated within 30 days of acquiring actual knowledge of such breach or charge, or (B) such Obligor takes such other action to remedy such breach or charge as may be reasonably acceptable to the Administrative Agent within 10 days of acquiring actual knowledge of such breach or charge and thereafter continues to take such action as may be reasonably acceptable to the Administrative Agent in respect of the relevant breach;
- (r) the occurrence of a Material Adverse Effect;
- (s) a material default occurs and is continuing under the Warrant Certificates after giving effect to any cure period thereunder and such breach remains unremedied for a period of fifteen

(15) Business Days after the earlier of (i) written notice by the Administrative Agent or any Lender to the Borrower, and (ii) the Borrower becoming aware of such breach; or

- (t) the Borrower breaches Section 6.9.

8.2 Remedies Upon Default

- (a) Upon the occurrence of an Event of Default under Section 8.1(d) or Section 8.1(f), to the extent permitted by Applicable Law, the Obligations shall automatically and immediately become due and payable and, upon the occurrence of and during the continuance of any other Event of Default, the Administrative Agent as instructed by the Majority Lenders may, by notice given to the Borrower declare all Obligations to be immediately due and payable and, in either case:

- (i) the Administrative Agent, to the extent permitted by Applicable Law, may then:
 - (A) direct the Collateral Agent to realize upon all or any part of the Security; and
 - (B) take such actions and commence such proceedings (or direct the Collateral Agent to take such actions or commence such proceedings) as may be permitted at law or in equity (whether or not provided for herein or in the Security Documents) at such times and in such manner as the Administrative Agent, in its sole discretion, may consider expedient,

all without any additional notice, presentment, demand, protest, notice of protest, dishonour or any other action except as required by law. The rights and remedies of the Administrative Agent, the Lenders and the Collateral Agent hereunder are cumulative and are in addition to and not in substitution for any other rights or remedies provided by Applicable Law or by any of the other Loan Documents.

- (b) The Majority Lenders and the Administrative Agent agree that they shall not instruct the Collateral Agent to issue or deliver an Activation Notice (as defined in any Blocked Accounts Agreement (Canada) (or any analogous notice) unless an Event of Default has occurred and is continuing.

8.3 Set-Off

Upon the occurrence and during the continuance of an Event of Default, the Lenders may, without notice to the Borrower or to any other Obligor, combine, consolidate and merge all or any of the Borrower and Obligors' accounts with, and liabilities to, the Lenders and set off, any indebtedness and liability of the Lenders to the Borrower or any Obligor, matured or unmatured, against and on account of the Obligations when due.

8.4 Application of Proceeds

The proceeds received by the Administrative Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral pursuant to the exercise by the Collateral Agent of its remedies, and any other funds realized by Administrative Agent during the continuance of an Event of Default, shall be applied, subject to Applicable Law, in full or in part, together with any other

sums then held by the Administrative Agent pursuant to this Agreement, promptly by the Administrative Agent as follows:

- (a) first, to the payment of all reasonable costs and expenses, fees, commissions and taxes of such sale, collection or other realization including compensation to the Collateral Agent and its agents and counsel, and all expenses, liabilities and advances made or incurred by the Collateral Agent or the Administrative Agent in connection therewith and all amounts for which the Collateral Agent or the Administrative Agent is entitled to indemnification pursuant to the provisions of any Loan Document, together with interest on each such amount at the applicable rate (in the case of the Collateral Agent) or (in the case of the Administrative Agent) at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;
- (b) second, to the payment in full in cash of all amounts owing in respect of interest and fees under this Agreement;
- (c) third, to the payment in full in cash, pro rata, of the principal and other remaining obligations hereunder and all other Obligations, in each case equally and rateably in accordance with the respective amounts thereof then due and owing; and
- (d) fourth, the balance, if any, to the Person lawfully entitled thereto (including the Borrower or applicable Obligor) or as a final and non-appealable judgment of a court of competent jurisdiction may direct.

ARTICLE 9 ADMINISTRATIVE AGENT

9.1 Agency

- (a) **Appointment and Authority.** Each Lender hereby appoints Sprott Private Resource Streaming and Royalty (Collector) LP, acting by its general partner, Sprott Private Resource Streaming and Royalty Corp., as Administrative Agent to act on its behalf as Administrative Agent under this Agreement and under the other Loan Documents and authorizes the Administrative Agent in such capacity to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article 9 are solely for the benefit of the Lenders and neither the Borrower nor any Obligor shall have rights as a third party beneficiary of any of such provisions.
- (b) **Exculpatory Provisions.**
 - (i) The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent:
 - (A) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing;
 - (B) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure

to disclose, any information relating to any Obligor or any of its Affiliates that is communicated to or obtained by it or any of its Affiliates in any capacity.

- (ii) The Administrative Agent shall not be liable for any action taken or not taken by it in such capacity in the absence of its own gross negligence or wilful misconduct.
- (c) **Indemnification of the Administrative Agent.** Each Lender agrees to indemnify the Administrative Agent and hold it harmless (to the extent not reimbursed by the Borrower), ratably according to its Applicable Percentage (and not jointly or jointly and severally) from and against any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel, which may be incurred by or asserted against the Administrative Agent in its capacity as such in any way relating to or arising out of the Loan Documents or the transactions therein contemplated. However, no Lender shall be liable for any portion of such losses, claims, damages, liabilities and related expenses resulting from the Administrative Agent's gross negligence or wilful misconduct.
- (d) **Non Reliance on Administrative Agent.** Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any of its Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any of its Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.
- (e) **Collective Action of the Lenders.** Each of the Lenders hereby acknowledges that to the extent permitted by Applicable Law, any collateral security and the remedies provided under the Loan Documents to the Administrative Agent are for the benefit of the Lenders collectively and acting together and not severally and further acknowledges that its rights hereunder and under any collateral security are to be exercised not severally, but by the Administrative Agent upon the decision of the Majority Lenders (or such number or percentage of the Lenders as shall be expressly provided for in Section 10.2 of this Agreement). Accordingly, notwithstanding any of the provisions contained herein or in any collateral security, each of the Lenders hereby covenants and agrees that it shall not be entitled to take any action thereunder including, without limitation, any declaration of default, but that any such action shall be taken only by the Administrative Agent on the instruction of the Majority Lenders (or such number or percentage of the Lenders as shall be expressly provided for in Section 10.2 of this Agreement). Each of the Lenders hereby further covenants and agrees that upon any such written agreement being given, it shall cooperate fully with the Administrative Agent to the extent requested by the Administrative Agent.
- (f) **Replacement of Administrative Agent.** In the event that Sprott Private Resource Streaming and Royalty (Collector) LP ceases to hold at least 50% of the Principal Amount, the Majority Lenders may (and, if requested by the outgoing Administrative Agent, shall within thirty (30) days of such request) appoint a new administrative agent to be the Administrative Agent for the Lenders and this Agreement shall be amended or supplemented to provide for such appointment.

- (g) **Payments.** Except as otherwise expressly provided herein, all payments shall be made to the Administrative Agent for distribution to the Lenders according to the Applicable Percentage. If any Lender, by exercising any right of setoff or counterclaim or otherwise (including without limitation pursuant to Section 8.3 of this Agreement), obtains any payment or other reduction that might result in such Lender receiving payment or other reduction of a proportion of the aggregate amount of its Loan and accrued interest thereon or other Obligations greater than its Applicable Percentage thereof, then the Lender receiving such payment or other reduction shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loan and such other Obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders rateably in accordance with the Applicable Percentage owing to them, provided that the provisions of this Section shall not be construed to apply to (x) any payment made in respect of an obligation that is secured by a Permitted Encumbrance or that is otherwise entitled to priority over the Borrower's obligations under or in connection with the Loan Documents, (y) any payment to which such Lender is entitled as a result of any form of credit protection obtained by such Lender, or (z) any payment to which such Lender is entitled in its capacity as a party to any Key Transaction Agreement other than a Loan Document.

ARTICLE 10 GENERAL

10.1 Reliance and Non-Merger

All covenants, agreements, representations and warranties of the Borrower or any other Obligor made herein or in any other Loan Document or in any certificate or other document signed by any of its directors or officers and delivered by or on behalf of the Borrower or any Obligor pursuant hereto or thereto are material, shall be deemed to have been relied upon by the Administrative Agent and each Lender notwithstanding any investigation heretofore or hereafter made by the Administrative Agent, the Lenders or Lenders' counsel or any employee or other representative of any of them and shall survive the execution and delivery of this Agreement and the other Loan Documents until all Obligations owed to the Administrative Agent or the Lenders under this Agreement and the other Loan Documents shall have been satisfied and performed and the Lenders shall have no further obligation to make the Loan hereunder.

10.2 Amendment and Waiver

No amendment or waiver of any provision of this Agreement or any other Loan Document or consent to any departure by the Borrower or any Obligor from any provision hereof or thereof is effective unless it is in writing and signed by the Majority Lenders or the Administrative Agent upon the instructions of the Majority Lenders, and the relevant counterparty to such document, provided no such amendment, waiver or consent shall:

- (a) increase the amount of the Lenders' Commitments
- (b) extend the Maturity Date;
- (c) reduce the principal or amount of, or rate of interest on, directly or indirectly, the Loan outstanding or any fees;

- (d) postpone any date fixed for any payment of principal of, or interest on, the Loan or any fees;
- (e) change the percentage of the Commitments;
- (f) alter the manner in which payments are shared under the terms of this Agreement;
- (g) permit any termination of all or any substantial part of the Security Documents or release all or any substantial part of the Guarantees or the Collateral subject to the Security Documents (except as otherwise permitted under this Agreement);
- (h) release the Borrower or any Guarantor from any material obligations under the Security Documents and other instruments contemplated by this Agreement or any other Loan Documents (except as otherwise permitted under this Agreement);
- (i) reduce the priority of the Security;
- (j) reduce the priority of any payment obligation of the Borrower under this Agreement or any other Loan Document; or
- (k) amend the terms of this Section 10.2 or the definition of Majority Lenders or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder,

in each case without the prior written consent of each Lender. Such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. The Administrative Agent shall provide the other Lenders with copies of all amendments, waivers and consents provided by the Administrative Agent with respect to any provisions of this Agreement or any other Loan Document promptly upon the execution thereof.

10.3 Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by means of electronic communication or by hand-delivery as hereinafter provided. Any such notice, if sent by means of electronic communication, shall be deemed to have been received on the day of sending if a Business Day or, if not, on the following Business Day, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below if a Business Day or, if not, on the following Business Day. Notices of change of address shall also be governed by this Section. Notices and other communications shall be addressed as follows:

- (a) if to the Borrower or any Obligor:

NORTHERN GRAPHITE CORPORATION
1000 Innovation Drive, Suite 500
Ottawa, Ontario
K2K 3E7

Attention: Hugues Jacquemin
E-mail: hjacquemin@northerngraphite.com

if to the Administrative Agent:

SPROTT PRIVATE RESOURCE STREAMING AND ROYALTY (COLLECTOR) LP
200 Bay Street, Suite 2600
Toronto, Ontario
M5J 2J1

[REDACTED: PERSONAL INFORMATION]

or at such other address or email address as a party hereto from time to time directs in writing to the other parties hereto.

- (b) if to the Lenders, at the addresses noted on Schedule A or in any acknowledgement agreement executed pursuant to Section 10.5(e); and
- (c) Any notices and communications given in respect of this Agreement must be given in the English language, or if given in any other language, that notice or communication must be accompanied by an English translation of it, which must be certified as being a true and correct translation of the notice or communication.

10.4 Further Assurances

Whether before or after the happening of an Event of Default, the Borrower shall at its own expense do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, things, agreements, documents and instruments in connection with this Agreement and the other Loan Documents as the Administrative Agent may reasonably request from time to time for the purpose of giving effect to the terms of this Agreement and the other Loan Documents including, for the purpose of facilitating the enforcement of the Security, all promptly upon the request of the Administrative Agent.

10.5 Assignment

- (a) This Agreement and the other Loan Documents shall enure to the benefit of and be binding upon the parties hereto and thereto, their respective successors and any permitted assignee of some or all of the parties' rights or obligations under this Agreement and the other Loan Documents as permitted under this Section, for which purpose a Lender (the "**Existing Lender**") may assign, cede and delegate (a "**Transfer**") any of its rights and/or obligations under this Agreement and/or any other Loan Document to an Approved Lender (a "**New Lender**"). The Borrower consents to the splitting of claims which may arise as a result of a Transfer permitted by this Agreement.
- (b) The Borrower shall not assign all or any part of its rights, benefits or obligations under this Agreement or any of the other Loan Documents without the prior written consent of the Lenders.
- (c) A Lender shall not effect a Transfer unless (i) the Lender has, in each case, provided at least ten days' prior written notice of such Transfer to the Borrower and to the Administrative Agent, (ii) the Administrative Agent has provided its written consent to such Transfer, and (iii) any New Lender, by executing the relevant Transfer Certificate confirms, for the avoidance of doubt, that the Administrative Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on

which the Transfer becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender, provided that during the continuance of an Event of Default, provisions (i) and (ii) shall not be required to be met nor does the New Lender need to be an Approved Lender.

- (d) A Lender or the Collateral Agent may grant security interests, mortgages or other encumbrances in their interests in the Loan and/or the Security.
- (e) Any Transfer made hereunder shall become effective on the Transfer Date, subject to the Borrower having been notified thereof by the Administrative Agent and the Lenders, alternatively the Administrative Agent for and on behalf of the Lenders, having received (a) an acknowledgement from the New Lender to be bound by this Agreement and the other Loan Documents, in the form of a Transfer Certificate and (b) any documents required by local counsel and requested by the Administrative Agent to ensure the New Lender receives the benefit of the Security (including, as applicable, an agreement from the New Lender to become a party thereto). Any such New Lender shall be treated as a party to this Agreement for all purposes of this Agreement and the other Loan Documents and shall be entitled to the full benefit hereof and thereof and shall be subject to the obligations of the Lenders to the same extent as if it were an original party in respect of the rights assigned to it and obligations assumed by it as a result of the Transfer and the Existing Lender making such Transfer shall be released and discharged accordingly, and the Borrower shall perform its obligations and exercise its rights in relation to the assigned rights and obligations in favour of or against the New Lender, as the case may be.
- (f) The Lenders may provide to any permitted assignee or transferee such information, including confidential information, concerning this Agreement, the other Loan Documents and the financial position and the operations of the Borrower and the Obligors as, in the reasonable opinion of the Lenders, may be relevant or useful in connection with this Agreement, the other Loan Documents or any portion thereof proposed to be acquired by such assignee or transferee, provided that each recipient of such information agrees not to disclose such information to any other Person except as permitted pursuant to Section 10.11(e).
- (g) In connection with any assignment pursuant to this Section 10.5, the Borrower agrees to enter into such documents as may reasonably be required by a Lender to evidence such assignment.

10.6 Limitation of responsibility of Existing Lenders

10.6.1 Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

10.6.1.1 the legality, validity, effectiveness, adequacy or enforceability of the Loan Documents or any other documents;

10.6.1.2 the financial condition of the Borrower;

10.6.1.3 the performance and observance by the Borrower of its obligations under the Loan Documents or any other documents; or

10.6.1.4 the accuracy of any statements (whether written or oral) made in or in connection with any Loan Document or any other document,

and any representations or warranties implied by law are excluded.

10.6.2 Each New Lender confirms to the Existing Lender and the other Lenders that it:

10.6.2.1 has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of the Borrower and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender in connection with any Loan Document; and

10.6.2.2 will continue to make its own independent appraisal of the creditworthiness of the Borrower, and their respective related entities whilst any amount is or may be outstanding under the Loan Documents is in force.

10.6.3 Nothing in any Loan Document obliges an Existing Lender to:

10.6.3.1 accept a re-Transfer from a New Lender of any of the rights and obligations Transferred under this Article 10.5; or

10.6.3.2 support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by the Borrower of its obligations under the Loan Documents or otherwise.

10.7 Exposure transfers (including sub-participations)

Subject to Section 10.5(e), no Lender shall enter into any arrangement with another Person under which such Lender substantially transfers its exposure under this Agreement to that other Person, unless under such arrangement throughout the life of such arrangement:

- (a) the relationship between the Lender and that other Person is that of a debtor and creditor (including in the bankruptcy or similar event of the Lender or an Obligor);
- (b) the other Person will have no proprietary interest in the benefit of this Agreement or in any monies received by the Lender under or in relation to this Agreement; and
- (c) the other Person will under no circumstances (other than permitted transfers and assignments under Section 10.5(e)) (y) be subrogated to, or substituted in respect of, the Lender's claims under this Agreement; and (z) have otherwise any contractual relationship with, or rights against, the Borrower under or in relation to this Agreement.

10.8 Judgement Currency

- (a) If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due to the Lenders in any currency (the "**Original Currency**") into another currency (the "**Other Currency**"), the parties agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which, in accordance with normal banking procedures, such Lenders could purchase the Original Currency with the Other Currency

on the Business Day preceding the day on which final judgment is given or, if permitted by Applicable Law, on the day on which the judgment is paid or satisfied.

- (b) The obligations of the Borrower in respect of any sum due in the Original Currency from it to any Lender under any of the Loan Documents shall, notwithstanding any judgment in any Other Currency, be discharged only to the extent that on the Business Day following receipt by the Lenders of any sum adjudged to be so due in the Other Currency, the Lenders may, in accordance with normal banking procedures, purchase the Original Currency with such Other Currency. If the amount of the Original Currency so purchased is less than the sum originally due to the Lenders in the Original Currency, the Borrower agrees, as a separate obligation and notwithstanding the judgment, to indemnify the Lenders against any loss, and, if the amount of the Original Currency so purchased exceeds the sum originally due to the Lenders in the Original Currency, the Lenders shall remit such excess to the Borrower.

10.9 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, this Agreement shall be interpreted as if such provision had not been a part hereof so that the invalidity, illegality or unenforceability shall not affect the validity, legality, or enforceability of the remainder of this Agreement which shall be construed as if this Agreement had been executed without such provision. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated in this Agreement are fulfilled to the extent possible.

10.10 Entire Agreement

This Agreement and the other Loan Documents constitute the entire agreement between the parties pertaining to the subject matter described herein and therein. There are no warranties, conditions or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in this Agreement and the other Loan Documents. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact made either prior to, contemporaneously with, or after the entering into of this Agreement and the other Loan Documents, or any amendment or supplement thereto, by any party to this Agreement or any of the other Loan Documents or its directors, officers, partners, employees or agents, where applicable, to any other party to this Agreement or any of the other Loan Documents or its directors, officers, partners, employees or agents, where applicable, except to the extent that the same has been reduced to writing and included as a term of this Agreement or any of the other Loan Documents.

10.11 Confidentiality

The Borrower, the Obligors, the Administrative Agent and the Lenders each agree that it shall maintain as confidential and, without the prior written consent of the relevant party(ies), shall not disclose the terms of this Agreement and any non-public information concerning the other party or its business and operations, provided that a party may disclose such information:

- (a) where such information becomes publicly available or widely known by the public other than by a breach of this Agreement, or is known by the receiving party prior to the entry of this Agreement or obtained independently of this Agreement, and the disclosure of such information would not breach any other confidentiality obligations;

- (b) if required by Applicable Law (including Securities Law), or requested by any Governmental Body (including Securities Regulators) having jurisdiction over such party, it being understood that the Borrower shall be entitled to file a copy of this Agreement and any other Key Transaction Agreement on SEDAR;
- (c) to its Affiliates and those of its and its Affiliates' directors, officers, employees, advisors and representatives who need to have knowledge of such information;
- (d) in the case of a Lender and its Affiliates, to any limited partner or co-investor or prospective limited partner or co-investor in or with a private equity fund managed by the Lender or Affiliates of the Lender, to the extent such information is reasonably relevant to the current investment or future investment decision of any such limited partner or co-investor or prospective limited partner or co-investor, provided that such persons undertake in favour of the Borrower to maintain the confidentiality of it and are strictly limited in their use of the confidential information for the purpose of making an investment decision in or with respect to the Lender or Affiliates of the Lender;
- (e) to any Person to whom such party, in good faith, anticipates assigning an interest in this Agreement as contemplated by Section 10.5 and such Person's Affiliates and the representatives, consultants and advisers of such Person or its Affiliates who have a legitimate need to know such information; and
- (f) pursuant to the registration of the Namibian Security Documents.

In the case of disclosure pursuant to paragraphs (c), (d) or (e), the disclosing party shall be responsible to ensure that the recipient of such information does not disclose such information to the same extent as if it were bound by the same non-disclosure obligations of the disclosing party hereunder, and shall be liable to the disclosing party for any improper use or disclosure of such information by such recipient.

10.12 Press Releases and Public Disclosure

If the Borrower or any of its Subsidiaries is required by Applicable Law to file a copy of this Agreement on SEDAR (or otherwise publicly file a copy of this Agreement), the Borrower shall consult with the Administrative Agent with respect to any proposed redactions to this Agreement in compliance with Applicable Laws before it is filed on SEDAR (or otherwise). If the parties are unable to agree on such redactions, the Borrower shall redact this Agreement to the fullest extent permitted by Applicable Laws before filing it on SEDAR (or otherwise). The Borrower and its Subsidiaries shall consult with the Administrative Agent before issuing any news release or making any public announcement with respect to the transactions contemplated hereby, and, except as required by any Applicable Law, none of the parties shall issue any news release or make any such public announcement without the prior written consent of the other parties, which shall not be unreasonably withheld or delayed.

10.13 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to the conflict of laws rules.

10.14 Submission to Jurisdictions

Each of the parties irrevocably and unconditionally (a) submits to the nonexclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Agreement, (b) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts, and (c) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding. This Section 10.14 is for the benefit of the Administrative Agent, Collateral Agent and the Lenders only, who as a result, shall not be prevented from taking proceedings relating to a dispute in any other court with jurisdiction. To the extent allowed by law, the Administrative Agent, Collateral Agent and the Lenders may take concurrent proceedings in any number of jurisdictions.

10.15 Waivers and Consents under Original Credit Agreement

- (a) For greater certainty, the Lenders (i) waive any breach of Section 6.9(v) of the Original Credit Agreement, and (ii) consent to the breach of Section 6.9(v) of this Agreement, in each case relating to the Namibian Bank Accounts not being subject to a Namibian Deposit Account Control Agreement, which agreements have subsequently been entered into in form and substance satisfactory to the Lenders.
- (b) The Lenders waive the breach of Section 5.2 of the Original Credit Agreement resulting from the non-compliance by the Borrower in relation to the Italian Subsidiary with the terms of Section 5.2 of the Original Credit Agreement, provided that the applicable conditions set out in item 1 of Schedule 6.12 hereto are satisfied within the timeframe set out therein.
- (c) The Lenders waive any breach of Sections 6.1(i) and 6.1(f) of the Original Credit Agreement relating to the Corporate Credit Card Debt, the Corporate Credit Card Security, the Reclamation Secured Debt and the Reclamation Security, provided that the applicable conditions set out in item 2 of Schedule 6.12 hereto are satisfied within the timeframe set out therein.
- (d) The Lenders waive any breach of Section 8.1(p) of the Original Credit Agreement relating to the termination of the Okorusu Lease (as defined in the Original Credit Agreement) other than at scheduled maturity (with the Borrower having determined to move processing operations for the OK Project from Okorusu to Okanjande).
- (e) The waivers and consents in this Section 10.15 are effective only for the specific purposes described above, and will not be effective for any other purpose or circumstance, and do not alter, imply a future waiver of, or any departure from, the terms of this Agreement or other Loan Documents. The Administrative Agent and the Lenders reserve all other rights and remedies under the Original Credit Agreement, this Agreement and the other Loan Documents.

10.16 Confirmation

- (a) The Obligors hereby confirm to the Administrative Agent, Collateral Agent and the Lenders that, except as specifically stated herein, the Original Credit Agreement as amended by this Agreement shall continue in full force and effect in accordance with the provisions thereof, and in particular but without limitation:

- (i) The Security Documents and the Security granted thereunder continue in full force and effect in accordance with their terms notwithstanding this Agreement, and any waivers to the Original Credit Agreement or this Agreement effected hereby; and
 - (ii) The guaranteed or secured liabilities described in the Security Documents include indebtedness, liabilities and obligations arising under or in relation to this Agreement (including, for greater certainty, the Obligations), and the Security granted thereunder extend thereto.
- (b) All Obligations (as defined in the Original Credit Agreement) under the Original Credit Agreement and the other Loan Documents shall be continuing with only the terms thereof being modified as provided in this Agreement, and this Agreement shall not evidence or result in a novation of such Obligations.

10.17 Counterparts

This Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, DocuSign or other electronic transmission, or by sending a scanned copy (“pdf” or “tif”) by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

The words “execution,” “signed,” “signature,” and words of similar import in any Loan Document shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the *Personal Information Protection and Electronic Documents Act* (Canada) and other similar federal or provincial laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada or its Uniform Electronic Evidence Act, as the case may be.

[The remainder of this page intentionally left blank.]

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

**NORTHERN GRAPHITE
CORPORATION, as Borrower**

By: (signed) “*Hugues Jacquemin*”
Name: Hugues Jacquemin
Title: CEO

By: (signed) “*Guillaume Jacq*”
Name: Guillaume Jacq
Title: CFO

I/We have the authority to bind the Company

GRAPHITE NORDIQUE INC., as Guarantor

By: (signed) “*Hugues Jacquemin*”
Name: Hugues Jacquemin
Title: President

By: (signed) “*Guillaume Jacq*”
Name: Guillaume Jacq
Title: Treasurer

I/We have the authority to bind the Company

**NORTHERN GRAPHITE HOLDINGS
(NAMIBIA) (PROPRIETARY) LIMITED,**
as a Guarantor

By: (signed) "Kirsty Liddicoat"
Name: Kirsty Liddicoat
Title: Director

By: (signed) "Sam Januarie"
Name: Sam Januarie
Title: Director

I/We have the authority to bind the Company

**NORTHERN GRAPHITE PROCESSING
(NAMIBIA) (PROPRIETARY) LIMITED,**
as a Guarantor

By: (signed) "Kirsty Liddicoat"
Name: Kirsty Liddicoat
Title: Director

By: (signed) "Sam Januarie"
Name: Sam Januarie
Title: Director

I/We have the authority to bind the Company

**NORTHERN GRAPHITE OKANJANDE
MINING (PROPRIETARY) LIMITED,** as a
Guarantor

By: (signed) "Kirsty Liddicoat"
Name: Kirsty Liddicoat
Title: Director

By: (signed) "Sam Januarie"
Name: Sam Januarie
Title: Director

I/We have the authority to bind the Company

**SPROTT PRIVATE RESOURCE
STREAMING AND ROYALTY
(COLLECTOR) LP**, acting by its general
partner, **SPROTT RESOURCE
STREAMING AND ROYALTY CORP.**, as
Administrative Agent and Collateral Agent

By: (signed) "Michael Harrison"
Name: Michael Harrison
Title: Chief Executive Officer

**SPROTT PRIVATE RESOURCE
STREAMING AND ROYALTY
(COLLECTOR) LP** acting by its general
partner, **SPROTT RESOURCE
STREAMING AND ROYALTY CORP.**, as
Lender

By: (signed) "Michael Harrison"
Name: Michael Harrison
Title: Chief Executive Officer

Schedule A

Lender Commitments under the Facility

Lender	Facility
SPROTT PRIVATE RESOURCE STREAMING AND ROYALTY (COLLECTOR) LP c/o SPROTT RESOURCE STREAMING AND ROYALTY CORP. 200 Bay Street, Suite 2600 Toronto, Ontario M5J 2J1	\$12,000,000 Initial Facility and \$1,000,000 Additional Facility
Total	\$13,000,000

Schedule B

Form of Compliance Certificate

TO: Sprott Private Resource Streaming and Royalty (Collector) LP (the “**Administrative Agent**”)

RE: Amended and Restated Credit Agreement dated as of November 29, 2023 among Northern Graphite Corporation, as borrower (the “**Borrower**”), others as the guarantors party thereto, the lenders party thereto and the Administrative Agent (as it may be amended, supplemented or restated from time to time, the “**Credit Agreement**”).

I, _____, the [**Chief Executive Officer or Chief Financial Officer**] of the Borrower, hereby certify without personal liability on behalf of the Borrower as follows:

1. This Certificate is furnished pursuant to the Credit Agreement and initially capitalized terms used in this Compliance Certificate and not otherwise defined in this Compliance Certificate shall have the respective meanings given to such terms in the Credit Agreement.
2. We have read and are familiar with the Credit Agreement including, in particular, the definitions of the various financial terms used in the Credit Agreement, the representations and warranties, covenants and the Events of Default contained in the Credit Agreement.
3. We have made or caused to be made such examinations or investigations as are, in our opinion, necessary to furnish this Compliance Certificate and we have furnished this Compliance Certificate with the intent that it may be relied upon by the Lenders as a basis for determining compliance by the Borrower and the Obligors with the covenants and obligations under the Credit Agreement as of the date of this Compliance Certificate.
4. This Compliance Certificate is delivered for the Fiscal Quarter [**and Fiscal Year**] ended [■] (the “**Reporting Date**”).
5. The representations and warranties contained in the Credit Agreement are true and correct in all material respects on the date of this Compliance Certificate as if made on and as of the date of this Compliance Certificate, except such representations and warranties which are specified to be made as of a particular date, in which case such representations and warranties were true and correct as of such date.
6. The Borrower is in compliance with the financial covenants set forth in Section 6.5 of the Credit Agreement, and the calculations of such financial covenants as of the Reporting Date are set forth in Exhibit A to this Compliance Certificate.
7. Attached hereto is an updated version of [**NTD: LIST ALL UPDATED SCHEDULES**] reflecting any changes to such schedules from the versions appended to the Credit Agreement.
8. The Borrower and each Guarantor, since [**date of Credit Agreement or last Compliance Certificate whichever is most recent**] has duly observed and performed all of its covenants and other agreements and has satisfied every condition contained in the Loan Documents to be observed, performed or satisfied by it.

9. No Default or Event of Default has occurred and is continuing on the date of this Compliance Certificate, except _____.

DATED the _____ day of _____, 202__.

**NORTHERN GRAPHITE
CORPORATION**

By: _____
Name:
Title:

By: _____
Name:
Title:

We have the authority to bind the Corporation.

Exhibit A

Calculations of Financial Covenants

1. **Positive Working Capital.** As of the Reporting Date, the Borrower's Working Capital is \$_____.

2. **Minimum Cash Balance.** As of the Reporting Date, the Borrower has a cash balance of \$_____.

3. **Debt Service Coverage Ratio.** As of the Reporting Date, the Borrower has a Debt Service Coverage Ratio of _____.

[Insert calculations]

4. **Loan Life Coverage Ratio.** As of the Reporting Date, the Borrower has a Loan Life Coverage Ratio of _____.

[Insert calculations]

Schedule C

Form of Warrant Certificate

See attached.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THIS SECURITY BEFORE [•], 2022.

WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL [•], 2022.

THE WARRANTS EVIDENCED BY THIS CERTIFICATE ARE EXERCISABLE AT ANY TIME AND FROM TIME TO TIME UNTIL 5:00 P.M. (TORONTO TIME) ON [•], 2024 SUBJECT TO THE PROVISIONS HEREOF.

WARRANT CERTIFICATE TO PURCHASE COMMON SHARES

OF

NORTHERN GRAPHITE CORPORATION

(existing under the laws of Ontario)

Number - 2022-LW-[•]

Number of Warrants represented
by this certificate: [•]

THIS CERTIFIES that, for value received, [Insert name and address] (the "Holder"), is the registered holder of [•] common share purchase warrants (the "Warrants"), each of which entitles the Holder, subject to the terms and conditions set forth in this Warrant Certificate (the "Warrant Certificate"), to purchase from Northern Graphite Corporation (the "Corporation"), one common share in the capital of the Corporation (a "Common Share"), at any time and from time to time until 5:00 p.m. (Toronto time) (the "Time of Expiry") on [•], 2024 (the "Expiry Date") on payment of \$1.01 per Common Share (the "Exercise Price").

1. Exercise of Warrants

- (a) Election to Exercise. The rights evidenced by this Warrant Certificate may be exercised by the Holder in whole or in part and in accordance with the provisions hereof by delivery of an election to exercise ("**Election to Exercise**") in substantially the form attached hereto as Schedule "A", properly completed and executed, together with payment of the Exercise Price by bank draft or certified cheque or such other form as is acceptable to the Corporation, acting reasonably, payable to or to the order of the Corporation in the amount of the Exercise Price multiplied by the number of Common Shares specified in the Election to Exercise at the office of the Corporation, at Northern Graphite Corporation, [Administrative Office c/o 5601 Carrison Drive, Manotick, ON K4M 1K7] or such other address in Canada as the Holder may be notified of in writing by the Corporation. In the event that the rights evidenced by this Warrant Certificate are exercised in part, the Corporation shall, contemporaneously with the issuance of the Common Shares issuable on the exercise of the Warrants so exercised, issue to the Holder a Warrant Certificate on identical terms in respect of that number of Common Shares in respect of which the Holder has not exercised the rights evidenced by this Warrant Certificate.
- (b) Exercise. The Corporation shall, as promptly as practicable, and in no event later than three business days after it receives a duly executed Election to Exercise and funds equal to the aggregate Exercise Price for the number of Common Shares specified in the Election to Exercise (the "**Exercise Date**"), issue that number of Common Shares specified in the Election to Exercise, as fully paid and non-assessable shares. The Holder hereby acknowledges that the Warrants and the Common Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or the securities laws of any state of the United States, Canada, or any other jurisdiction, and that the Warrants may not be exercised by or on behalf of a person in the "United States" (as such term is defined in

Regulation S under the U.S. Securities Act) or a “U.S. person” (as such term is defined in Regulation S under the U.S. Securities Act) nor may the Common Shares be offered or sold in the United States.

- (c) Share Certificates. As promptly as practicable after the Exercise Date and, in any event, within three business days of receipt of the Election to Exercise, the Corporation shall issue and deliver (or cause to be issued and delivered) to the Holder, registered in such name or names as the Holder may direct, or if no such direction has been given, in the name of the Holder, or certificate or certificates for the number of Common Shares to which the Holder is entitled based on the number of Common Shares specified in the Election to Exercise. To the extent permitted by law, such exercise shall be deemed to have been effected as of the close of business on the Exercise Date, and at such time the rights of the Holder with respect to the number of Warrants which have been exercised as such shall cease automatically and with no further action required, and the person or persons in whose name or names any share certificate or certificates shall then be issuable upon such exercise shall be deemed to have become the holder or holders of record of the Common Shares represented thereby.
- (d) Fractional Common Shares. No fractional Common Shares shall be issued upon exercise of the Warrants, and in such case, the number of Common Shares issuable upon the exercise of any Warrants shall be rounded down to the nearest whole number.

2. **Anti-dilution**

- (a) Corporate Changes. Subject to section 4 hereof, if, on or prior to the Time of Expiry on the Expiry Date, the Corporation shall be a party to any reorganization, merger, amalgamation, dissolution or sale of all or substantially all of its assets, whether or not the Corporation is the surviving entity, the number of Common Shares issuable upon exercise of the Warrants evidenced by this Warrant Certificate shall be adjusted so as to apply to the securities to which the holder of that number of Common Shares subject to the unexercised Warrants would have been entitled by reason of such reorganization, merger, amalgamation, dissolution or sale of all or substantially all of its assets (the “**Event**”), and the Exercise Price shall be adjusted to be the amount determined by multiplying the Exercise Price in effect immediately prior to the Event by the number of Common Shares subject to the unexercised Warrants immediately prior to the Event, and dividing the product thereof by the number of securities to which the holder of that number of Common Shares subject to the unexercised Warrants would have been entitled to by reason of such Event.
- (b) Subdivision or Consolidation of Common Shares.
 - (i) If, on or prior to the Time of Expiry on the Expiry Date, the Corporation shall subdivide its outstanding Common Shares into a greater number of Common Shares or issue any Common Shares to the holders of all or substantially all of the outstanding Common Shares by way of a stock dividend (other than any stock dividends constituting dividends paid in the ordinary course), the Exercise Price in effect immediately prior to such subdivision or dividend shall be proportionately reduced, and conversely, in case the outstanding Common Shares shall be consolidated into a smaller number of Common Shares, the Exercise Price in effect immediately prior to such consolidation shall be proportionately increased (any such subdivision, dividend or consolidation being hereinafter referred to as a “**Capital Reorganization**”).
 - (ii) Upon each adjustment of the Exercise Price in paragraph 2(b)(i) above, the Holder shall thereafter be entitled to acquire upon exercise of the Warrants evidenced by this Warrant Certificate, at the Exercise Price resulting from such adjustment, that number of Common Shares (calculated to the nearest tenth of a Common Share) obtained by multiplying the Exercise Price in effect immediately prior to such adjustment by the number of Common

Shares which may be acquired hereunder immediately prior to such adjustment and dividing the product thereof by the Exercise Price resulting from such adjustment.

- (c) Change or Reclassification of Common Shares. If, on or prior to the Time of Expiry on the Expiry Date, the Corporation shall change or reclassify its outstanding Common Shares into a different class of securities, the rights to acquire Common Shares upon exercise of the Warrants evidenced by this Warrant Certificate shall be adjusted as follows so as to apply to the successor class of securities:
- (i) the number of the successor class of securities which the Holder shall be entitled to acquire shall be that number of the successor class of securities which a holder of that number of Common Shares subject to the unexercised Warrants immediately prior to the change or reclassification would have been entitled to by reason of such change or reclassification; and
 - (ii) the Exercise Price shall be determined by multiplying the Exercise Price in effect immediately prior to the change or reclassification by the number of Common Shares subject to the unexercised Warrants immediately prior to the change or reclassification, and dividing the product thereof by the number of Common Shares determined in paragraph 2(c)(i) hereof.
- (d) Offering to Shareholders. If, on or prior to the Time of Expiry on the Expiry Date, the Corporation shall fix a record date or if a date of entitlement to receive is otherwise established (any such date being hereinafter referred to in this paragraph 2(d) as the “**record date**”) for the issuance of rights, options or warrants to all or substantially all the holders of the outstanding Common Shares entitling them, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares or securities convertible into or exchangeable for Common Shares at a price per share or, as the case may be, having a conversion or exchange price per share less than 95% of the Fair Market Value (as hereinafter defined) on such record date (any such event being hereinafter referred to as a “**Rights Offering**”), the Exercise Price shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Exercise Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus a number equal to the number arrived at by dividing the aggregate subscription or purchase price of the total number of additional Common Shares offered for subscription or purchase or, as the case may be, the aggregate conversion or exchange price of the convertible or exchangeable securities so offered by such Fair Market Value, and the denominator of which shall be the total number of Common Shares outstanding on such record date plus the total number of additional Common Shares so offered (or, as the case may be, into which the convertible or exchangeable securities so offered are convertible or exchangeable). Common Shares owned by or held for the account of the Corporation or any subsidiary of the Corporation shall be deemed not to be outstanding for the purpose of any such computation; such adjustment shall be made successively whenever such a record date is fixed. To the extent that any rights or warrants are not so issued or any such rights or warrants are not exercised prior to the expiration thereof, the Exercise Price shall then be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed or to the Exercise Price which would then be in effect based upon the number of Common Shares or conversion or exchange rights contained in convertible or exchangeable securities actually issued upon the exercise of such rights or warrants, as the case may be.
- (e) Special Distribution. If, on or prior to the Time of Expiry on the Expiry Date, the Corporation shall fix a record date (any such date being hereinafter referred to in this paragraph 2(e) as the “**record date**”) for the distribution to all or substantially all the holders of the outstanding Common Shares of:

- (i) shares of any class, whether of the Corporation or any other corporation;
- (ii) rights, options or warrants;
- (iii) evidences of indebtedness; or
- (iv) other assets or property;

and if such distribution does not constitute (A) a Capital Reorganization, (B) a Rights Offering, or (C) a dividend paid in the ordinary course (any such non-excluded event being hereinafter referred to as a “**Special Distribution**”) the Exercise Price shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Exercise Price in effect on such record date by a fraction: (I) the numerator of which shall be the amount by which (1) the amount obtained by multiplying the number of Common Shares outstanding on such record date by the Fair Market Value on such record date, exceeds (2) the Fair Market Value to the holders of such shares of such Special Distribution; and (II) the denominator of which shall be the total number of Common Shares outstanding on such record date multiplied by such Fair Market Value. Any Common Shares owned by or held for the account of the Corporation or any subsidiary of the Corporation shall be deemed not to be outstanding for the purpose of any such computation. Such adjustment shall be made successively whenever such a record date is fixed. To the extent that such Special Distribution is not so made or any such rights, options or warrants are not exercised prior to the expiration thereof, the Exercise Price shall then be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued.

- (f) Carry Over of Adjustments. No adjustment of the Exercise Price shall be made if the amount of such adjustment shall be less than 1% of the Exercise Price in effect immediately prior to the event giving rise to the adjustment, provided, however, that in such case any adjustment that would otherwise be required then to be made shall be carried forward and shall be made at the time of and together with the next subsequent adjustment which, together with any adjustment so carried forward, shall amount to at least 1% of the Exercise Price.
- (g) Adjustment to Number of Common Shares. If any adjustment in the Exercise Price shall occur as a result of: (i) the fixing by the Corporation of a record date for an event referred to in paragraph 2(d); or (ii) the fixing by the Corporation of a record date for an event referred to in either of paragraph 2(e)(i) or paragraph 2(e)(ii), then the number of Common Shares issuable upon any subsequent exercise of a Warrant shall be simultaneously adjusted by multiplying the number of Common Shares issuable upon the exercise of a Warrant immediately prior to such adjustment by a fraction which shall be the reciprocal of the fraction employed in the adjustment of the Exercise Price. To the extent that any adjustment in subscription rights occurs pursuant to this paragraph 2(g) as a result of the fixing by the Corporation of a record date for the distribution of rights, options or warrants referred to in paragraph 2(e), the number of Common Shares issuable upon exercise of a Warrant shall be readjusted immediately after the expiration of any relevant exchange, conversion or exercise right to the number of Common Shares which would be issuable based upon the number of shares actually issued immediately after such expiration, and shall be further readjusted in such manner upon expiration of any further such right. To the extent that any adjustment in Common Shares occurs pursuant to this paragraph 2(g) as a result of the fixing by the Corporation of a record date for the distribution of exchangeable or convertible securities or rights, options or warrants referred to in paragraph 2(e), the number of Common Shares issuable upon exercise of the Warrant shall be readjusted immediately after the expiration of any relevant exchange, conversion or exercise right to the number which would be purchasable pursuant to this paragraph 2(g) if the Fair Market Value of such securities or such rights, options or warrants had been determined for purposes of the adjustment pursuant to this paragraph 2(g) on the basis of the number of shares issued immediately after such expiration.

- (h) Effective Date of Adjustment. Any adjustment to the number of Common Shares shall be effective as of the date thereof, whether or not the Warrants have been exercised.
- (i) Notice of Adjustment. Upon any adjustment of the number of Common Shares issuable upon exercise of the Warrants evidenced by this Warrant Certificate and upon any adjustment of the Exercise Price, then and in each such case the Corporation shall give written notice thereof to the Holder, which notice shall state the Exercise Price and the number of Common Shares or other securities issuable upon exercise of the Warrants evidenced by this Warrant Certificate resulting from such adjustment, and shall set forth in reasonable detail the method of calculation and the facts upon which such calculation is based.
- (j) Other Notices. If, prior to the Time of Expiry on the Expiry Date:
 - (i) the Corporation shall declare any dividend upon its shares payable in Common Shares;
 - (ii) the Corporation shall offer for subscription *pro rata* to the holders of its Common Shares any additional shares of any class or other rights, options or warrants;
 - (iii) there shall be any Capital Reorganization or reclassification of the capital stock of the Corporation, or amalgamation or merger of the Corporation with, or sale of all or substantially all of its assets to, another corporation; or
 - (iv) there shall be a voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, in any one or more of such cases, the Corporation shall give to the Holder (A) at least 10 days' prior written notice of the date on which a record date shall be taken for such dividend, distribution or subscription rights or for determining rights to vote in respect of any such Capital Reorganization, reclassification, merger, amalgamation, sale, dissolution, liquidation or winding-up and (B) in the case of any such Capital Reorganization, reclassification, merger, sale, dissolution, liquidation or winding-up, at least 10 days' prior written notice of the date when the same shall take place. Such notice in accordance with the foregoing clause (A) shall also specify, in the case of any such dividend, distribution or subscription rights, the date on which the holders of Common Shares shall be entitled thereto, and such notice in accordance with the foregoing clause (B) shall also specify the date on which the holders of Common Shares shall be entitled to exchange their shares for securities or other property deliverable upon such Capital Reorganization, reclassification, merger, amalgamation, sale, dissolution, liquidation or winding-up, as the case may be.

- (k) Common Shares to be Reserved. The Corporation will at all times keep available, and reserve if necessary, out of its authorized shares, solely for the purpose of issue upon the exercise of the Warrants, such number of Common Shares as shall then be issuable upon the exercise of the Warrants. The Corporation covenants and agrees that all Common Shares issuable upon exercise of Warrants will, upon issuance, be duly authorized and issued as fully paid and non-assessable Common Shares. The Corporation will take all such actions as may be necessary to ensure that all such Common Shares may be so issued without violation of any applicable requirements of any exchange upon which the Common Shares may be listed. The Corporation will take all such actions as are within its power to ensure that all such Common Shares may be so issued without violation of any applicable law.
- (l) Issue Tax. The issuance of certificates for Common Shares upon the exercise of Warrants shall be made without charge to the Holder, provided that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than that of the Holder.

- (m) Fair Market Value. For the purposes of any computation hereunder, the “**Fair Market Value**” at any date shall be the weighted average sale price per share for the Common Shares for the 20 consecutive trading days ending immediately before such date on the TSX Venture Exchange.
- (n) Material Events: If prior to the Expiry Date the Corporation takes any action affecting the Common Shares, other than in respect of an event provided for in this section 2, which would materially affect the rights of the Holder hereunder, the Exercise Price, the number of Common Shares or other securities which are to be received upon the exercise of the Warrants will be adjusted in such manner, if any, and at such time, as shall be determined by the board of directors of the Corporation.

3. Replacement

Upon receipt of evidence satisfactory to the Corporation of the loss, theft, destruction or mutilation of this Warrant Certificate and, if requested by the Corporation, upon delivery of a bond of indemnity satisfactory to the Corporation (or, in the case of mutilation, upon surrender of this Warrant Certificate), the Corporation will issue to the Holder a replacement certificate containing the same terms and conditions as this Warrant Certificate.

4. Expiry Date

The Warrants shall expire and all rights to purchase Common Shares hereunder shall cease and become null and void at the Time of Expiry on the Expiry Date.

5. Transfer of Warrants

The Holder acknowledges that the Warrants evidenced hereby are non-transferable under the policies of the TSX Venture Exchange (“**TSXV**”). Accordingly, the Warrants evidenced hereby may not be transferred by the Holder without the approval of the TSXV. In the event that TSXV approval is received for any transfer of the Warrants evidenced hereby, subject to compliance by the Holder with any applicable resale restrictions and any other applicable laws and regulatory requirements, the Corporation acknowledges and agrees that the Warrants evidenced hereby may be assigned or transferred by the Holder at the Holder's option. It is the sole responsibility of the Holder to ensure that all such restrictions, laws and regulatory requirements have been observed, including the policies of the TSXV and the terms and conditions of any approval received by the TSXV permitting the transfer of the Warrants. Upon any such permitted assignment or transfer, the Holder shall furnish the Corporation with this Warrant Certificate together with a warrant transfer form (“**Warrant Transfer Form**”) in substantially the form attached hereto as Schedule “B”, and such other documents and information regarding the transferee as the Corporation may reasonably require to register these Warrants in the name of the transferee and, upon satisfaction of such requirements, the Corporation shall execute and deliver a new Warrant certificate in the name of the transferee named in such Warrant Transfer Form for the number of unexercised Warrants and this Warrant Certificate shall be promptly cancelled.

6. Covenant

The Corporation hereby covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all and every such other act, deed and assurance as the Holder shall reasonably require for the better accomplishing and effectuating of the intentions and provisions of this Warrant Certificate.

7. Resale Restrictions, Legending of Certificates

Any Common Shares issued upon exercise of the Warrants evidenced by this Warrant Certificate will, if applicable, bear the following legend:

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THIS SECURITY BEFORE [↕], 2022.

WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL [↕], 2022.

8. Not a Shareholder

Nothing in this Warrant Certificate or in the holding of a Warrant evidenced hereby shall be construed as conferring upon the Holder any right or interest whatsoever as a shareholder of the Corporation.

9. Governing Law

The laws of the Province of Ontario and the federal laws of Canada applicable therein shall govern the Warrants. Any and all disputes arising under this Warrant Certificate, whether as to interpretation, performance or otherwise, shall be subject to the non-exclusive jurisdiction of the courts of the Province of Ontario and the Holder shall be deemed to have irrevocably attorned to the jurisdiction of the courts of such Province.

10. Successors

This Warrant Certificate shall enure to the benefit of and shall be binding upon the Holder and the Corporation and their respective successors. In the case of the consolidation, amalgamation, arrangement, merger or transfer of the undertaking or assets of the Corporation as an entirety or substantially as an entirety to or with another entity ("**successor entity**"), the successor entity resulting from such consolidation, amalgamation, arrangement, merger or transfer (if not the Corporation) shall expressly assume the due and punctual performance and observance of each and every covenant and condition of this Warrant Certificate to be performed and observed by the Corporation.

11. Notices

All notices or other communications to be given under this Warrant Certificate shall be delivered by hand or by electronic transmission and, if delivered by hand, shall be deemed to have been given on the delivery date and, if sent by electronic transmission, on the date of transmission if sent before 5:00 p.m. on a business day, excluding statutory holidays observed in the Province of Ontario, or, if such day is not a business day, on the first business day following the date of transmission.

Notices to the Corporation shall be addressed to:

Northern Graphite Corporation
[Administrative Office
c/o 5601 Carrison Drive
Manotick, ON K4M 1K7]
Office phone: **[(613) 692-7704]**

Attention: Gregory Bowes
Email: gbowes@northerngraphite.com

Notices to the Holder shall be addressed to the Holder at the address listed on the warrant register of the Corporation.

The Corporation or the Holder may change its address for service by notice in writing to the other of them specifying its new address for service under this Warrant Certificate.

[Signature Page Follows]

IN WITNESS WHEREOF the Corporation has caused this Warrant Certificate to be signed by its duly authorized officer or director.

DATED as of [•], 2022.

NORTHERN GRAPHITE CORPORATION

Per: _____
Authorized Signatory

SCHEDULE "A"

ELECTION TO EXERCISE

TO: Northern Graphite Corporation
**[Administrative Office
c/o 5601 Carrison Drive
Manotick, ON K4M 1K7
Office phone: (613) 692-7704]**

Capitalized terms used herein have the meanings ascribed thereto in the Warrant Certificate (the "Certificate") dated [♦], 2022, to which this schedule is attached.

The undersigned Holder hereby irrevocably elects to exercise the Warrants granted by the Corporation pursuant to the Certificate for the number of Common Shares (or other property or securities contemplated in the Certificate) as set forth below:

- (a) Number of Common Shares to be acquired _____
- (b) Exercise Price (per Common Share) \$ _____
- (c) Aggregate Exercise Price \$ _____

The Holder hereby tenders a certified cheque, bank draft or cash for such aggregate Exercise Price and directs the Common Shares to be registered and certificates therefor to be issued as directed below.

The undersigned hereby represents and warrants that the undersigned (i) at the time of exercise of the Warrants represented by this Certificate is not in the United States (as such term is defined in Regulation S under the United States Securities Act of 1933, as amended) and is not exercising the Warrants on behalf of a person in the United States (ii) is not a "U.S. person" (as such term is defined in Regulation S under the U.S. Securities Act) and is not exercising the Warrants represented by this Certificate on behalf of a U.S. person, and (iii) did not execute or deliver this Election to Exercise in the United States and (iv) is eligible to receive such Common Shares in accordance with all applicable securities and other laws.

Direction as to Registration

Name of Registered Holder: _____

Address of Registered Holder: _____

- PLEASE CHECK THIS BOX IF THE CERTIFICATES REPRESENTING THESE SECURITIES ARE TO BE DELIVERED AT THE OFFICE OF THE CORPORATION, FAILING WHICH THE CERTIFICATES WILL BE MAILED TO THE ADDRESS(ES) SET FORTH ABOVE.**

DATED this _____ day of _____, 20____.

Per: _____

Name: _____

Title: _____

SCHEDULE "B"

WARRANT TRANSFER FORM

TO: Northern Graphite Corporation
**[Administrative Office
c/o 5601 Carrison Drive
Manotick, ON K4M 1K7
Office phone: (613) 692-7704]**

Certificate of Transferor

The undersigned holder of the within Warrant Certificate hereby sells, assigns and transfers to _____ **[name of Transferee]**, _____ **[number of Warrants]** of Northern Graphite Corporation (the "**Corporation**") registered in the name of the undersigned on the records of the Corporation represented by the attached Warrant Certificate and irrevocably appoints _____, the attorney of the undersigned to transfer the said securities on the books or register with full power of substitution.

DATED this _____ day of _____, 20____.

Signature Guaranteed

Signature of Transferor

Certificate of Transferee

The undersigned certifies as follows (check only one):

- A [] The undersigned is not in the United States, is not acquiring the Warrants for the account or benefit of a person in the United States or a U.S. Person, was not offered the Warrants in the United States and was not in the United States when it agreed to acquire the Warrants; or
- B [] Submits herewith evidence that the transfer of Warrants to the undersigned does not require registration under the United States Securities Act of 1933, as amended, or any applicable securities laws, it being understood that such evidence must be satisfactory in form and substance to the Corporation.

DATED this _____ day of _____, 20____.

Signature of Transferee

INSTRUCTIONS:

1. Signature of the Holder must be the signature of the person whose name appears on the face of the Warrant Certificate.
2. If the Transfer Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the certificate must be accompanied by evidence of authority to sign satisfactory to the Corporation.

3. Warrants shall only be transferable in accordance with applicable laws and are subject to the terms and conditions contained in the certificate to which this Warrant Transfer Form is scheduled.
4. The signature of the Transferor on this Warrant Transfer Form must be guaranteed by a Canadian chartered bank, Canadian trust company, or a member of a recognized Medallion Guarantee program. The guarantor, in the case of a bank or trust company, must affix a stamp bearing the actual words: "**SIGNATURE GUARANTEED**".

Schedule D

Form of Transfer Certificate

ASSIGNMENT AND ASSUMPTION AGREEMENT

This assignment and assumption agreement (the “Assignment and Assumption”) is dated as of the Effective Date set out in Annex 1 hereto (the “Effective Date”) and is entered into by and between [■] (the “Assignor”) and [■] (the “Assignee”). Capitalized terms used but not defined herein shall have the respective meanings given to them in the Credit Agreement identified in Annex 1 (as amended, supplemented, restated or replaced from time to time, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Terms and Conditions set out in Annex 2 attached hereto (the “Terms and Conditions”) are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set out herein in full.

The Assignor has agreed to sell, cede, delegate and assign to the Assignee, and the Assignee has agreed to purchase and assume from the Assignor, [■]% of the Principal Amount of the Loan (which, for greater certainty, includes any Capitalized Interest) held by the Assignor, together with accrued and unpaid interest thereon to the Effective Date, each in the amounts as set out in Annex 1 hereto (the “Assigned Loan Amount”).

For good and valuable consideration, the Assignor hereby irrevocably sells, cedes, delegates and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Terms and Conditions and the Credit Agreement, as of the Effective Date, (a) the Assigned Loan Amount, (b) in respect of the Assigned Loan Amount, all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement, the Security Documents, the other Loan Documents and any other documents or instruments delivered pursuant thereto, and (c) in respect of the Assigned Loan Amount, and to the extent permitted to be assigned, ceded and delegated under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (a) and (b) above (the rights and obligations sold and assigned pursuant to clauses (a), (b) and (c) above being referred to herein collectively as the “Assigned Interest”). Such sale, cession, delegation and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor. The purchase price for the Assigned Interest shall be equal to the Assigned Loan Amount. The Assignee acknowledges that the Initial Loan was subject to an original issue discount of 2% pursuant to Section 2.8 of the Credit Agreement and that Assignee is nevertheless purchasing the Principal Amount of the Initial Loan for the full face value of the Principal Amount plus accrued and unpaid interest thereon.

[Remainder of Page Intentionally Left Blank]

The terms set forth in this Assignment and Assumption are hereby agreed to as of the Effective Date:

Assignor:

[■]

By:

Name:

Title:

Assignee:

[■]

By:

Name:

Title:

[Consented to and Accepted:]

SPROTT PRIVATE RESOURCE STREAMING AND
ROYALTY (COLLECTOR) LP, by its general partner,
SPROTT RESOURCE STREAMING AND ROYALTY
CORP.

By:

Name:

Title:

Annex 1

1. Assignor:
2. Assignee:
3. Principal Amount Transferred:
4. Accrued Interest to the Effective Date:
3. Borrower: Northern Graphite Corporation
4. Administrative Agent and Collateral Agent: Sprott Private Resource Streaming and Royalty (Collector) LP, as the administrative agent and collateral agent under the Amended and Restated Credit Agreement
5. Credit Agreement: Amended and Restated Credit Agreement dated as of April 29, 2022, among Northern Graphite Corporation, as borrower, the guarantors party thereto as guarantors, Sprott Private Resource Streaming and Royalty (Collector) LP, as lender, and Sprott Private Resource Streaming and Royalty (Collector) LP, as Administrative Agent and Collateral Agent.

Effective Date: , being the date when all conditions to the effectiveness of this Assignment and Assumption as set out in Section 5 of Annex 2 are satisfied.]

ANNEX 2

TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any Guarantor or any Affiliate of the Borrower or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of the Guarantors or Affiliates of the Borrower or any other Person of any of their respective obligations under any Loan Document.

2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, including, in particular and without limitation, as set out in clause (c) below, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) for the avoidance of doubt, the Administrative Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the Majority Lenders or Lenders in accordance with the Credit Agreement on or prior to Effective Date and that it is bound by that decision to the same extent as the Assignor would have been had it remained a Lender, and (v) it has received a copy of the Credit Agreement, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Assignor, the Administrative Agent, the Collateral Agent or any other Lender; (b) agrees that (i) it shall, independently and without reliance on the Administrative Agent, Collateral Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it shall perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender, and (c) represents and warrants that it is an Approved Lender as defined in the Credit Agreement.

3. Payments. The Assignor shall direct the Borrower to, from and after the Effective Date, make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee (pursuant to the wire information provided in Exhibit I hereto) whether such amounts have accrued prior to the Effective Date or accrued subsequent to the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments for the periods prior to the Effective Date or with respect to the making of this assignment directly between themselves. Each of the Assignor and the Assignee agree that it will hold in trust for the other party any interest, fees or other amounts which it may receive to which the other party is entitled pursuant to this clause, and pay to the other party any such amounts which it may receive promptly upon receipt.

4. General Provisions. This Assignment and Assumption shall be binding upon, and enure to the benefit of, the parties hereto and their respective successors and assigns in accordance with the Credit

Agreement. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption in electronic format (i.e. "pdf" or otherwise) or facsimile shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

5. [Conditions to Effectiveness. This Assignment and Assumption shall not be effective until each of the Borrower and the Administrative Agent has been given, or has waived, 10 days' prior notice of the assignment of the Assigned Loan to the Assignee, and the Administrative Agent has consented to the Assignment and Assumption by execution hereof].

Exhibit I

Assignee Notice and Wire Information

Notices to:

[■]

Wire transfer details:

Bank: [■]

Account Name: [■]

Account number: [■]

Schedule 4.1(a)

Organization and Powers

Nil.

Schedule 4.1(b)

Authorization; No Conflict

Nil.

Schedule 4.1(d)

Consents

Nil.

Schedule 4.1(e)

Corporate Structure; Subsidiaries

Subsidiary	Securities	Registered Holder
Graphite Nordique Inc.	3,000,100 common shares	Northern Graphite Corporation
Northern Graphite Holdings (Namibia) (Proprietary) Limited (formerly Imerys Gecko Holdings (Namibia) (Pty) Ltd.)	1,400 ordinary shares	Northern Graphite Corporation
Northern Graphite Okanjande Mining (Proprietary) Limited (formerly Imerys Gecko Okanjande Mining (Pty) Ltd.)	200 ordinary shares	Northern Graphite Holdings (Namibia) (Proprietary) Limited (formerly Imerys Gecko Holdings (Namibia) (Pty) Ltd.)
Northern Graphite Processing (Namibia) (Proprietary) Limited (formerly Imerys Gecko Graphite (Namibia) (Pty) Ltd.)	100 ordinary shares	Northern Graphite Holdings (Namibia) (Proprietary) Limited (formerly Imerys Gecko Holdings (Namibia) (Pty) Ltd.)
Northern Graphite Italy S.R.L.	Corporate capital in an amount of €10,000	Northern Graphite Corporation

Schedule 4.1(f)

Principal Place of Business and Other Locations

Obligor	Jurisdiction of Organization	Location of Corporate Records	Location of Tangible Assets	Principal Place of Business
Northern Graphite Corporation	Ontario	DLA Piper (Canada) LLP Suite 6000 1 First Canadian Place 100 King St. West Toronto, Ontario M5X 1E2	Bissett Creek Project Maria Township Renfrew County, Ontario	1000 Innovation Drive, Suite 500 Ottawa, Ontario K2K 3E7
Graphite Nordique Inc.	Ontario	DLA Piper (Canada) LLP Suite 6000 1 First Canadian Place 100 King St. West Toronto, Ontario M5X 1E2	Lac-des-Iles Project Lac-des-Iles, Quebec	585, chemin du Graphite Lac-des-Iles, Quebec J0W 1J0 (mine site) 3030 Blvd Le Carrefour, Suite 810 Laval, Quebec H7T 2P5 (Quebec regional office)
Northern Graphite Holdings (Namibia) (Proprietary) Limited (formerly Imerys Gecko Holdings (Namibia) (Pty) Ltd.)	Namibia	Protocol Secretarial Services (Pty) Ltd. 8 Sinclair Street P O Box 91000 Windhoek, Namibia	N/A (Holding Company)	c/o Protocol Secretarial Services (Pty) Ltd. 8 Sinclair Street P O Box 91000 Windhoek, Namibia
Northern Graphite Okanjande Mining (Proprietary) Limited (formerly Imerys Gecko Okanjande Mining (Pty) Ltd.)	Namibia	Protocol Secretarial Services (Pty) Ltd. 8 Sinclair Street P O Box 91000 Windhoek, Namibia	Okanjande Project Otjozondjupa Region Namibia	Okanjande Mine Farm Highlands 311 25km South of Otjiwarongo

Northern Graphite Processing (Namibia) (Proprietary) Limited (formerly Imerys Gecko Graphite (Namibia) (Pty) Ltd.)	Namibia	Protocol Secretarial Services (Pty) Ltd. 8 Sinclair Street P O Box 91000 Windhoek, Namibia	Okanjande Project Otjozondjupa Region Namibia	Okanjande Mine Farm Highlands 311 25km South of Otjiwarongo
Northern Graphite Italy S.R.L.	Italy	DLA Piper Via della Posta 7 Milan, Italy 20123	Via Novi 39 Serravalle Scrivia AL Italy 15069	Via Novi 39 Serravalle Scrivia AL Italy 15069

Schedule 4.1(i)

No Defaults

Nil.

Schedule 4.1(i)(i)

Material Contracts

LDI Project

[REDACTED: CONFIDENTIAL OR SENSITIVE COMMERCIAL INFORMATION]

3. Quebec Mining Lease No. 788 in respect of the LDI Project.
4. Agreement of use dated July 21, 1988 between Gerald Diotte, Yves Diotte and Benoit Diotte (the “**Diottes**”) and Stratmin Inc. (predecessor of Imerys Graphite & Carbon Canada Inc.), as assigned by an assignment agreement entered into by Stratmin Inc. and Stratmin Graphite Inc. (predecessor of Imerys Graphite & Carbon Canada Inc.), the Diottes and others, as amended by a first amending agreement dated January 31, 1991 between Stratmin Graphite Inc., and Ferme Gérannette Inc., 2536-1361 Quebec Inc. and the Diottes, as amended by a second amending agreement dated December 11, 2003 between Timcal Canada Inc. (predecessor of Imerys Graphite & Carbon Canada Inc.) and Ferme Gérannette Inc., 2536-1361 Quebec Inc. and the Diottes, and as amended by a third amending agreement dated May 14, 2021 between Timcal Canada Inc., Ferme Gérannette Inc., 2536-1361 Québec Inc. and the Diottes, as assigned by Imerys Graphite & Carbon Canada Inc. to Graphite Nordique Inc. pursuant to the Assignment and Assumption Agreement (collectively, the “**Use Agreement**”).
5. Accessory Agreement dated February 28, 1989 between the Diottes and Stratmin Inc., as amended by an amending agreement dated December 11, 2003 between Timcal Canada Inc. (predecessor of Imerys Graphite & Carbon Canada Inc.) and Ferme Gérannette Inc., 2536-1361 Quebec Inc. and the Diottes, as assigned by Imerys Graphite & Carbon Canada Inc. to Graphite Nordique Inc. pursuant to the Assignment and Assumption Agreement (collectively, the “**Accessory Agreement**”).
6. Servitude dated March 6, 1989 between Yves Diotte and Benoit Diotte and Stratmin Inc., as amended by an amending agreement dated December 11, 2003 between Timcal Canada Inc. (predecessor of Imerys Graphite & Carbon Canada Inc.) and Ferme Gérannette Inc., 2536-1361 Quebec Inc. and the Diottes, as assigned by Imerys Graphite & Carbon Canada Inc. to Graphite Nordique Inc. pursuant to the Assignment and Assumption Agreement (collectively, the “**Servitude**”).

OK Project

1. Namibian Mining Licence No. 196 in respect of the OK Project.
2. Namibia Exclusive Prospecting Licence No. 4717 in respect of the OK Project.

[REDACTED: CONFIDENTIAL OR SENSITIVE COMMERCIAL INFORMATION]

Schedule 4.1(i)(iii)

Project Agreements

LDI Project

1. Quebec Mining Lease No. 788 in respect of the LDI Project.
2. The Use Agreement.
3. The Accessory Agreement.
4. The Servitude.

[REDACTED: CONFIDENTIAL OR SENSITIVE COMMERCIAL INFORMATION]

OK Project

1. Namibian Mining Licence No. 196 in respect of the OK Project.
2. Namibia Exclusive Prospecting Licence No. 4717 in respect of the OK Project.

[REDACTED: CONFIDENTIAL OR SENSITIVE COMMERCIAL INFORMATION]

Schedule 4.1(j)

Title to Real Property

LDI Project

1. Quebec Mining Lease No. 788 in respect of the LDI Project (an area of approximately 652.6 ha).
2. The Use Agreement.
3. The Accessory Agreement.
4. The Servitude.

See attached project description.

OK Project

1. Namibian Mining Licence No. 196 in respect of the OK Project (an area of approximately 903.4 ha).
2. Namibia Exclusive Prospecting Licence No. 4717 in respect of the OK Project (an area of approximately 46,670 ha).

See attached project description.

Other Projects

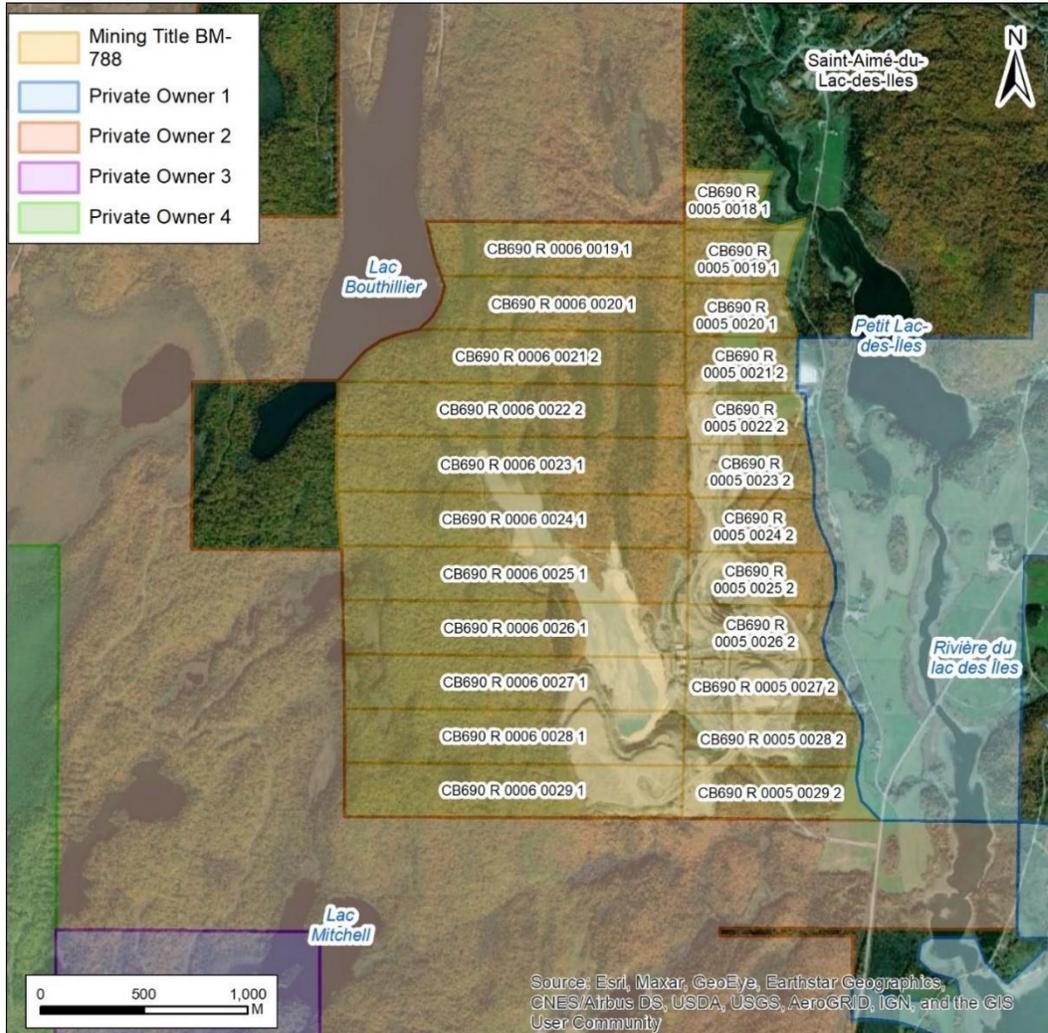
1. 100% interest in the Mousseau West Graphite Property, Quebec, consisting of 12 mining claims having title numbers 2278444, 2278445, 2278446, 2278447, 2278448, 2278449, 2278450, 2278451, 2278453, 2278454, 2278455 and 2320828.

DESCRIPTION OF THE LDI PROJECT

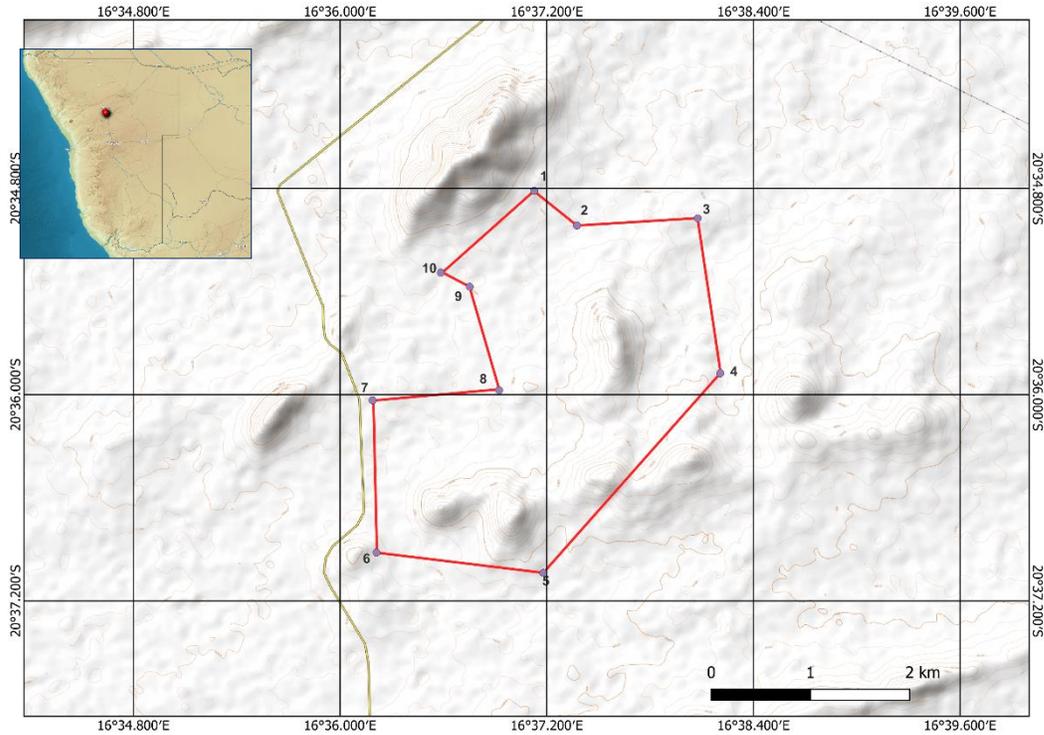
Laurentides Region of the Antoine-Labelle Regional County Municipality, Quebec, Canada

Mining Lease BM-788, approximately 652.6 ha in area and

covering 23 contiguous smaller claims (listed on the map below) as part of NTS sheet 31J05



DESCRIPTION OF THE OK PROJECT
Otjozondjupa Region, Republic of Namibia
Mining License 196



Mining License 196 Corner Co-ordinates

Order	Lat Deg	Lat Min	Lat Sec		Long Deg	Long Min	Long Sec	
1	-20	34	48.8	S	16	37	7.6	E
2	-20	35	0.93	S	16	37	22.51	E
3	-20	34	58.41	S	16	38	4.56	E
4	-20	35	52.48	S	16	38	12.43	E
5	-20	37	2.17	S	16	37	10.77	E
6	-20	36	55.08	S	16	36	12.69	E
7	-20	36	1.94	S	16	36	11.32	E
8	-20	35	58.42	S	16	36	55.39	E
9	-20	35	22.27	S	16	36	45.16	E
10	-20	35	17.41	S	16	36	35.09	E

Schedule 4.1(k)

Other Collateral

Nil.

Schedule 4.1(l)

Project Real Property

Nil.

Schedule 4.1(1)(iii)

Project Real Property - Interests

LDI Project

1. Quebec Mining Lease No. 788 in respect of the LDI Project.
2. The Use Agreement.
3. The Accessory Agreement.

OK Project

1. Namibian Mining Licence No. 196 in respect of the OK Project.
2. Namibia Exclusive Prospecting Licence No. 4717 in respect of the OK Project.

[REDACTED: CONFIDENTIAL OR SENSITIVE COMMERCIAL INFORMATION]

Schedule 4.1(m)

Maintenance of Project Property

[REDACTED: SENSITIVE COMMERCIAL INFORMATION]

Schedule 4.1(p)

Material Project Authorizations

LDI Project

[REDACTED: SENSITIVE COMMERCIAL INFORMATION]

OK Project

[REDACTED: SENSITIVE COMMERCIAL INFORMATION]

Schedule 4.1(q)

Bank Accounts and Securities Accounts

[REDACTED: ACCOUNT INFORMATION]

Schedule 4.1(r)

Applicable Laws; Conduct of Operations

[REDACTED: SENSITIVE COMMERCIAL INFORMATION]

Schedule 4.1(u)

Environmental Compliance

Nil.

Schedule 4.1(v)

Community Matters

Nil.

Schedule 4.1(w)

Employee and Labour Matters

1. The operations of the LDI Project are subject to a collective bargaining agreement. The current collective agreement governing the operations of the LDI Project is the collective agreement between the Syndicat des travailleuses et travailleurs de Timcal Canada Inc. effective November 1, 2021 and expiring on October 31, 2025.
2. There is a pending case with 61 former employees of Imerys Gecko Holdings (Namibia) (Pty) Ltd. alleging that the company unlawfully deducted from the employees' salaries amount that the company deemed to have overpaid for past work. The total amount at stake is approximately NAD203,000 according to the company's estimate. **[REDACTED: SENSITIVE COMMERCIAL INFORMATION]**

Schedule 4.1(z)(ii)

Tax Returns

1. Imerys Gecko Holdings (Namibia) (Pty) Ltd., Imerys Gecko Okanjande Mining (Pty) Ltd. and Imerys Gecko Graphite (Namibia) (Pty) Ltd. were delinquent in filing Tax Returns, as detailed in a letter sent from Herbert and Liebisch Incorporated to the Receiver of Revenue (Large Taxpayer Office), dated June 18, 2020. The tax return filings have since been completed and tax clearance certificates issued for each of these companies in April 2022 (April 26, 2022, April 21, 2022 and April 21, 2022 respectively).

Schedule 4.1(z)(v)

Audits

Nil.

Schedule 4.1(cc)(ii)

Off-Balance Sheet Transaction

Nil.

Schedule 4.1(ee)

Related Party Transactions

Subordinated Intercompany Debt owed by OK Project Owner to the Borrower.

Schedule 4.1(ff)

Liabilities

Increase in the amount of Subordinated Intercompany Debt owed by OK Project Owner to the Borrower since the date of the OK Project Financial Statements.

Schedule 4.1(gg)

Litigation

Nil.

Schedule 4.1(kk)(iii)

Public Disclosure Documents

1. Amended NI 43-101 technical report filed on November 7, 2012 amending the NI 43-101 technical report filed on August 24, 2012.
2. Amended interim financial statements for the three and six months ended June 30, 2012 and 2011 filed on September 4, 2012 amending the interim financial statements for the three and six months ended June 30, 2012 and 2011 filed on August 23, 2012.
3. Amended NI 43-101 technical report filed on August 16, 2023 amending the NI 43-101 technical report filed on August 24, 2022.

Schedule 6.12

Post-Closing Obligations

	Description	Time Period
1.	Delivery to the Administrative Agent of an executed copy of the Deed of Accession to Guarantee by the Italian Subsidiary in favour of the Administrative Agent and the Lenders (the “ Deed of Accession to Guarantee ”), and the Deed of Pledge over Quota by the Borrower in respect of the quotas in the Italian Subsidiary in favour of the Administrative Agent and the Lenders (the “ Italian Share Pledge ”), in each case executed by all parties thereto, in form and substance satisfactory to the Administrative Agent and the Lenders’ counsel, acting reasonably (and any related registrations, filings or notices to perfect or preserve the security interests under the Italian Share Pledge), together with a customary legal opinion addressed to the Administrative Agent, Collateral Agent and the Lenders, in form and substance satisfactory to the Administrative Agent and the Lenders’ counsel, acting reasonably, from Italian counsel to the Italian Subsidiary with respect to the Italian Share Pledge and the Deed of Accession to Guarantee.	30 days of the Closing Date
2.	Delivery to the Administrative Agent of an amendment to the applicable Blocked Accounts Agreement (Canada) addressing the exclusion from such Blocked Accounts Agreement (Canada) of the Corporate Credit Card Security, executed by all parties thereto, in form and substance satisfactory to the Administrative Agent, acting reasonably.	30 days of the Closing Date
3.	Delivery to the Administrative Agent of a certificate of status, compliance, good standing or like certificate with respect to the OK Mining Subsidiary and the OK Processing Subsidiary issued by the appropriate government official in the jurisdiction of its incorporation	10 days of the Closing Date
4.	Delivery to the Administrative Agent of a customary legal opinion addressed to the Administrative Agent, Collateral Agent and the Lenders, in form and substance satisfactory to the Administrative Agent and the Lenders’ counsel, acting reasonably, from Namibia counsel to the Namibian Obligors with respect to, as applicable, this Agreement and the transactions contemplated hereunder, and the continued legality, validity and enforceability of the Security created pursuant to the Namibian Security Documents.	10 days of the Closing Date
5.	Delivery to the Administrative Agent of any foreign exchange control approval from the Bank of Namibia in accordance with the exchange control regulations, 1961 issued under the Currency and Exchanges Act, 9 of 1933, to the extent that any such approval is required to in connection with the Additional Loan and the execution of this Agreement.	30 days of the Closing Date