

APN #:

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EUREKA COUNTY, NV

2023-251214

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\$317.80 Pgs=117

10/19/2023 12:09 PM

PARSONS BEHLE & LATIMER

KATHERINE J. BOWLING, CLERK RECORDER

Recording Requested By:

Parsons Behle & Latimer

Mail Tax Statements To:

North Peak Gold LLC

c/o North Peak Resources Ltd.,

82 Richmond Street East, Suite 200,

Toronto, Ontario, M5C 1P1

When Recorded Return To:

Parsons Behle & Latimer

Attn: Rew R. Goodenow

50 West Liberty St, Suite 750

Reno, Nevada 89501

The undersigned affirm that this document does not contain the Personal Information, as defined by NRS 603A.040, of any person.

GRANT, BARGAIN AND SALE DEED

(Patented and Unpatented Mining Claims; with Reservation of Royalty)

This Grant, Bargain and Sale Deed ("Deed") is made and effective this 17th day of August, 2023, between SOLARLJOS, LLC, a Nevada limited liability company ("Grantor") (having its mailing address at 7825 Campers Village Avenue, Las Vegas, Nevada 89178), and NORTH PEAK GOLD LLC, a Nevada limited liability corporation ("Grantee") (having its mailing address at 50 W. Liberty Street, Suite 750, Reno, Nevada 89501).

WHEREAS, Grantor is a party to that certain Agreement to Form Venture, dated May 2, 2023, as amended, as more particularly described in Exhibit 1 attached hereto and incorporated herein by reference (the "Agreement");

WHEREAS, in accordance with the Agreement, Grantee is entitled to receive from Grantor a conveyance of all of Grantor's interest in certain patented and unpatented mining claims situated in Eureka County, Nevada, as more particularly described in Exhibit 2 attached hereto and incorporated herein by reference (the "Claims"), subject to the rights of Grantor as set forth in the Agreement; and

WHEREAS, in accordance with the Agreement, Grantee has agreed to grant Grantor royalties pursuant to that certain NSR Royalty Agreement and Grant of Royalty, dated August

17, 2023 as more particularly described in Exhibit 3 attached hereto and incorporated herein by reference (the "Royalty Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

Conveyance of Claims. Grantor hereby agrees to grant, bargain, sell and convey unto Grantee, and to its successors and assigns forever, all of Grantor's interest in the Claims (subject to the limitations in Exhibit 2), together with all of the lodes, ledges, veins and mineral-bearing rock, both known and unknown, intralimital and extralateral lying within or extending beyond the boundaries thereof, and all dips, spurs and angles, and all the ores, mineral bearing-quartz, rock and earth or other mineral deposits therein or thereon, and together with any and all (a) dumps, tailings and stockpiles located thereon, (b) improvements, fixtures, buildings, structures and facilities contained thereon, (c) rights and appurtenances pertaining thereto, including any easements, rights-of-way, servitudes, mineral rights and water rights (excepting therefrom the vested water right attaching to the Napa patented mining claim (MS 320)), and (d) tenements, hereditaments and privileges thereunto belonging and appertaining.

Warranties. This conveyance is made subject to all of the representations, warranties and covenants that are set forth in the Agreement.

Reservation of Royalty. Grantor reserves and Grantee agrees to pay the one percent (1%) of the Gold Net Smelter Returns (as defined in the Royalty Agreement) and one percent (1%) of the Other Minerals Net Smelter Returns (as defined in the Royalty Agreement), in accordance with the provisions of the Royalty Agreement.

Binding Effect. Subject to the provisions of the Agreement, this Deed shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

Counterparts. This Deed may be executed in counterparts, all of which taken together shall constitute a single and complete instrument.

Amendments. No amendment, alteration or variation of this Deed or any of its terms or provisions (including those pertaining to the Royalty Agreement) shall be binding upon the parties unless made in writing and signed by a duly authorized representative of each of the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed on the dates indicated in the acknowledgements below, but effective as of the date first set forth above. By execution of this Deed, the undersigned each individually represents that he or she is duly authorized to execute and deliver this Deed and that the subject party shall be bound by the signatory's execution of this Deed:

Grantor:

SOLARLJOS, LLC, a Nevada Limited Liability Company

By: _____

Name: ~~B~~ B Erickson,

Title: President NetGenesis, INC,
Managing Member Solarljios, LLC

Date: October 12, 2023

Grantee:

NORTH PEAK GOLD LLC, a Nevada Limited Liability Company

By: _____

Name: Gordon Chmilar

Title: Director of North Peak (Nevada)
Ltd., Manager and Operator of North
Peak Gold LLC

Date:

STATE OF NEVADA)

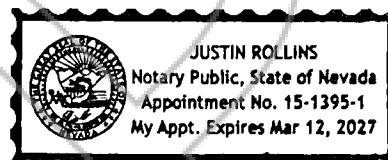
) ss.

COUNTY OF CLARK)

This instrument was acknowledged before me on the 12th day of OCTOBER, 2023, by Ty B. Erickson, as President of NetGenesis, Inc., Managing Member of Solarljos, LLC, a Nevada limited liability company.



Notary Public



IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed on the dates indicated in the acknowledgements below, but effective as of the date first set forth above. By execution of this Deed, the undersigned each individually represents that he or she is duly authorized to execute and deliver this Deed and that the subject party shall be bound by the signatory's execution of this Deed:

Grantor:

SOLARLJOS, LLC, a Nevada Limited Liability Company

By: _____
Name: Ty B Erickson,
Title: President NetGenesis, INC,
Managing Member Solarljios, LLC
Date:

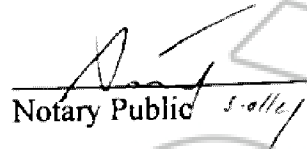
Grantee:

NORTH PEAK GOLD LLC, a Nevada Limited Liability Company

By: _____
Name: Gordon Chmilar
Title: Director of North Peak (Nevada)
Ltd., Manager and Operator of North
Peak Gold LLC
Date: OCT. 17, 2023

PROVINCE OF ALBERTA)
) ss.
COUNTRY OF CANADA)

This instrument was acknowledged before me on the 17th day of October, 2023, by Gordon Chmilar, as the Treasurer, Secretary and Director of North Peak (Nevada) Ltd., Manager and Operator of North Peak Gold, LLC, a Nevada limited liability company.



Notary Public



EXHIBIT 1
Agreement to Form Venture

[Next Page]

COPY

AGREEMENT TO FORM VENTURE

THIS AGREEMENT made effective as of the 2nd day of May, 2023.

AMONG:

NORTH PEAK RESOURCES LTD., a corporation incorporated under the laws of Alberta, Canada having an office at 82 Richmond Street East, Suite 200, Toronto, Ontario M5C 1P1 ("**NPR**")

AND:

NORTH PEAK (NEVADA) LTD., a corporation incorporated under the laws of Nevada ("**NPR Nevada**")

AND:

SOLARLJOS, LLC, a limited liability company incorporated under the laws of Nevada whose mailing address is 7825 Campers Village Avenue, Las Vegas, Nevada 89178 ("**Solarljós**" or the "**Erickson Member**")

AND:

GULLSIL, LLC, a limited liability company incorporated under the laws of Nevada whose mailing address is 7825 Campers Village Avenue, Las Vegas, Nevada 89178 ("**Gullsíl**", and collectively with Solarljós, the "**PM Entities**")

AND:

EACH PERSON IDENTIFIED AS A MEMBER OF SOLARLJOS IN SCHEDULE 1, PART A (each, a "**Solarljós Member**" and, collectively, the "**Solarljós Members**")

AND:

EACH PERSON IDENTIFIED AS A MEMBER OF GULLSIL IN SCHEDULE 1, PART B (each, a "**Gullsíl Member**" and, collectively, the "**Gullsíl Members**")

INTRODUCTION

- A. The PM Entities are the legal and beneficial owners of the Properties.
- B. The Parties wish to form the LLC for the purpose of holding and the exploration of the Properties, where NPR Nevada will initially have an 80% Interest and the Erickson Member will have a 20% Interest.
- C. The Properties will be contributed to the LLC as set forth in this Agreement.
- D. NPR will be required to issue Common Shares to the Erickson Member, make Cash Payments, incur minimum Exploration Expenditures, issue Warrants and perform certain other obligations in order to maintain its 80% Interest and will have the right, if it so decides, to acquire the remaining 20% Interest held by the Erickson Member.

IN CONSIDERATION OF, among other things, the mutual promises contained in this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise expressly requires, capitalized words and phrases used in this Agreement, the Schedules hereto and in all notices and communications to be made pursuant to this Agreement will have the meanings set out in Part A of **Schedule 2** hereto, unless otherwise defined elsewhere in this Agreement.

1.2 Interpretation

Unless the context otherwise expressly requires, this Agreement will be interpreted in accordance with Part B of **Schedule 2**, unless otherwise set forth elsewhere in this Agreement.

1.3 Governing Law

- (a) This Agreement is solely governed by the law in force in the state of Nevada and the federal laws of the United States applicable therein (but without giving effect to any conflict of law rules) and without reference to the laws of any other jurisdiction.
- (b) Subject to **Article 14**, each Party:
 - (i) irrevocably and unconditionally submits to and accepts the exclusive jurisdiction of the Judicial District Court of the State of Nevada with carriage of matters arising in the County of Eureka, Nevada at the time such matter is first filed with such court, and any court that may hear appeals from any of those courts, for any proceeding in connection with this Agreement, subject to the right to enforce a judgment obtained in any of those courts in any other jurisdiction; and
 - (ii) irrevocably waives any objection to the venue of any legal process commenced in the Judicial District Court of the State of Nevada which has carriage of matters arising in the County of Eureka, Nevada at the time such matter is first filed with such court on any basis including that the process has been brought in an inconvenient forum.

1.4 Schedules

The following schedules are attached to and incorporated in this Agreement:

- (a) Schedule 1 – Solarljos Members and Gullsil Members;
- (b) Schedule 2 – Definitions and Interpretation;
- (c) Schedule 3 – PM Assets;
- (d) Schedule 4 – Form of LLC Operating Agreement;
- (e) Schedule 5 – Representation and Warranty Disclosure; and
- (f) Schedule 6 – Form of 1% NSR Agreement.

ARTICLE 2 TRANSFER OF PROPERTY AND FORMATION OF LLC

2.1 Transaction and Formation of LLC

- (a) Subject to the terms of this Agreement, the Parties hereby agree to cause the formation of a new Nevada LLC (the “**LLC**”), and in connection therewith:
 - (i) all of the outstanding membership interests of Gullsil will be transferred to the LLC, resulting in Gullsil becoming a subsidiary of the LLC (**section 2.1(c)(iv)**); and

- (ii) the Mineral Rights, Other Rights and Other Assets set forth in **Schedule 3** will be transferred out of Solarljøs and into a newly formed Nevada limited liability company (the "**Claims LLC**"), and all of the outstanding membership interests of Claims LLC will thereafter be transferred to the LLC, resulting in Claims LLC becoming a subsidiary of the LLC (**section 2.1(c)(v)**).
- (b) Subject to the terms of this Agreement and the LLC Operating Agreement, NPR Nevada will hold an 80% Interest in the LLC, and amongst the obligations set forth, and in accordance with, **Article 3**:
 - (i) NPR shall issue, or NPR Nevada shall transfer, at the discretion of Solarljøs, 5,000,000 Common Shares to the Erickson Member in accordance with **section 3.3(a)(i)**;
 - (ii) NPR Nevada will incur the Exploration Expenditures (minimum Exploration Expenditures only referenced in **section 3.3(a)(ii)**);
 - (iii) NPR or NPR Nevada shall make the Cash Payments to the Erickson Member (or its designee) in accordance with **section 3.3(a)(iii)**;
 - (iv) NPR will issue the Warrants to the Erickson Member (or its designees) in accordance with **section 3.3(a)(iv)**;
 - (v) the 1% NSR Agreement is to be executed (**section 3.3(b)(i)**);
 - (vi) the Erickson Member will be entitled to nominate one (1) member of the Board of Directors of NPR, the first of which will be Ty Erickson (**section 3.3(b)(ii)**); and
 - (vii) a consulting agreement between NPR and Ari Erickson with a term of three (3) years commencing on the date hereof.
- (c) Within 60 days of the Start Date:
 - (i) the Claims LLC shall be formed to the satisfaction of NPR and the Erickson Member, acting reasonably, and subject to regulatory delays;
 - (ii) Solarljøs and the Solarljøs Members, as applicable, shall execute and deliver recordable conveyances, deeds and/or assignments in forms mutually agreed to by NPR and the Erickson Member, that transfer the Mineral Rights, Other Rights and Other Assets set forth in **Schedule 3** to the Claims LLC;
 - (iii) NPR and the Erickson Member shall cause the formation of the LLC, and NPR Nevada and the Erickson Member shall execute and deliver a limited liability company operating agreement to govern the LLC in the form of **Schedule 4** (the "**LLC Operating Agreement**");
 - (iv) the necessary agreements and assignments (to the satisfaction of NPR, acting reasonably) shall be executed and delivered by Gullsil and the Gullsil Members to cause the transfer of Gullsil to and into the name of the LLC such that Gullsil will be a subsidiary of the LLC;
 - (v) the necessary agreements and assignments (to the satisfaction of NPR, acting reasonably) shall be executed and delivered by Claims LLC and the members of the Claims LLC to cause the transfer of all of the outstanding membership interests of Claims LLC to and into the name of the LLC such that the Claims LLC will be a subsidiary of the LLC; and
 - (vi) the PM Exploration Data shall also be contributed to and for the benefit of the LLC.
- (d) Upon the formation of the LLC and subject to the terms and conditions of this Agreement, the respective Interests will be as follows:
 - (i) NPR Nevada will have an 80% Interest (the "**Acquired Interest**"); and

- (ii) the Erickson Member will have a 20% Interest.
- (e) As soon as practicable after the Effective Date and the Start Date, the PM Entities, the Solarjos Members, the Gullsil Members and NPR Nevada shall take all actions, make all necessary filings and execute or cause to be executed all agreements and documents necessary or reasonably required to give effect to the actions and transfers referred to in **section 2.1(c)** above.
- (f) NPR agrees to use commercially reasonable efforts to obtain, within 60 days of the Effective Date, the approval of the TSXV in connection with the transactions contemplated in this Agreement.
- (g) NPR shall keep the PM Entities and the Erickson Member fully informed with respect to, and provide copies of, any communications between the TSXV and NPR in connection with obtaining approval from the TSXV for the transactions contemplated, and the PM Entities agree to provide all information and documentation in its possession or reasonably required by the TSXV from the PM Entities, the Solarjos Members, Gullsil Members and/or the Erickson Member (including, without limitation, Personal Information Forms required by the TSXV), in relation to NPR seeking TSXV approval as set forth in **section 2.1(f)** above.
- (h) As applicable, NPR, the PM Entities, the Erickson Member and NPR Nevada agree to use commercially reasonable efforts to obtain, within 90 days following the Effective Date, the approval of applicable Governmental Authorities to the actions and transfers referred to in **section 2.1(c)**.
- (i) Until the Formation Date, the PM Entities, the Solarjos Members and the Gullsil Members shall hold and deal with the Properties for the benefit of the Erickson Entity, NPR and NPR Nevada only in accordance with this Agreement, the LLC Operating Agreement and any written agreement between all of the parties hereto. Until the Formation Date, the PM Entities, the Solarjos Members and the Gullsil Members shall be responsible for all costs and expenses to keep the Properties in good standing and free and clear of all Encumbrances other than Permitted Encumbrances. The PM Entities, the Solarjos Members and the Gullsil Members may not take any action or fail to take any action that would reasonably be expected to frustrate or impair the performance by it of this Agreement and the LLC Operating Agreement or the benefits expected to accrue to NPR and NPR Nevada under this Agreement.
- (j) All costs, expenses, Taxes, charges and fees associated with the actions and transfers referred to in **section 2.1(c)**, including any applicable registration fees and land transfer tax, will be paid by the LLC, NPR and/or NPR Nevada.

ARTICLE 3 INTERESTS

3.1 Interest of NPR Nevada

To maintain its Acquired Interest, NPR and NPR Nevada shall comply with the requirements set out in **section 3.3(a)**, subject to any adjustment of time periods set out in **section 3.5**.

3.2 Interest of the Erickson Member

Notwithstanding any other provision of this Agreement, the Erickson Member will not be required to contribute any funds, assume any liabilities, provide any indemnities or guarantees or make any commitments to or for the benefit of the LLC or Operations on account of its 20% Interest, beyond the contributions expressly stated in this Agreement.

3.3 Share Issuances, Funding Requirements and Other Obligations

- (a) To maintain its Acquired Interest, NPR Nevada shall be required to:

- (i) deliver or cause NPR to issue and deliver, 5,000,000 common shares in the capital of NPR ("**Common Shares**") (subject to **section 3.6**) to the Erickson Member (or otherwise directed by the Erickson Member) on or before the Formation Date;
- (ii) make Program approved Expenditures on the Properties within the annual time periods and which exceed the stated minimum amounts specified in the following table (the "**Exploration Expenditures**"):

Date / Period	Minimum Exploration Expenditures
By the first anniversary of the Formation Date	\$1,000,000
After the first anniversary of the Formation Date and prior to or on the second anniversary of the Formation Date	\$1,000,000
After the second anniversary of the Formation Date and prior to or on the third anniversary of the Formation Date	\$1,000,000
Total	\$3,000,000

- (iii) make cash payments to the Erickson Member (or as directed by the Erickson Member) in the amount and within the time periods specified in the following table (the "**Cash Payments**"):

Date / Period	Cash Payments
On the Formation Date	\$385,000
On the first anniversary of the Formation Date	\$385,000
On the second anniversary of the Formation Date	\$385,000
Total	\$1,155,000

- (iv) deliver or cause NPR to issue and deliver, 340,000 common share purchase warrants of NPR (the "**Warrants**") to those persons as directed by the Erickson Member (and who represent in writing to the satisfaction of NPR that they are eligible to be issued such Warrants in accordance with applicable securities laws) on the Formation Date, which Warrants are to have a five year term and be priced as of the trading price of the Common Shares on the Formation Date (or as otherwise required by the TSXV); and
- (v) grant to the Erickson Member pre-emptive rights such that if any shares or other securities of NPR, rights, warrants or other instruments to purchase shares, or securities convertible into or exchangeable directly or indirectly for shares (including any newly created class or series) (collectively referred to in this Section as "**Additional Securities**"), are to be issued, NPR shall first offer such Additional Securities to the Erickson Member by notice given to it, of NPR's intention to issue Additional Securities and the number and purchase price of such Additional Securities to be so issued. The Erickson Member may purchase the number of the Additional Securities so offered that the Erickson Member so decides. The Erickson Member shall have forty-five (45) days from the date such notice is given to give a notice to NPR of its intention to purchase all or any of the Additional Securities to which it is entitled and shall indicate in such notice the maximum number of Additional Securities that the Erickson Member is willing to purchase. If no such notice is given by the Erickson Member within such forty-five (45) day period, the Erickson Member shall be deemed to have rejected the offer to purchase such Additional Securities.

- (b) The Parties also agree to complete the following on the Formation Date:
- (i) each of the LLC and Solarljós shall enter into and execute the 1% NSR Agreement; and
 - (ii) subject to the approval of the TSXV and NPR shareholders, if applicable, the Erickson Member will be entitled to nominate one (1) member of the Board of Directors the first of which will be Ty Erickson and this nominee shall be appointed to the Board of Directors of NPR and be nominated as a Director in each year preceding the expiry of his then current term as a Director until such time as the Erickson Member holds less than 500,000 Common Shares, subject to adjust pursuant to **section 3.6**.

3.4 Right to Acquire

- (a) Subject to this Agreement and in accordance with the LLC Operating Agreement, the Erickson Member hereby grants to NPR and NPR Nevada, as applicable, for the duration of this Agreement, the sole, exclusive and irrevocable right (the “**Right**”) for NPR or NPR Nevada, as applicable, but not the obligation, to acquire the 20% Interest held by the Erickson Member. The Right will be exercisable by NPR or NPR Nevada, as applicable, issuing and delivering 3,000,000 Common Shares (subject to **section 3.6**) to the Erickson Member (or otherwise directed by the Erickson Member) on or before the Acquisition Deadline Date.
- (b) The Parties acknowledge and agree that in the event the Right is exercised by NPR or NPR Nevada, as applicable, in accordance with **section 3.4(a)**,
 - (i) NPR (through itself or NPR Nevada, as applicable) will be the sole Member and hold 100% of the Interests (including, without limitation, any other interest) in the LLC (and its subsidiaries, which shall include Gullsil and the Claims LLC) and thereby hold indirectly an undivided 100% legal and beneficial interest in and to the Properties; and
 - (ii) the transfer of the 20% Interest from the Erickson Member to NPR or NPR Nevada will be completed in accordance with the LLC Operating Agreement, as applicable.
- (c) The Parties acknowledge and agree that should the issuance of Common Shares pursuant to **section 3.4(a)** result in the Erickson Member holding at least 20% of the outstanding Common Shares upon such issuance, that issuance to the Erickson Member may be subject to prior approval of the shareholders of NPR and the TSXV.
- (d) The Parties acknowledge that in the event the Right is not exercised by NPR or NPR Nevada, as applicable, in accordance with **section 3.4(a)** by the Acquisition Deadline Date, **section 10.2** shall apply.

3.5 Time Periods

If any Permit or Other Right including land access or Permits required by Environmental Laws, or indigenous and/or community consultation process, is required to perform any Operations such that without it NPR Nevada is prevented, delayed or hindered from carrying out Operations during the periods set out in **section 3.3(a)(ii)**, then the period for completing the Exploration Expenditures will be suspended until the date such Permit, Other Right or process is obtained or duly completed, and NPR Nevada will be entitled to an additional period equal to such period of suspension to complete its obligations in respect of the Exploration Expenditures, limited under this **section 3.5** to a maximum period of 12 months for each such event, but this **section 3.5** will not apply unless NPR Nevada uses its commercially reasonable efforts to obtain or complete such Permit, Other Right or consultation process as soon as is reasonably practicable after discovering such Permit, Other Right or consultation process is required to perform any Operations and NPR Nevada has provided prompt written notice to the Erickson Member providing particulars of the intervening event.

3.6 Adjustments

Any Common Shares issued pursuant to **sections 3.3(a)(i) and 3.4(a)** or returned pursuant to **section 10.2(a)(ii)** will be subject to the following adjustments:

- (a) in the event of a subdivision, consolidation or reclassification of outstanding Common Shares or other capital adjustment, the number of Common Shares issuable under this Agreement shall be increased or reduced proportionately and such other adjustments shall be made as may be deemed necessary or equitable by the Board of Directors of NPR, provided that any such action shall not adversely impact the Erickson Entity's interests under this Agreement, acting reasonably and such adjustment shall be binding and final;
- (b) if NPR amalgamates, consolidates or combines with or merges with or into another body corporate, whether by way of amalgamation, statutory arrangement or otherwise (the right to do so being hereby expressly reserved), any Common Shares receivable under this Agreement shall be converted into the securities, property or cash which the Erickson Member would have received upon such amalgamation, consolidation, combination or merger if the Erickson Member had received Common Shares immediately prior to the effective date of such amalgamation, consolidation, combination or merger; and
- (c) in the event of any other change affecting the Common Shares, such adjustment, if any, shall be made as may be deemed necessary or equitable by the Board of Directors of NPR, provided that any such action shall not adversely impact the Erickson Entity's interests under this Agreement, acting reasonably to properly reflect such event and such adjustment will be binding and final.

ARTICLE 4 ADDITIONAL AGREEMENTS

4.1 Additional Agreements

- (a) The Parties agree that the Current Bond will be assumed by and be the responsibility of NPR or NPR Nevada. In the event that the Acquired Interest is returned to the Erickson Member pursuant to **sections 9.1 or 9.2**, the Erickson Member will reassume the Current Bond amount and NPR and/or NPR Nevada shall indemnify the Erickson Member and be responsible for any increased costs of the Current Bond, as amended, due to the LLC, NPR or NPR Nevada's operations, actions or inaction since the date hereof.
- (b) The Erickson Member shall be permitted to receive certain non-financially material amounts of production from the Properties, which can be described as small amounts of doré produced and mineral specimens from the Properties for personal use by the Erickson Member.
- (c) The Parties hereto agree that Solarljós (or its members, shareholders or assignees, as applicable) shall have a right to access and place to beneficial use the Solarljós Water Rights associated with the Napa patented claim currently held by Solarljós and identified on Schedule 3.
- (d) The Parties agree to use commercially reasonable efforts to negotiate any access by NPR Nevada to any water supply and water rights held by Solarljós or the Erickson Member or their Affiliates which are reasonably necessary to support the Operations, which access shall be on terms and rates that are commercially reasonable for the area in which the Properties reside.

ARTICLE 5 EXPENDITURE STATEMENTS

5.1 Expenditure Statement and Audit

- (a) Within 90 days following the expiry of a Year in which NPR Nevada funds Exploration Expenditures related to fulfilling the requirements of **section 3.3(a)(ii)**, NPR Nevada shall provide the Erickson Member with an itemized statement of Exploration Expenditures incurred during that Year. The itemized statement of Exploration Expenditures incurred in any period will be conclusive evidence

of the making of the Exploration Expenditures recorded in the statement, unless within 30 days after delivery of that statement, the Erickson Member delivers to NPR Nevada a written and detailed objection to the statement. If the Erickson Member delivers such an objection, then they will be entitled to cause a firm of chartered professional accountants that is independent of NPR Nevada and its Affiliates and of the Erickson Member and their Affiliates that is mutually agreeable to NPR and the Erickson Member (the **"Independent Accountant"**) to audit the Exploration Expenditures recorded in the statement of Exploration Expenditures that is the subject of the objection. If NPR and the Erickson Member are not able to mutually agree on the Independent Accountant within 30 days, each of NPR's and the Erickson Member's accountant shall select a third auditor to be the Independent Accountant. At the conclusion of that audit:

- (i) if the auditor determines that NPR Nevada met its Expenditure obligation for the Year in question, then the reasonable costs of the audit will be borne by the Erickson Member; or
- (ii) if the auditor determines that NPR Nevada did not meet its Expenditure obligation for the Year in question, then the reasonable costs of the audit will be borne by NPR Nevada,

and, in all events and whatever the misstatement, the actual Exploration Expenditures so determined will constitute Exploration Expenditures for the purposes of the relevant Year.

- (b) Notwithstanding anything in this Agreement to the contrary, the auditor's determination of Exploration Expenditures will be final and determinative of the amounts stated in the statement in question, and will not be or constitute a Dispute subject to **Article 11**. For greater certainty, the costs of any such audit will not constitute Exploration Expenditures under this Agreement.

5.2 Insufficient Expenditure

If, in any Year, NPR Nevada fails to fund the full amount of Exploration Expenditures for such Year, or if it is determined by the Independent Accountant under **section 5.1** that NPR Nevada has failed to fund the full amount of Exploration Expenditures for that Year required by this Agreement, then NPR Nevada will nevertheless be deemed to have satisfied the required Exploration Expenditures so long as, within 45 days after the later of the date of delivery of the itemized statement under **section 5.1(a)** reflecting such deficiency or the Independent Accountant's determination, as applicable, the Erickson Member receives an amount (which shall be deemed to be an Expenditure) which is equal to the difference between the actual Expenditure funded by NPR Nevada in that Year as reflected in the itemized statement provided by NPR Nevada under **section 5.1(a)** or determined by the Independent Accountant, as applicable, and the amount of Expenditure that under this Agreement ought to have been funded by NPR Nevada in that Year.

ARTICLE 6 FRAMEWORK FOR OPERATIONS

6.1 Operations

Upon the Formation Date and in accordance with the LLC Operating Agreement, NPR, NPR Nevada and the Erickson Member will collaborate for the purpose of carrying out all such acts where necessary or appropriate to enable NPR Nevada to act as the Operator of the LLC (the **"Operator"**).

ARTICLE 7 EXPLORATION WORK PROGRAMS

7.1 Operations Pursuant to Exploration Work Programs

Operations shall be conducted, Exploration Expenditures shall be incurred, and Assets shall be acquired only pursuant to exploration work programs approved in writing and in accordance with the LLC Operating Agreement.

ARTICLE 8 ASSIGNMENT

8.1 General

- (a) NPR and NPR Nevada may assign or Transfer any or all of NPR's rights or obligations, other than those arising pursuant to **sections 3.3(a)(i)** and (iv) and **section 3.3(b)(ii)**, under this Agreement and the LLC at any time to any Affiliate of NPR or NPR Nevada, as applicable; provided that no such assignment or Transfer shall release NPR and NPR Nevada from liability for the performance of any assigned or Transferred obligations. Subject to the foregoing, none of the Parties may assign or otherwise deal with its rights or obligations under this Agreement to a third party without the prior written consent of the other Parties.
- (b) Except as otherwise expressly provided for herein or the LLC Operating Agreement, none of the Parties may assign, Transfer or otherwise deal with its Interests or rights or obligations in the Properties under this Agreement to a third party without the prior written consent of the other Parties.

ARTICLE 9 REVERSION / RETURN OF INTEREST

9.1 Reversion Right

If NPR Nevada fails to comply with the requirements set out in **section 3.3**, subject to any time period adjustments set forth in **section 3.5**, to maintain its Acquired Interest, then the Erickson Member may deliver written notice to NPR Nevada notifying NPR Nevada of such failure to comply. Upon receipt of such written notice, NPR Nevada shall have 30 Business Days to remedy or cure such failure to comply. If NPR Nevada does not remedy or cure such failure to company within the 30 Business Day period then NPR Nevada shall forfeit its entire Acquired Interest and shall thereafter cooperate with the Erickson Member and take all necessary action to transfer the Acquired Interest to the Erickson Member (or its assignee) at no cost or liability to the Erickson Member, and this Agreement shall terminate and the provisions of **sections 10.2(a) and (b)** shall apply (including, without limitation, the transfer of the 5,000,000 Common Shares by the Erickson Member to NPR as set forth therein). In the event of a transfer pursuant of the Acquired Interest to the Erickson Member (or its assignee) pursuant to this section, prior to such transfer, NPR Nevada will ensure that all outstanding obligations and liabilities incurred by NPR or NPR Nevada with respect to the Properties and the LLC in accordance with the Operations and Programs undertaken and approved in accordance with the LLC Operating Agreement are satisfied, other than those that exist prior to the date hereof.

9.2 Return Right

If NPR and NPR Nevada determine, in their sole discretion, that it is infeasible to build a profitable mine on the Properties and therefore NPR Nevada no longer wishes to continue as a Member, NPR Nevada (or NPR on NPR Nevada's behalf) shall promptly deliver a written notice to the Erickson Member indicating NPR Nevada no longer wishes to continue as a Member and is thus surrendering its entire Acquired Interest (the "**Return Right Notice**"). From and after the date of delivery of the Return Right Notice to the Erickson Member, NPR and NPR Nevada shall cooperate with the Erickson Member and take all necessary action to transfer the Acquired Interest to the Erickson Member (or its assignee), and this Agreement shall terminate and the provisions of **sections 10.2(a) and (b)** shall apply (including, without limitation, the transfer of the 5,000,000 Common Shares by the Erickson Member to NPR as set forth therein). For greater certainty, the Exploration Expenditures and Cash Payments set out in **section 3.3(a)** are only required to be made until the Return Right Notice is delivered to the Erickson Member, and NPR Nevada and NPR shall not otherwise be required at any time to make, or continue making, any such Exploration Expenditures and Cash Payments. In the event of a transfer of its entire Acquire Interest to the Erickson Member (or its assignee) pursuant to this section, prior to such transfer, NPR Nevada will ensure that all outstanding obligations and liabilities incurred by NPR or NPR Nevada with respect to the Properties and the LLC in accordance with the Operations and Programs undertaken and approved in accordance with the LLC Operating Agreement are satisfied, other than those that exist prior to the date hereof.

ARTICLE 10 TERMINATION AND CONSEQUENCES

10.1 Termination

- (a) This Agreement will terminate automatically if the Acquired Interest held by NPR Nevada is forfeited in accordance with **section 9.1**.
- (b) NPR or NPR Nevada may terminate this Agreement in accordance with **section 9.2** by delivering written notice to that effect to the Erickson Member in accordance with **section 9.2**.
- (c) The Erickson Member may terminate this Agreement if NPR or NPR Nevada (including NPR Nevada in its capacity as Operator) commits a material breach of any material provision of this Agreement or the LLC Operating Agreement and:
 - (i) the breach is incapable of remedy; or
 - (ii) the breach is capable of remedy and:
 - (A) the Erickson Member has given written notice to NPR specifying the breach and requesting that it be remedied; and
 - (B) NPR or NPR Nevada, as the case may be, has failed to remedy that breach within 30 days of receiving that notice.
- (d) Any Party may terminate this Agreement if the Formation Date does not occur within 180 days after the Effective Date, provided that a Party that is in breach of its covenants and obligations under this Agreement may not terminate this Agreement if its breach contributed to the Formation Date not so occurring.
- (e) The Erickson Member may terminate this Agreement if:
 - (i) NPR or NPR Nevada makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver for all or substantially all of its property, or files a petition in bankruptcy or is adjudicated bankrupt or insolvent; or
 - (ii) a court order is entered without NPR's or NPR Nevada's consent:
 - (A) appointing a receiver or trustee for all or substantially all of its property; or
 - (B) approving a petition in bankruptcy or for a reorganization pursuant to the applicable bankruptcy legislation or for any other judicial modification or alteration of the rights of creditors.
- (f) If the Right is exercised in accordance with **section 3.4**, this Agreement will terminate automatically once the transfer of the 20% Interest held by the Erickson Member has been effected to NPR (or NPR Nevada, as applicable) and NPR (or NPR Nevada, as applicable) is recorded as holding an undivided 100% legal and beneficial Interest (and by extension, in and to the Properties).

10.2 Consequences of Termination

- (a) Upon termination of this Agreement in accordance with **sections 10.1(a), (b), (c), (d) or (e)**:
 - (i) the Parties shall take the necessary action to promptly transfer the Acquired Interest to the Erickson Member;

- (ii) 5,000,000 Common Shares shall be transferred by the Erickson Member to NPR within 30 days of such termination of this Agreement;
 - (iii) as applicable, all Mineral Rights acquired by NPR Nevada or NPR, as applicable, in curing title defects and in acquiring and maintaining surface and other ancillary rights during Operations, and located within two (2) miles of the outer boundaries of the Properties, shall be transferred to the LLC;
 - (iv) Ty Erickson (or other representative of the Erickson Member on the Board of Directors of NPR) shall resign as a director of NPR;
 - (v) NPR Nevada shall remain liable to the LLC for any remediation, abatement, cleanup, restoration, mitigation or reclamation of the Properties to the standard required in accordance with Applicable Law in response to work undertaken by the Operator during the term of this Agreement and shall be responsible for any increase in applicable bond requirements;
 - (vi) NPR and NPR Nevada shall hold in confidence, for a period of ten years from the date of termination of the Agreement, all information and data in respect of the LLC and the Properties which it acquired pursuant to this Agreement and the LLC Operating Agreement; and
 - (vii) NPR Nevada shall maintain any increased bond and related security or financial assurance issued in connection with the Operations, until such bond, security or financial assurance can be released in accordance therewith and Applicable Law and in the event the Properties are return to the Erickson Member, such increased bond amounts shall remain in place for the benefit of the Erickson Member.
- (b) Subject to **section 16.15**, if this Agreement is terminated in accordance with its terms, then each Party will be released from further performance of its obligations under this Agreement, other than those obligations which by their terms are intended to survive such termination. Termination will not release or discharge either Party from any Claims or obligations that arose or accrued prior to the date of termination and remain unsatisfied.

ARTICLE 11 REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1 Mutual Representations and Warranties

- (a) NPR and NPR Nevada each represent and warrant, on a joint and several basis, to the PM Entities, the Solarjos Members, the Gullsil Members and the Erickson Member and the PM Entities, the Solarjos Members, the Gullsil Members and the Erickson Member each represent and warrant (as applicable), on a joint and several basis, to NPR and NPR Nevada, that as of the Effective Date and as at the Formation Date:
 - (i) it is duly formed in its place of organization;
 - (ii) it has full legal capacity and power:
 - (A) to own its property and assets and to carry on its business; and
 - (B) to enter into this Agreement and to perform its obligations under this Agreement;
 - (iii) it has taken all corporate action that is necessary to authorize its entry into this Agreement and to perform its obligations under this Agreement;
 - (iv) this Agreement constitutes a legal, valid and binding obligation of it enforceable in accordance with its terms by appropriate legal remedy subject to laws generally affecting creditors' rights and to principles of equity;

- (v) the execution, delivery and performance by it of this Agreement does not or will not (with or without the lapse of time, the giving of notice or both), contravene, conflict with or result in a breach of or default under, result in a right of termination or acceleration under, or cause any payment or other obligation to be imposed on it, under:
 - (A) its constitution or other constating documents; or
 - (B) any material term or provision of any security arrangement, undertaking, agreement or deed;
- (vi) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending or, to the best of its knowledge, threatened against it which if adversely decided could, in the reasonable opinion of the Party's management, have a Material Adverse Effect on the Party's business, assets or financial condition such as to materially impair its ability to perform its obligations under this Agreement;
- (vii) no liquidator, trustee in bankruptcy, receiver or receiver and manager or other external administrator is currently appointed in relation to it or any of its property;
- (viii) to the best of its knowledge after making due enquiry, there are no facts, matters or circumstances which give any person the right to appoint or to apply to appoint (as the case may be) a liquidator, trustee in bankruptcy, receiver or receiver and manager or other external administrator to it or any of its property;
- (ix) it is unaware of any material facts or circumstances that have not been disclosed in this Agreement, which should be disclosed to the other Parties in order to prevent the representations and warranties in this **section 11.1** from being materially misleading;
- (x) to the best of its knowledge, no person has taken any step, legal proceeding or other procedure with a view to the appointment of an administrator, whether out of court or otherwise, in relation to it, and no receiver (including any administrative receiver) has been appointed in respect of the whole or any part of any of its property, assets and/or undertaking nor has any such order been made (including, in any relevant jurisdiction, any other order by which, during the period it is in force, the affairs, business and assets of the company concerned are managed by a person appointed for that purpose by any Governmental Authority);
- (xi) it has not made any voluntary arrangement with any of its creditors or is insolvent or unable to pay its debts as they fall due;
- (xii) subject to obtaining Regulatory Approval, no Permit or other authorization, approval, order, license, or consent of any Third Party, and no registration, declaration or filing by it or its Affiliates or with any such Governmental Authority is required in order for it:
 - (A) to consummate the transactions contemplated by this Agreement;
 - (B) to execute and deliver all of the documents and instruments to be delivered by it under this Agreement;
 - (C) to duly perform and observe the terms and provisions of this Agreement; and
 - (D) to render this Agreement legal, valid, binding and enforceable;
- (xiii) none of the execution and delivery and performance of this Agreement or compliance with any of the provisions hereof will:
 - (A) subject to obtaining Regulatory Approval:

- (I) result (with or without notice or the passage of time) in a violation or breach of, or constitute a default under, any provisions of any Applicable Law applicable to it or its assets; or
 - (II) cause the suspension or revocation of any Permit currently in effect in respect of it or its assets;
 - (B) subject to obtaining Regulatory Approval, give rise to any rights of first refusal or trigger any change in control provisions or any restrictions or limitation under any instrument, contract or any Permit held by it or any assets held by it;
 - (C) subject to obtaining Regulatory Approval, contravene, conflict with or result in a breach of or default under, result in a right of termination or acceleration under, or cause any payment or other obligation to be imposed on it, under any writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it or any of its property is bound; or
 - (D) result in the imposition of any Encumbrance on it or its assets, except as contemplated in this Agreement.
- (b) The representations and warranties given in **section 11.1(a)** shall survive until the Acquisition Deadline Date.

11.2 Representations and Warranties by PM Entities, Solarljøs Members, Gullsil Members and the Erickson Member

- (a) The PM Entities, the Solarljøs Members, Gullsil Members and the Erickson Member represent and warrant, on a joint and several basis represent and warrant, on a joint and several basis, to each of NPR and NPR Nevada that, except as set out in **Schedule 5**, as of the Effective Date and as at the Formation Date, that to the best of their knowledge:
- (i) the PM Entities are, and Gullsil and the Claims LLC will be on the Formation Date, the beneficial and registered or recorded owner of a 100% undivided interest and title in the Mineral Rights, Other Rights, Other Assets and Permits as listed in **Schedule 3** (collectively, the “**PM Assets**”) free and clear of any Encumbrances, except for Permitted Encumbrances;
 - (ii) other than Permitted Encumbrances, there are no Encumbrances in respect of Taxes upon the PM Assets and no enforcement or other proceedings related to Taxes are pending or threatened that could create an Encumbrance on the PM Assets;
 - (iii) all of the Mineral Rights comprising part of the PM Assets have been validly and properly located and registered or recorded in accordance with the laws of the jurisdiction in which the PM Assets are located, and there are no disputes, now existing or threatened as to title to or the recording of those Mineral Rights;
 - (iv) the PM Assets as of the Effective Date and Formation Date are properly and accurately described in **Schedule 3**;
 - (v) the Mineral Rights comprising the Properties are in good standing and will be in good standing as at the Formation Date;
 - (vi) the PM Entities have and will have all rights or powers necessary under Applicable Law to access the Properties as at each of the Effective Date and the Formation Date;
 - (vii) all work or expenditure obligations applicable to the Properties, all reports of the work or expenditure and other requirements to be satisfied or filed in order to keep the Properties in

good standing, which were to have been satisfied by each of the Effective Date and the Formation Date, have been satisfied or filed in accordance with Applicable Law;

- (viii) all books and records concerning the work and expenditures on the Properties maintained by the PM Entities and provided to NPR or NPR Nevada or to be provided to the LLC on the Formation Date, are complete and accurate in all material respects;
- (ix) all rentals, Taxes, assessments, renewal fees and other governmental charges applicable to, or imposed on, the Properties which were or are due to be paid on or before each of the Effective Date and the Formation Date, as applicable, have been or will be paid in full;
- (x) the PM Entities and their Personnel have conducted all activities on or in respect of the Properties in material compliance with all Applicable Law;
- (xi) there are no actual or alleged adverse claims, challenges, suits, actions, prosecutions, investigations or proceedings against or to, the ownership or use of, or title or access to, the Properties or of any challenge to the PM Entities' right, title or interest, use of, or access to, the Properties nor is there any basis for any of the foregoing;
- (xii) the Properties do not lie within any protected area, rescued area, reserve, reservation, reserved area or special needs lands as designated by any Governmental Authority having jurisdiction, that would impair the exploration for Minerals or the development of a mining project on the Properties;
- (xiii) there is no illegal occupation of the Properties or any part thereof by any person;
- (xiv) other than Permitted Encumbrances, no other Person has any interest in the Properties or any right to acquire any such interest;
- (xv) the PM Entities have not received notice, and is not aware of any facts, events or circumstances that would reasonably be expected to result in a breach of Applicable Laws related to the Mineral Rights comprising the Properties;
- (xvi) there are no back-in rights, earn-in rights, rights of first refusal, rights of first offer, option rights, royalty rights, net smelter return royalties, rights of participation or similar provisions applicable to the Properties;
- (xvii) the PM Entities have not received any written notice from any Governmental Authority or any person with jurisdiction or applicable authority of any revocation or intention to revoke the PM Entities' interests in the Properties;
- (xviii) in respect of Environmental Laws and related Permits:
 - (A) the Properties and all undertakings thereon are in compliance in all material respects with all Environmental Laws and related Permits; and
 - (B) no written order, request or notice from any person has been received alleging a material violation of any Environmental Laws in respect of the Properties;
- (xix) each of the PM Entities, the Solarljos Members, the Gullsil Members and the Erickson Member are not a party to any litigation or administrative proceeding, nor is any litigation or administrative proceeding threatened against them or the Properties, which in either case asserts or alleges that they violated any Environmental Laws in respect of the Properties;
- (xx) each of the PM Entities, the Solarljos Members, the Gullsil Members and the Erickson Member are not subject to any judgement, decree, order or citation related to or arising out of applicable Environmental Laws in relation to the Properties that would subject it to, and, there are no

conditions existing currently in relation to the Properties which would reasonably be expected to subject it to, material damages, penalties, injunctive relief, cleanup costs, repairs, construction or capital expenditures under any Environmental Laws or which require or are likely to require cleanup, removal, remedial action or other material response by it pursuant to applicable Environmental Laws;

- (xxi) the PM Entities have not been named or listed as a potentially responsible party by any Governmental Authority in a matter arising under any Environmental Laws in relation to the Properties;
- (xxii) there has been no material spill, discharge, leak, emission, ejection, escape, dumping, or any release or threatened release of any kind, of any toxic or hazardous substance or waste (as defined by any Applicable Law) from, on, in or under the Properties or into the environment, except releases expressly permitted or otherwise authorized by Applicable Law;
- (xxiii) except as is expressly permitted by Applicable Law, no toxic or hazardous substance or waste has been treated, disposed of or is located or stored on the Properties as a result of activities of the PM Entities;
- (xxiv) there is no pending or ongoing claims or actions taken by or on behalf of any indigenous persons or groups or local communities with respect to any lands included in the Properties;
- (xxv) no archaeological remains have been discovered and no damages to any archaeological remains have been caused as a direct or indirect result of activities undertaken by the PM Entities on the Properties;
- (xxvi) the PM Entities have not received (or is otherwise aware of) any demand or notice with respect to the material breach of any applicable cultural heritage laws or any order or directive relating to archaeological matters which requires any work, repairs, construction, or capital expenditures at the Properties;
- (xxvii) there are no claims, investigations or inquiries initiated or threatened (or naming the PM Entities as a potentially responsible party) based on non-compliance with any applicable cultural heritage laws at the Properties;
- (xxviii) there are no archaeological surveys, assessments, removals, monitoring or audits that have been performed by the PM Entities or by others who have furnished a copy to the PM Entities with respect to the Properties;
- (xxix) no written notice or proceeding in respect of the taking, condemnation or expropriation by any Governmental Authority of the Properties or any part thereof has been given or commenced, nor is any such proceeding or notice threatened;
- (xxx) there is no arbitral award, judgment, injunction, order or decree binding upon the PM Entities the Solarljós Members, the Gullsil Members or the Erickson Member that has or could reasonably be expected to have the effect of prohibiting, restricting, or impairing in any material respect any acquisition or disposition of the Properties, Gullsil or the actions, transfer and/or assignments referenced in **section 2.1(c)**; and
- (xxxi) each of the PM Entities, the Solarljós Members, the Gullsil Members and the Erickson Member, its Affiliates and their Personnel, have not made or offered with respect to the matters which are the subject of this Agreement:
 - (A) any compensation, commission, agency fee, introduction fee, payment, gift, promise or advantage to a Third Party where such payment or advantage would violate Anti-Bribery Laws;

- (B) except as may be required by the terms of the Minerals Rights comprising the Properties or Applicable Law, any compensation, commission, agency fee, introduction fee, payment, gift, promise or advantage to a Third Party which is based or calculated on any capital employed, cost incurred, cash flow, revenue, or profit earned or generated or estimated to be earned or generated in respect of the Properties; or
 - (C) any compensation, commission, agency fee, introduction fee, payment, gift, promise or advantage, whether directly or through intermediaries, to or for the use of any person, while knowing or being aware of a high probability that any such money or thing of value will be offered, paid, given or promised, directly or indirectly, to a Governmental Authority or Close Family Member of such, for the purposes of influencing any act or decision of such Governmental Authority in their official capacity, or inducing such Governmental Authority to use their influence in obtaining or retaining business for or with, or directing business to, the PM Entities or any of its Affiliates.
- (b) The representations and warranties given by each of the PM Entities, the Solarljøs Members, Gullsil Members and the Erickson Member in section 11.2(a) shall survive until the Acquisition Deadline Date.

11.3 NPR Representations and Warranties

- (a) NPR represents and warrants to the PM Entities, the Solarljøs Members, Gullsil Members and the Erickson Member that as of the Effective Date and as at the Formation Date:
- (i) NPR is a “reporting issuer” or equivalent thereof and not on the list of reporting issuers in default under Securities Laws in British Columbia and Alberta and is not in default of any material requirements of any Securities Laws or the policies of the TSXV;
 - (ii) the Common Shares are listed on the TSXV, trading of the Common Shares is not halted or suspended and the Common Shares issued to the Erickson Member are tradeable in accordance with applicable securities laws and to the knowledge of NPR, are not subject to any escrow or lock-up requirements;
 - (iii) NPR is not subject to any cease trade order of the British Columbia Securities Commission or the Alberta Securities Commission, and, to the knowledge of NPR, no investigation or other proceedings involving NPR that may operate to prevent or restrict trading of any securities of NPR are currently in progress or pending before the British Columbia Securities Commission or the Alberta Securities Commission;
 - (iv) the NPR Public Documents were filed in all material respects with the requirements of applicable Securities Laws and, where applicable, the policies of the TSXV and did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such filing), contain any misrepresentation. NPR has not filed any confidential material change report with the British Columbia Securities Commission or the Alberta Securities Commission which at the Effective Date remains confidential; and
 - (v) the NPR Financial Statements: (i) were prepared in accordance with IFRS and (ii) fairly present, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise), consolidated statements of financial position, consolidated statements of loss and comprehensive loss and consolidated statements of cash flows of NPR and its subsidiaries as of the dates set out in such statements and the consolidated statements financial position, consolidated statements of loss and comprehensive loss and consolidated statements of cash flows of NPR and its subsidiaries as at the dates and for the respective periods covered by such financial statements (except as may be expressly indicated in the notes to such financial statements). There has been no material change in NPR’s accounting policies since September 30, 2022.

- (b) The representations and warranties given by NPR in **section 11.3(a)** shall survive until the Acquisition Deadline Date. NPR shall be deemed to repeat the representations and warranties in **sections 11.3(a)(i), (ii) and (iii)** on each issuance of Common Shares pursuant to **sections 3.3(a)(i) and 3.4(a)** and such representations and warranties shall survive for a period of three years from the date they are given.

11.4 NPR Covenants

- (a) NPR covenants with the Erickson Member until (X) in the case of **sections 11.4(a)(i) and (a)(ii)** below, all Common Shares issuable pursuant to this Agreement have been issued; and (Y) in the case of **sections 11.4(a)(iii) and (a)(iv)** below the date that is two years following the date that all Common Shares issuable hereunder have been issued in accordance with the terms herein, as follows:
- (i) it will reserve and keep available a sufficient number of Common Shares for the purpose of enabling it to satisfy its obligations to issue Common Shares hereunder, including any Common Shares issuable upon exercise of the Warrants;
 - (ii) all Common Shares which shall be issued hereunder shall be fully paid and non-assessable, free and clear of all Encumbrances;
 - (iii) it will take appropriate efforts to ensure that all Common Shares outstanding or issuable from time to time (including without limitation the Common Shares issuable hereunder) continue to be or are listed and posted for trading on the TSXV (or such other recognized Canadian stock exchange);
 - (iv) it will use reasonable commercial efforts, to make all requisite filings under applicable Canadian securities legislation including those necessary to remain a reporting issuer not in default in each of the provinces and other Canadian jurisdictions where it is or becomes a reporting issuer,

provided that no covenant in this **section 11.4** or this Agreement shall be construed as limiting or restricting NPR from completing a consolidation, amalgamation, arrangement, takeover bid, merger, reclassification, reorganization, sale or conveyance that would result in the Common Shares ceasing to be listed and posted for trading on the TSXV so long as the holders of the Common Shares receive securities of an entity which is listed on a stock exchange in Canada and/or the United States, or cash, or the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate and Securities Laws and the policies of the TSXV.

- (b) NPR hereby guarantees to the Erickson Member the due and punctual observance of all obligations of NPR Nevada hereunder and agrees on written demand of the PM Entities to perform or discharge all obligations of NPR Nevada hereunder which have not been fully performed or discharged at the times and in the manner provided for in this Agreement. NPR and NPR Nevada agree that the Erickson Member is not bound to proceed against NPR Nevada before being entitled to pursue its rights against NPR and is entitled to proceed against NPR directly.

11.5 Indemnity by PM Entities, the Solarljøs Members, Gullsil Members and the Erickson Member

- (a) until the Acquisition Deadline Date, the PM Entities, the Solarljøs Members, Gullsil Members and the Erickson Member jointly and severally, indemnify and defend and shall keep indemnified NPR and NPR Nevada from and against any Claim that NPR or NPR Nevada suffers, sustains or incurs arising out of or in connection with:
- (i) any representation or warranty given or made by the PM Entities, the Solarljøs Members, Gullsil Members and the Erickson Member under this Agreement not being true and accurate when made; or

- (ii) the breach of, or failure by, the PM Entities, the Solarljøs Members, Gullsil Members and the Erickson Member or their Personnel to perform any covenant or obligation of the PM Entities, the Solarljøs Members, Gullsil Members and the Erickson Member under this Agreement.
- (b) It is not necessary for NPR or NPR Nevada to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

11.6 NPR and NPR Nevada Indemnity

- (a) until the Acquisition Deadline Date, NPR and NPR Nevada, jointly and severally, indemnify and defend and shall keep indemnified the PM Entities, the Solarljøs Members, Gullsil Members and the Erickson Member from and against any Claim that the PM Entities, the Solarljøs Members, Gullsil Members and the Erickson Member suffer, sustain or incur arising out of or in connection with:
 - (i) any breach of any representation or warranty given or made by NPR or NPR Nevada under this Agreement; or
 - (ii) the breach of, or failure by NPR, NPR Nevada or their Personnel to perform any covenant or obligation of NPR or NPR Nevada, as applicable, including in NPR Nevada's capacity as Operator, under this Agreement.
- (b) It is not necessary for the PM Entities, the Solarljøs Members, Gullsil Members or the Erickson Member to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

11.7 Security Interest

The Parties further agree that in order to protect and secure the interests and rights enjoyed under this Agreement each of NPR, NPR Nevada and the Erickson Member, as applicable, may register this Agreement and their interests in the Properties on any public registries (including land and mineral registries) it determines desirable to protect its interests under this Agreement, in its sole and absolute discretion. Each Party agrees with the other that it will, promptly at any time and from time to time at the other Party's request, execute and deliver to the requesting Party all deeds, instruments and other documents and do all acts and things which the requesting Party may reasonably require for the purpose of the foregoing.

ARTICLE 12 FORCE MAJEURE

12.1 Notice of Force Majeure

Subject to **section 12.4**, a Party will not be liable for any delay or failure to perform any of its obligations under this Agreement (other than an obligation of indemnification or payment obligation) if within 10 days after the beginning of the Force Majeure affecting the ability of the Party to perform any of its obligations under this Agreement, it gives a notice to the other Parties that complies with **section 12.2**.

12.2 Force Majeure Notice

A notice given under section 12.1 shall:

- (a) specify the obligations the Party cannot perform;
- (b) fully describe the Force Majeure (including the cause and state of the Force Majeure and the anticipated effect of the state of Force Majeure on the performance of the obligations of the Party hereunder);
- (c) estimate the time during which the Force Majeure is expected to continue; and

- (d) specify the measures proposed to be adopted to remedy or abate the Force Majeure.

12.3 Obligation to Remedy

- (a) The Affected Party shall use commercially reasonable efforts to overcome or mitigate the effects of the Force Majeure and shall endeavour with due diligence to resume compliance with its obligations as soon as reasonably possible.
- (b) Despite the foregoing, nothing in this **section 12.3** will require the Affected Party to resolve or compromise any labor dispute or to question or to test the validity of any law, rule, regulation or order of any Governmental Authority or to perform its obligations under this Agreement if Force Majeure renders performance impossible.

12.4 Effect of Force Majeure on Time and Payment

In the event a Party is delayed in fulfilling its obligations hereunder due to a Force Majeure and has complied with **sections 12.1 and 12.3**, the time period provided for in this Agreement related to the obligation so delayed by the Force Majeure will be extended by a period equivalent to the period of the Force Majeure and in the case of exploration activities, the Affected Party will be entitled to an additional period during a field season, or during a following field season or seasons equivalent to the period of the Force Majeure.

12.5 Tenure Obligations During Force Majeure

Despite the occurrence of a Force Majeure, the Operator must use its best efforts to maintain the validity and good standing of the Properties and, where necessary, the Operator must apply for exemption from such obligations affecting the Property the performance of which are affected by that Force Majeure as are capable at law of being exempted.

ARTICLE 13 CONFIDENTIAL INFORMATION

13.1 Confidentiality

- (a) Except as provided in **sections 13.2 and 13.3**, each Party shall, and shall cause its Affiliates, nominee directors and agents to, maintain as confidential and may not disclose any Business Information to any Third Party or the public without the prior written consent of the other Parties, as applicable. Each Party shall maintain as confidential and may not disclose to any Third Party or the public any Party Information owned by any Party without such Party's prior written consent. The obligations of confidentiality set forth in this **section 13.1(a)** does not apply with respect to any Business Information or any Party Information that is:
 - (i) or becomes part of the public domain other than through a breach of this Agreement; or
 - (ii) lawfully received by a Party, its Affiliate or their respective Personnel from a Third Party not under an obligation of confidentiality.
- (b) Notwithstanding **section 13.1(a)**, any Party Information of one of the Parties which existed before the Effective Date and which is learned or acquired by any other Party in the course of Operations shall remain the Party Information of such Party and shall not be included in the Business Information and shall not be treated as such without the written consent of such Party.

13.2 Disclosure Required by Applicable Laws

- (a) The consent required by **section 13.1(a)** does not apply to a disclosure of Business Information in any manner (including a news release, filing on SEDAR or other public statement) by a Party where such disclosure is required by Applicable Laws or any Governmental Authority (each, a "**Required Disclosure**").

- (b) Any Party that intends to make a Required Disclosure shall provide the other Parties with the full written text of the proposed Required Disclosure at least two Business Days before its first disclosure. The other Parties will have two Business Days to provide the disclosing Party with comments on the Required Disclosure, and if comments are received from the other Parties within such time the disclosing Party shall incorporate the other Parties' reasonable changes to the Required Disclosure before the Required Disclosure is issued or made. If such comments are not received by the disclosing Party within two Business Days, the disclosing Party is then free to proceed with disclosure of the Required Disclosure as originally drafted.
- (c) If a Required Disclosure must be made within a shorter period than two Business Days and the disclosing Party has used all commercially reasonable efforts to provide, but has not provided, the Required Disclosure at least two Business Days before its first disclosure, then the disclosing Party shall provide the full written text of the proposed Required Disclosure to the other Parties for as long a period as is practicable in advance of its first disclosure.
- (d) For greater certainty, the Parties agree that to the extent a statement in a previously approved Required Disclosure is included or repeated in another Required Disclosure, the disclosing Party need not seek consultation with and approval from the other Parties.
- (e) The Party making a Required Disclosure shall be solely and entirely responsible for the contents of the Required Disclosure.

13.3 Other Exceptions

- (a) The consent required by **section 13.1(a)** does not apply to a disclosure:
 - (i) of Business Information to any of the Affiliates or Personnel of a Party that has a *bona fide* need to be informed;
 - (ii) of Business Information to any Lenders or other financing sources or potential M&A partners or purchasers, in each case with or to the applicable Party or its Affiliates, who have entered into a confidentiality agreement with the disclosing Party that contains provisions substantially similar to and no less stringent than those contained in **section 13.1(a)**; or
 - (iii) of Business Information by the Operator which is reasonably necessary for it to carry out its responsibilities under this Agreement.
- (b) In the case of disclosure pursuant to **section 13.3(a)(i)**, the disclosing Party shall advise the relevant Affiliates and Personnel of the confidential nature of such Business Information. In the case of disclosure pursuant to either of **section 13.3(a)(ii)** or **section 13.3(a)(iii)**, the disclosing Party shall:
 - (i) notify the other Parties of its disclosure to a Third Party, Lender or other financing source and confirm that such disclosure was conducted in accordance with **section 13.3** (without being required to provide the name(s) of the Third Party, Lender or other financing source);
 - (ii) only disclose such Business Information as such Third Party, Lender or other financing source, as the case may be, shall have a legitimate business need to know;
 - (iii) inform such Third Party, Lender or other financing source, as the case may be, of the disclosing Party's obligations hereunder; and
 - (v) be liable to the non-disclosing Parties for any breach of the provisions of this **Article 13** by such Third Party, Lender or other financing source, as the case may be, as if it had committed the breach of such provisions itself.

13.4 News Release

Mutual agreement of the Parties, each acting reasonably, is required on the wording of each other's news release announcing the entering into of this Agreement. Notwithstanding the foregoing, a Party may file this Agreement on SEDAR if it deems it necessary to do so to comply with Applicable Laws, but such Party shall consider any redactions to this Agreement allowed under Applicable Laws that are reasonably requested by the other Parties.

ARTICLE 14 DISPUTES RESOLUTION

14.1 Disputes

- (a) Any dispute, question or difference of opinion ("**Dispute**") arising out of or in connection with this Agreement, whether arising before or after the expiration of this Agreement shall be resolved solely in accordance with this **Article 14**.
- (b) If a Dispute arises then a Party who requires the Dispute to be resolved in accordance with this **Article 14** shall give to the other Parties a notice ("**Dispute Notice**") specifying the Dispute.

14.2 Dispute Representatives to Seek Resolution and Mediation

- (a) If the Dispute is not resolved within 10 Business Days after a Dispute Notice is given by a Party to the other Parties, each Party shall nominate promptly one representative from its senior management to resolve the Dispute (each, a "**Dispute Representative**"), who shall negotiate in good faith using their respective commercially reasonable efforts to attain a resolution of the Dispute.
- (b) If the Dispute is not resolved within 10 Business Days of the Dispute being referred to the respective Dispute Representatives, then the Parties agree to submit the Dispute to non-binding mediation and must agree upon an independent mediator and the process for mediation.
- (c) During the existence of any Dispute, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to their position in respect of such Dispute, unless the Parties otherwise agree.

ARTICLE 15 NOTICE

15.1 Form of Notice

- (a) A notice, demand, consent or other communication given or made under this Agreement ("**Notice**") must be in writing, signed by the sender and either left at the delivery address or sent to the addressee by courier or email. Any Notice given or made under this Agreement will be deemed to be duly given or made:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by courier, two Business Days after the date of posting (if posted to an address in the same country) or 5 Business Days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of delivery by email, on the date of delivery provided that no failed delivery message has been automatically returned,

but if the result is that a Notice would be taken to be given or made on a day which is not a Business Day in the place to which the Notice is sent or is later than 4:30 pm (local time) it will be taken to have been duly given or made at the commencement of business on the next Business Day in that place.

- (b) Each Party's delivery address and email address will be as specified in **section 15.2** or as notified in writing from time to time to the other Party.

15.2 Address for Service

Any Notice given or made under this Agreement must be delivered to the intended recipient by hand, courier or email to the address or email address below or the address or email address last notified by the intended recipient to the sender:

- (a) to NPR or NPR Nevada:

North Peak Resources Ltd.
c/o 82 Richmond Street East, Suite 200
Toronto, Ontario
M5C 1P1

Attention: Brian Hinchcliffe, CEO

Email: brian@northpeakresources.com

- (b) to the PM Entities, the Solarljós Members, the Gullsil Members and the Erickson Member:

7825 Campers Village Avenue,
Las Vegas, Nevada
89178

Attention: Ty Erickson

Email: Ty@tyericksonmd.com

ARTICLE 16 GENERAL

16.1 Relationship of Parties

- (a) Unless otherwise set forth in this Agreement, the rights, duties, obligations and liabilities of the Parties will be several and not joint nor joint and several.
- (b) The Parties agree and declare that this Agreement is not and must not be construed as constituting an association, corporation, mining partnership or any other kind of partnership and, except as expressly provided otherwise in this Agreement, nothing in this Agreement will be deemed to:
- (i) constitute a Party a partner, agent or legal representative of any other Party for any purpose whatsoever; or
 - (ii) create a fiduciary relationship among the Parties.

16.2 No Holding Out

Except as expressly permitted by this Agreement, no Party may directly or indirectly use or permit the use of the name of another Party for any purpose related to the Properties or this Agreement.

16.3 Taxation

NPR Nevada may claim all tax benefits, write-offs, and deductions with respect to all Exploration Expenditures incurred or paid hereunder by NPR Nevada whether for the account of NPR Nevada or on account of the LLC or the Interests in the LLC.

16.4 Other Activities and Interests

- (a) The rights and obligations of the Parties under this Agreement are strictly limited to the LLC and the Properties. As applicable, each Party may enter into, conduct and benefit from any business venture of any kind whatsoever, whether or not competitive with the activities undertaken under this Agreement, without disclosing those activities to the other Party or inviting or allowing the other Party to participate in that business venture.
- (b) Except to the extent expressly provided otherwise in this Agreement and without limiting **section 16.4(a)**, nothing in this Agreement will prevent or may be construed to prevent a Party from:
 - (i) acquiring any Mineral Right or interest in any Mineral Right outside of the Properties; or
 - (ii) using, for any reason not related to the Properties, any geological, geophysical, geochemical, metallurgical or operational concept, model or principle of any kind, and each Party will be free to so acquire and use with no obligation whatsoever to the other Party.

16.5 Recording of this Agreement

This Agreement, or a memorandum of this Agreement, will, upon the written request of a Party, be recorded in the office of any Governmental Authority identified in the written request of the requesting Party, in order to give notice to Third Parties of that Party's interests that arise under this Agreement. Each Party agrees with the requesting Party to execute those documents that may be necessary to perfect such recording. The Parties also agree that a Party may make such filings and take such steps as it deems reasonably necessary to preserve and protect its rights under this Agreement and that the other Parties will cooperate with the preserving Party in such matters, at the expense, if any, of the preserving Party. In the event of any termination of this Agreement, the Parties shall cooperate to execute and record an appropriate termination of this Agreement or such memorandum.

16.6 Entire Agreement

This Agreement:

- (i) is the entire agreement and understanding among the Parties on everything connected with the subject matter of this Agreement; and
- (ii) supersedes any prior agreement or understanding on anything connected with that subject matter, including the letter of intent between NPR and the PM Entities dated March 8, 2023, as amended.

16.7 Amendment

This Agreement may only be amended by the written agreement of all the Parties hereto or, as applicable, their permitted successors and assigns.

16.8 Pre-Conditions

Where in this Agreement a pre-condition is prescribed in relation to any right or benefit that a Party might become entitled to enjoy, the Party will only be entitled to the right or benefit if the pre-condition is satisfied.

16.9 Waiver

- (a) No failure on the part of a Party to exercise, no delay in exercising, and no course of dealing with respect to, any right, power or privilege established by this Agreement is a waiver thereof.

- (b) Except as otherwise expressly provided for herein, no waiver of any provision of this Agreement or consent to any departure by any Party from any provision of this Agreement is effective unless it is confirmed in writing. Any waiver or consent is effective only in the specific instance, for the specific purpose and for the specific length of time for which it is given.
- (c) The single or partial exercise of any right, power or privilege established by this Agreement does not preclude any other exercise thereof.

16.10 Costs and outlays

Each Party shall pay its own costs and expenses connected with the preparation, negotiation and execution of this Agreement including all legal, accounting and brokers or finders fees and disbursements relating to this Agreement.

16.11 Manner of Payment

Any payment to be made to a Party may be made by electronic funds transfer to that Party's bank as designated by that Party by notice from time to time. That bank will be deemed the agent of the designating Party for the purposes of receiving, collecting and receipting such payment.

16.12 Further Assurances

Each Party shall promptly at its own cost do all things (including executing and if necessary delivering all documents) reasonably necessary or desirable to give full effect to this Agreement and the transactions contemplated by it.

16.13 Time of the Essence

Time is of the essence for this Agreement.

16.14 Special Remedies

Each Party acknowledges and agrees that:

- (a) any breach by it of **Article 8** (Assignment) or **Article 13** (Confidential Information) would constitute an injury and cause damage to the other Party which is impossible to measure monetarily;
- (b) monetary damages alone would not be a sufficient remedy for a breach of **Article 8** or **Article 13**;
- (c) in addition to any other remedy which may be available in law or equity, a Party is entitled to interim, interlocutory and permanent injunctions or any of them to prevent breach of **Article 8** or **Article 13** and to compel specific performance of any one or more of those sections; and
- (d) any Party intending to breach or which breaches **Article 8** or **Article 13** hereby waives any defence it may have at law, in equity or under statute to such injunctive or equitable relief.

16.15 Survival

Section 3.4(b), Article 4, Article 8, Section 10.2, Article 11, Article 13 and Article 14 and all limitations of liability and rights accrued prior to completion, termination, or expiration of this Agreement do not merge on completion, termination, or expiration of this Agreement, but continue in full force and effect after any termination or expiration of this Agreement as will any other provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or expiration of this Agreement.

16.16 Severability

- (a) If anything in this Agreement is unenforceable, illegal or void then it is severed, and the rest of this Agreement remains in full force and effect.
- (b) Where a provision of this Agreement is prohibited or unenforceable, the Parties shall negotiate in good faith to replace the invalid provision with a provision that is compliant with the Applicable Law and which shall be as close as possible to the Parties' original intent, and appropriate consequential amendments (if any) will be made to this Agreement.

16.17 Successors and Assigns

This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

16.18 Counterparts and Electronic Delivery


This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitutes one and the same instrument. The Parties may rely upon delivery of an executed facsimile, pdf or similarly executed electronic copy of this Agreement, and such facsimile or similarly executed electronic copy is legally effective and creates a valid and binding agreement among the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.


NORTH PEAK RESOURCES LTD.

By: _____


Name: Brian Hinchcliffe
Title: CEO

NORTH PEAK (NEVADA) LTD.

By: _____


Name: Brian Hinchcliffe
Title: CEO

**SOLARJOS, LLC, as executed on its behalf
by its duly authorized Manager (Netgenesis,
Inc.)**

By: _____


Name: Ty B. Erickson
Title: Director

May 2, 2023

**GULLSIL, LLC, as executed on its behalf by
its duly authorized Manager (Netgenesis,
Inc.)**

By: _____


Name: Ty B. Erickson
Title: Director

May 2, 2023

**SOLARLJOS MEMBERS, as executed by
Netgenesis, Inc.**

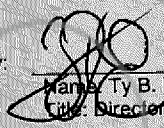
By: _____


Name: Ty B. Erickson
Title: Director

May 2, 2023

**GULLSIL MEMBERS, as executed by
Netgenesis, Inc.**

By: _____


Name: Ty B. Erickson
Title: Director

May 2, 2023

**ERICKSON MEMBER, as executed by
Solarljós, LLC by its duly authorized
Manager (Netgenesis, Inc.)**

By: _____


Name: Ty B. Erickson
Title: Director

May 2, 2023

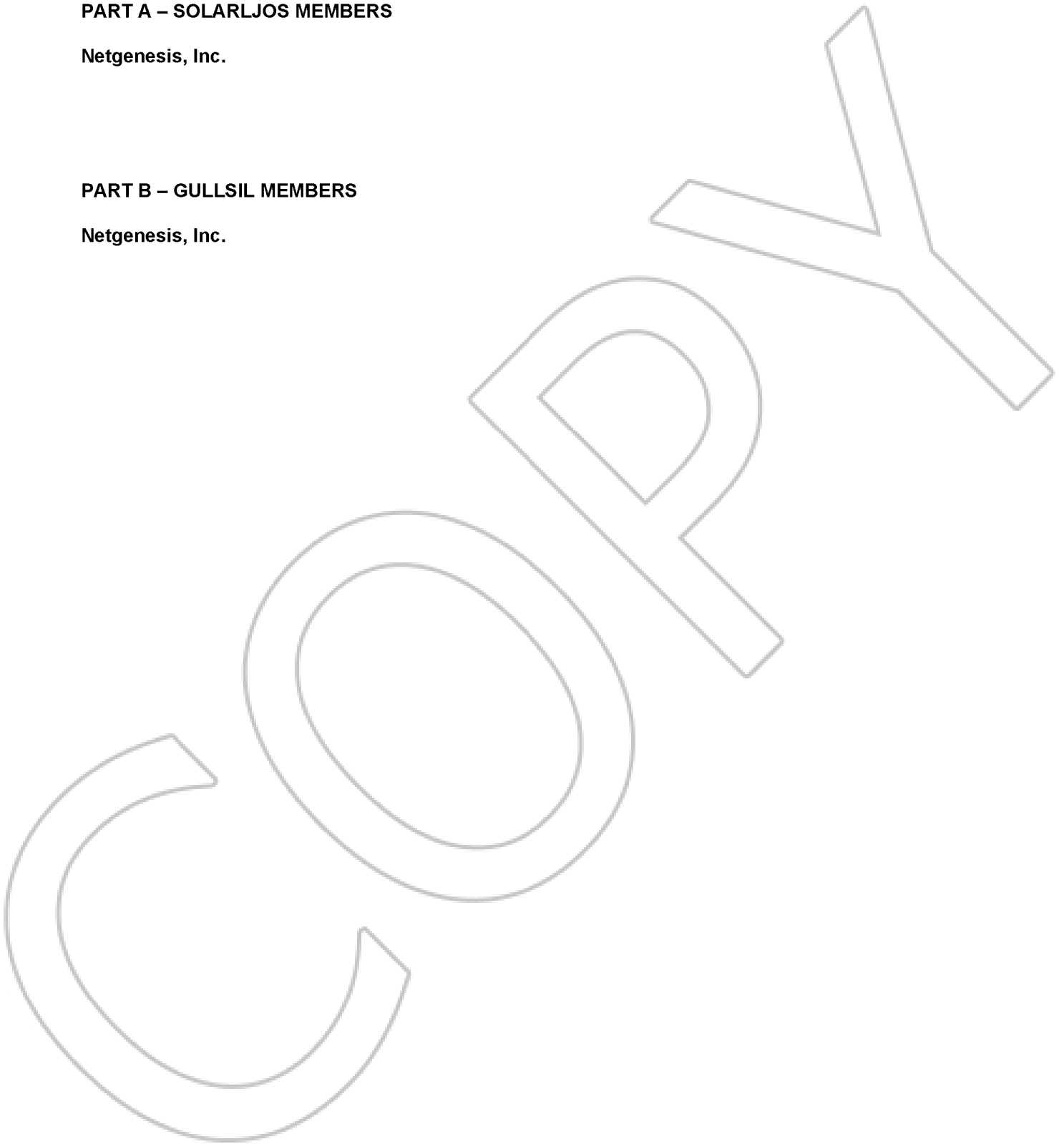
SCHEDULE 1 - SOLARLJOS MEMBERS AND GULLSIL MEMBERS

PART A – SOLARLJOS MEMBERS

Netgenesis, Inc.

PART B – GULLSIL MEMBERS

Netgenesis, Inc.



SCHEDULE 2 – DEFINITIONS AND INTERPRETATION

PART A - DEFINITIONS

- (a) “**1% NSR Agreement**” means the agreement set forth in **Schedule 6** to the Agreement;
- (b) “**Acquired Interest**” has the meaning given in **section 2.1(d)(i)**;
- (c) “**Acquisition Deadline Date**” means 5pm (Las Vegas time) on the 90th day following the third anniversary of the Formation Date;
- (d) “**Additional Securities**” has the meaning given in **section 3.3(a)(v)**;
- (e) “**Affected Party**” has the meaning given in the definition of “Force Majeure” below;
- (f) “**Affiliate**” has the meaning ascribed to such term under the *Securities Act* (Alberta);
- (g) “**Agreement**” means this agreement to form venture and its schedules, as amended and modified from time to time;
- (h) “**Anti-Bribery Laws**” means any laws enacted under any applicable jurisdiction which regulates the use of criminal acts, such as bribery, corruption, conflicts of interest or related or similar offenses in any country where the entity is conducting business. This includes, the *Foreign Corrupt Practices Act 1977, as amended*, (United States of America), the *Bribery Act 2010* (UK), the *OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions* and *Corruption of Foreign Public Officials Act* (Canada) and any other similar laws or regulations in any other jurisdiction relating to corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons and laws requiring the disclosure of agency relationships or commissions and the anticorruption rules of any public international organization or international financial institution with which a Party does business;
- (i) “**Applicable Law**” or “**Applicable Laws**” means any applicable laws with respect to any Person, including the common law and any federal, national, state, regional, provincial, territorial, municipal or local commercial, securities, corporate, Tax, personal land use and zoning, sanitizing, occupational health and safety, real property, security, competition, mining, environmental, water, energy, investment, property ownership laws, Anti-Bribery Laws, Environmental Laws and other laws (whether statutory, common or otherwise), and any constitution, treaty, convention, ordinance, code, statute, rule, regulation, order, injunction, judgment, directive, decree, ruling, guideline, policy or other similar requirement enacted, adopted, promulgated, issued or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise;
- (j) “**Assets**” means all tangible and intangible goods, chattels, improvements or other items including, without limiting generality, land, buildings, and equipment;
- (k) “**Business Day**” means any day other than a Saturday, Sunday or a public or statutory holiday in the place where an act is to be performed or a payment or delivery of notice is to be made;
- (l) “**Business Information**” means (i) the terms of this Agreement and any other agreement relating to the LLC, (ii) the Exploration Data, (iii) all information, or data, in whatever form and however communicated, originated or obtained by the LLC or the Operator in performing its obligations under this Agreement and (iv) all information exchanged between the Parties or their Affiliates under this Agreement and all information concerning or relating to the Properties of which they become aware; provided that any such information that is proprietary to a Party and that is not communicated, developed, conceived, originated or obtained by such Party in performing its obligations under this Agreement shall not be “Business Information”;

- (m) **"Cash Payments"** has the meaning given in **section 3.3(a)(iii)**;
- (n) **"Claim"** means any claim, action, damage, loss (including loss arising from a withheld or abated payment under this Agreement), liability, cost, charge, expense, outgoing, payment or demand of any nature and whether present or future, fixed or unascertained, actual or contingent and whether at law, in equity, under statute, contract or otherwise;
- (o) **"Claims LLC"** has the meaning given in **section 2.1(a)(ii)**;
- (p) **"Close Family Member"** means spouses, children, parents, siblings, cousins and any other relatives of an individual;
- (q) **"Common Shares"** has the meaning given in **section 3.3(a)(i)**;
- (r) **"Current Bond"** means the current reclamation bond in place for the Prospect Mountain Project, Eureka County, Nevada, BLM Case No. NVN-92893, which bond is currently in the amount of approximately \$750,294;
- (s) **"Dispute"** has the meaning given in **section 14.1(a)**;
- (t) **"Dispute Notice"** has the meaning given in **section 14.1(b)**;
- (u) **"Dispute Representative"** has the meaning given in **section 14.2(a)**;
- (v) **"Effective Date"** means the date of this Agreement;
- (w) **"Encumbrance"** means any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by Applicable Law, including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of pre-emption, privilege, encumbrance, easement, hypothec, pledge, title retention agreement, reservation of title, servitude, right of way, restrictive covenant, right of use, license or license fee, royalty, production payment, trust, back-in rights, rights of first refusal or offer, or any matter capable of registration against title or any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, any interest in, or the right to use or occupy, property or assets; and **"Encumber"** means to create an Encumbrance on real or personal property; and words such as **"Encumbered"** and **"Encumbering"** have corresponding meanings;
- (x) **"Environmental Laws"** means Applicable Laws aimed at reclamation or restoration of the Properties and real estate or mineral claims in general; abatement, mitigation, remediation, or cleanup of pollution pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or materials or wastes; protection of human health and the environment; protection of wildlife, including endangered species; preservation, degradation, loss, damage, restoration, replacement or reclamation of natural resources; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, storage or control of hazardous materials or substances; releases or threatened releases or migration of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or materials into, within, or through the environment, including ambient air, surface water, soil, soil gas, subsurface strata, and groundwater; and all other Applicable Laws relating to the generating, manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or hazardous wastes;
- (y) **"Erickson Member"** means Solarljós, LLC;
- (z) **"Expenditures"** means all items of outlay and expense whatsoever, direct or indirect, with respect to Operations, recorded by the Operator in accordance with this Agreement including without limitation:

- (i) in holding the Properties in good standing (including land maintenance costs and any monies expended as required to comply with Applicable Laws, such as for the completion and submission of assessment work and filings required in connection therewith), in curing title defects and in acquiring and maintaining surface and other ancillary rights;
 - (ii) in preparing for and in the application for and acquisition of environmental and other Permits necessary or desirable to commence and complete exploration activities;
 - (iii) in doing geophysical and geological surveys, drilling, assaying and metallurgical testing, including costs of assays, metallurgical testing and other tests and analyses to determine the quantity and quality of Minerals, water and other materials or substances;
 - (iv) in the preparation of work programs and the presentation and reporting of data and other the results thereof including any program for the evaluation of the Properties;
 - (v) for all items in connection with the protection of the environment in relation to the Properties including environmental remediation or rehabilitation;
 - (vi) in acquiring facilities, equipment or machinery, or the use thereof, and for all parts, supplies and consumables;
 - (vii) for salaries and wages, including actual labor overhead expenses for employees (including employees of the Operator) assigned to exploration and operating activities (other than non-cash items such as stock-based compensation payments) in every extent related to their work on the Properties;
 - (viii) travelling expenses and fringe benefits (whether or not required by law) of all persons engaged in work with respect to and for the benefit of the Properties, including for their food, lodging and other reasonable needs;
 - (ix) payments to contractors or consultants for work done, services rendered or materials supplied; and
 - (x) all Taxes levied against or in respect of the Properties, or activities thereon, and the costs of insurance premiums and performance bonds or other security.
- (aa) **“Exploration Data”** means any map, drill core, sample, assay, drill logs, geological, geophysical, geochemical or other technical data or report and any study, design, plan and financial or other record (whether in tangible or electronic form) related to the Properties or Operations in the possession or under the control of a Party or its Affiliates;
- (bb) **“Exploration Expenditures”** has the meaning given in **section 3.3(a)(ii)**;
- (cc) **“Force Majeure”** means, other than as a consequence of negligence or willful misconduct of a Party, an event or cause which is beyond the control of the Party claiming Force Majeure (the **“Affected Party”**), whether foreseeable or unforeseeable, and includes:
- (i) an act of God (other than adverse weather);
 - (ii) earthquakes, cyclones, fire, flood;
 - (iii) pandemics, epidemics or any outbreak of any viral or other disease (except for the current effects of COVID-19, which will not constitute a Force Majeure except any escalation in the current effects of COVID-19 or any increase in Governmental Authority restrictions regarding COVID-19, in both cases after the date of this Agreement);
 - (iv) acts of war, acts of public enemies, terrorist acts, riots or civil commotions;

- (v) shortages of labor or strikes, interference of trade unions, lockout, secondary boycott, other labor difficulties (without regard to whether such difficulties can be resolved by acceding to the demands of the union);
- (vi) break down or destruction of machinery, plants or equipment, delays in transportation, shortages or inability to obtain contractors, machinery, plants or equipment, fuel, transportation or power;
- (vii) laws, rules and regulations, orders or policies of any Governmental Authority that cause Operations to materially cease or that would effectively prohibit the development of a mine on the Properties;
- (viii) actions taken by or on behalf of environmental lobbyists, nongovernmental organizations, indigenous persons or groups, local community groups or any other parties pursuant to the assertion of land claims or other rights; and
- (ix) injunctions, civil disobedience, protests, demonstrations or other events by environmental lobbyists, non-governmental organizations, indigenous persons or groups, local community groups or any other parties claiming an interest that cause Operations to materially cease,

but does not include economic hardship, or for lack of money, credit or markets or inability to pay or any non-receipt of any sum of money.

- (dd) “**Formation Date**” means the date that all the actions, assignments and transfers to be completed in accordance with **sections 2.1(c) and (d)** have been completed.
- (ee) “**Governmental Authority**” means any federal, state, provincial, territorial, regional, municipal or local government or authority, quasi government authority, including any governmental division, department, agency, body, commission, instrumentality, official, fiscal or judicial body, government or self-regulatory organization, commission, board, tribunal, organization, stock exchange, court, arbitrator, arbitration panel or tribunal, any central bank or similar monetary or regulatory authority or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, any wholly or partially state-owned or government-owned entity or enterprise or any public international organisation having jurisdiction or authority over the Parties or the subject matter of this Agreement, and also includes any:
 - (i) individual who is employed by or acting on behalf of a Governmental Authority;
 - (ii) political party, party official or candidate;
 - (iii) individual who holds or performs the duties of an appointment, office or position created by custom or convention; or
 - (iv) individual who holds himself out to be authorised intermediary of any person specified in paragraphs (i), (ii) or (iii) above;
- (ff) “**Gullsil**” means Gullsil, LLC;
- (gg) “**Gullsil Member**” means each person identified as a member of Gullsil in Schedule 1, Part B, and “**Gullsil Members**” means collectively, all of them;
- (hh) “**IFRS**” means International Financial Reporting Standards as issued and amended from time to time by the International Accounting Standards Board and interpretations thereof of the International Financial Reporting Interpretations Committee;
- (ii) “**Independent Accountant**” has the meaning given in **section 5.1(a)**;

- (jj) **“Interest”** means, with respect to a Member (i) the limited liability company interest of the Member in the LLC (and by extension the beneficial interest in the Properties and the Other Assets through its interest in the LLC), (ii) the Member’s status as a Member, (iii) all other rights, benefits and privileges enjoyed by a Member as described in the LLC Operating Agreement, and (iv) all obligations, duties and liabilities imposed on a Member under the LLC Operating Agreement in its capacity as a Member (but not in the capacity of the Operator or other capacity). The Interest of a Member shall be reflected as a percentage, reflecting the percentage interest of the Member;
- (kk) **“Lender”** means a bank or other financial institution considering the provision of or, which has provided financial accommodation to, a Party or an Affiliate of a Party;
- (ll) **“LLC”** has the meaning given in **section 2.1(a)**;
- (mm) **“LLC Operating Agreement”** has the meaning given in **section 2.3(c)(iii)**;
- (nn) **“Material Adverse Effect”** means, for a Party, any change in the business, operations, results of operations, affairs, financial condition, assets, properties or liabilities of that Party or its Affiliates which has had or would reasonably be expected to have a material and adverse impact on the business, operations, results of operations, affairs, financial condition, assets, properties or liabilities of that Party or its Affiliates, taken as a whole;
- (oo) **“Member”** means a party that has an Interest, meaning NPR Nevada and the Erickson Member under the LLC Operating Agreement;
- (pp) **“Mineral Rights”** means mineral claims, patented mines, patented mining claims, unpatented mines, unpatented mining claims, lode claims, placer claims, tunnel rights, mill sites, mineral rights, surface rights, prospecting Permits, mine sites, exploration Permits, mining Permits, mining or mineral leases, mineral concessions and other forms of tenure or other rights to Minerals or to work upon land for the purpose of exploring for, developing or extracting Minerals under any form of title recognized under the Applicable Laws, whether contractual, statutory or otherwise, or any interest therein;
- (qq) **“Minerals”** means any and all ores and minerals, precious and base, metallic and non-metallic (and concentrates derived therefrom), in, on, within or under the Properties which may lawfully be explored for, mined and sold;
- (rr) **“Notice”** or **“notice”** has the meaning given in **section 15.1(a)**;
- (ss) **“NPR”** means North Peak Resources Ltd.;
- (tt) **“NPR Financial Statements”** means: (i) the unaudited condensed consolidated financial statements of NPR as at and for the three and nine-month periods ended September 30, 2022 and 2021, together with the notes thereto; and (ii) the audited consolidated financial statements of NPR as at and for each of the fiscal years ended December 31, 2021 and 2020, together with the notes thereto and the auditors’ reports thereon;
- (uu) **“NPR Nevada”** means North Peak (Nevada) Ltd.;
- (vv) **“NPR Public Documents”** means all documents filed by NPR with the British Columbia Securities Commission and the Alberta Securities Commission under Securities Laws (and available for review on SEDAR under NPR’s profile at www.sedar.com) since January 1, 2022;
- (ww) **“Operations”** means every kind of work done, or activity performed by the Operator on or in respect of the Properties including investigating, prospecting, exploring, sampling, assaying, developing, analysing, property maintenance, preparation of reports, estimates and studies, filing assessment work, surveying, designing, equipping improving, construction and mining, milling, concentrating, rehabilitation, reclamation and environmental protection, and any management and administration necessary to conduct the foregoing work or activities;

- (xx) **“Operator”** has the meaning given in **section 6.1**;
- (yy) **“Other Assets”** means those assets listed under “Other Assets” in **Schedule 3**;
- (zz) **“Other Rights”** means any interest in real property, whether freehold, leasehold, license, right of way, easement, entry, right to work, and any other surface, Permit or other right in relation to real property, and any right, license or Permit in relation to the use or diversion of water, but excluding any Mineral Rights;
- (aaa) **“Parties”** means the parties to this Agreement, and **“Party”** means one of such party, or a particular such party, as the context requires;
- (bbb) **“Party Information”** means, at any time, any information that, at that time, concerns or relates to a Party and its Affiliates and their respective businesses and affairs and includes information of a confidential or proprietary nature in respect of such Party, but expressly does not include Business Information;
- (ccc) **“Permit”** or **“Permits”** means any license, permit, certificate, consent, order, grant, approval, classification, registration, exemption, right or other authorization of or from any Governmental Authority in connection with the Properties or Operations, but excluding Other Rights;
- (ddd) **“Permitted Encumbrance”** means any of the following Encumbrances as they relate to the Properties:
- (i) inchoate or statutory liens for Taxes, assessments, royalties, rents or charges not at the time due or payable, or being contested in good faith through appropriate proceedings;
 - (ii) any reservations or exceptions contained in the original grants of land or by applicable statute or the terms of any lease in respect of the Properties or any part thereof;
 - (iii) minor discrepancies in the legal description or acreage of or associated with the Properties, or any adjoining properties which would be disclosed in an up to date survey, and any registered easements and registered restrictions or covenants that run with the land, in either case which do not materially detract from the value of, or materially impair the use of, the Properties for the purpose of conducting and carrying out exploration, development and mining operations thereon;
 - (iv) rights-of-way for or reservations of rights of others for sewers, water lines, gas lines, electric lines, telegraph and telephone lines, and other similar utilities, and zoning by-laws, ordinances, surface access rights or other restrictions as to the use of the Properties, which do not in the aggregate materially detract from the use of the Properties for the purpose of conducting and carrying out exploration, development and mining operations thereon;
 - (v) liens or other rights granted by the owner of the Properties to secure performance of statutory obligations or regulatory requirements (including reclamation obligations) in connection with the Properties, provided such liens or other rights do not in the aggregate materially detract from the use of the Properties for the purpose of conducting and carrying out exploration, development and mining operations thereon;
 - (vi) security deposits or other security given to any Governmental Authority and utilities in the ordinary course of business of such Person;
 - (vii) Encumbrances created or incurred in respect of a project financing after the Formation Date as permitted herein;
 - (viii) undetermined or inchoate liens and charges incidental to current construction or current operation which have not been filed or registered in accordance with applicable law or which

written notice has not at the time been duly given in accordance with applicable law or which relate to obligations not at the time due or delinquent; and

- (ix) such Encumbrances as are registered on title to the Properties as of the Effective Date.
- (eee) “**Person**” includes an individual, general partnership, limited partnership, corporation, company, limited liability company, unincorporated association, unincorporated syndicate, unincorporated organization, joint venture, Governmental Authority, trust, trustee, executor, administrator or other legal representative;
- (fff) “**Personnel**” means:
 - (i) in relation to a Party, any of its or its Affiliates’ directors, officers, employees, agents, consultants, counsel, invitees, Subcontractors (including Subcontractors’ Personnel) and representatives involved either directly or indirectly in the performance of the Party’s obligations under this Agreement; and
 - (ii) in relation to a Subcontractor, any of its directors, officers, employees, agents, consultants, invitees, subcontractors or representatives involved either directly or indirectly in the performance of a Party’s obligations under this Agreement;
- (ggg) “**PM Assets**” has the meaning given in **section 11.2(a)(i)**;
- (hhh) “**PM Entities**” means collectively, Solarljós and Gullsil;
- (iii) “**PM Exploration Data**” means all information and Exploration Data related to the Properties in the possession or under the control of the PM Entities and its Affiliates as at the Start Date;
- (jjj) “**Properties**” means (i) those PM Assets described in **Schedule 3**; and (ii) any present or future renewal, extension, modification, substitution, amalgamation or variation of any of those PM Assets described in **Schedule 3** or Mineral Rights or Other Rights that derive directly from those PM Assets described in **Schedule 3** (whether granting or conferring the same or lesser rights and whether extending over the same or a lesser domain);
- (kkk) “**Regulatory Approval**” means the approval of the TSXV and any other approval from a Governmental Authority in connection with the transactions contemplated in this Agreement;
- (lll) “**Required Disclosure**” has the meaning given in **section 13.2(a)**;
- (mmm) “**Return Right Notice**” has the meaning given in **section 9.2**;
- (nnn) “**Right**” has the meaning given in **section 3.4(a)**;
- (ooo) “**Securities Laws**” means all applicable British Columbia and Alberta securities laws, including the respective regulations, rules, orders and policy statements made thereunder;
- (ppp) “**Solarljós**” means Solarljós, LLC;
- (qqq) “**Solarljós Member**” means each person identified as a member of Solarljós in **Schedule 1, Part A**, and “**Solarljós Members**” means collectively, all of them;
- (rrr) “**Solarljós Water Rights**” means the water rights V-10880, V-10881, V-10882 as recorded in by the State of Nevada Division of Water Resources;¹

¹ Note to NPR: These references being confirmed for accuracy.

- (sss) **"Start Date"** means the date of the receipt of all Regulatory Approvals;
- (ttt) **"Subcontractor"** means any person engaged by a Party to perform any part of that Party's obligations under this Agreement and includes a supplier of that Party;
- (uuu) **"Tax"** or **"Taxes"** means all federal, state, provincial, territorial, regional, county, municipal, local or foreign taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Governmental Authority, including (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, *ad valorem*, transfer, license, profits, windfall profits, environmental, payroll, employment, employer health, pension plan, anti-dumping, countervail or excise tax; (ii) all withholdings on amounts paid to or by the relevant Person; (iii) all employment insurance premiums, government pension plan contributions or premiums; (iv) any fine, penalty, interest, or addition to tax; (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency, or fee; and (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of Applicable Law;
- (vvv) **"Third Party"** means any Person other than a Party hereto or an Affiliate of a Party hereto;
- (www) **"Transfer"** when used as a verb, means to sell, grant, assign, create an Encumbrance, pledge or otherwise convey, or dispose of or commit to do any of the foregoing, or to arrange for substitute performance by an Affiliate or Third Party (except as permitted under this Agreement), either directly or indirectly; and, when used as a noun, means such a sale, grant, assignment, creation of an Encumbrance or pledge or other conveyance or disposition, or such an arrangement; and words such as **"Transferred"** and **"Transferring"** shall have corresponding meanings;
- (xxx) **"TSXV"** means the TSX Venture Exchange;
- (yyy) **"Warrants"** has the meaning given in **section 3.3(a)(iv)**; and
- (zzz) **"Year"** means each period of 12 consecutive months, with the first such period commencing on the Formation Date and each successive period commencing on the next anniversary of the Formation Date

PART B - INTERPRETATION

The following rules of interpretation shall apply in the Agreement unless something in the subject matter or context is inconsistent therewith:

- (a) the singular includes the plural and conversely and a gender includes all genders;
- (b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to a person (including a Party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or Governmental Authority;
- (d) a reference to a section, schedule or annexure is a reference to a section of or a schedule or annexure to this Agreement;
- (e) the words **"herein," "hereof"** and **"hereunder"** and other words of similar import refer to this Agreement as a whole and not to any particular section or other subdivision;
- (f) a reference to any Party includes that Party's executors, administrators, substitutes (including, but not limited to, persons taking by novation), successors and permitted assigns;

- (g) a reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced except to the extent prohibited by this Agreement or that other agreement or document;
- (h) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation, code, by-law, ordinance or statutory instrument issued under it;
- (i) a reference to writing includes an electronic mail transmission and any means of reproducing words in a tangible and permanently visible form;
- (j) a reference to "\$" is to currency of the United States of America;
- (k) the word "**including**" means "**including without limitation**" and "**include**" and, "**includes**" will be construed similarly;
- (l) headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation;
- (m) a provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement;
- (n) a "**day**" shall refer to a calendar day and in calculating all time periods the first day of a period is not included and the last day is included and in the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day which is a Business Day;
- (o) all calculations and computations made pursuant to this Agreement shall be carried out in accordance with IFRS consistently applied to the extent that such principles are not inconsistent with the provisions of this Agreement;
- (p) the words "**written**" or "**in writing**" include printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception, including email;
- (q) where the phrase "**to the best of the knowledge of the PM Entities, the Solarljøs Members, the Gullsil Members and/or the Erickson Member**" or similar expressions are used it is deemed to refer to the actual knowledge of Ty Erickson and Ari Erickson, which includes the knowledge that matters regarding property and claim boundaries and confirmation of such matters are subject to the uncertainty of the currently regulatory and adjudication systems; and
- (r) a reference to a thing (including a right, obligation or concept) includes a part of that thing but nothing in this Part 2 – Interpretation, subsection (r) implies that performance of part of an obligation constitutes performance of the obligation.

SCHEDULE 3 - PM ASSETS DESCRIPTION

Part A - Mineral Rights

All rights (including, without limitation, Mineral Rights) that apply to the following (unless otherwise indicated below):

PATENTED MINING CLAIMS							
Claim Name / ID	Parcel (Eureka County Assessor)	Survey Number (MS SRV NO)	Labels	Land Location	Current Claim Owner	Ownership Percentage (%) / Fraction	Comment
Antelope	009-330-01	215	Antelope MS215		Solarljios LLC	100%	
Apache	009-330-01	178	Apache MS178		Solarljios LLC	100%	
Avon	009-330-01	243	Avon - 85% MS243		Solarljios LLC	85%	
Banner	009-330-01	156	Banner MS156		Solarljios LLC	100%	
Cloud	009-330-01	194	Cloud MS194		Solarljios LLC	100%	
Clyde	009-330-01	129	Clyde MS129		Solarljios LLC	100%	
Compass	009-330-01	302	Compass - 9/16 MS302	T.18N.R.53E	Solarljios LLC	9/16	
Daylesford	009-330-01	264A	Daylesford MS264A		Solarljios LLC	100%	
Daylesford Mill Site	009-250-07	264B	Daylesford Mill Site MS264B		Solarljios LLC	100%	
Dead Broke	009-330-01	191	Dead Broke MS191		Solarljios LLC	100%	
Delaware	009-330-01	157	Delaware MS157		Solarljios LLC	100%	
Diamond	009-330-01	221	Diamond MS221		Solarljios LLC	100%	
East Oakland	009-330-01	186	East Oakland MS186	T.18N.R.53E	Solarljios LLC	100%	
Eldorado No.2	009-260-11	140	Eldorado No.2 - 1/8 MS140		Solarljios LLC	1/8	
Excelsior	009-330-01	181	Excelsior MS181		Solarljios LLC	100%	
Excelsior & Caslo Zeno	009-330-01	142	Excelsior & Caslo Zeno MS142	T.18N.R.53E	Solarljios LLC	100%	
Fanny & Frankie Scott	009-330-01	198	Fanny & Frankie Scott MS198		Solarljios LLC	100%	
Fourth of July	009-330-01	82	Fourth of July MS82	T.18N.R.53E	Solarljios LLC	100%	
Gas Light	009-330-01	145	Gas Light MS145	T.18N.R.53E	Solarljios LLC	100%	
General Washington	009-330-01	128A	General Washington MS128A		Solarljios LLC	100%	
Gore	009-330-01	162	Gore MS162		Solarljios LLC	100%	
Hawkeye	009-330-01	223	Hawkeye MS223		Solarljios LLC	100%	
Hibernia	009-330-01	311	Hibernia MS311		Solarljios LLC	100%	
Hugenot	009-330-01	115	Hugenot MS115	T.18N.R.53E	Solarljios LLC	100%	
Ida	009-330-01	199	Ida MS199		Solarljios LLC	100%	
Kit Carson	009-330-01	163	Kit Carson MS163		Solarljios LLC	100%	
Krao	009-330-01	319	Krao MS319		Solarljios LLC	100%	

PATENTED MINING CLAIMS							
Claim Name / ID	Parcel (Eureka County Assessor)	Survey Number (MS SRV NO)	Labels	Land Location	Current Claim Owner	Ownership Percentage (%) / Fraction	Comment
Lantern	009-330-01	183	Lantern MS183	T.18N.R.53E	Solarljios LLC	100%	
Laral	009-330-01	188	Laral - 50% MS188		Solarljios LLC	50%	
Lena	009-330-01	303	Lena - 9/16 MS303	T.18N.R.53E	Solarljios LLC	9/16	
Lizzie L	009-330-01	224	Lizzie L MS224		Solarljios LLC	100%	
Madrid	009-330-01	166	Madrid MS166		Solarljios LLC	100%	
Manhattan	009-330-01	179	Manhattan - 62 1/2 MS179		Solarljios LLC	62 1/2	
May Day Queen	009-330-01	144	May Day Queen MS144	T.18N.R.53E	Solarljios LLC	100%	
McNaughton	009-330-01	171	McNaughton MS171		Solarljios LLC	100%	
Metamoras	009-330-01	127A	Metamoras MS127A		Solarljios LLC	100%	
Metamoras Mill Site	009-250-07	127B	Metamoras Mill Site MS127B		Solarljios LLC	100%	
Miland	009-260-11	132&135	Miland 132&135		Solarljios LLC	100%	
Morris	009-330-01	169A	Morris MS169A		Solarljios LLC	100%	
Napa	009-260-11	320	Napa MS320		Solarljios LLC	100%	only mineral rights and activities authorized in the permit as well as unrestricted access
New Years	009-330-01	193	New Years MS193		Solarljios LLC	100%	
Old Put	009-330-01	245A	Old Put MS245A		Solarljios LLC	100%	
Oversight	009-330-01	282	Oversight MS282		Solarljios LLC	100%	
Ozark	009-330-01	158	Ozark MS158		Solarljios LLC	100%	
Pioneer	009-330-01	177	Pioneer - 75% MS177		Solarljios LLC	75%	
Republic	009-330-01	296	Republic MS296		Solarljios LLC	100%	
Sage Brush	009-330-01	185	Sage Brush 185	T.18N.R.53E	Solarljios LLC	100%	
San Jose	009-330-01	182	San Jose MS182		Solarljios LLC	100%	
Silver Conner 50%	009-330-01	187	Silver Conner 50% MS187		Solarljios LLC	50%	
Star of Eureka	009-330-01	312	Star of Eureka MS312		Solarljios LLC	100%	
Sunset	009-330-01	205	Sunset-1/8 MS205		Solarljios LLC	1/8	
Welch King	009-330-01	184	Welch King MS184	T.18N.R.53E	Solarljios LLC	100%	
Whip Poor Will	009-330-01	168	Whip Poor Will MS168	T.18N.R.53E	Solarljios LLC	100%	
Williams	009-330-01	170	Williams MS170		Solarljios LLC	100%	
Young Mable	009-330-01	263	Young Mable MS263		Solarljios LLC	100%	

UNPATENTED MINING CLAIMS

Claim Name / ID	BLM Serial Number	BLM Lead File Number	BLM Legacy Serial Number	BLM Legacy Lead File Number	Current Claim Owner	Ownership Percentage (%) / Fraction	Date Claims Staked	Land Location			Comment
								Quad.	Sec.	Meridian / Township/ Range	
OMEGA 2	NV101301374	NV101301374	NMC798890	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
WABASH 4	NV101301494	NV101301494	NMC798884	NMC798862	Solarljios LLC	100%	1998-10-25	NE	033	21 0190N 0530E	
WABASH 8	NV101302250	NV101302250	NMC798888	NMC798862	Solarljios LLC	100%	1998-10-25	NE	033	21 0190N 0530E	
OMEGA 4	NV101303364	NV101303364	NMC798892	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
EX 1	NV101343653	NV101343653	NMC1062110	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 2	NV101343654	NV101343654	NMC1062111	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	028	21 0190N 0530E	
EX 3	NV101343655	NV101343655	NMC1062112	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 4	NV101343656	NV101343656	NMC1062113	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 5	NV101343657	NV101343657	NMC1062114	NMC1062110	Solarljios LLC	100%	2011-10-03	NW	033	21 0190N 0530E	
EX 7	NV101343658	NV101343658	NMC1062115	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	032	21 0190N 0530E	
EX 8	NV101343659	NV101343659	NMC1062116	NMC1062110	Solarljios LLC	100%	2011-10-03	NW	033	21 0190N 0530E	
EX 9	NV101343660	NV101343660	NMC1062117	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 10	NV101343661	NV101343661	NMC1062118	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 11	NV101343662	NV101343662	NMC1062119	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 12	NV101343663	NV101343663	NMC1062120	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 13	NV101343664	NV101343664	NMC1062121	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	032	21 0190N 0530E	
EX 14	NV101343665	NV101343665	NMC1062122	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	032	21 0190N 0530E	
EX 15	NV101343666	NV101343666	NMC1062123	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	033	21 0190N 0530E	
EX 16	NV101343667	NV101343667	NMC1062124	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 17	NV101343668	NV101343668	NMC1062125	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 18	NV101344891	NV101344891	NMC1062126	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 19	NV101344892	NV101344892	NMC1062127	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 20	NV101344893	NV101344893	NMC1062128	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	033	21 0190N 0530E	
EX 21	NV101344894	NV101344894	NMC1062129	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	032	21 0190N 0530E	
EX 22	NV101344895	NV101344895	NMC1062130	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	032	21 0190N 0530E	
EX 23	NV101344896	NV101344896	NMC1062131	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	033	21 0190N 0530E	
EX 24	NV101344897	NV101344897	NMC1062132	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 25	NV101344898	NV101344898	NMC1062133	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 26	NV101344899	NV101344899	NMC1062134	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 27	NV101344900	NV101344900	NMC1062135	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 28	NV101344901	NV101344901	NMC1062136	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	033	21 0190N 0530E	
EX 29	NV101344902	NV101344902	NMC1062137	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	032	21 0190N 0530E	
EX 30	NV101344903	NV101344903	NMC1062138	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	032	21 0190N 0530E	
EX 31	NV101344904	NV101344904	NMC1062139	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	033	21 0190N 0530E	

UNPATENTED MINING CLAIMS

Claim Name / ID	BLM Serial Number	BLM Lead File Number	BLM Legacy Serial Number	BLM Legacy Lead File Number	Current Claim Owner	Ownership Percentage (%) / Fraction	Date Claims Staked	Land Location			Comment
								Quad.	Sec.	Meridian / Township/ Range	
EX 32	NV101344905	NV101344905	NMC1062140	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 33	NV101344906	NV101344906	NMC1062141	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 35	NV101344907	NV101344907	NMC1062143	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	009	21 0180N 0530E	
EX 36	NV101344908	NV101344908	NMC1062144	NMC1062110	Solarljios LLC	100%	2011-10-03	NW	010	21 0180N 0530E	
EX 37	NV101344909	NV101344909	NMC1062145	NMC1062110	Solarljios LLC	100%	2011-10-03	NW	010	21 0180N 0530E	
EX 38	NV101344910	NV101344910	NMC1062146	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	009	21 0180N 0530E	
EX 41	NV101344911	NV101344911	NMC1062149	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	010	21 0180N 0530E	
EX 42	NV101346112	NV101346112	NMC1062150	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	010	21 0180N 0530E	
EX 43	NV101346113	NV101346113	NMC1062151	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	010	21 0180N 0530E	
EX 44	NV101346114	NV101346114	NMC1062152	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	009	21 0180N 0530E	
AUGUST 1	NV101348186	NV101348186	NMC798898	NMC798862	Solarljios LLC	100%	1998-10-24	SW	034	21 0190N 0530E	
HUCKLEBERRY	NV101401834	NV101401834	NMC798862	NMC798862	Solarljios LLC	100%	1998-10-23	NE	034	21 0190N 0530E	
HILLSIDE 6	NV101451434	NV101451434	NMC798878	NMC798862	Solarljios LLC	100%	1998-10-25	NW	034	21 0190N 0530E	
WABASH 3	NV101451729	NV101451729	NMC798883	NMC798862	Solarljios LLC	100%	1998-10-25	NE	033	21 0190N 0530E	
WABASH 5	NV101452917	NV101452917	NMC798885	NMC798862	Solarljios LLC	100%	1998-10-28	NE	033	21 0190N 0530E	
WABASH	NV101454223	NV101454223	NMC798880	NMC798862	Solarljios LLC	100%	1998-10-23	NW	034	21 0190N 0530E	
BALTIC	NV101455163	NV101455163	NMC798864	NMC798862	Solarljios LLC	100%	1998-10-24	NW	003	21 0180N 0530E	
OPHIR 4	NV101455370	NV101455370	NMC798908	NMC798862	Solarljios LLC	100%	1998-10-28	NE	010	21 0180N 0530E	
PARNELL	NV101455474	NV101455474	NMC798871	NMC798862	Solarljios LLC	100%	1998-10-24	NW	003	21 0180N 0530E	
NEVADA	NV101456082	NV101456082	NMC798867	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
HILLSIDE 3	NV101458397	NV101458397	NMC798875	NMC798862	Solarljios LLC	100%	1998-10-23	NE	034	21 0190N 0530E	
GROVER CLEVELAND	NV101458861	NV101458861	NMC798869	NMC798862	Solarljios LLC	100%	1998-10-24	SW	034	21 0190N 0530E	
OMEGA 8	NV101459678	NV101459678	NMC798896	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
AUGUST	NV101478451	NV101478451	NMC798897	NMC798862	Solarljios LLC	100%	1998-10-24	SW	034	21 0190N 0530E	
OMEGA 1	NV101479296	NV101479296	NMC798889	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
FOURTH OF JULY FRAC	NV101480194	NV101480194	NMC798863	NMC798862	Solarljios LLC	100%	1998-10-28	NE	003	21 0180N 0530E	
NORTHERN LIGHT	NV101491254	NV101491254	NMC798866	NMC798862	Solarljios LLC	100%	1998-10-24	SE	034	21 0190N 0530E	
AUGUST 9	NV101492037	NV101492037	NMC798903	NMC798862	Solarljios LLC	100%	1998-10-28	NW	003	21 0180N 0530E	
OPHIR 1	NV101492102	NV101492102	NMC798905	NMC798862	Solarljios LLC	100%	1998-10-28	NW	003	21 0180N 0530E	
OMEGA 6	NV101494464	NV101494464	NMC798894	NMC798862	Solarljios LLC	100%	1998-10-24	SW	034	21 0190N 0530E	
HILLSIDE 4	NV101504544	NV101504544	NMC798876	NMC798862	Solarljios LLC	100%	1998-10-23	NE	034	21 0190N 0530E	
LEVIATHAN	NV101522074	NV101522074	NMC798870	NMC798862	Solarljios LLC	100%	1998-10-24	SW	034	21 0190N 0530E	

UNPATENTED MINING CLAIMS

Claim Name / ID	BLM Serial Number	BLM Lead File Number	BLM Legacy Serial Number	BLM Legacy Lead File Number	Current Claim Owner	Ownership Percentage (%) / Fraction	Date Claims Staked	Land Location			Comment
								Quad.	Sec.	Meridian / Township/ Range	
UTAH	NV101525020	NV101525020	NMC798868	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
HILLSIDE	NV101525681	NV101525681	NMC798872	NMC798862	Solarljios LLC	100%	1998-10-23	NW	034	21 0190N 0530E	
WABASH 1	NV101540858	NV101540858	NMC798881	NMC798862	Solarljios LLC	100%	1998-10-28	NE	033	21 0190N 0530E	
WABASH FRACTION	NV101544890	NV101544890	NMC798879	NMC798862	Solarljios LLC	100%	1998-10-23	NW	034	21 0190N 0530E	
PMJV 3	NV101578368	NV101578368	NMC817579	NMC817577	Solarljios LLC	100%	2000-06-21	NW	034	21 0190N 0530E	
PMJV 4	NV101578369	NV101578369	NMC817580	NMC817577	Solarljios LLC	100%	2000-06-24	NW	003	21 0180N 0530E	
PMJV 5	NV101578370	NV101578370	NMC817581	NMC817577	Solarljios LLC	100%	2000-06-08	NE	034	21 0190N 0530E	
PMJV 6	NV101578371	NV101578371	NMC817582	NMC817577	Solarljios LLC	100%	2000-06-24	NE	003	21 0180N 0530E	
PMJV 10	NV101578372	NV101578372	NMC817586	NMC817577	Solarljios LLC	100%	2000-06-20	NE	033	21 0190N 0530E	
PMJV 14	NV101578373	NV101578373	NMC817590	NMC817577	Solarljios LLC	100%	2000-07-07	SE	003	21 0180N 0530E	
PMJV 16	NV101578374	NV101578374	NMC817592	NMC817577	Solarljios LLC	100%	2000-07-14	NW	003	21 0180N 0530E	
WABASH 2	NV101600574	NV101600574	NMC798882	NMC798862	Solarljios LLC	100%	1998-10-25	NE	033	21 0190N 0530E	
OMEGA 3	NV101600931	NV101600931	NMC798891	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
WABASH 6	NV101601972	NV101601972	NMC798886	NMC798862	Solarljios LLC	100%	1998-10-28	NE	033	21 0190N 0530E	
EX 50	NV101746670	NV101746670	NMC1078470	NMC1078470	Solarljios LLC	100%	2012-09-04	NW	003	21 0180N 0530E	
GAP 7	NV101746671	NV101746671	NMC1078471	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	003	21 0180N 0530E	
GAP 9	NV101746672	NV101746672	NMC1078472	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	003	21 0180N 0530E	
GAP 10	NV101746673	NV101746673	NMC1078473	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	003	21 0180N 0530E	
GAP 11	NV101746674	NV101746674	NMC1078474	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	003	21 0180N 0530E	
GAP 12	NV101746675	NV101746675	NMC1078475	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	003	21 0180N 0530E	
GAP 13	NV101746676	NV101746676	NMC1078476	NMC1078470	Solarljios LLC	100%	2012-09-04	NW	002	21 0180N 0530E	
GAP 16	NV101746677	NV101746677	NMC1078477	NMC1078470	Solarljios LLC	100%	2012-09-04	NW	034	21 0190N 0530E	
PMJV1	NV101746678	NV101746678	NMC1078478	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	033	21 0190N 0530E	
PMJV2	NV101746679	NV101746679	NMC1078479	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	004	21 0180N 0530E	
PMJV7	NV101746680	NV101746680	NMC1078480	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	033	21 0190N 0530E	
PMJV8	NV101746681	NV101746681	NMC1078481	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	033	21 0190N 0530E	
PMJV9	NV101746682	NV101746682	NMC1078482	NMC1078470	Solarljios LLC	100%	2012-09-04	NW	034	21 0190N 0530E	
PMJV13	NV101746683	NV101746683	NMC1078483	NMC1078470	Solarljios LLC	100%	2012-09-04	SW	003	21 0180N 0530E	
PMJV15	NV101747106	NV101747106	NMC1078484	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	033	21 0190N 0530E	
PMJV17	NV101747107	NV101747107	NMC1078485	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	003	21 0180N 0530E	
SSV 198	NV101747108	NV101747108	NMC1078486	NMC1078470	Solarljios LLC	100%	2012-09-04	NW	003	21 0180N 0530E	
SSV 199	NV101747109	NV101747109	NMC1078487	NMC1078470	Solarljios LLC	100%	2012-09-04	NW	003	21 0180N 0530E	
SSV 200	NV101747110	NV101747110	NMC1078488	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	004	21 0180N 0530E	
SSV 201	NV101747111	NV101747111	NMC1078489	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	004	21 0180N 0530E	

UNPATENTED MINING CLAIMS

Claim Name / ID	BLM Serial Number	BLM Lead File Number	BLM Legacy Serial Number	BLM Legacy Lead File Number	Current Claim Owner	Ownership Percentage (%) / Fraction	Date Claims Staked	Land Location			Comment
								Quad.	Sec.	Meridian / Township/ Range	
OMEGA 7	NV101752890	NV101752890	NMC798895	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
OMEGA 5	NV101755468	NV101755468	NMC798893	NMC798862	Solarljios LLC	100%	1998-10-23	SE	034	21 0190N 0530E	
OPHIR 3	NV101757806	NV101757806	NMC798907	NMC798862	Solarljios LLC	100%	1998-10-24	NE	003	21 0180N 0530E	

Part B - Other Rights

All Other Rights attaching to the Mineral Claims indicated in "Part A – Mineral Rights" above, other than the vested water rights attaching to the Napa patented Mineral Claim (survey 320).

Part C - Other Assets

Any additional equipment to be contributed to the LLC to be determined by mutual agreement of the Parties.

Part D - Permits

- Plan of Operations titled *Prospect Mountain Project Plan of Operations and Reclamation Permit Application (NVN-092893 (Project))* approved by the Bureau of Land Management on July 12, 2019.
- Finding of No Significant Impact (FONSI) by Bureau of Land Management (Case File Number: NVN-092893) dated July 12, 2019.
- Water Pollution Control Permit NEV2017108 to Gullsil, LLC dated effective January 21, 2020 issued by the Nevada Division of Environmental Protection pursuant to a Notice of Decision dated January 6, 2019.

SCHEDULE 4 – FORM OF LLC OPERATING AGREEMENT

[starting on next page]

COPY

LLC OPERATING AGREEMENT OF [INSERT NAME OF NEVADA LLC]

THIS LLC OPERATING AGREEMENT (the “Agreement”) made as of the [insert day] day of [insert month], 2023.

AMONG:

NORTH PEAK (NEVADA) LTD., a corporation incorporated under the laws of Nevada (“NPR Nevada”)

AND:

SOLARLJOS, LLC, a limited liability company established under the laws of Nevada (the “Erickson Member”)

INTRODUCTION

- A. [insert name of Nevada LLC] (this “LLC”) has been formed in accordance with the Agreement to Form Venture dated May [insert date], 2023 (the “Venture Agreement”), which includes amongst other parties to that agreement, NPR Nevada and the Erickson Member.
- B. This LLC has been formed for the purpose of owning and exploring the Properties and conducting Operations as contemplated in this Agreement.

IN CONSIDERATION OF, among other things, the mutual promises contained in this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise expressly requires, capitalized words and phrases used in this Agreement, the Schedules hereto and in all notices and communications to be made pursuant to this Agreement will have the meanings set out in the Venture Agreement, *mutatis mutandis*, unless otherwise defined elsewhere in this Agreement.

1.2 Interpretation

Unless the context otherwise expressly requires, this Agreement will be interpreted in accordance with Part B of Schedule 2 of the Venture Agreement, *mutatis mutandis*, unless otherwise set forth elsewhere in this Agreement.

1.3 Governing Law

- (a) This Agreement is solely governed by the law in force in the state of Nevada and the federal laws of the United States applicable therein (but without giving effect to any conflict of law rules) and without reference to the laws of any other jurisdiction.
- (b) Subject to section 9.2, each Party:
 - (i) irrevocably and unconditionally submits to and accepts the exclusive jurisdiction of the Judicial District Court of the State of Nevada with carriage of matters arising in the County of Eureka, Nevada at the time such matter is first filed with such court, and any court that may hear appeals from any of those courts, for any proceeding in connection with this Agreement, subject to the right to enforce a judgement obtained in any of those courts in any other jurisdiction; and

- (ii) irrevocably waives any objection to the venue of any legal process commenced in the Judicial District Court of the State of Nevada with carriage of matters arising in the County of Eureka, Nevada at the time such matter is first filed with such court on any basis including that the process has been brought in an inconvenient forum.

ARTICLE 2 THE LLC

2.1 Formation

LLC has been duly organized under the Nevada Limited Liability Company Act, codified in the Nevada Revised Statutes, Chapter 86, *et seq.* (the “**Act**”), by the filing of its Articles of Organization (as defined in the Act) in the Office of the Secretary of the State of Nevada by an authorized person. The Members agree that their rights relating to the LLC, the Properties and Operations shall be subject to and governed by this Agreement. To the fullest extent permitted by the Act, this Agreement shall control as to any conflict between this Agreement and the Act or as to any matter provided for in this Agreement that also is provided for in the Act.

2.2 Name

The name of the LLC shall be “[insert name]”. The Operator shall accomplish any filings or registration required by jurisdictions in which the LLC conducts its Operations.

2.3 Purposes

The LLC is formed for the purpose of carrying out all such acts which are necessary or appropriate, directly or indirectly, to:

- (a) use, explore and exploit the Properties and other assets of the LLC, provided that the Properties and other assets will be used and exploited by the Operator for the benefit of all Participants and must be held, used, dealt with or applied solely for the purposes of the LLC or as otherwise permitted under this Agreement;
- (b) explore the Properties for Minerals, with the goal of building Mineral reserves and resources through exploration work programs (“**Programs**”) conducted by the Operator and approved in accordance with Article 6; and
- (c) carry out any other activity in connection with or incidental to any of the foregoing.

2.4 The Members

The Operator shall maintain a register containing the name, business address, Interests and representatives of each Member, updated to reflect changes of address, changes in Interests and other changes in accordance with this Agreement, and shall provide the updated register to any Member promptly after the written request of the Member.

2.5 Limited Liability

The liability of each Member shall be limited as provided by the Act. No Member or the Operator, or any combination, shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation or liability of the Company, whether such debt, obligation or liability arises in contract, tort or otherwise, solely by reason of being a Member or the Operator or any combination.

2.6 Term

The LLC has perpetual existence; provided, that the LLC shall be dissolved upon the unanimous written agreement of the Members or upon the occurrence of any other event requiring dissolution under the Act.

2.7 Registered Agent; Offices

The initial registered office and registered agent of the LLC are in the LLC's Articles of Organization. The Operator may from time to time designate a successor registered office and registered agent and may amend the certificate of formation of the LLC to reflect the change without the approval of the Members. The location of the principal place of business of the LLC shall be the Operator's principal place of business or other location selected by the Operator.

2.8 Liquidation

- (a) A vote of the members to dissolve per Section 5.2(c) shall constitute a liquidating event.
- (b) Should a liquidation event occur, the LLC shall then be liquidated and its affairs shall be wound up, including preparation of final financial statements and an accounting by (or at the direction of) the Operator. All proceeds from the liquidation shall be distributed in accordance with state law, and all LLC units shall, thereafter, be canceled. Distributions to the Members shall be made in accordance, and proportion, with the Members' relative capital account balances.
- (c) Final distributions to Members shall not be made until all liabilities have been satisfied and any contingent claims against the LLC have been resolved.
- (d) Upon the completion of the liquidation and distribution of the LLC's assets, the LLC shall be terminated and the Operator shall cause the company to execute and file a certificate of cancellation in accordance with state law. The initial registered office and registered agent of the LLC are in the LLC's Articles of Organization. The Operator may from time to time designate a successor registered office and registered agent and may amend the certificate of formation of the LLC to reflect the change without the approval of the Members. The location of the principal place of business of the LLC shall be the Operator's principal place of business or other location selected by the Operator.

2.9 Books and Records

Each LLC Member shall have the right to inspect the books and records of the LLC during normal business hours after the giving of reasonable notice of this intent to the LLC custodian of said documents and information; however, each Member gaining access to the books and records of the LLC shall hold this information confidential and only use LLC information for the furtherance of LLC business and interests or for making investment decisions regarding the Member's LLC interest. Upon withdrawal or departure as a Member of an LLC, that Member shall deliver all LLC books and records in its possession to the remaining LLC Members or managers. Notwithstanding the foregoing, the Parties acknowledge and agree that NPR is a publicly traded company and may be required to utilize such books and records and the documents and information contained therein in connection with the preparation and public filing of its continuous disclosure documents required to be publicly filed by NPR in accordance with applicable securities laws and the Policies of the TSXV.

2.10 Fiscal year

Initially, the LLC's fiscal year shall be the calendar year, but may be changed in subsequent years if agreed to by Members having a majority in interest and if allowed under Applicable Law.

2.11 Tax Benefits

NPR Nevada may claim all tax benefits, write-offs, and deductions with respect to all Exploration Expenditures (as defined in the Venture Agreement) incurred or paid hereunder by NPR Nevada whether for the account of NPR Nevada or on account of the LLC or the interests in the LLC.

ARTICLE 3 INTERESTS

3.1 Interests

- (a) The initial Interest of NPR Nevada is 80%.
- (b) The Interest of the Erickson Member is 20%; however, the Erickson Member will not be required to assume any liabilities, provide any indemnities or guarantees or make any commitments or contributions to or for the benefit of the LLC or the Operator or Operations on account of its 20% Interest beyond those required under the Venture Agreement.

3.2 Contributions

- (a) The contributions of each Member are as set forth in the Venture Agreement.
- (b) Title to the Properties and the Assets of the LLC shall be held by LLC through its subsidiaries Gullsil, LLC and **[insert name of Claims LLC]**.
- (c) The capital structure of the LLC shall consist of one class of LLC units each having equal rights under all provisions of this Agreement.
- (d) Except upon the dissolution and liquidation of the LLC as set forth herein, no Member shall have the right to withdraw its capital contributions. Furthermore, no interest shall be paid upon any Member's capital account.
- (e) A capital account will be established and maintained for each Member.

3.3 Changes in Interests and the Right

The Interests of the Members shall be adjusted, recalculated and eliminated as follows:

- (a) upon acquisition by either Member of part or all of the Interest of the other Member, however arising;
- (b) if NPR or NPR Nevada, as applicable, exercises the Right in accordance with section 3.4 of the Venture Agreement, with the result that NPR or NPR Nevada, as applicable, will acquire the 20% Interest held by the Erickson Member and thereafter hold 100% of the legal and beneficial Interests in the LLC (and by extension, in and to the Properties);
- (c) if NPR or NPR Nevada, as applicable, does not exercise the Right in accordance with section 3.4 of the Venture Agreement, with the result that after the Erickson Member returns to NPR the Common Shares that have been issued to it to that time, NPR Nevada's 80% Interest will be transferred and assigned to the Erickson Member in accordance with the terms of the Venture Agreement;
- (d) if the "Reversion Right" referred to in section 9.1 of the Venture Agreement shall be completed in accordance with section 9.1 of the Venture Agreement, with the result that after the Erickson Member returns to NPR the Common Shares that have been issued to it to that time, NPR Nevada's 80% Interest will be transferred and assigned to the Erickson Member; and
- (e) if the "Return Right" referred to in section 9.2 of the Venture Agreement shall be completed in accordance with section 9.2 of the Venture Agreement, with the result that after the Erickson Member returns to NPR the Common Shares that have been issued to it to that time, NPR Nevada's 80% Interest will be transferred and assigned to the Erickson Member.

ARTICLE 4 RELATIONSHIP OF THE MEMBERS

4.1 Limited Authority of Members

No Member is an agent of the LLC solely by virtue of being a Member, and no Member has authority to act for the LLC solely by virtue of being a Member. This section 4.1 supersedes any authority granted to the Members pursuant to the Act. Any Member that takes any action or binds the LLC in violation of this section 4.1 shall be solely responsible for any loss and expense incurred by the LLC as a result of the unauthorized action and shall indemnify and hold the LLC harmless with respect to the loss or expense.

4.2 Taxes

- (a) The LLC shall be treated as a partnership for federal income tax purposes, and no Member shall take any action to alter such treatment.
- (b) To the extent permissible under applicable law, the relationship of the Members shall be treated for state income tax purposes in the same manner as it is for federal income tax purposes.

4.3 Other Business Opportunities

Each Member shall have the right to engage in and receive full benefits from any independent business activities or operations, whether or not competitive with the LLC, without consulting with, or obligation to, the other Member or the LLC. The doctrines of "corporate opportunity" or "business opportunity" shall not be applied to the business of the LLC nor to any other activity or operation of any Member. No Member shall have any obligation to the LLC or any other Member with respect to any opportunity to acquire any property located at least five (5) miles from the outer boundaries of the Properties at any time.

4.4 Waiver of Rights to Partition or Other Division of Properties and Assets

The Members hereby waive and release all rights of partition, or of sale in lieu thereof, or other division of the Properties and Assets of the LLC, including any such rights provided by Applicable Law.

4.5 Bankruptcy of a Member

A Member shall cease to have any power as a Member or Operator or any voting rights or rights of approval hereunder upon bankruptcy, insolvency, dissolution or assignment for the benefit of creditors of such Member.

4.6 Implied Covenants

There are no implied covenants contained in this Agreement other than those of good faith and fair dealing.

4.7 Certificates of Interest

- (a) The Interests shall be represented by a certificate of membership, such certificate constituting a "security" for purposes of Article 8 of the Uniform Commercial Code. The exact contents of a certificate of membership may be determined by action of the Operator but will be issued substantially in conformity with the following requirements. The certificates of membership will be respectively numbered serially, as they are issued, and will be signed by the Operator or authorized officer of LLC. Each certificate of membership will state the name of the LLC, the fact that the LLC is organized under the laws of the State of Nevada as a limited liability company, the name of the Member to whom issued, the date of issue and the Interests represented thereby. Each certificate of membership will be otherwise in such form as may be determined by the Operator.
- (b) All certificates of membership surrendered to the LLC for transfer will be cancelled and no new certificates of membership will be issued in lieu thereof until the former certificates for a like number of Interests will have been surrendered and cancelled, except as herein provided with respect to lost, stolen, or destroyed certificates.

- (c) Any Member claiming that its certificate of membership is lost, stolen, or destroyed may make an affidavit or affirmation of that fact and request a new certificate. Upon the giving of a satisfactory indemnity to the LLC as reasonably required by the Operator, a new certificate may be issued of the same tenor and representing the same Interest as was represented by the certificate alleged to be lost, stolen, or destroyed.

4.8 Indemnities

The LLC may, and shall have the power to, indemnify and hold harmless any Member or Operator or other person from and against any and all claims and demands whatsoever arising from or related to the business of the LLC, the LLC or a Member's membership in the LLC, other than claims arising from the gross negligence, bad faith or willful misconduct of such Member, Operator or other person.

4.9 No Third-Party Beneficiary Rights

This Agreement shall be construed to benefit the Members and their respective successors and assigns only and shall not be construed to create third party beneficiary rights in any other party or in any governmental organization or agency.

ARTICLE 5 FRAMEWORK FOR MANAGEMENT AND OPERATIONS

5.1 Operator

- (a) The Members hereby appoint NPR Nevada as the Operator of the LLC (the "**Operator**") and the Members will collaborate for the purpose of carrying out all such acts where necessary or appropriate to enable NPR Nevada to act as the Operator. The Operator shall be deemed the "Manager" of the LLC, as defined in the Act.
- (b) The Operator will be responsible for carrying out Operations and adopted Programs until termination of this Agreement.
- (c) NPR Nevada may resign as Operator at any time by providing 90 days' notice to the Members and appointing any Affiliate of NPR Nevada as its successor.
- (d) NPR Nevada shall resign as Operator if the Venture Agreement is terminated pursuant to sections 10.1(a), (b), (c), (d) or (e) thereof and in such event the Erickson Member will be deemed to be the Operator.
- (e) It is the intention of the parties that Ari Erickson will be consulted on day to day operations and material decisions regarding the LLC. Ari Erickson will be provided with sufficient information on a timely basis so as to participate in such discussions. While the Operator may consider Ari Erickson's comments and advice, the ultimate responsibility and decision making authority for the Operations and the LLC remains with the Operator and the Members, as applicable.

5.2 Matters Requiring Member Approval

Notwithstanding anything herein to the contrary, the following actions shall require the prior written approval of all Members:

- (a) any merger or acquisition whereby the LLC acquires or merges with or into another party;
- (b) any debt or royalty financing encumbering the Properties or Assets of the LLC other than encumbrances in the ordinary course of business and not exceeding \$100,000 in aggregate;
- (c) any dissolution pursuant to section 2.6;

- (d) sale of all or substantially all of the assets of the business of the LLC;
- (e) change of the business purpose of the LLC;
- (f) conversion of the LLC to a different type of entity;
- (g) any related party transactions;
- (h) any admission of new members or issuance of any new equity interests;
- (i) any compensation paid to the Operator;
- (j) instigating, responding to or settling litigation or other material claims involving the LLC;
- (k) any modification to this Agreement;
- (l) filing of a petition or commencing other proceedings seeking reorganization, liquidation, arrangement or other similar relief in respect of the LLC under any federal or state law relating to bankruptcy or insolvency;
- (m) the removal of any Member; and
- (n) encumbering LLC property.

5.3 Authority of Operator

Subject to this Agreement, the Operator will have:

- (a) full physical possession and control of the Properties and all powers and authorities necessary or desirable to enable it to carry out or procure the carrying out of all Operations;
- (b) without limiting section 5.3(a) but subject to section 5.6, the sole and exclusive right to:
 - (i) enter in, under or upon the Properties and to conduct the Operations and related activities on the Properties;
 - (ii) exclusive and quiet possession of the Properties;
 - (iii) bring upon and erect upon the Properties buildings, plants, machinery and equipment as it may deem advisable;
 - (iv) remove from the Properties and dispose of, reasonable quantities of Minerals for the purpose of obtaining assays or making other tests; and
 - (v) manage, direct, control and do such prospecting, exploration, development or production on and under the Properties as considered necessary or desirable; and
- (c) authority to determine overall policies, objectives, procedures, methods and actions applicable to the LLC and the Properties and Assets of the LLC under this Agreement.

5.4 Operator's Obligations

During the term of this Agreement, the Operator will:

- (a) keep the Members reasonably informed as to the status of the Operations;

- (b) cause the LLC and itself to comply with its obligations under the Venture Agreement;
- (c) conduct all Operations in a good workmanlike and efficient manner consistent with sound exploration, engineering, mining and other applicable industry standards and practices and in material compliance with any Applicable Law (including Anti-Bribery Laws) and the terms and provisions of any applicable Permits;
- (d) pay all Exploration Expenditures incurred as and when due and payable and carry out adopted Programs;
- (e) keep the Properties in good standing as required by Applicable Law by payment of Taxes or other charges, the doing of all required work and filing of all required documentation with the applicable Governmental Authorities and by the doing of all other acts and things and making all other payments which may be required in that regard; provided that the Members shall use commercially reasonable efforts to assist the Operator with the foregoing filings;
- (f) keep the Properties free and clear of all material Encumbrances (except for Permitted Encumbrances, the Security granted by the Members or other Encumbrances required by law for the normal course of mining exploration and operations) and to proceed with all diligence to contest and discharge any such Encumbrance that is filed;
- (g) promptly disclose to the Members an event or occurrence with respect to the Properties or the LLC that could reasonably be expected to constitute an adverse event;
- (h) during the term of this Agreement and for a period of 1 year after the expiry or termination of this Agreement and otherwise in accordance with IFRS and related accounting principles consistently applied, maintain true and correct books, accounts and records of Exploration Expenditures;
- (i) obtain insurance in accordance with normal industry standards and practice, which adequately covers all risk reasonably and prudently foreseeable in the operation and conduct of the Operations;
- (j) apply for or request any Permits or renewals or re-registration thereof necessary to conduct Operations and the Members shall use commercially reasonable efforts to assist the Operator to obtain such Permits; and
- (k) promptly notify the Members of any material exploration results.

5.5 Services Agreement

- (a) The Operator shall have the right to enter into one or more services agreements ("**Services Agreement**") with any Third Party, or with the consent of the Erickson Member, acting reasonably, an Affiliate of NPR Nevada (a "**Service Provider**").
- (b) Under a Services Agreement, the Service Provider may provide all or any part of the Operator's obligations to the LLC that would otherwise be carried out by the Operator. Notwithstanding the entering into of a Services Agreement, the Operator will remain as Operator and will be responsible for the Operator's obligations under this Agreement. Any Services Agreement with an Affiliate of the Operator shall be on terms and conditions based on an arm's length agreement for the same services in the same jurisdiction.

5.6 Access and Indemnity

- (a) At all reasonable times but on three Business Days' advance notice from the Erickson Member to the Operator, the Operator shall allow representatives of the Erickson Member at the sole risk, cost and expense of the Erickson Member, and subject to applicable safety regulations and protocol, to inspect the Properties and Operations, so long as such inspection does not unreasonably interfere with the

Properties or Operations. At all reasonable times and with reasonable prior notice to the Operator, the Operator will provide the Erickson Member access to, and the right to inspect and copy all geological, geochemical, geophysical and engineering data, maps, available drill core, drill logs, surveys, assays, analyses, technical, accounting and financial records and other information acquired in Operations at the sole risk and expense of the Erickson Member.

- (b) The Erickson Member indemnifies and must keep indemnified the Operator and its Personnel and Affiliates from and against any Claim that they may suffer, sustain or incur arising out of or in connection with any injury (including injury causing death) to any Personnel of the Erickson Member or their Affiliates while in or on the Properties, other than injury sustained due to the negligence or willful misconduct of the Operator, its Affiliates, or its Personnel.

5.7 Liability of Operator

- (a) The Operator will be liable to and indemnify, defend and save harmless the Members for any loss, liability, claim, damage, expense, injury or death, (including, without limiting the generality of the foregoing, legal fees) resulting from the negligence or wilful misconduct of, or material breach of this Agreement or Applicable Law by, the Operator or its Affiliates, officers, employees or agents.
- (b) Notwithstanding the above, and for greater certainty, the Operator will not be liable to any other Member nor will any Member be liable to the Operator in contract, tort or otherwise for special or consequential damages, including, without limiting the generality of the foregoing, loss of profits or revenues.

5.8 Obligations to Inform the Operator

- (a) During the term of this Agreement, the Members must, and must cause its Affiliates to:
 - (i) promptly deliver to the Operator any notice, demand or other material communication relating to the Properties that it or any of its Affiliates receive; and
 - (ii) obtain the prior written consent of the Operator (which consent must not be unreasonably withheld or delayed) to the sending by it or its Affiliates of any notice, demand or other material communication relating to the Properties to any Third Party including any adjacent property owner or any Governmental Authority.
- (b) The Erickson Member shall, and shall cause its Affiliates (as applicable) to, provide all such material information and documentation in its possession which is necessary or advisable to conduct Operations or as may otherwise be reasonably requested by the Operator (including written details of all material commitments and obligations of any kind, including all payments made and becoming due of any kind involving Third Parties (including all suppliers and contractors, indigenous groups, communities and Governmental Authorities)).
- (c) The Erickson Member shall provide all necessary assistance reasonably required by the Operator, including providing all information and documentation in its possession or reasonably obtainable by it, in relation to the yearly reporting obligations to the applicable Governmental Authorities concerning the Properties, for the period of time before the Operator assumed Operations and for such other period of time as the Operator reasonably requests.

5.9 Abandonment

If the Operator proposes to surrender or abandon any Mineral Rights comprised in the Properties, then such Operator will notify the Members of its intent, and such Mineral Rights may only be abandoned with the written consent of both Members. Following a surrender, abandonment or transfer under this section, the Mineral Rights so surrendered, abandoned or transferred will thereafter cease to form part of the

Properties and will no longer be subject to this Agreement, save and except with respect to such obligations or liabilities of the Members as have accrued to the date of such surrender, abandonment or transfer.

5.10 Voting

- (a) Each LLC Member shall be entitled to vote upon all matters for which LLC Members have the right to vote, with NPR Nevada holding 80% of the votes in any given meeting and the Erickson Member holding 20% of the votes.
- (b) Unless another percentage is given elsewhere in this operating agreement or by state law, all LLC Member votes on any matter shall require an affirmative vote in interest by LLC Members of LLC units in excess of 50% of the outstanding total to pass or approve the motion, resolution, or otherwise take action by the LLC Members.
- (c) Meetings of Members may be called by any LLC Member, or Members, collectively holding 20% or more of the outstanding LLC units upon seven (7) days' written notice to the other LLC Members. Notice of a meeting called for hereunder may be made by standard mail, electronic mail, or facsimile transmission and shall contain the time, place, and purpose of such meeting. A quorum for any action to be taken at a meeting of LLC Members shall be LLC Members present (in person, via telephone, or by proxy) holding more than 50% of the LLC units. Any Member may through a written instrument waive the right to receive prior notice of a meeting of the Members as described herein.

ARTICLE 6 EXPLORATION PROGRAMS

6.1 Operations Pursuant to Programs

Operations shall be conducted, Exploration Expenditures shall be incurred, and Assets shall be acquired in accordance with exploration work programs ("**Programs**") prepared pursuant to section 6.2 and approved pursuant to section 6.3.

6.2 Preparation of Programs

The Operator will collaborate with the Members in respect of development of Programs and will seek approval from representatives of each Member (with the initial representative of NPR Nevada being Brian Hinchcliffe and the initial representative of the Erickson Member being Ty Erickson) for any Programs that consist of Exploration Expenditures that exceed \$100,000 in aggregate. Each Program undertaken will be accompanied by such quarterly reports and data as are reasonably necessary for each Member to evaluate and assess the results from the Program for the then recently completed quarter and, to the extent not previously delivered, from earlier Programs.

6.3 Approval of Programs

The Operator will forthwith submit the proposed Programs that consist of Exploration Expenditures that exceed \$100,000 in aggregate to the representatives of each Member referenced in section 6.2, for their consideration and approval (which approval must not be unreasonably withheld or delayed), and the approval by such representatives shall be deemed to be approval of the Members for such Programs.

6.4 Emergency Expenditures

In case of emergency, the Operator may take any action it deems reasonably necessary to protect life, limb or property, to protect the Properties or to comply with law or government regulation. The Operator may also make reasonable expenditures on behalf of the Members for unexpected events that are beyond its reasonable control. In the case of an emergency or unexpected expenditure, the Operator shall promptly notify the Members of the expenditure.

6.5 Expenditure Statements

Reporting of Exploration Expenditures shall be dealt with in accordance with Article 5 of the Venture Agreement.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties

As of the date of this Agreement, each Member warrants and represents to the other that:

- (a) it is a corporation or other entity duly organized and in good standing in its jurisdiction of formation and is qualified to do business and is in good standing in those jurisdictions where necessary in order to carry out the purposes of this Agreement;
- (b) it has the capacity to enter into and perform this Agreement and all transactions contemplated herein and that all corporate, board of directors, shareholder, surface and mineral rights owner, lessor, lessee and other actions and consents required to authorize it to enter into and perform this Agreement have been properly taken or obtained;
- (c) it will not breach any other agreement or arrangement by entering into or performing this Agreement;
- (d) it is not subject to any governmental order, judgment, decree, debarment, sanction or Applicable Laws that would preclude the permitting or implementation of Operations under this Agreement; and
- (e) this Agreement has been duly executed and delivered by it and is valid and binding upon it in accordance with its terms.

ARTICLE 8 TRANSFER OF INTEREST SECTION

8.1 Restrictions on Transfer

Except for Permitted Transfers (as defined below) and Permitted Interest Encumbrance (as defined below), no Member shall Transfer or create an Encumbrance on all or any part of its Interest. Any attempted Transfer of, or creation of an Encumbrance on, all or any portion of an Interest not in accordance with this Article 7 shall be null and void and of no legal effect.

8.2 Permitted Transfers and Permitted Interest Encumbrances

- (a) The following Transfers (the "**Permitted Transfers**") are permitted:
 - (i) those Transfers made in accordance with section 3.3;
 - (ii) NPR and NPR Nevada may assign, transfer, novate or otherwise deal with any or all of their Interests, as applicable, at any time to any Affiliate of NPR or NPR Nevada, as applicable provided that no such assignment or transfer shall release NPR and NPR Nevada from liability for the performance of any assigned or transferred obligations;
 - (iii) a Member may Transfer all or any portion of its Interest to the other Member without the approval of the Manager or any other Person; and
 - (iv) a Member may Transfer all or any portion of its Interest to any Person with the written approval of the other Member, which approval may be withheld in the sole and absolute discretion of such other Member.

- (b) A Member may create an Encumbrance on all or any portion of its Interest with the written approval of the other Member, which approval may be withheld in the sole and absolute discretion of such other Member (a “**Permitted Interest Encumbrance**”).

8.3 No Business Combination Restriction

Nothing in this Agreement shall be construed as limiting or restricting NPR from completing a consolidation, amalgamation, arrangement, takeover bid, merger, reclassification, reorganization, sale or conveyance that would result in the Common Shares ceasing to be listed and posted for trading on the TSXV so long as the holders of the Common Shares receive securities of an entity which is listed on a stock exchange in Canada and/or the United States, or cash, or the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate and Securities Laws and the policies of the TSXV.

ARTICLE 9 GENERAL

9.1 Force Majeure

Any Force Majeure affecting the ability of a party to perform any of its obligations under this Agreement will be dealt with in accordance with Article 12 of the Venture Agreement, *mutatis mutandis*.

9.2 Disputes

Any Dispute arising out of or in connection with this Agreement, whether arising before or after the expiration of this Agreement (including any Dispute as to whether an issue is arbitral) must be resolved solely in accordance with Article 14 of the Venture Agreement, *mutatis mutandis*.

9.3 Notices

A notice, demand, consent or other communication given or made under this Agreement will be dealt with in accordance with Article 15 of the Venture Agreement, *mutatis mutandis*.

9.4 Waiver

The failure of either Member to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such Member's right thereafter to enforce any provision or exercise any right.

9.5 Modification

No modification of this Agreement shall be valid unless made in writing and duly executed by both Members.

9.6 Further Assurances

Each of the Members shall take, from time to time and without additional consideration, such further actions and execute such additional instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this Agreement.

9.7 Entire Agreement; Successors and Assigns

This Agreement and the Venture Agreement contains the entire understanding of the Members and supersedes all prior agreements and understandings between the Members relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Members.

9.8 Counterparts and Electronic Delivery

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile, pdf or similarly executed electronic copy of this Agreement, and such facsimile or similarly executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

NORTH PEAK (NEVADA) LTD.

By: _____

Name: Brian Hinchcliffe
Title: CEO

**SOLARLJOS, LLC, as executed on its behalf
by its duly authorized Manager (Netgenesis,
Inc.)**

By: _____

Name: Ty B. Erickson
Title: Director

SCHEDULE 5 - REPRESENTATION AND WARRANTY DISCLOSURE

Section 11.2(a)(iii) – While this schedule confirms all matters which Ari and Ty Erickson are aware of, there still remains typical uncertainty as to these matters as typically applies to such matters in this jurisdiction.

Section 11.2(a)(vii) – Except those outlined in the United States Department of the Interior Finding of No Significant impact for case file number: NVN-092893.

Section 11.2(a)(xx) – Except those outlined in the United States Department of the Interior Finding of No Significant impact for case file number: NVN-092893.

Section 11.2(a)(xxi) – Except those outlined in the United States Department of the Interior Finding of No Significant impact for case file number: NVN-092893.

Section 11.2(a)(xxiii) – Except those outlined in the United States Department of the Interior Finding of No Significant impact for case file number: NVN-092893.

Section 11.2(a)(xxiv) – Except those outlined in the United States Department of the Interior Finding of No Significant impact for case file number: NVN-092893.

Section 11.2(a)(xxv) – Except those outlined in the United States Department of the Interior Finding of No Significant impact for case file number: NVN-092893.

Section 11.2(a)(xxvi) – Except those outlined in the United States Department of the Interior Finding of No Significant impact for case file number: NVN-092893.

Section 11.2(a)(xxviii) – Except those outlined in the United States Department of the Interior Finding of No Significant impact for case file number: NVN-092893.

Section 11.2(a)(xviii) - Note there are abandoned mines reclamation demands on the Properties from the State that will have to further defined and remedied.

Section 11.2(a)(xix) - Except for litigation involving Solarljøs and water rights and the declared forfeiture of water right Permit No. 19490, Certificate 6807.

SCHEDULE 6 – FORM OF 1% NSR AGREEMENT

[starting on next page]

COPY

NSR ROYALTY AGREEMENT AND GRANT OF ROYALTY

THIS AGREEMENT (as amended, modified, supplemented or restated, this “**Agreement**”) is made and entered into as of [insert date], 2023, by and between [insert name of Nevada LLC], a limited liability corporation formed under the laws of Nevada (having its mailing address at [insert address]), as the grantor (the “**LLC**”) and **SOLARLJOS, LLC**, a limited liability company formed and existing under the laws of State of Nevada (having its mailing address at 7825 Campers Village Avenue, Las Vegas, Nevada 89178), as the grantee (the “**Royalty Holder**”).

INTRODUCTION

- A. Pursuant to the Agreement to Form Venture dated May [insert day], 2023 between the Royalty Holder, North Peak Resources Ltd. (“**NPR**”), North Peak (Nevada) Ltd. (“**NPR Nevada**”), Gullsil, LLC, the members of the Royalty Holder and the members of Gullsil LLC (the “**Venture Agreement**”), North Peak (Nevada) Ltd. (directly or indirectly through its Affiliate) owns and holds the Acquired Interest (and by extension owns or holds an 80% Interest in the PM Assets (as defined herein)) and has the right to acquire 100% of the Interest as set forth in section 3.4 of the Venture Agreement (and by extension owning or holding a 100% Interest in the PM Assets).
- B. The LLC has agreed to grant to the Royalty Holder royalties on all Minerals (defined below) produced from the Mineral Rights explicitly described in Schedule 1 (the “**Royalty Properties**”) on the terms and conditions set forth herein.

IN CONSIDERATION OF the promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, each of the LLC and the Royalty Holder (each a “**Party**” and collectively, the “**Parties**”) agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Definitions.** Unless the context otherwise expressly requires, capitalized words and phrases used in this Agreement, the Schedules hereto and in all notices and communications to be made pursuant to this Agreement will have the meanings set out in Part A of Schedule 2 hereto, unless otherwise defined elsewhere in this Agreement.
- 1.2 Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Nevada, without giving effect to those principles of conflicts of laws that might otherwise require application of the laws of any other jurisdiction.

2. EFFECTIVENESS OF AGREEMENT

This Agreement and the obligations of the Parties under it will come into effect on the date hereof.

3. GRANT, CALCULATION AND PAYMENT OF ROYALTIES

3.1 Grant of Royalties. Subject to the terms and conditions of this Agreement (including, without limitation, section 3.3(b)), the LLC hereby grants and agrees to pay, to the Royalty Holder the following production royalties (the “**Royalties**”):

- (a) one percent (1%) of the Gold Net Smelter Returns (defined below); and
- (b) one percent (1%) of the Other Minerals Net Smelter Returns (defined below).

3.2 Calculation of Royalties. As used this Agreement:

- (a) “**Gold Net Smelter Returns**” shall be determined for purposes of the Royalty set forth in section 3.1(a) and payable in any Quarter by multiplying (i) the gross number of recovered ounces of gold recovered from production from the Royalty Properties (and for clarity, from no other property or

interest) that is delivered to the Refiner during the preceding Quarter ("**Gold Production**"), by (ii) the Quarterly Average Gold Price, and subtracting from the product of (i) and (ii) the following: (A) charges imposed by the Refiner for smelting, handling, refining, treating or processing the gold contained in such Gold Production (inclusive of all rebates and discounts provided or applied by the Refiner) unless such amounts are already reflected in the price per unit weight paid by the Refiner (provided, however, in the case of leaching operations or other solution mining or beneficiation techniques, where the metal being treated is precipitated or otherwise directly derived from such leach solution, all processing and recovery costs incurred by the LLC, beyond the point at which the metal being treated is in solution, will be considered as treatment charges); (B) commercially reasonable penalty substance (including, but not being limited to, metal losses and penalties for impurities), assaying, sampling and such similar charges imposed by the Refiner for smelting, refining or processing minerals contained in such Gold Production; (C) charges and costs, if any, for handling, transportation, security and insurance of concentrates, doré, ores and other materials from the Royalty Properties to places where such minerals or products are smelted, refined, sold or otherwise disposed of; (D) ad valorem taxes and taxes actually paid or to be paid based upon production, but not income or export taxes; and (E) external marketing costs paid to unaffiliated third parties, including sales commissions, incurred in selling ore mined from the claims and from concentrate, metal and products derived from ore mined from the Royalty Properties, all as specifically attributable to the Gold Production only. For purposes of this section: (i) the "price per unit weight" shall mean a price payable solely for the gold in the Gold Production and shall not include or be reduced to account for any other amounts, including but not limited to, transportation costs, (ii) in the event of a Claim under any insurance policy, "Gold Production" includes any insurance amounts received as a result of a Claim for damaged, stolen, lost or otherwise substituted or foregone Minerals and (iii) if delivery and payment/credit are not made in the same Quarter, the Gold Production shall be deemed to be part of Quarterly production in the Quarter in which the later of delivery and payment/credit occurs.

- (b) "**Minerals**" means any and all ores and minerals, precious and base, metallic and non-metallic (and concentrates derived therefrom), in, on or under the Royalty Properties which may lawfully be explored for, mined and sold.
- (c) "**Other Minerals Net Smelter Returns**" shall be determined for purposes of the Royalty set forth in section 3.1(b) and payable in any Quarter by multiplying (i) the gross number of recovered ounces of any Mineral (other than gold) recovered from production from the Royalty Properties (and for clarity, from no other property or interest) that is delivered to the Refiner during the preceding Quarter ("**Other Mineral Production**"), by (ii) the Quarterly Average COMEX Price, and subtracting from the product of (i) and (ii) the following: (A) charges imposed by the Refiner for smelting, handling, refining, treating or processing the Mineral contained in such Other Mineral Production (inclusive of all rebates and discounts provided or applied by the Refiner) unless such amounts are already reflected in the price per unit weight paid by the Refiner (provided, however, in the case of leaching operations or other solution mining or beneficiation techniques, where the metal being treated is precipitated or otherwise directly derived from such leach solution, all processing and recovery costs incurred by the LLC, beyond the point at which the metal being treated is in solution, will be considered as treatment charges); (B) commercially reasonable penalty substance (including, but not being limited to, metal losses and penalties for impurities), assaying, sampling and such similar charges imposed by the Refiner for smelting, refining or processing minerals contained in such Other Mineral Production; (C) charges and costs, if any, for handling, transportation, security and insurance of concentrates, doré, ores and other materials from the Royalty Properties to places where such minerals or products are smelted, refined, sold or otherwise disposed of; (D) ad valorem taxes and taxes actually paid or to be paid based upon production, but not income or export taxes; and (E) external marketing costs paid to unaffiliated third parties, including sales commissions, incurred in selling ore mined from the claims and from concentrate, metal and products derived from ore mined from the Royalty Properties, all as specifically attributable to the Other Mineral Production only. For purposes of this section: (i) the "price per unit weight" shall mean a price payable solely for the Mineral in the Other Mineral Production and shall not include or be reduced to account for any other amounts, including but not limited to, transportation costs, (ii) in the event of a Claim under any insurance policy, "Other Mineral Production" includes any insurance amounts received as a result of a Claim for damaged, stolen, lost or otherwise substituted or foregone Minerals and (iii) if delivery and payment/credit are not made in the same

Quarter, the Other Mineral Production shall be deemed to be part of Quarterly production in the Quarter in which the later of delivery and payment/credit occurs.

- (d) **"Refiner"** means the smelter, refiner, processor, purchaser or other recipient of Gold Production or Other Minerals Production, as applicable.
- (e) **"Quarter"** means a calendar quarter.
- (f) **"Quarterly Average COMEX Price"** means, for any Quarter, the average of the daily COMEX settlement price for a given commodity (other than gold) as quoted in United States dollars by COMEX (a division of CME Group, Inc.) (or any successor thereto) for such Quarter, calculated by dividing the sum of all such quotations during such Quarter by the number of such quotations (for greater certainty, if COMEX does not publish price quotations for such commodity, Section 3.3(k) shall apply).
- (g) **"Quarterly Average Gold Price"** means, for any Quarter, the average of the London p.m. fix for gold as quoted in United States dollars by the London Bullion Market Association (or any successor metals exchange) for such Quarter, calculated by dividing the sum of all such quotations during such Quarter by the number of such quotations.

3.3 Payment of Royalties

- (a) The LLC's obligation to pay the Royalties shall accrue and become due and payable upon the shipment and sale of concentrates, doré, Mineral products or ore, as applicable, from the Royalty Properties or, if refined gold or refined silver is produced from the Royalty Properties, upon the outturn of refined gold and refined silver, as applicable, meeting the requirements of the specified published price to the LLC's account. For the purposes of this section, "shipment and sale" includes actual sales, exchanges in kind for any other thing or service or use in a manufacturing process or provision of service.
- (b) No Royalties shall be due upon samples extracted by the LLC for metallurgical testing purposes during the LLC's exploration or development work on the Royalty Properties unless payable metals are recovered from bulk metallurgical testing.
- (c) All calculations in respect of Royalties shall be determined on a Quarterly basis. The LLC shall pay the Royalty Holder each Quarter Royalties payment on or before the last Business Day of the month immediately following the end of each Quarter in which the Royalty payment obligation accrued. The LLC acknowledges that late payment by the LLC to the Royalty Holder of Royalty payments will cause the Royalty Holder to incur costs, the exact amount of which will be difficult to ascertain. Accordingly, if any amount due and payable by the LLC is not received by the Royalty Holder within fifteen (15) days after such amount is due, then the LLC shall pay to the Royalty Holder a late charge equal to eight percent (8%) of such overdue amount. The Royalty Holder's acceptance of such late charge shall not constitute a waiver of the LLC's default with respect to such overdue amount, nor prevent the Royalty Holder from exercising any of the Royalty Holder's other rights and remedies. If any amount payable by the LLC remains delinquent for a period in excess of thirty (30) days, the LLC shall pay to the Royalty Holder, in addition to the late payment, interest from and after the due date at the statutory interest rate.
- (d) The LLC shall make each Royalties payment by delivery of a check payable to Royalty Holder and delivering such check to Royalty Holder at the address listed in this Agreement, or to such other address as Royalty Holder may direct or by direct bank deposit or wire Transfer to Royalty Holder's account as Royalty Holder shall designate.
- (e) All Royalties payments shall be accompanied by a statement showing in reasonable detail the quantities and grades of the refined gold, refined silver, concentrates, doré, Mineral products or ore produced from the Royalty Properties and sold or deemed sold by the LLC Quarterly; the calculation of the Royalties payment as determined as herein provided (including, without limitation, detailed information on costs and other deductions), any available settlement sheets received by the LLC from

the Refiner and other pertinent information in sufficient detail to explain the calculation of the Royalties payment in the satisfaction of the Royalty Holder, acting reasonably.

- (f) All Royalties payments shall be considered final and in full satisfaction of all obligations of the LLC with respect thereto, unless the Royalty Holder gives the LLC written notice describing and setting forth a specific objection to the determination thereof within twenty-four (24) months of receipt by the Royalty Holder of a Royalties statement. If the Royalty Holder objects to a particular statement as herein provided, the Royalty Holder shall, for a period of 60 days after the LLC's receipt of notice of such objection, have the right, upon reasonable notice and at reasonable time, to have the LLC's accounts and records relating to the calculation of the Royalties in question audited by a representative or agent of the Royalty Holder. If such audit determines that there has been a deficiency or an excess in the payment made to the Royalty Holder such deficiency or excess shall be resolved by adjusting the next Royalties payment or credit due hereunder. The Royalty Holder shall pay all costs of such audit unless a deficiency of 5% or more of the amount determined by the LLC to be due to the Royalty Holder is determined to exist. The LLC shall pay the costs of such audit if a deficiency of 5% or more of the amount due is determined to exist. Failure on the part of the Royalty Holder to make Claim on the LLC for adjustment in such six (6) month period shall establish the correctness and preclude the filing of exceptions thereto or making of Claims for adjustment thereon; providing that nothing herein shall limit the time in which the Royalty Holder may commence a proceeding for fraud, concealment or misrepresentation.
- (g) The Royalties shall be in addition to any other royalty due to a Third Party.
- (h) The LLC shall have the right of mixing or commingling, at any location and either underground or at the surface, any ores, metals, Minerals, or Mineral products from the Royalty Properties with any ores, metals, minerals, or mineral products from other lands, provided that the LLC shall determine the weight or volume of, sample and analyze for grade and amenability to process all such ores, metals, minerals and mineral products (including the recovery factor) before the same are so mixed or commingled. Any such determining of weight or volume, sampling and analytical practices and procedures applied by the LLC shall be used as the basis of allocation of the Royalties payable to the Royalty Holder hereunder in the event of a sale by the LLC of materials so mixed or commingled or of products produced therefrom. Prior to commencement of commercial production on the Royalty Properties, the LLC shall notify the Royalty Holder how the LLC proposes to determine the weight or volume of, sample and analyze all such materials. The Royalty Holder may, within 30 days after receipt of such notice, object thereto in writing, specifying with particularity the grounds for such objection. If the Royalty Holder does not serve a timely objection, the Royalty Holder shall be deemed to have consented to procedures described in the LLC's notice. If the Royalty Holder does object to the LLC's proposed procedures within such 30-day period, the LLC and the Royalty Holder shall attempt for a period of 15 days to reach agreement concerning the procedures to be used. If the LLC and the Royalty Holder fail to reach agreement within such 15-day period, either Party may initiate the Dispute procedures in accordance with section 5.12 of this Agreement, to determine the procedures to be used. Based on its operating experience, the LLC may subsequently propose modifications to the approved procedures for determining the weight or volume of, sampling and analyzing ores or mineral products to be mixed or commingled, following the same procedures set forth above. Notwithstanding the foregoing, nothing herein shall require or permit the Operations of the LLC or its mixing or commingling of ores, metals, Minerals, or Mineral products from the Royalty Properties with any ores, metals, minerals or mineral products from other lands to be hindered, delayed or interrupted pending the determination of the procedures to be used. In the event of any such mixing or commingling, the expenses and costs associated with the ores, metals, Minerals, or Mineral products from the Royalty Properties shall be appropriately reduced to reflect the economic benefit received by the LLC from such mixing or commingling.
- (i) The LLC may but need not engage in forward sales, future trading or commodity options trading, and other price hedging, price protection, and speculative arrangements ("**Trading Activities**") which may involve the possible delivery of base or precious metals or Minerals produced from the Royalty Properties. The Parties acknowledge and agree that the Royalty Holder shall not be entitled to participate in the proceeds or be obligated to share in any losses generated by the LLC's Trading Activities and that any Royalties payable pursuant to any Trading Activities will be paid to the Royalty

Holder at the time of execution or agreement on the Trading Activities, and not at the time of delivery or conclusion of a transaction pursuant to such Trading Activities, and the calculation of such payments will not allow for the deduction of any costs specific to the Trading Activities.

- (j) It is the intention of the Parties that any agreement entered into with respect to the processing or refining of any Mineral also maximize the revenue received attributable to all other Minerals in the same production material. In the event of any recovery of a Mineral being sacrificed or reduced to enhance, accommodate, increase or accompany the recovery of any other Mineral, the calculation of the Royalty shall be adjusted so as to provide the Royalty Holder with a Royalty amount that reflects the unreduced recovery rates.
- (k) If any of the price quotations used in the determination of the Quarterly Average Gold Price or the Quarterly Average COMEX Price cease to exist, cease to be published or should no longer be internationally recognized as the basis for the settlement of bullion contracts (in the case of gold and silver) or as the basis for the settlement of any other applicable commodity, then, upon the request of either of them, the LLC and the Royalty Holder shall promptly meet to select a comparable commodity quotation for purposes of this Agreement. The basic objective of such selection shall be to secure the continuity of fair market pricing of refined Minerals. If such selection has not been made prior to the end of the Quarter in which the price quotations became unavailable: (i) the Quarterly Average Gold Price and/or the Quarterly Average COMEX Price, as applicable, for the last complete Quarter for which the price quotations were available shall be used on an interim basis pending such selection; and (ii) the selection of the comparable commodity quotation shall be made by an arbitrator in accordance with this Agreement.

4. OTHER OBLIGATIONS AND COVENANTS

4.1 Annual Report. The LLC shall deliver to the Royalty Holder an Annual Report (defined below) on or before 60 days after the last day of each fiscal Year of the LLC. With respect to the information referenced as item (d) in the definition of and included in any Annual Report, the LLC makes or will not make any representation or warranty as to the accuracy, reliability or completeness of the same, and the Royalty Holder shall rely on the same at its sole risk. The Parties agree that the LLC shall have no obligation to comply with or abide by any of the forecasts or schedules included in the information referenced as item (d) in the definition of and included in any Annual Report, and the LLC shall not have any liability to the Royalty Holder or any Third Party with respect to a failure to do so. For the purposes of this section 4.1, "**Annual Report**" means a written report, in relation to any calendar Year, detailing: (a) the number of ounces of gold and Other Minerals produced from the Royalty Properties; (b) the Gold Net Smelter Returns and Other Minerals Net Smelter Returns which have resulted or which are estimated to result from the gold, silver and Other Minerals referred to in subsection (a); (c) the amount of the Royalties which has been paid to the Royalty Holder with respect to the gold, silver and Other Minerals referred to in subsection (a), in accordance with the provisions of this Agreement; (d) an updated mine operating and development plan and budget which includes updated reserves and resources, forecasted production during the upcoming annual period and any planned drilling and exploration activities within the Royalty Properties during the upcoming annual period; (e) details of any material violations of any Applicable Laws (including environmental laws), in each case with respect to the Royalty Properties; and (f) a summary of the status of any and all material Permit and Permit applications with respect to the Royalty Properties and mining Operations to be conducted thereon during the upcoming annual period.

4.2 No Implied Covenants. The timing, nature, manner and extent of any exploration, development, mining, production and sale of ores, concentrates, and other Mineral product produced from the Royalty Properties, if any, shall be at the sole discretion of the LLC. No implied covenants or conditions whatsoever shall be read into this Agreement, including without limitation any covenants or conditions relating to exploration, development, prospecting, mining, production or sale of ores, metals, Minerals, mineral rights and other materials, except for the covenants of good faith and fair dealing.

4.3 Conveyance. The LLC shall have the right to convey the Royalty Properties only if it makes such conveyance or Transfer explicitly subject to the continued existence and application of this Agreement

and if such conveyance or Transfer is made subject to the terms and conditions of any other agreement between the LLC and the Royalty Holder. The LLC shall require any transferee or assignee of any interest in the Royalty Properties to assume in writing the obligation to pay the Royalty Holder the Royalties in accordance with the terms and conditions set forth herein, and upon such assumption, the LLC shall be released from all liability hereunder with respect to the Transferred interest in the Royalty Properties, except for such liability as has accrued prior thereto. Any such Transfer or conveyance which does not include such assumption language shall be void *ab initio*.

- 4.4 Assignment by Royalty Holder.** The Royalty Holder may assign or convey its rights under this Agreement, provided that the LLC shall not be bound by any such conveyance or Transfer unless and until it has received a written notice signed by the Royalty Holder and its transferee, which includes the details of such person's or entity's address for notices and by which such transferee agrees to be bound by all of the terms and conditions of this Agreement. Any Transfer of the right to receive any Royalty payments shall in no event require the LLC to make payments to more than one person or entity. If the right to receive Royalty payments is Transferred to more than one person or entity, such Transfer shall not be binding upon the LLC until the first day of the month following the date on which the LLC receives written notice signed by the Royalty Holder and its transferee designating a single agent for receipt of future Royalty payments and for exercising all rights of the Royalty Holder under this Agreement. No change or division in the ownership of the Royalties, however accomplished, shall enlarge the obligations or diminish the rights of the LLC.
- 4.5 Treatment of Minerals.** The LLC may, but shall not be obligated to, treat, mill, heap leach, sort, concentrate, refine, smelt, or otherwise process, beneficiate or upgrade the ores, concentrates, and other Mineral product produced from the Royalty Properties, at sites located on or off the Royalty Properties, prior to sale, Transfer, or conveyance to a purchaser, user or other consumer, however upon completion of such processing of any kind, the Mineral product will be returned to the Royalty Properties unless it is to be immediately sold.
- 4.6 Inspections.** Royalty Holder and its authorized agents or representatives, on not less than five (5) days' notice to the LLC, may enter upon the Royalty Properties for the purpose of inspecting the Royalty Properties, all improvements thereto and Operations thereon, as well as inspecting and copying all records and data of the LLC, including without limitation electronically-maintained records and data, pertaining to all activities and Operations on or with respect to the Royalty Properties. Any such entry or inspection shall be at the risk and expense of the Party conducting the investigation (although the LLC shall not be excused from liability for its negligence or misconduct), and may not unreasonably hinder Operations on the Royalty Properties.
- 4.7 Stockpiling.** The LLC may not stockpile, store or place ores, concentrates, and other Mineral product produced from the Royalty Properties off of the Royalty Properties unless the LLC has first secured from the property owner where such stockpiling, storage or placement is to occur a written agreement, in recordable form, that provides that the Royalty Holder's right to the Royalties shall be preserved.
- 4.8 Tailing and Residues.** Subject to Section 3.3(j), all tailing, residues, waste rock, spoiled leach materials, and other materials (collectively "**Materials**") resulting from the LLC's Operations and activities on the Royalty Properties shall be the sole property of the LLC, but shall remain subject to the obligation to pay the Royalties should the same be processed or reprocessed, as the case may be, in the future and result in the production of ores, concentrates, and other mineral product produced from the Royalty Properties. Notwithstanding the foregoing, the LLC shall have the right to dispose of Materials from any property, whether on or off of the Royalty Properties, and to commingle the same with Materials from other properties, provided sufficient commercially reasonable metallurgical testing has been completed so as to later determine the Royalties payable thereon. In the event Materials are processed or reprocessed, as the case may be, the Royalties applicable thereto shall be determined on a pro rata basis as determined by using the best engineering and technical practices then available.
- 4.9 Covenant Running with Land.** The Royalties and all of the covenants, conditions, and terms of this Agreement shall (a) be of benefit to the Parties, (b) run as a covenant with the Royalty Properties and the ground covered thereby (including any interest derived from the federal government in the event

of the amendment or repeal of the General Mining Law of 1872), and (c) bind and inure to the benefit of the Parties and their respective successors and assigns (including any Third Party who acquires any interest in the Royalty Properties). The Royalties, this Agreement and the performance of the provisions hereof attaches to the Royalty Properties and shall remain an obligation of all persons who subsequently acquire, receive or obtain all or any interest in the Royalty Properties in whatever fashion. The Royalties shall attach to any amendments, relocations, restakings or conversions of any of the unpatented mining claims comprising a portion of the Royalty Properties, or any real property interests which replace those claims which are created by amendments to federal or state mining laws or otherwise.

4.10 Maintenance of the Royalty Properties

- (a) From and after the date of this Agreement, the LLC shall maintain good title to the Royalty Properties, including, (i) paying when due all taxes on or with respect to the Royalty Properties, timely paying when due all claim maintenance and other fees and costs required to maintain the unpatented mining claims and leases comprising a portion of the Royalty Properties and timely making all filings and recordings associated therewith in the appropriate federal, state and county governmental offices, and timely making all payments required in connection with such filings and recordings, and (ii) taking all other actions and making all other payments necessary or appropriate to maintain the right, title and interest of the LLC in the Royalty Properties and under this Agreement. Notwithstanding the foregoing, the LLC shall have the right to abandon unpatented mining claims and terminate leases and other property interests forming part of the Royalty Properties, provided that the LLC first provides the Royalty Holder with thirty (30) days advance written notice of the LLC's intent to abandon such unpatented mining claims or terminate such leases or other property interests, in which case the Royalty Holder can elect to receive conveyances of such unpatented mining claims or leases or other property interests for a purchase price of \$10 and otherwise reasonably acceptable in form and substance to the Royalty Holder; *provided, however*, that any such abandonment or termination of a property interest must be consistent with prudent mining practices. In the event of any conveyance of a leasehold interest to the Royalty Holder pursuant hereto, the Royalty Holder shall take and assume such interest subject to the terms and conditions of such lease.
- (b) The LLC shall provide to Royalty Holder proof of performance of all Royalty Properties maintenance obligations referenced in section 4.10(a) at least fifteen (15) days before the applicable contractual, regulatory or statutory deadline for such maintenance obligations.
- (c) If any unpatented mining claim, lease or other property interest forming part of the Royalty Properties, or the LLC's rights to mine or extract ores, concentrates, and other mineral product therefrom, is voluntarily abandoned, surrendered or relinquished by the LLC, and within five (5) Years thereafter the LLC or any of its Affiliates or subsidiaries restakes and/or locates any portion of the ground covered thereby or otherwise acquires any direct or indirect right to use such Royalty Properties or to mine or extract ores, concentrates, and other mineral product from such Royalty Properties, such interest shall be subject to the Royalties.

4.11 Refiner.

- (a) It is the intention of the Parties that the Refiner will be at all times be an arm's length, independent Third Party. If at any point in time the Refiner becomes a related party of a Party, the calculation of amounts paid by such Refiner will be adjusted so as to reflect amounts paid by arm's length refiners of the same materials for quantities and qualities applicable in the industry at that time.
- (b) The Royalty Holder will be provided with a complete, unredacted copy of all agreements and amendments in place with any Refiner during the time this Agreement is in effect within five (5) business days of such agreement and/or amendment coming into effect.
- (c) All agreements with a Refiner will be on commercially reasonable terms consistent with market practice at the time such agreements are entered into.

5. GENERAL

5.1 Time of Essence. Time is of the essence in this Agreement.

5.2 Currency. A reference to, "dollars", "\$" or "USD" is to currency of the United States of America.

5.3 Notices.

(a) A notice, demand, consent or other communication given or made under this Agreement ("**Notice**") must be in writing, signed by the sender and either left at the delivery address or sent to the addressee by courier or email. Any Notice given or made under this Agreement will be deemed to be duly given or made:

- (i) in the case of delivery in person, when delivered;
- (ii) in the case of delivery by courier, two Business Days after the date of posting (if posted to an address in the same country) or 5 Business Days after the date of posting (if posted to an address in another country); and
- (iii) in the case of delivery by email, on the date of delivery provided that no failed delivery message has been automatically returned,

but if the result is that a Notice would be taken to be given or made on a day which is not a Business Day in the place to which the Notice is sent or is later than 4:30 pm (local time) it will be taken to have been duly given or made at the commencement of business on the next Business Day in that place.

(b) Each Party's delivery address and email address will be as specified in section 5.3(c) or as notified in writing from time to time to the other Party.

(c) Any Notice given or made under this Agreement must be delivered to the intended recipient by hand, courier or email to the address or email address below or the address or email address last notified by the intended recipient to the sender:

- (i) to NPR or NPR Nevada:

North Peak Resources Ltd.
c/o 82 Richmond Street East, Suite 200
Toronto, Ontario
M5C 1P1

Attention: Brian Hinchcliffe, CEO

Email: brian@northpeakresources.com

- (ii) to the Royalty Holder

7825 Campers Village Avenue,
Las Vegas, Nevada
89178

Attention: Ty Erickson

Email: Ty@tyericksonmd.com

5.4 Rule Against Perpetuities. In the event a court of competent jurisdiction determines that the term or any other provision of this Agreement violates the Rule Against Perpetuities, then the term of this Agreement shall automatically be revised and reformed to coincide with the maximum term permitted

by the Rule Against Perpetuities, or such other provision shall automatically be revised and reformed as necessary to comply with the Rule Against Perpetuities, and this Agreement shall not be terminated solely as a result of a violation of the Rule Against Perpetuities.

5.5 Additional Documents; Further Assurances. The Parties shall from time to time execute and deliver all such further instruments, certificates and documents and do all such further actions and things as may be necessary or appropriate to fully perform, effectuate and carry out the purposes of this Agreement.

5.6 Amendments. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by means of a written instrument that has been executed by the Party or Parties to be bound.

5.7 No Partnership. Nothing in this Agreement shall create or be construed to create, expressly or by implication, a joint venture, mining partnership, commercial partnership, or other partnership relationship between the Parties. In addition, the Parties acknowledge and agree that nothing in this Agreement shall create or be deemed to create any fiduciary relationship between the LLC and the Royalty Holder or to create any right or obligation on the part of either of them to act as the agent for or otherwise on behalf of the other.

5.8 Royalty Properties Operations. As between the LLC and the Royalty Holder, the LLC shall have exclusive control and authority over all matters relating to the Royalty Properties, including all business, Operations and activities thereon.

5.9 Assignment. This Agreement shall inure to the benefit of and will be binding upon the Parties and their respective successors and permitted assigns; provided, that the LLC shall not sell, assign, Transfer or convey this Agreement except in accordance with section 4.3. Subject to section 4.4, the Royalty Holder may, at any time, without the consent of the LLC, Transfer or assign all or any part of this Agreement.

5.10 Severance of Invalid Provisions. If and for so long as any provision of this Agreement shall be determined to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other provision of this Agreement except only so far as shall be necessary to give effect to the construction of such invalidity, and any such invalid provision shall be deemed severed from this Agreement without affecting the validity of the balance of this Agreement.

5.11 Recording. The Parties agree that the Royalty Holder may, and shall, record this Agreement (or a memorandum or short form of this Agreement) in the Office of the Eureka County Recorder and if applicable, in every county in which the Minerals are extracted. The Parties also agree that the Royalty Holder may make such filings and take such steps as it deems reasonably necessary to preserve and protect its rights under this Agreement and that the LLC will cooperate with the Royalty Holder in such matters.

5.12 Disputes.

- (a) The Parties agree that any Dispute, controversy or Claim arising out of or relating to this Agreement or the subject matter hereof, or the breach, termination, or invalidity of this Agreement, shall be settled solely in accordance with the Dispute provisions set forth in this section 5.12.
- (b) If a Dispute arises then a Party who requires the Dispute to be resolved in accordance with this section 5.12 shall give to the other Parties a notice ("**Dispute Notice**") specifying the Dispute.
- (c) If the Dispute is not resolved within 10 Business Days after a Dispute Notice is given by a Party to the other Parties, each Party shall nominate promptly one representative from its senior management to resolve the Dispute (each, a "**Dispute Representative**"), who shall negotiate in good faith using their respective commercially reasonable efforts to attain a resolution of the Dispute.

- (d) If the Dispute is not resolved within 10 Business Days of the Dispute being referred to the respective Dispute Representatives, then the Parties agree to submit the Dispute to non-binding mediation and must agree upon an independent mediator and the process for mediation.
- (e) During the existence of any Dispute, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to their position in respect of such Dispute, unless the Parties otherwise agree.

15.13 Counterparts

- (a) This Agreement may be executed in any number of counterparts with the same effect as if all Parties had all signed the same document. All counterparts will be construed together and will constitute one and the same agreement.
- (b) This Agreement may be executed by the Parties and transmitted by facsimile transmission (whether by fax machine, email or other electronic means of exchanging facsimile copies) and if so executed and transmitted this Agreement will be for all purposes as effective as if the Parties had delivered an executed original agreement.

15.14 Execution – Authorized Officer to Sign. Each person signing this Agreement as an authorized officer of a Party hereby represents and warrants that he or she is duly authorized to sign this Agreement for that Party and that this Agreement will, upon having been so executed, be binding on that Party in accordance with its terms.

The Parties, intending to be contractually bound, have entered into this Agreement as of the date set forth above.

[INSERT NAME OF THE LLC]

SOLARLJOS, LLC

By: _____

Name:
Title:

By: _____

Name:
Title:

SCHEDULE 1 - PM ASSETS DESCRIPTION

Part A - Mineral Rights

All rights (including, without limitation, Mineral Rights) that apply to the following (unless otherwise indicated below):

PATENTED MINING CLAIMS							
Claim Name / ID	Parcel (Eureka County Assessor)	Survey Number (MS SRV NO)	Labels	Land Location	Current Claim Owner	Ownership Percentage (%) / Fraction	Comment
Antelope	009-330-01	215	Antelope MS215		Solarljios LLC	100%	
Apache	009-330-01	178	Apache MS178		Solarljios LLC	100%	
Avon	009-330-01	243	Avon - 85% MS243		Solarljios LLC	85%	
Banner	009-330-01	156	Banner MS156		Solarljios LLC	100%	
Cloud	009-330-01	194	Cloud MS194		Solarljios LLC	100%	
Clyde	009-330-01	129	Clyde MS129		Solarljios LLC	100%	
Compass	009-330-01	302	Compass - 9/16 MS302	T.18N.R.53E	Solarljios LLC	9/16	
Daylesford	009-330-01	264A	Daylesford MS264A		Solarljios LLC	100%	
Daylesford Mill Site	009-250-07	264B	Daylesford Mill Site MS264B		Solarljios LLC	100%	
Dead Broke	009-330-01	191	Dead Broke MS191		Solarljios LLC	100%	
Delaware	009-330-01	157	Delaware MS157		Solarljios LLC	100%	
Diamond	009-330-01	221	Diamond MS221		Solarljios LLC	100%	
East Oakland	009-330-01	186	East Oakland MS186	T.18N.R.53E	Solarljios LLC	100%	
Eldorado No.2	009-260-11	140	Eldorado No.2 - 1/8 MS140		Solarljios LLC	1/8	
Excelsior	009-330-01	181	Excelsior MS181		Solarljios LLC	100%	
Excelsior & Caslo Zeno	009-330-01	142	Excelsior & Caslo Zeno MS142	T.18N.R.53E	Solarljios LLC	100%	
Fanny & Frankie Scott	009-330-01	198	Fanny & Frankie Scott MS198		Solarljios LLC	100%	
Fourth of July	009-330-01	82	Fourth of July MS82	T.18N.R.53E	Solarljios LLC	100%	
Gas Light	009-330-01	145	Gas Light MS145	T.18N.R.53E	Solarljios LLC	100%	
General Washington	009-330-01	128A	General Washington MS128A		Solarljios LLC	100%	
Gore	009-330-01	162	Gore MS162		Solarljios LLC	100%	
Hawkeye	009-330-01	223	Hawkeye MS223		Solarljios LLC	100%	
Hibernia	009-330-01	311	Hibernia MS311		Solarljios LLC	100%	
Hugenot	009-330-01	115	Hugenot MS115	T.18N.R.53E	Solarljios LLC	100%	
Ida	009-330-01	199	Ida MS199		Solarljios LLC	100%	
Kit Carson	009-330-01	163	Kit Carson MS163		Solarljios LLC	100%	
Krao	009-330-01	319	Krao MS319		Solarljios LLC	100%	

PATENTED MINING CLAIMS							
Claim Name / ID	Parcel (Eureka County Assessor)	Survey Number (MS SRV NO)	Labels	Land Location	Current Claim Owner	Ownership Percentage (%) / Fraction	Comment
Lantern	009-330-01	183	Lantern MS183	T.18N.R.53E	Solarljios LLC	100%	
Laral	009-330-01	188	Laral - 50% MS188		Solarljios LLC	50%	
Lena	009-330-01	303	Lena - 9/16 MS303	T.18N.R.53E	Solarljios LLC	9/16	
Lizzie L	009-330-01	224	Lizzie L MS224		Solarljios LLC	100%	
Madrid	009-330-01	166	Madrid MS166		Solarljios LLC	100%	
Manhattan	009-330-01	179	Manhattan - 62 1/2 MS179		Solarljios LLC	62 1/2	
May Day Queen	009-330-01	144	May Day Queen MS144	T.18N.R.53E	Solarljios LLC	100%	
McNaughton	009-330-01	171	McNaughton MS171		Solarljios LLC	100%	
Metamoras	009-330-01	127A	Metamoras MS127A		Solarljios LLC	100%	
Metamoras Mill Site	009-250-07	127B	Metamoras Mill Site MS127B		Solarljios LLC	100%	
Miland	009-260-11	132&135	Miland 132&135		Solarljios LLC	100%	
Morris	009-330-01	169A	Morris MS169A		Solarljios LLC	100%	
Napa	009-260-11	320	Napa MS320		Solarljios LLC	100%	only mineral rights and activities authorized in the permit as well as unrestricted access
New Years	009-330-01	193	New Years MS193		Solarljios LLC	100%	
Old Put	009-330-01	245A	Old Put MS245A		Solarljios LLC	100%	
Oversight	009-330-01	282	Oversight MS282		Solarljios LLC	100%	
Ozark	009-330-01	158	Ozark MS158		Solarljios LLC	100%	
Pioneer	009-330-01	177	Pioneer - 75% MS177		Solarljios LLC	75%	
Republic	009-330-01	296	Republic MS296		Solarljios LLC	100%	
Sage Brush	009-330-01	185	Sage Brush 185	T.18N.R.53E	Solarljios LLC	100%	
San Jose	009-330-01	182	San Jose MS182		Solarljios LLC	100%	
Silver Conner 50%	009-330-01	187	Silver Conner 50% MS187		Solarljios LLC	50%	
Star of Eureka	009-330-01	312	Star of Eureka MS312		Solarljios LLC	100%	
Sunset	009-330-01	205	Sunset-1/8 MS205		Solarljios LLC	1/8	
Welch King	009-330-01	184	Welch King MS184	T.18N.R.53E	Solarljios LLC	100%	
Whip Poor Will	009-330-01	168	Whip Poor Will MS168	T.18N.R.53E	Solarljios LLC	100%	
Williams	009-330-01	170	Williams MS170		Solarljios LLC	100%	
Young Mable	009-330-01	263	Young Mable MS263		Solarljios LLC	100%	

UNPATENTED MINING CLAIMS

Claim Name / ID	BLM Serial Number	BLM Lead File Number	BLM Legacy Serial Number	BLM Legacy Lead File Number	Current Claim Owner	Ownership Percentage (%) / Fraction	Date Claims Staked	Land Location			Comment
								Quad.	Sec.	Meridian / Township/ Range	
OMEGA 2	NV101301374	NV101301374	NMC798890	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
WABASH 4	NV101301494	NV101301494	NMC798884	NMC798862	Solarljios LLC	100%	1998-10-25	NE	033	21 0190N 0530E	
WABASH 8	NV101302250	NV101302250	NMC798888	NMC798862	Solarljios LLC	100%	1998-10-25	NE	033	21 0190N 0530E	
OMEGA 4	NV101303364	NV101303364	NMC798892	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
EX 1	NV101343653	NV101343653	NMC1062110	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 2	NV101343654	NV101343654	NMC1062111	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	028	21 0190N 0530E	
EX 3	NV101343655	NV101343655	NMC1062112	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 4	NV101343656	NV101343656	NMC1062113	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 5	NV101343657	NV101343657	NMC1062114	NMC1062110	Solarljios LLC	100%	2011-10-03	NW	033	21 0190N 0530E	
EX 7	NV101343658	NV101343658	NMC1062115	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	032	21 0190N 0530E	
EX 8	NV101343659	NV101343659	NMC1062116	NMC1062110	Solarljios LLC	100%	2011-10-03	NW	033	21 0190N 0530E	
EX 9	NV101343660	NV101343660	NMC1062117	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 10	NV101343661	NV101343661	NMC1062118	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 11	NV101343662	NV101343662	NMC1062119	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 12	NV101343663	NV101343663	NMC1062120	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 13	NV101343664	NV101343664	NMC1062121	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	032	21 0190N 0530E	
EX 14	NV101343665	NV101343665	NMC1062122	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	032	21 0190N 0530E	
EX 15	NV101343666	NV101343666	NMC1062123	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	033	21 0190N 0530E	
EX 16	NV101343667	NV101343667	NMC1062124	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 17	NV101343668	NV101343668	NMC1062125	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 18	NV101344891	NV101344891	NMC1062126	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 19	NV101344892	NV101344892	NMC1062127	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 20	NV101344893	NV101344893	NMC1062128	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	033	21 0190N 0530E	
EX 21	NV101344894	NV101344894	NMC1062129	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	032	21 0190N 0530E	
EX 22	NV101344895	NV101344895	NMC1062130	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	032	21 0190N 0530E	
EX 23	NV101344896	NV101344896	NMC1062131	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	033	21 0190N 0530E	
EX 24	NV101344897	NV101344897	NMC1062132	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 25	NV101344898	NV101344898	NMC1062133	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 26	NV101344899	NV101344899	NMC1062134	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 27	NV101344900	NV101344900	NMC1062135	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 28	NV101344901	NV101344901	NMC1062136	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	033	21 0190N 0530E	
EX 29	NV101344902	NV101344902	NMC1062137	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	032	21 0190N 0530E	
EX 30	NV101344903	NV101344903	NMC1062138	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	032	21 0190N 0530E	
EX 31	NV101344904	NV101344904	NMC1062139	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	033	21 0190N 0530E	

UNPATENTED MINING CLAIMS

Claim Name / ID	BLM Serial Number	BLM Lead File Number	BLM Legacy Serial Number	BLM Legacy Lead File Number	Current Claim Owner	Ownership Percentage (%) / Fraction	Date Claims Staked	Land Location			Comment
								Quad.	Sec.	Meridian / Township/ Range	
EX 32	NV101344905	NV101344905	NMC1062140	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 33	NV101344906	NV101344906	NMC1062141	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 35	NV101344907	NV101344907	NMC1062143	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	009	21 0180N 0530E	
EX 36	NV101344908	NV101344908	NMC1062144	NMC1062110	Solarljios LLC	100%	2011-10-03	NW	010	21 0180N 0530E	
EX 37	NV101344909	NV101344909	NMC1062145	NMC1062110	Solarljios LLC	100%	2011-10-03	NW	010	21 0180N 0530E	
EX 38	NV101344910	NV101344910	NMC1062146	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	009	21 0180N 0530E	
EX 41	NV101344911	NV101344911	NMC1062149	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	010	21 0180N 0530E	
EX 42	NV101346112	NV101346112	NMC1062150	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	010	21 0180N 0530E	
EX 43	NV101346113	NV101346113	NMC1062151	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	010	21 0180N 0530E	
EX 44	NV101346114	NV101346114	NMC1062152	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	009	21 0180N 0530E	
AUGUST 1	NV101348186	NV101348186	NMC798898	NMC798862	Solarljios LLC	100%	1998-10-24	SW	034	21 0190N 0530E	
HUCKLEBERRY	NV101401834	NV101401834	NMC798862	NMC798862	Solarljios LLC	100%	1998-10-23	NE	034	21 0190N 0530E	
HILLSIDE 6	NV101451434	NV101451434	NMC798878	NMC798862	Solarljios LLC	100%	1998-10-25	NW	034	21 0190N 0530E	
WABASH 3	NV101451729	NV101451729	NMC798883	NMC798862	Solarljios LLC	100%	1998-10-25	NE	033	21 0190N 0530E	
WABASH 5	NV101452917	NV101452917	NMC798885	NMC798862	Solarljios LLC	100%	1998-10-28	NE	033	21 0190N 0530E	
WABASH	NV101454223	NV101454223	NMC798880	NMC798862	Solarljios LLC	100%	1998-10-23	NW	034	21 0190N 0530E	
BALTIC	NV101455163	NV101455163	NMC798864	NMC798862	Solarljios LLC	100%	1998-10-24	NW	003	21 0180N 0530E	
OPHIR 4	NV101455370	NV101455370	NMC798908	NMC798862	Solarljios LLC	100%	1998-10-28	NE	010	21 0180N 0530E	
PARNELL	NV101455474	NV101455474	NMC798871	NMC798862	Solarljios LLC	100%	1998-10-24	NW	003	21 0180N 0530E	
NEVADA	NV101456082	NV101456082	NMC798867	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
HILLSIDE 3	NV101458397	NV101458397	NMC798875	NMC798862	Solarljios LLC	100%	1998-10-23	NE	034	21 0190N 0530E	
GROVER CLEVELAND	NV101458861	NV101458861	NMC798869	NMC798862	Solarljios LLC	100%	1998-10-24	SW	034	21 0190N 0530E	
OMEGA 8	NV101459678	NV101459678	NMC798896	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
AUGUST	NV101478451	NV101478451	NMC798897	NMC798862	Solarljios LLC	100%	1998-10-24	SW	034	21 0190N 0530E	
OMEGA 1	NV101479296	NV101479296	NMC798889	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
FOURTH OF JULY FRAC	NV101480194	NV101480194	NMC798863	NMC798862	Solarljios LLC	100%	1998-10-28	NE	003	21 0180N 0530E	
NORTHERN LIGHT	NV101491254	NV101491254	NMC798866	NMC798862	Solarljios LLC	100%	1998-10-24	SE	034	21 0190N 0530E	
AUGUST 9	NV101492037	NV101492037	NMC798903	NMC798862	Solarljios LLC	100%	1998-10-28	NW	003	21 0180N 0530E	
OPHIR 1	NV101492102	NV101492102	NMC798905	NMC798862	Solarljios LLC	100%	1998-10-28	NW	003	21 0180N 0530E	
OMEGA 6	NV101494464	NV101494464	NMC798894	NMC798862	Solarljios LLC	100%	1998-10-24	SW	034	21 0190N 0530E	
HILLSIDE 4	NV101504544	NV101504544	NMC798876	NMC798862	Solarljios LLC	100%	1998-10-23	NE	034	21 0190N 0530E	
LEVIATHAN	NV101522074	NV101522074	NMC798870	NMC798862	Solarljios LLC	100%	1998-10-24	SW	034	21 0190N 0530E	

UNPATENTED MINING CLAIMS

Claim Name / ID	BLM Serial Number	BLM Lead File Number	BLM Legacy Serial Number	BLM Legacy Lead File Number	Current Claim Owner	Ownership Percentage (%) / Fraction	Date Claims Staked	Land Location			Comment
								Quad.	Sec.	Meridian / Township/ Range	
UTAH	NV101525020	NV101525020	NMC798868	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
HILLSIDE	NV101525681	NV101525681	NMC798872	NMC798862	Solarljios LLC	100%	1998-10-23	NW	034	21 0190N 0530E	
WABASH 1	NV101540858	NV101540858	NMC798881	NMC798862	Solarljios LLC	100%	1998-10-28	NE	033	21 0190N 0530E	
WABASH FRACTION	NV101544890	NV101544890	NMC798879	NMC798862	Solarljios LLC	100%	1998-10-23	NW	034	21 0190N 0530E	
PMJV 3	NV101578368	NV101578368	NMC817579	NMC817577	Solarljios LLC	100%	2000-06-21	NW	034	21 0190N 0530E	
PMJV 4	NV101578369	NV101578369	NMC817580	NMC817577	Solarljios LLC	100%	2000-06-24	NW	003	21 0180N 0530E	
PMJV 5	NV101578370	NV101578370	NMC817581	NMC817577	Solarljios LLC	100%	2000-06-08	NE	034	21 0190N 0530E	
PMJV 6	NV101578371	NV101578371	NMC817582	NMC817577	Solarljios LLC	100%	2000-06-24	NE	003	21 0180N 0530E	
PMJV 10	NV101578372	NV101578372	NMC817586	NMC817577	Solarljios LLC	100%	2000-06-20	NE	033	21 0190N 0530E	
PMJV 14	NV101578373	NV101578373	NMC817590	NMC817577	Solarljios LLC	100%	2000-07-07	SE	003	21 0180N 0530E	
PMJV 16	NV101578374	NV101578374	NMC817592	NMC817577	Solarljios LLC	100%	2000-07-14	NW	003	21 0180N 0530E	
WABASH 2	NV101600574	NV101600574	NMC798882	NMC798862	Solarljios LLC	100%	1998-10-25	NE	033	21 0190N 0530E	
OMEGA 3	NV101600931	NV101600931	NMC798891	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
WABASH 6	NV101601972	NV101601972	NMC798886	NMC798862	Solarljios LLC	100%	1998-10-28	NE	033	21 0190N 0530E	
EX 50	NV101746670	NV101746670	NMC1078470	NMC1078470	Solarljios LLC	100%	2012-09-04	NW	003	21 0180N 0530E	
GAP 7	NV101746671	NV101746671	NMC1078471	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	003	21 0180N 0530E	
GAP 9	NV101746672	NV101746672	NMC1078472	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	003	21 0180N 0530E	
GAP 10	NV101746673	NV101746673	NMC1078473	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	003	21 0180N 0530E	
GAP 11	NV101746674	NV101746674	NMC1078474	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	003	21 0180N 0530E	
GAP 12	NV101746675	NV101746675	NMC1078475	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	003	21 0180N 0530E	
GAP 13	NV101746676	NV101746676	NMC1078476	NMC1078470	Solarljios LLC	100%	2012-09-04	NW	002	21 0180N 0530E	
GAP 16	NV101746677	NV101746677	NMC1078477	NMC1078470	Solarljios LLC	100%	2012-09-04	NW	034	21 0190N 0530E	
PMJV1	NV101746678	NV101746678	NMC1078478	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	033	21 0190N 0530E	
PMJV2	NV101746679	NV101746679	NMC1078479	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	004	21 0180N 0530E	
PMJV7	NV101746680	NV101746680	NMC1078480	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	033	21 0190N 0530E	
PMJV8	NV101746681	NV101746681	NMC1078481	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	033	21 0190N 0530E	
PMJV9	NV101746682	NV101746682	NMC1078482	NMC1078470	Solarljios LLC	100%	2012-09-04	NW	034	21 0190N 0530E	
PMJV13	NV101746683	NV101746683	NMC1078483	NMC1078470	Solarljios LLC	100%	2012-09-04	SW	003	21 0180N 0530E	
PMJV15	NV101747106	NV101747106	NMC1078484	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	033	21 0190N 0530E	
PMJV17	NV101747107	NV101747107	NMC1078485	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	003	21 0180N 0530E	
SSV 198	NV101747108	NV101747108	NMC1078486	NMC1078470	Solarljios LLC	100%	2012-09-04	NW	003	21 0180N 0530E	
SSV 199	NV101747109	NV101747109	NMC1078487	NMC1078470	Solarljios LLC	100%	2012-09-04	NW	003	21 0180N 0530E	
SSV 200	NV101747110	NV101747110	NMC1078488	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	004	21 0180N 0530E	
SSV 201	NV101747111	NV101747111	NMC1078489	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	004	21 0180N 0530E	

UNPATENTED MINING CLAIMS

Claim Name / ID	BLM Serial Number	BLM Lead File Number	BLM Legacy Serial Number	BLM Legacy Lead File Number	Current Claim Owner	Ownership Percentage (%) / Fraction	Date Claims Staked	Land Location			Comment
								Quad.	Sec.	Meridian / Township/ Range	
OMEGA 7	NV101752890	NV101752890	NMC798895	NMC798862	Solarljøs LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
OMEGA 5	NV101755468	NV101755468	NMC798893	NMC798862	Solarljøs LLC	100%	1998-10-23	SE	034	21 0190N 0530E	
OPHIR 3	NV101757806	NV101757806	NMC798907	NMC798862	Solarljøs LLC	100%	1998-10-24	NE	003	21 0180N 0530E	

Part B - Other Rights

All Other Rights attaching to the Mineral Claims indicated in "Part A – Mineral Rights" above, other than the vested water rights attaching to the Napa patented Mineral Claim (survey 320).

Part C - Other Assets

Any additional equipment to be contributed to the LLC to be determined by mutual agreement of the Parties.

Part D - Permits

- Plan of Operations titled *Prospect Mountain Project Plan of Operations and Reclamation Permit Application (NVN-092893 (Project))* approved by the Bureau of Land Management on July 12, 2019.
- Finding of No Significant Impact (FONSI) by Bureau of Land Management (Case File Number: NVN-092893) dated July 12, 2019.
- Water Pollution Control Permit NEV2017108 to Gullsil, LLC dated effective January 21, 2020 issued by the Nevada Division of Environmental Protection pursuant to a Notice of Decision dated January 6, 2019.

SCHEDULE 2 – DEFINITIONS AND INTERPRETATION

PART A – DEFINITIONS

- (a) **“Acquired Interest”** means the Interest in the LLC acquired by NPR Nevada upon the formation of the LLC;
- (b) **“Affiliate”** has the meaning ascribed to such term under the *Securities Act* (Alberta);
- (c) **“Agreement”** means this royalty agreement and its schedules, as amended and modified from time to time;
- (d) **“Anti-Bribery Laws”** means any laws enacted under any applicable jurisdiction which regulates the use of criminal acts, such as bribery, corruption, conflicts of interest or related or similar offenses in any country where the entity is conducting business. This includes, the *Foreign Corrupt Practices Act 1977, as amended*, (United States of America), the *Bribery Act 2010* (UK), the *OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions* and *Corruption of Foreign Public Officials Act* (Canada) and any other similar laws or regulations in any other jurisdiction relating to corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons and laws requiring the disclosure of agency relationships or commissions and the anticorruption rules of any public international organization or international financial institution with which a Party does business;
- (e) **“Applicable Law”** or **“Applicable Laws”** means any applicable laws with respect to any Person, including the common law and any federal, national, state, regional, provincial, territorial, municipal or local commercial, securities, corporate, Tax, personal land use and zoning, sanitizing, occupational health and safety, real property, security, competition, mining, environmental, water, energy, investment, property ownership laws, Anti-Bribery Laws, Environmental Laws and other laws (whether statutory, common or otherwise), and any constitution, treaty, convention, ordinance, code, statute, rule, regulation, order, injunction, judgment, directive, decree, ruling, guideline, policy or other similar requirement enacted, adopted, promulgated, issued or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise;
- (f) **“Assets”** means all tangible and intangible goods, chattels, improvements or other items including, without limiting generality, land, buildings, and equipment;
- (g) **“Business Day”** means any day other than a Saturday, Sunday or a public or statutory holiday in the place where an act is to be performed or a payment or delivery of notice is to be made;
- (h) **“Claim”** means any claim, action, damage, loss (including loss arising from a withheld or abated payment under this Agreement), liability, cost, charge, expense, outgoing, payment or demand of any nature and whether present or future, fixed or unascertained, actual or contingent and whether at law, in equity, under statute, contract or otherwise;
- (i) **“Dispute”** means any dispute, question or difference of opinion arising out of or in connection with this Agreement;
- (j) **“Dispute Notice”** has the meaning given in **section 5.12(b)**;
- (k) **“Dispute Representative”** has the meaning given in **section 5.12(b)**;
- (l) **“Encumbrance”** means any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by Applicable Law, including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of pre-emption, privilege, encumbrance, easement, hypothec, pledge, title retention agreement, reservation of title, servitude, right of way, restrictive covenant, right of use, license or license fee, royalty, production payment, trust, back-in rights, rights of first refusal

or offer, or any matter capable of registration against title or any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, any interest in, or the right to use or occupy, property or Assets; and “**Encumber**” means to create an Encumbrance on real or personal property; and words such as “**Encumbered**” and “**Encumbering**” have corresponding meanings;

- (m) “**Environmental Laws**” means Applicable Laws aimed at reclamation or restoration of the Royalty Properties and real estate or mineral claims in general; abatement, mitigation, remediation, or cleanup of pollution pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or materials or wastes; protection of human health and the environment; protection of wildlife, including endangered species; preservation, degradation, loss, damage, restoration, replacement or reclamation of natural resources; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, storage or control of hazardous materials or substances; releases or threatened releases or migration of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or materials into, within, or through the environment, including ambient air, surface water, soil, soil gas, subsurface strata, and groundwater; and all other Applicable Laws relating to the generating, manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or hazardous wastes;
- (n) “**Governmental Authority**” means any federal, state, provincial, territorial, regional, municipal or local government or authority, quasi government authority, including any governmental division, department, agency, body, commission, instrumentality, official, fiscal or judicial body, government or self-regulatory organization, commission, board, tribunal, organization, stock exchange, court, arbitrator, arbitration panel or tribunal, any central bank or similar monetary or regulatory authority or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, any wholly or partially state-owned or government-owned entity or enterprise or any public international organisation having jurisdiction or authority over the Parties or the subject matter of this Agreement, and also includes any:
 - (i) individual who is employed by or acting on behalf of a Governmental Authority;
 - (ii) political party, party official or candidate;
 - (iii) individual who holds or performs the duties of an appointment, office or position created by custom or convention; or
 - (iv) individual who holds himself out to be authorised intermediary of any person specified in paragraphs (i), (ii) or (iii) above;
- (o) “**Interest**” means, with respect to a Member (i) the limited liability company interest of the Member in the LLC (and by extension the beneficial interest in the Royalty Properties and the Other Assets through its interest in the LLC), (ii) the Member’s status as a Member, (iii) all other rights, benefits and privileges enjoyed by a Member as described in the LLC Operating Agreement, and (iv) all obligations, duties and liabilities imposed on a Member under the LLC Operating Agreement in its capacity as a Member (but not in the capacity of the Operator or other capacity). The Interest of a Member shall be reflected as a percentage, reflecting the percentage interest of the Member;
- (p) “**LLC**” has the meaning given in the recitals to this Agreement;
- (q) “**LLC Operating Agreement**” means the operating agreement of the LLC dated [●];
- (r) “**Member**” means a party that has an Interest, meaning NPR Nevada and the Royalty Holder under the LLC Operating Agreement;
- (s) “**Mineral Rights**” means mineral claims, patented mines, patented mining claims, unpatented mines, unpatented mining claims, lode claims, placer claims, tunnel rights, mill sites, mineral rights, surface rights, prospecting Permits, mine sites, exploration Permits, mining Permits, mining or mineral leases,

mineral concessions and other forms of tenure or other rights to Minerals or to work upon land for the purpose of exploring for, developing or extracting Minerals under any form of title recognized under the Applicable Laws, whether contractual, statutory or otherwise, or any interest therein;

- (t) “**Minerals**” means any and all ores and minerals, precious and base, metallic and non-metallic (and concentrates derived therefrom), in, on, within or under the Royalty Properties which may lawfully be explored for, mined and sold;
- (u) “**Notice**” or “**notice**” has the meaning given in **section 5.3(a)**;
- (v) “**NPR**” means North Peak Resources Ltd.;
- (w) “**NPR Nevada**” means North Peak (Nevada) Ltd.;
- (x) “**Operations**” means every kind of work done, or activity performed by the Operator on or in respect of the Royalty Properties including investigating, prospecting, exploring, sampling, assaying, developing, analysing, property maintenance, preparation of reports, estimates and studies, filing assessment work, surveying, designing, equipping improving, construction and mining, milling, concentrating, rehabilitation, reclamation and environmental protection, and any management and administration necessary to conduct the foregoing work or activities;
- (y) “**Operator**” means NPR Nevada;
- (z) “**Other Assets**” means those Assets listed under “Other Assets” in **Schedule 1**;
- (aa) “**Other Rights**” means any interest in real property, whether freehold, leasehold, license, right of way, easement, entry, right to work, and any other surface, Permit or other right in relation to real property, and any right, license or Permit in relation to the use or diversion of water, but excluding any Mineral Rights;
- (bb) “**Parties**” means the parties to this Agreement, and “**Party**” means one of such party, or a particular such party, as the context requires;
- (cc) “**Permit**” or “**Permits**” means any license, permit, certificate, consent, order, grant, approval, classification, registration, exemption, right or other authorization of or from any Governmental Authority in connection with the Royalty Properties or Operations, but excluding Other Rights;
- (dd) “**Person**” includes an individual, general partnership, limited partnership, corporation, company, limited liability company, unincorporated association, unincorporated syndicate, unincorporated organization, joint venture, Governmental Authority, trust, trustee, executor, administrator or other legal representative;
- (ee) “**PM Assets**” means the Mineral Rights, Other Rights, Other Assets and Permits as listed in **Schedule 1**;
- (ff) “**Royalty Holder**” means Solarljos, LLC.
- (gg) “**Royalty Properties**” means (i) those PM Assets described in **Schedule 1**; and (ii) any present or future renewal, extension, modification, substitution, amalgamation or variation of any of those PM Assets described in **Schedule 1** or Mineral Rights or Other Rights that derive directly from those PM Assets described in **Schedule 1** (whether granting or conferring the same or lesser rights and whether extending over the same or a lesser domain);
- (hh) “**Tax**” or “**Taxes**” means all federal, state, provincial, territorial, regional, county, municipal, local or foreign taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Governmental Authority, including (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal

property, *ad valorem*, transfer, license, profits, windfall profits, environmental, payroll, employment, employer health, pension plan, anti-dumping, countervail or excise tax; (ii) all withholdings on amounts paid to or by the relevant Person; (iii) all employment insurance premiums, government pension plan contributions or premiums; (iv) any fine, penalty, interest, or addition to tax; (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency, or fee; and (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of Applicable Law;

- (ii) **“Third Party”** means any Person other than a Party hereto or an Affiliate of a Party hereto;
- (jj) **“Transfer”** when used as a verb, means to sell, grant, assign, create an Encumbrance, pledge or otherwise convey, or dispose of or commit to do any of the foregoing, or to arrange for substitute performance by an Affiliate or Third Party (except as permitted under this Agreement), either directly or indirectly; and, when used as a noun, means such a sale, grant, assignment, creation of an Encumbrance or pledge or other conveyance or disposition, or such an arrangement, and words such as **“Transferred”** and **“Transferring”** shall have corresponding meanings; and
- (kk) **“Year”** means each period of 12 consecutive months.

FIRST AMENDMENT TO AGREEMENT TO FORM VENTURE

THIS FIRST AMENDMENT TO AGREEMENT TO FORM VENTURE dated effective as of July 21, 2023 (this "**Amendment**") amends the Agreement to Form Venture dated effective May 2, 2023 (the "**Agreement**"), entered into by and between North Peak Resources Ltd., North Peak (Nevada) Ltd., Solarljøs, LLC ("**Solarljøs**"), Gullsil, LLC ("**Gullsil**") and the member of each of Solarljøs and Gullsil. Any terms not defined in this Amendment will have the meaning set forth in the Agreement.

WHEREAS the Parties have agreed to amend the structure resulting from the Agreement and propose to make amendments to the Agreement as set forth in this Amendment to reflect those agreements;

AND WHEREAS the Parties have been making all efforts to give effect to the actions referred to in sections 2.1(c) and 2.1(h) of the Agreement, the Parties acknowledge that additional time may be required to complete those actions in their entirety and therefore propose to make amendments to the Agreement as set forth in this Amendment;

IN CONSIDERATION OF, among other things, the mutual promises contained in this Agreement, the Parties agree as follows:

1. Amendments

1.1 Section 2.1(a) of the Agreement is hereby amended and restated in its entirety as follows:

- (a) Subject to the terms of this Agreement, the Parties hereby agree to cause the formation of a new Nevada LLC (the "**LLC**"), and in connection therewith:
 - (i) all of the Permits will be transferred out of Gullsil and to the LLC (**section 2.1(c)(ii)**); and
 - (ii) the Mineral Rights, Other Rights and Other Assets set forth in **Schedule 3** will be transferred out of Solarljøs and to the LLC (**section 2.1(c)(iii)**).

1.2 Section 2.1(c) of the Agreement is hereby amended and restated in its entirety as follows:

- (c) Within 90 days of the Start Date (being August 21, 2023):
 - (i) NPR and the Erickson Member shall cause the formation of the LLC, and NPR Nevada and the Erickson Member shall execute and deliver a limited liability company operating agreement to govern the LLC in the form of **Schedule 4** (the "**LLC Operating Agreement**");
 - (ii) Gullsil and the Gullsil Members, as applicable, shall execute and deliver the necessary agreements, forms and/or assignments in forms mutually agreed to by NPR and the Erickson Member, that transfer the Permits to the LLC;
 - (iii) Solarljøs and the Solarljøs Members, as applicable, shall execute and deliver recordable conveyances, deeds and/or assignments in forms mutually agreed to by NPR and the Erickson Member, that transfer the Mineral Rights, Other Rights and Other Assets set forth in **Schedule 3** to the LLC; and
 - (iv) the PM Exploration Data shall also be contributed to and for the benefit of the LLC.

1.3 Section 2.1(h) of the Agreement is hereby amended by deleting the wording "90 days" in such Section 2.1(h) in its entirety and replacing it with "150 days".

1.4 Section 3.4(b)(i) of the Agreement is hereby amended by deleting the wording "which shall include Gullsil and the Claims LLC" in such Section 3.4(b)(i) in its entirety.

1.5 Section 11.2(a)(i) of the Agreement is hereby amended by deleting the wording "Gullsil and the Claims LLC" in such Section 11.2(a)(i) in its entirety and replacing it with "the LLC".

- 1.6 The definition of "Claims LLC" as set forth in subsection (o) of Part A of Schedule 2 of the Agreement is hereby amended by deleting the wording "has the meaning given in section 2.1(a)(ii);" and replacing it with "[intentionally deleted];".

2. No Other Changes


Except as set forth in this Amendment, the parties' rights and obligations under the Agreement remain unchanged.

3. Miscellaneous

This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. A signature delivered by facsimile, .pdf or other reliable form of electronic reproduction will be considered an original for purposes of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Amendment, by causing this Amendment to be executed by their authorized representatives below.

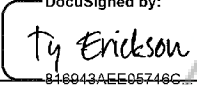
NORTH PEAK RESOURCES LTD.

By: 
Name: Brian Hinchcliffe
Title: CEO

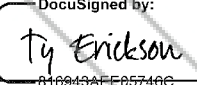
NORTH PEAK (NEVADA) LTD.

By: 
Name: Brian Hinchcliffe
Title: CEO


SOLARLJOS, LLC, as executed on its behalf by its duly authorized Manager (Netgenesis, Inc.)

By: 
DocuSigned by: 816943AE05746C...
Name: Ty B. Erickson
Title: Director

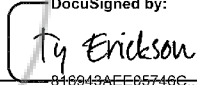
GULLSIL, LLC, as executed on its behalf by its duly authorized Manager (Netgenesis, Inc.)

By: 
DocuSigned by: 816943AE05746C...
Name: Ty B. Erickson
Title: Director

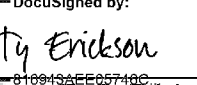
SOLARLJOS MEMBERS, as executed by Netgenesis, Inc.

By: 
DocuSigned by: 816943AE05746C...
Name: Ty B. Erickson
Title: Director

GULLSIL MEMBERS, as executed by Netgenesis, Inc.

By: 
DocuSigned by: 816943AE05746C...
Name: Ty B. Erickson
Title: Director

ERICKSON MEMBER, as executed by Solarljios, LLC by its duly authorized Manager (Netgenesis, Inc.)

By: 
DocuSigned by: 816943AE05746C...
Name: Ty B. Erickson
Title: Director

:

EXHIBIT 2
Patented and Unpatented Mining Claims

Patented Mining Claims

Total = 55

Claim Name	Assessor's Parcel Number (APN)	Mineral Survey No.	Interest Conveyed (% or Fraction)	Limitations
Antelope	009-330-01	215	100%	
Apache	009-330-01	178	100%	
Avon	009-330-01	243	85%	
Banner	009-330-01	156	100%	
Cloud	009-330-01	194	100%	
Clyde	009-330-01	129	100%	
Compass	009-330-01	302	9/16	
Daylesford	009-330-01	264A	100%	
Daylesford Mill Site	009-250-07	264B	100%	
Dead Broke	009-330-01	191	100%	
Delaware	009-330-01	157	100%	
Diamond	009-330-01	221	100%	
East Oakland	009-330-01	186	100%	
Eldorado No.2	009-260-11	140	1/8	
Excelsior	009-330-01	181	100%	
Excelsior & Caslo Zeno	009-330-01	142	100%	
Fanny & Frankie Scott	009-330-01	198	100%	
Fourth of July	009-330-01	82	100%	
Gas Light	009-330-01	145	100%	
General Washington	009-330-01	128A	100%	
Gore	009-330-01	162	100%	
Hawkeye	009-330-01	223	100%	
Hibernia	009-330-01	311	100%	
Hugenot	009-330-01	115	100%	
Ida	009-330-01	199	100%	
Kit Carson	009-330-01	163	100%	
Krao	009-330-01	319	100%	
Lantern	009-330-01	183	100%	
Laral	009-330-01	188	50%	
Lena	009-330-01	303	9/16	
Lizzie L	009-330-01	224	100%	
Madrid	009-330-01	166	100%	
Manhattan	009-330-01	179	62 1/2	
May Day Queen	009-330-01	144	100%	
McNaughton	009-330-01	171	100%	
Metamoras	009-330-01	127A	100%	
Metamoras Mill Site	009-250-07	127B	100%	
Miland	009-260-11	132&135	100%	
Morris	009-330-01	169A	100%	
Napa	009-260-11	320	100%	Mineral Rights Only
New Years	009-330-01	193	100%	
Old Put	009-330-01	245A	100%	

Oversight	009-330-01	282	100%	
Ozark	009-330-01	158	100%	
Pioneer	009-330-01	177	75%	
Republic	009-330-01	296	100%	
Sage Brush	009-330-01	185	100%	
San Jose	009-330-01	182	100%	
Silver Conner 50%	009-330-01	187	50%	
Star of Eureka	009-330-01	312	100%	
Sunset	009-330-01	205	1/8	
Welch King	009-330-01	184	100%	
Whip Poor Will	009-330-01	168	100%	
Williams	009-330-01	170	100%	
Young Mable	009-330-01	263	100%	

Unpatented Mining Claims

Total = 103

Claim Name	BLM Serial No.	Location		
		Quad.	Sec.	Meridian/Township/ Range
OMEGA 2	NV101301374	NE	003	21 0180N 0530E
WABASH 4	NV101301494	NE	033	21 0190N 0530E
WABASH 8	NV101302250	NE	033	21 0190N 0530E
OMEGA 4	NV101303364	NE	003	21 0180N 0530E
EX 1	NV101343653	NE	033	21 0190N 0530E
EX 2	NV101343654	SW	028	21 0190N 0530E
EX 3	NV101343655	NE	033	21 0190N 0530E
EX 4	NV101343656	NE	033	21 0190N 0530E
EX 5	NV101343657	NW	033	21 0190N 0530E
EX 7	NV101343658	NE	032	21 0190N 0530E
EX 8	NV101343659	NW	033	21 0190N 0530E
EX 9	NV101343660	NE	033	21 0190N 0530E
EX 10	NV101343661	NE	033	21 0190N 0530E
EX 11	NV101343662	NE	033	21 0190N 0530E
EX 12	NV101343663	NE	033	21 0190N 0530E
EX 13	NV101343664	NE	032	21 0190N 0530E
EX 14	NV101343665	SE	032	21 0190N 0530E
EX 15	NV101343666	SW	033	21 0190N 0530E
EX 16	NV101343667	NE	033	21 0190N 0530E
EX 17	NV101343668	SE	033	21 0190N 0530E
EX 18	NV101344891	SE	033	21 0190N 0530E
EX 19	NV101344892	SE	033	21 0190N 0530E
EX 20	NV101344893	SW	033	21 0190N 0530E
EX 21	NV101344894	SE	032	21 0190N 0530E
EX 22	NV101344895	SE	032	21 0190N 0530E
EX 23	NV101344896	SW	033	21 0190N 0530E
EX 24	NV101344897	SE	033	21 0190N 0530E
EX 25	NV101344898	SE	033	21 0190N 0530E
EX 26	NV101344899	SE	033	21 0190N 0530E
EX 27	NV101344900	SE	033	21 0190N 0530E

EX 28	NV101344901	SW	033	21 0190N 0530E
EX 29	NV101344902	SE	032	21 0190N 0530E
EX 30	NV101344903	SE	032	21 0190N 0530E
EX 31	NV101344904	SW	033	21 0190N 0530E
EX 32	NV101344905	SE	033	21 0190N 0530E
EX 33	NV101344906	SE	033	21 0190N 0530E
EX 35	NV101344907	NE	009	21 0180N 0530E
EX 36	NV101344908	NW	010	21 0180N 0530E
EX 37	NV101344909	NW	010	21 0180N 0530E
EX 38	NV101344910	NE	009	21 0180N 0530E
EX 41	NV101344911	NE	010	21 0180N 0530E
EX 42	NV101346112	SW	010	21 0180N 0530E
EX 43	NV101346113	SW	010	21 0180N 0530E
EX 44	NV101346114	SE	009	21 0180N 0530E
AUGUST 1	NV101348186	SW	034	21 0190N 0530E
HUCKLEBERRY	NV101401834	NE	034	21 0190N 0530E
HILLSIDE 6	NV101451434	NW	034	21 0190N 0530E
WABASH 3	NV101451729	NE	033	21 0190N 0530E
WABASH 5	NV101452917	NE	033	21 0190N 0530E
WABASH	NV101454223	NW	034	21 0190N 0530E
BALTIC	NV101455163	NW	003	21 0180N 0530E
OPHIR 4	NV101455370	NE	010	21 0180N 0530E
PARNELL	NV101455474	NW	003	21 0180N 0530E
NEVADA	NV101456082	NE	003	21 0180N 0530E
HILLSIDE 3	NV101458397	NE	034	21 0190N 0530E
GROVER CLEVELAND	NV101458861	SW	034	21 0190N 0530E
OMEGA 8	NV101459678	NE	003	21 0180N 0530E
AUGUST	NV101478451	SW	034	21 0190N 0530E
OMEGA 1	NV101479296	NE	003	21 0180N 0530E
FOURTH OF JULY FRAC	NV101480194	NE	003	21 0180N 0530E
NORTHERN LIGHT	NV101491254	SE	034	21 0190N 0530E
AUGUST 9	NV101492037	NW	003	21 0180N 0530E
OPHIR 1	NV101492102	NW	003	21 0180N 0530E
OMEGA 6	NV101494464	SW	034	21 0190N 0530E
HILLSIDE 4	NV101504544	NE	034	21 0190N 0530E
LEVIATHAN	NV101522074	SW	034	21 0190N 0530E
UTAH	NV101525020	NE	003	21 0180N 0530E
HILLSIDE	NV101525681	NW	034	21 0190N 0530E
WABASH 1	NV101540858	NE	033	21 0190N 0530E
WABASH FRACTION	NV101544890	NW	034	21 0190N 0530E
PMJV 3	NV101578368	NW	034	21 0190N 0530E
PMJV 4	NV101578369	NW	003	21 0180N 0530E
PMJV 5	NV101578370	NE	034	21 0190N 0530E
PMJV 6	NV101578371	NE	003	21 0180N 0530E
PMJV 10	NV101578372	NE	033	21 0190N 0530E
PMJV 14	NV101578373	SE	003	21 0180N 0530E
PMJV 16	NV101578374	NW	003	21 0180N 0530E
WABASH 2	NV101600574	NE	033	21 0190N 0530E
OMEGA 3	NV101600931	NE	003	21 0180N 0530E
WABASH 6	NV101601972	NE	033	21 0190N 0530E
EX 50	NV101746670	NW	003	21 0180N 0530E
GAP 7	NV101746671	NE	003	21 0180N 0530E
GAP 9	NV101746672	NE	003	21 0180N 0530E

GAP 10	NV101746673	NE	003	21 0180N 0530E
GAP 11	NV101746674	NE	003	21 0180N 0530E
GAP 12	NV101746675	NE	003	21 0180N 0530E
GAP 13	NV101746676	NW	002	21 0180N 0530E
GAP 16	NV101746677	NW	034	21 0190N 0530E
PMJV1	NV101746678	NE	033	21 0190N 0530E
PMJV2	NV101746679	NE	004	21 0180N 0530E
PMJV7	NV101746680	NE	033	21 0190N 0530E
PMJV8	NV101746681	NE	033	21 0190N 0530E
PMJV9	NV101746682	NW	034	21 0190N 0530E
PMJV13	NV101746683	SW	003	21 0180N 0530E
PMJV15	NV101747106	NE	033	21 0190N 0530E
PMJV17	NV101747107	NE	003	21 0180N 0530E
SSV 198	NV101747108	NW	003	21 0180N 0530E
SSV 199	NV101747109	NW	003	21 0180N 0530E
SSV 200	NV101747110	NE	004	21 0180N 0530E
SSV 201	NV101747111	NE	004	21 0180N 0530E
OMEGA 7	NV101752890	NE	003	21 0180N 0530E
OMEGA 5	NV101755468	SE	034	21 0190N 0530E
OPHIR 3	NV101757806	NE	003	21 0180N 0530E

EXHIBIT 3

NSR Royalty Agreement and Grant of Royalty

[Next Page]

COPY

NSR ROYALTY AGREEMENT AND GRANT OF ROYALTY

THIS AGREEMENT (as amended, modified, supplemented or restated, this "**Agreement**") is made and entered into as of August 17, 2023, by and between North Peak Gold LLC, a limited liability corporation formed under the laws of Nevada (having its mailing address at c/o North Peak Resources Ltd., 82 Richmond Street East, Suite 200, Toronto, Ontario M5C 1P1), as the grantor (the "**LLC**") and **SOLARLJOS, LLC**, a limited liability company formed and existing under the laws of State of Nevada (having its mailing address at 7825 Campers Village Avenue, Las Vegas, Nevada 89178), as the grantee (the "**Royalty Holder**").

INTRODUCTION

- A. Pursuant to the Agreement to Form Venture dated May 2, 2023, as amended, between the Royalty Holder, North Peak Resources Ltd. ("**NPR**"), North Peak (Nevada) Ltd. ("**NPR Nevada**"), Gullsil, LLC, the members of the Royalty Holder and the members of Gullsil LLC (the "**Venture Agreement**"), North Peak (Nevada) Ltd. (directly or indirectly through its Affiliate) owns and holds the Acquired Interest (and by extension owns or holds an 80% Interest in the PM Assets (as defined herein)) and has the right to acquire 100% of the Interest as set forth in section 3.4 of the Venture Agreement (and by extension owning or holding a 100% Interest in the PM Assets).
- B. The LLC has agreed to grant to the Royalty Holder royalties on all Minerals (defined below) produced from the Mineral Rights explicitly described in Schedule 1 (the "**Royalty Properties**") on the terms and conditions set forth herein.

IN CONSIDERATION OF the promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, each of the LLC and the Royalty Holder (each a "**Party**" and collectively, the "**Parties**") agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Definitions.** Unless the context otherwise expressly requires, capitalized words and phrases used in this Agreement, the Schedules hereto and in all notices and communications to be made pursuant to this Agreement will have the meanings set out in Part A of Schedule 2 hereto, unless otherwise defined elsewhere in this Agreement.
- 1.2 Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Nevada, without giving effect to those principles of conflicts of laws that might otherwise require application of the laws of any other jurisdiction.

2. EFFECTIVENESS OF AGREEMENT

This Agreement and the obligations of the Parties under it will come into effect on the date hereof.

3. GRANT, CALCULATION AND PAYMENT OF ROYALTIES

3.1 Grant of Royalties. Subject to the terms and conditions of this Agreement (including, without limitation, section 3.3(b)), the LLC hereby grants and agrees to pay to the Royalty Holder the following production royalties (the "**Royalties**"):

- (a) one percent (1%) of the Gold Net Smelter Returns (defined below); and
- (b) one percent (1%) of the Other Minerals Net Smelter Returns (defined below).

3.2 Calculation of Royalties. As used this Agreement:

- (a) "**Gold Net Smelter Returns**" shall be determined for purposes of the Royalty set forth in section 3.1(a) and payable in any Quarter by multiplying (i) the gross number of recovered ounces of gold

recovered from production from the Royalty Properties (and for clarity, from no other property or interest) that is delivered to the Refiner during the preceding Quarter ("**Gold Production**"), by (ii) the Quarterly Average Gold Price, and subtracting from the product of (i) and (ii) the following: (A) charges imposed by the Refiner for smelting, handling, refining, treating or processing the gold contained in such Gold Production (inclusive of all rebates and discounts provided or applied by the Refiner) unless such amounts are already reflected in the price per unit weight paid by the Refiner (provided, however, in the case of leaching operations or other solution mining or beneficiation techniques, where the metal being treated is precipitated or otherwise directly derived from such leach solution, all processing and recovery costs incurred by the LLC, beyond the point at which the metal being treated is in solution, will be considered as treatment charges); (B) commercially reasonable penalty substance (including, but not being limited to, metal losses and penalties for impurities), assaying, sampling and such similar charges imposed by the Refiner for smelting, refining or processing minerals contained in such Gold Production; (C) charges and costs, if any, for handling, transportation, security and insurance of concentrates, doré, ores and other materials from the Royalty Properties to places where such minerals or products are smelted, refined, sold or otherwise disposed of; (D) ad valorem taxes and taxes actually paid or to be paid based upon production, but not income or export taxes; and (E) external marketing costs paid to unaffiliated third parties, including sales commissions, incurred in selling ore mined from the claims and from concentrate, metal and products derived from ore mined from the Royalty Properties, all as specifically attributable to the Gold Production only. For purposes of this section: (i) the "price per unit weight" shall mean a price payable solely for the gold in the Gold Production and shall not include or be reduced to account for any other amounts, including but not limited to, transportation costs, (ii) in the event of a Claim under any insurance policy, "Gold Production" includes any insurance amounts received as a result of a Claim for damaged, stolen, lost or otherwise substituted or foregone Minerals and (iii) if delivery and payment/credit are not made in the same Quarter, the Gold Production shall be deemed to be part of Quarterly production in the Quarter in which the later of delivery and payment/credit occurs.

- (b) "**Minerals**" means any and all ores and minerals, precious and base, metallic and non-metallic (and concentrates derived therefrom), in, on or under the Royalty Properties which may lawfully be explored for, mined and sold.
- (c) "**Other Minerals Net Smelter Returns**" shall be determined for purposes of the Royalty set forth in section 3.1(b) and payable in any Quarter by multiplying (i) the gross number of recovered ounces of any Mineral (other than gold) recovered from production from the Royalty Properties (and for clarity, from no other property or interest) that is delivered to the Refiner during the preceding Quarter ("**Other Mineral Production**"), by (ii) the Quarterly Average COMEX Price, and subtracting from the product of (i) and (ii) the following: (A) charges imposed by the Refiner for smelting, handling, refining, treating or processing the Mineral contained in such Other Mineral Production (inclusive of all rebates and discounts provided or applied by the Refiner) unless such amounts are already reflected in the price per unit weight paid by the Refiner (provided, however, in the case of leaching operations or other solution mining or beneficiation techniques, where the metal being treated is precipitated or otherwise directly derived from such leach solution, all processing and recovery costs incurred by the LLC, beyond the point at which the metal being treated is in solution, will be considered as treatment charges); (B) commercially reasonable penalty substance (including, but not being limited to, metal losses and penalties for impurities), assaying, sampling and such similar charges imposed by the Refiner for smelting, refining or processing minerals contained in such Other Mineral Production; (C) charges and costs, if any, for handling, transportation, security and insurance of concentrates, doré, ores and other materials from the Royalty Properties to places where such minerals or products are smelted, refined, sold or otherwise disposed of; (D) ad valorem taxes and taxes actually paid or to be paid based upon production, but not income or export taxes; and (E) external marketing costs paid to unaffiliated third parties, including sales commissions, incurred in selling ore mined from the claims and from concentrate, metal and products derived from ore mined from the Royalty Properties, all as specifically attributable to the Other Mineral Production only. For purposes of this section: (i) the "price per unit weight" shall mean a price payable solely for the Mineral in the Other Mineral Production and shall not include or be reduced to account for any other amounts, including but not limited to, transportation costs, (ii) in the event of a Claim under any insurance policy, "Other Mineral Production" includes any insurance amounts received as a result of a Claim for damaged, stolen, lost or otherwise substituted or foregone Minerals and (iii) if delivery and payment/credit are not made in the same

Quarter, the Other Mineral Production shall be deemed to be part of Quarterly production in the Quarter in which the later of delivery and payment/credit occurs.

- (d) **"Refiner"** means the smelter, refiner, processor, purchaser or other recipient of Gold Production or Other Minerals Production, as applicable.
- (e) **"Quarter"** means a calendar quarter.
- (f) **"Quarterly Average COMEX Price"** means, for any Quarter, the average of the daily COMEX settlement price for a given commodity (other than gold) as quoted in United States dollars by COMEX (a division of CME Group, Inc.) (or any successor thereto) for such Quarter, calculated by dividing the sum of all such quotations during such Quarter by the number of such quotations (for greater certainty, if COMEX does not publish price quotations for such commodity, Section 3.3(k) shall apply).
- (g) **"Quarterly Average Gold Price"** means, for any Quarter, the average of the London p.m. fix for gold as quoted in United States dollars by the London Bullion Market Association (or any successor metals exchange) for such Quarter, calculated by dividing the sum of all such quotations during such Quarter by the number of such quotations.

3.3 Payment of Royalties

- (a) The LLC's obligation to pay the Royalties shall accrue and become due and payable upon the shipment and sale of concentrates, doré, Mineral products or ore, as applicable, from the Royalty Properties or, if refined gold or refined silver is produced from the Royalty Properties, upon the outturn of refined gold and refined silver, as applicable, meeting the requirements of the specified published price to the LLC's account. For the purposes of this section, "shipment and sale" includes actual sales, exchanges in kind for any other thing or service or use in a manufacturing process or provision of service.
- (b) No Royalties shall be due upon samples extracted by the LLC for metallurgical testing purposes during the LLC's exploration or development work on the Royalty Properties unless payable metals are recovered from bulk metallurgical testing.
- (c) All calculations in respect of Royalties shall be determined on a Quarterly basis. The LLC shall pay the Royalty Holder each Quarter Royalties payment on or before the last Business Day of the month immediately following the end of each Quarter in which the Royalty payment obligation accrued. The LLC acknowledges that late payment by the LLC to the Royalty Holder of Royalty payments will cause the Royalty Holder to incur costs, the exact amount of which will be difficult to ascertain. Accordingly, if any amount due and payable by the LLC is not received by the Royalty Holder within fifteen (15) days after such amount is due, then the LLC shall pay to the Royalty Holder a late charge equal to eight percent (8%) of such overdue amount. The Royalty Holder's acceptance of such late charge shall not constitute a waiver of the LLC's default with respect to such overdue amount, nor prevent the Royalty Holder from exercising any of the Royalty Holder's other rights and remedies. If any amount payable by the LLC remains delinquent for a period in excess of thirty (30) days, the LLC shall pay to the Royalty Holder, in addition to the late payment, interest from and after the due date at the statutory interest rate.
- (d) The LLC shall make each Royalties payment by delivery of a check payable to Royalty Holder and delivering such check to Royalty Holder at the address listed in this Agreement, or to such other address as Royalty Holder may direct or by direct bank deposit or wire Transfer to Royalty Holder's account as Royalty Holder shall designate.
- (e) All Royalties payments shall be accompanied by a statement showing in reasonable detail the quantities and grades of the refined gold, refined silver, concentrates, doré, Mineral products or ore produced from the Royalty Properties and sold or deemed sold by the LLC Quarterly; the calculation of the Royalties payment as determined as herein provided (including, without limitation, detailed information on costs and other deductions), any available settlement sheets received by the LLC from

the Refiner and other pertinent information in sufficient detail to explain the calculation of the Royalties payment in the satisfaction of the Royalty Holder, acting reasonably.

- (f) All Royalties payments shall be considered final and in full satisfaction of all obligations of the LLC with respect thereto, unless the Royalty Holder gives the LLC written notice describing and setting forth a specific objection to the determination thereof within twenty-four (24) months of receipt by the Royalty Holder of a Royalties statement. If the Royalty Holder objects to a particular statement as herein provided, the Royalty Holder shall, for a period of 60 days after the LLC's receipt of notice of such objection, have the right, upon reasonable notice and at reasonable time, to have the LLC's accounts and records relating to the calculation of the Royalties in question audited by a representative or agent of the Royalty Holder. If such audit determines that there has been a deficiency or an excess in the payment made to the Royalty Holder such deficiency or excess shall be resolved by adjusting the next Royalties payment or credit due hereunder. The Royalty Holder shall pay all costs of such audit unless a deficiency of 5% or more of the amount determined by the LLC to be due to the Royalty Holder is determined to exist. The LLC shall pay the costs of such audit if a deficiency of 5% or more of the amount due is determined to exist. Failure on the part of the Royalty Holder to make Claim on the LLC for adjustment in such six (6) month period shall establish the correctness and preclude the filing of exceptions thereto or making of Claims for adjustment thereon; providing that nothing herein shall limit the time in which the Royalty Holder may commence a proceeding for fraud, concealment or misrepresentation.
- (g) The Royalties shall be in addition to any other royalty due to a Third Party.
- (h) The LLC shall have the right of mixing or commingling, at any location and either underground or at the surface, any ores, metals, Minerals, or Mineral products from the Royalty Properties with any ores, metals, minerals, or mineral products from other lands, provided that the LLC shall determine the weight or volume of, sample and analyze for grade and amenability to process all such ores, metals, minerals and mineral products (including the recovery factor) before the same are so mixed or commingled. Any such determining of weight or volume, sampling and analytical practices and procedures applied by the LLC shall be used as the basis of allocation of the Royalties payable to the Royalty Holder hereunder in the event of a sale by the LLC of materials so mixed or commingled or of products produced therefrom. Prior to commencement of commercial production on the Royalty Properties, the LLC shall notify the Royalty Holder how the LLC proposes to determine the weight of volume of, sample and analyze all such materials. The Royalty Holder may, within 30 days after receipt of such notice, object thereto in writing, specifying with particularity the grounds for such objection. If the Royalty Holder does not serve a timely objection, the Royalty Holder shall be deemed to have consented to procedures described in the LLC's notice. If the Royalty Holder does object to the LLC's proposed procedures within such 30-day period, the LLC and the Royalty Holder shall attempt for a period of 15 days to reach agreement concerning the procedures to be used. If the LLC and the Royalty Holder fail to reach agreement within such 15-day period, either Party may initiate the Dispute procedures in accordance with section 5.12 of this Agreement, to determine the procedures to be used. Based on its operating experience, the LLC may subsequently propose modifications to the approved procedures for determining the weight or volume of, sampling and analyzing ores or mineral products to be mixed or commingled, following the same procedures set forth above. Notwithstanding the foregoing, nothing herein shall require or permit the Operations of the LLC or its mixing or commingling of ores, metals, Minerals, or Mineral products from the Royalty Properties with any ores, metals, minerals or mineral products from other lands to be hindered, delayed or interrupted pending the determination of the procedures to be used. In the event of any such mixing or commingling, the expenses and costs associated with the ores, metals, Minerals, or Mineral products from the Royalty Properties shall be appropriately reduced to reflect the economic benefit received by the LLC from such mixing or commingling.
- (i) The LLC may but need not engage in forward sales, future trading or commodity options trading, and other price hedging, price protection, and speculative arrangements ("**Trading Activities**") which may involve the possible delivery of base or precious metals or Minerals produced from the Royalty Properties. The Parties acknowledge and agree that the Royalty Holder shall not be entitled to participate in the proceeds or be obligated to share in any losses generated by the LLC's Trading Activities and that any Royalties payable pursuant to any Trading Activities will be paid to the Royalty

Holder at the time of execution or agreement on the Trading Activities, and not at the time of delivery or conclusion of a transaction pursuant to such Trading Activities, and the calculation of such payments will not allow for the deduction of any costs specific to the Trading Activities.

- (j) It is the intention of the Parties that any agreement entered into with respect to the processing or refining of any Mineral also maximize the revenue received attributable to all other Minerals in the same production material. In the event of any recovery of a Mineral being sacrificed or reduced to enhance, accommodate, increase or accompany the recovery of any other Mineral, the calculation of the Royalty shall be adjusted so as to provide the Royalty Holder with a Royalty amount that reflects the unreduced recovery rates.
- (k) If any of the price quotations used in the determination of the Quarterly Average Gold Price or the Quarterly Average COMEX Price cease to exist, cease to be published or should no longer be internationally recognized as the basis for the settlement of bullion contracts (in the case of gold and silver) or as the basis for the settlement of any other applicable commodity, then, upon the request of either of them, the LLC and the Royalty Holder shall promptly meet to select a comparable commodity quotation for purposes of this Agreement. The basic objective of such selection shall be to secure the continuity of fair market pricing of refined Minerals. If such selection has not been made prior to the end of the Quarter in which the price quotations became unavailable: (i) the Quarterly Average Gold Price and/or the Quarterly Average COMEX Price, as applicable, for the last complete Quarter for which the price quotations were available shall be used on an interim basis pending such selection; and (ii) the selection of the comparable commodity quotation shall be made by an arbitrator in accordance with this Agreement.

4. OTHER OBLIGATIONS AND COVENANTS

4.1 Annual Report. The LLC shall deliver to the Royalty Holder an Annual Report (defined below) on or before 60 days after the last day of each fiscal Year of the LLC. With respect to the information referenced as item (d) in the definition of and included in any Annual Report, the LLC makes or will not make any representation or warranty as to the accuracy, reliability or completeness of the same, and the Royalty Holder shall rely on the same at its sole risk. The Parties agree that the LLC shall have no obligation to comply with or abide by any of the forecasts or schedules included in the information referenced as item (d) in the definition of and included in any Annual Report, and the LLC shall not have any liability to the Royalty Holder or any Third Party with respect to a failure to do so. For the purposes of this section 4.1, "**Annual Report**" means a written report, in relation to any calendar Year, detailing: (a) the number of ounces of gold and Other Minerals produced from the Royalty Properties; (b) the Gold Net Smelter Returns and Other Minerals Net Smelter Returns which have resulted or which are estimated to result from the gold, silver and Other Minerals referred to in subsection (a); (c) the amount of the Royalties which has been paid to the Royalty Holder with respect to the gold, silver and Other Minerals referred to in subsection (a), in accordance with the provisions of this Agreement; (d) an updated mine operating and development plan and budget which includes updated reserves and resources, forecasted production during the upcoming annual period and any planned drilling and exploration activities within the Royalty Properties during the upcoming annual period; (e) details of any material violations of any Applicable Laws (including environmental laws), in each case with respect to the Royalty Properties; and (f) a summary of the status of any and all material Permit and Permit applications with respect to the Royalty Properties and mining Operations to be conducted thereon during the upcoming annual period.

4.2 No Implied Covenants. The timing, nature, manner and extent of any exploration, development, mining, production and sale of ores, concentrates, and other Mineral product produced from the Royalty Properties, if any, shall be at the sole discretion of the LLC. No implied covenants or conditions whatsoever shall be read into this Agreement, including without limitation any covenants or conditions relating to exploration, development, prospecting, mining, production or sale of ores, metals, Minerals, mineral rights and other materials, except for the covenants of good faith and fair dealing.

4.3 Conveyance. The LLC shall have the right to convey the Royalty Properties only if it makes such conveyance or Transfer explicitly subject to the continued existence and application of this Agreement

and if such conveyance or Transfer is made subject to the terms and conditions of any other agreement between the LLC and the Royalty Holder. The LLC shall require any transferee or assignee of any interest in the Royalty Properties to assume in writing the obligation to pay the Royalty Holder the Royalties in accordance with the terms and conditions set forth herein, and upon such assumption, the LLC shall be released from all liability hereunder with respect to the Transferred interest in the Royalty Properties, except for such liability as has accrued prior thereto. Any such Transfer or conveyance which does not include such assumption language shall be void *ab initio*.

- 4.4 Assignment by Royalty Holder.** The Royalty Holder may assign or convey its rights under this Agreement, provided that the LLC shall not be bound by any such conveyance or Transfer unless and until it has received a written notice signed by the Royalty Holder and its transferee, which includes the details of such person's or entity's address for notices and by which such transferee agrees to be bound by all of the terms and conditions of this Agreement. Any Transfer of the right to receive any Royalty payments shall in no event require the LLC to make payments to more than one person or entity. If the right to receive Royalty payments is Transferred to more than one person or entity, such Transfer shall not be binding upon the LLC until the first day of the month following the date on which the LLC receives written notice signed by the Royalty Holder and its transferee designating a single agent for receipt of future Royalty payments and for exercising all rights of the Royalty Holder under this Agreement. No change or division in the ownership of the Royalties, however accomplished, shall enlarge the obligations or diminish the rights of the LLC.
- 4.5 Treatment of Minerals.** The LLC may, but shall not be obligated to, treat, mill, heap leach, sort, concentrate, refine, smelt, or otherwise process, beneficiate or upgrade the ores, concentrates, and other Mineral product produced from the Royalty Properties, at sites located on or off the Royalty Properties, prior to sale, Transfer, or conveyance to a purchaser, user or other consumer, however upon completion of such processing of any kind, the Mineral product will be returned to the Royalty Properties unless it is to be immediately sold.
- 4.6 Inspections.** Royalty Holder and its authorized agents or representatives, on not less than five (5) days' notice to the LLC, may enter upon the Royalty Properties for the purpose of inspecting the Royalty Properties, all improvements thereto and Operations thereon, as well as inspecting and copying all records and data of the LLC, including without limitation electronically-maintained records and data, pertaining to all activities and Operations on or with respect to the Royalty Properties. Any such entry or inspection shall be at the risk and expense of the Party conducting the investigation (although the LLC shall not be excused from liability for its negligence or misconduct), and may not unreasonably hinder Operations on the Royalty Properties.
- 4.7 Stockpiling.** The LLC may not stockpile, store or place ores, concentrates, and other Mineral product produced from the Royalty Properties off of the Royalty Properties unless the LLC has first secured from the property owner where such stockpiling, storage or placement is to occur a written agreement, in recordable form, that provides that the Royalty Holder's right to the Royalties shall be preserved.
- 4.8 Tailing and Residues.** Subject to Section 3.3(j), all tailing, residues, waste rock, spoiled leach materials, and other materials (collectively "**Materials**") resulting from the LLC's Operations and activities on the Royalty Properties shall be the sole property of the LLC, but shall remain subject to the obligation to pay the Royalties should the same be processed or reprocessed, as the case may be, in the future and result in the production of ores, concentrates, and other mineral product produced from the Royalty Properties. Notwithstanding the foregoing, the LLC shall have the right to dispose of Materials from any property, whether on or off of the Royalty Properties, and to commingle the same with Materials from other properties, provided sufficient commercially reasonable metallurgical testing has been completed so as to later determine the Royalties payable thereon. In the event Materials are processed or reprocessed, as the case may be, the Royalties applicable thereto shall be determined on a pro rata basis as determined by using the best engineering and technical practices then available.
- 4.9 Covenant Running with Land.** The Royalties and all of the covenants, conditions, and terms of this Agreement shall (a) be of benefit to the Parties, (b) run as a covenant with the Royalty Properties and the ground covered thereby (including any interest derived from the federal government in the event

of the amendment or repeal of the General Mining Law of 1872), and (c) bind and inure to the benefit of the Parties and their respective successors and assigns (including any Third Party who acquires any interest in the Royalty Properties). The Royalties, this Agreement and the performance of the provisions hereof attaches to the Royalty Properties and shall remain an obligation of all persons who subsequently acquire, receive or obtain all or any interest in the Royalty Properties in whatever fashion. The Royalties shall attach to any amendments, relocations, restakings or conversions of any of the unpatented mining claims comprising a portion of the Royalty Properties, or any real property interests which replace those claims which are created by amendments to federal or state mining laws or otherwise.

4.10 Maintenance of the Royalty Properties

- (a) From and after the date of this Agreement, the LLC shall maintain good title to the Royalty Properties, including, (i) paying when due all taxes on or with respect to the Royalty Properties, timely paying when due all claim maintenance and other fees and costs required to maintain the unpatented mining claims and leases comprising a portion of the Royalty Properties and timely making all filings and recordings associated therewith in the appropriate federal, state and county governmental offices, and timely making all payments required in connection with such filings and recordings, and (ii) taking all other actions and making all other payments necessary or appropriate to maintain the right, title and interest of the LLC in the Royalty Properties and under this Agreement. Notwithstanding the foregoing, the LLC shall have the right to abandon unpatented mining claims and terminate leases and other property interests forming part of the Royalty Properties, provided that the LLC first provides the Royalty Holder with thirty (30) days advance written notice of the LLC's intent to abandon such unpatented mining claims or terminate such leases or other property interests, in which case the Royalty Holder can elect to receive conveyances of such unpatented mining claims or leases or other property interests for a purchase price of \$10 and otherwise reasonably acceptable in form and substance to the Royalty Holder; *provided, however*, that any such abandonment or termination of a property interest must be consistent with prudent mining practices. In the event of any conveyance of a leasehold interest to the Royalty Holder pursuant hereto, the Royalty Holder shall take and assume such interest subject to the terms and conditions of such lease.
- (b) The LLC shall provide to Royalty Holder proof of performance of all Royalty Properties maintenance obligations referenced in section 4.10(a) at least fifteen (15) days before the applicable contractual, regulatory or statutory deadline for such maintenance obligations.
- (c) If any unpatented mining claim, lease or other property interest forming part of the Royalty Properties, or the LLC's rights to mine or extract ores, concentrates, and other mineral product therefrom, is voluntarily abandoned, surrendered or relinquished by the LLC, and within five (5) Years thereafter the LLC or any of its Affiliates or subsidiaries restakes and/or locates any portion of the ground covered thereby or otherwise acquires any direct or indirect right to use such Royalty Properties or to mine or extract ores, concentrates, and other mineral product from such Royalty Properties, such interest shall be subject to the Royalties.

4.11 Refiner.

- (a) It is the intention of the Parties that the Refiner will be at all times be an arm's length, independent Third Party. If at any point in time the Refiner becomes a related party of a Party, the calculation of amounts paid by such Refiner will be adjusted so as to reflect amounts paid by arm's length refiners of the same materials for quantities and qualities applicable in the industry at that time.
- (b) The Royalty Holder will be provided with a complete, unredacted copy of all agreements and amendments in place with any Refiner during the time this Agreement is in effect within five (5) business days of such agreement and/or amendment coming into effect.
- (c) All agreements with a Refiner will be on commercially reasonable terms consistent with market practice at the time such agreements are entered into.

5. GENERAL

5.1 Time of Essence. Time is of the essence in this Agreement.

5.2 Currency. A reference to, "dollars", "\$" or "USD" is to currency of the United States of America.

5.3 Notices.

(a) A notice, demand, consent or other communication given or made under this Agreement ("**Notice**") must be in writing, signed by the sender and either left at the delivery address or sent to the addressee by courier or email. Any Notice given or made under this Agreement will be deemed to be duly given or made:

- (i) in the case of delivery in person, when delivered;
- (ii) in the case of delivery by courier, two Business Days after the date of posting (if posted to an address in the same country) or 5 Business Days after the date of posting (if posted to an address in another country); and
- (iii) in the case of delivery by email, on the date of delivery provided that no failed delivery message has been automatically returned,

but if the result is that a Notice would be taken to be given or made on a day which is not a Business Day in the place to which the Notice is sent or is later than 4:30 pm (local time) it will be taken to have been duly given or made at the commencement of business on the next Business Day in that place.

(b) Each Party's delivery address and email address will be as specified in section 5.3(c) or as notified in writing from time to time to the other Party.

(c) Any Notice given or made under this Agreement must be delivered to the intended recipient by hand, courier or email to the address or email address below or the address or email address last notified by the intended recipient to the sender:

- (i) to LLC, NPR or NPR Nevada:

North Peak Resources Ltd.
c/o 82 Richmond Street East, Suite 200
Toronto, Ontario
M5C 1P1

Attention: Brian Hinchcliffe, CEO

Email: brian@northpeakresources.com

- (ii) to the Royalty Holder

7825 Campers Village Avenue,
Las Vegas, Nevada
89178

Attention: Ty Erickson

Email: Ty@tyericksonmd.com

5.4 Rule Against Perpetuities. In the event a court of competent jurisdiction determines that the term or any other provision of this Agreement violates the Rule Against Perpetuities, then the term of this Agreement shall automatically be revised and reformed to coincide with the maximum term permitted

by the Rule Against Perpetuities, or such other provision shall automatically be revised and reformed as necessary to comply with the Rule Against Perpetuities, and this Agreement shall not be terminated solely as a result of a violation of the Rule Against Perpetuities.

5.5 Additional Documents; Further Assurances. The Parties shall from time to time execute and deliver all such further instruments, certificates and documents and do all such further actions and things as may be necessary or appropriate to fully perform, effectuate and carry out the purposes of this Agreement.

5.6 Amendments. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by means of a written instrument that has been executed by the Party or Parties to be bound.

5.7 No Partnership. Nothing in this Agreement shall create or be construed to create, expressly or by implication, a joint venture, mining partnership, commercial partnership, or other partnership relationship between the Parties. In addition, the Parties acknowledge and agree that nothing in this Agreement shall create or be deemed to create any fiduciary relationship between the LLC and the Royalty Holder or to create any right or obligation on the part of either of them to act as the agent for or otherwise on behalf of the other.

5.8 Royalty Properties Operations. As between the LLC and the Royalty Holder, the LLC shall have exclusive control and authority over all matters relating to the Royalty Properties, including all business, Operations and activities thereon.

5.9 Assignment. This Agreement shall inure to the benefit of and will be binding upon the Parties and their respective successors and permitted assigns; provided, that the LLC shall not sell, assign, Transfer or convey this Agreement except in accordance with section 4.3. Subject to section 4.4, the Royalty Holder may, at any time, without the consent of the LLC, Transfer or assign all or any part of this Agreement.

5.10 Severance of Invalid Provisions. If and for so long as any provision of this Agreement shall be determined to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other provision of this Agreement except only so far as shall be necessary to give effect to the construction of such invalidity, and any such invalid provision shall be deemed severed from this Agreement without affecting the validity of the balance of this Agreement.

5.11 Recording. The Parties agree that the Royalty Holder may, and shall, record this Agreement (or a memorandum or short form of this Agreement) in the Office of the Eureka County Recorder and if applicable, in every county in which the Minerals are extracted. The Parties also agree that the Royalty Holder may make such filings and take such steps as it deems reasonably necessary to preserve and protect its rights under this Agreement and that the LLC will cooperate with the Royalty Holder in such matters.

5.12 Disputes.

- (a) The Parties agree that any Dispute, controversy or Claim arising out of or relating to this Agreement or the subject matter hereof, or the breach, termination, or invalidity of this Agreement, shall be settled solely in accordance with the Dispute provisions set forth in this section 5.12.
- (b) If a Dispute arises then a Party who requires the Dispute to be resolved in accordance with this section 5.12 shall give to the other Parties a notice ("**Dispute Notice**") specifying the Dispute.
- (c) If the Dispute is not resolved within 10 Business Days after a Dispute Notice is given by a Party to the other Parties, each Party shall nominate promptly one representative from its senior management to resolve the Dispute (each, a "**Dispute Representative**"), who shall negotiate in good faith using their respective commercially reasonable efforts to attain a resolution of the Dispute.

- (d) If the Dispute is not resolved within 10 Business Days of the Dispute being referred to the respective Dispute Representatives, then the Parties agree to submit the Dispute to non-binding mediation and must agree upon an independent mediator and the process for mediation.
- (e) During the existence of any Dispute, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to their position in respect of such Dispute, unless the Parties otherwise agree.

15.13 Counterparts

- (a) This Agreement may be executed in any number of counterparts with the same effect as if all Parties had all signed the same document. All counterparts will be construed together and will constitute one and the same agreement.
- (b) This Agreement may be executed by the Parties and transmitted by facsimile transmission (whether by fax machine, email or other electronic means of exchanging facsimile copies) and if so executed and transmitted this Agreement will be for all purposes as effective as if the Parties had delivered an executed original agreement.

15.14 Execution – Authorized Officer to Sign. Each person signing this Agreement as an authorized officer of a Party hereby represents and warrants that he or she is duly authorized to sign this Agreement for that Party and that this Agreement will, upon having been so executed, be binding on that Party in accordance with its terms.

The Parties, intending to be contractually bound, have entered into this Agreement as of the date set forth above.

**NORTH PEAK GOLD LLC, a Nevada
Limited Liability Company**

By: 

Name: Brian Hinchcliffe
Title: CEO of North Peak (Nevada)
Ltd., the Manager and
Operator and a Member of
North Peak Gold LLC

**SOLARLJOS, LLC, a Nevada Limited
Liability Company**

By: 

Name: Ty B Erickson
Title: President NetGenesis, INC Managing
Member Solarljios, LLC

SCHEDULE 1 - PM ASSETS DESCRIPTION

Part A - Mineral Rights

All rights (including, without limitation, Mineral Rights) that apply to the following (unless otherwise indicated below):

PATENTED MINING CLAIMS							
Claim Name / ID	Parcel (Eureka County Assessor)	Survey Number (MS SRV NO)	Labels	Land Location	Current Claim Owner	Ownership Percentage (%) / Fraction	Comment
Antelope	009-330-01	215	Antelope MS215		Solarljios LLC	100%	
Apache	009-330-01	178	Apache MS178		Solarljios LLC	100%	
Avon	009-330-01	243	Avon - 85% MS243		Solarljios LLC	85%	
Banner	009-330-01	156	Banner MS156		Solarljios LLC	100%	
Cloud	009-330-01	194	Cloud MS194		Solarljios LLC	100%	
Clyde	009-330-01	129	Clyde MS129		Solarljios LLC	100%	
Compass	009-330-01	302	Compass - 9/16 MS302	T.18N.R.53E	Solarljios LLC	9/16	
Daylesford	009-330-01	264A	Daylesford MS264A		Solarljios LLC	100%	
Daylesford Mill Site	009-250-07	264B	Daylesford Mill Site MS264B		Solarljios LLC	100%	
Dead Broke	009-330-01	191	Dead Broke MS191		Solarljios LLC	100%	
Delaware	009-330-01	157	Delaware MS157		Solarljios LLC	100%	
Diamond	009-330-01	221	Diamond MS221		Solarljios LLC	100%	
East Oakland	009-330-01	186	East Oakland MS186	T.18N.R.53E	Solarljios LLC	100%	
Eldorado No.2	009-260-11	140	Eldorado No.2 - 1/8 MS140		Solarljios LLC	1/8	
Excelsior	009-330-01	181	Excelsior MS181		Solarljios LLC	100%	
Excelsior & Caslo Zeno	009-330-01	142	Excelsior & Caslo Zeno MS142	T.18N.R.53E	Solarljios LLC	100%	
Fanny & Frankie Scott	009-330-01	198	Fanny & Frankie Scott MS198		Solarljios LLC	100%	
Fourth of July	009-330-01	82	Fourth of July MS82	T.18N.R.53E	Solarljios LLC	100%	
Gas Light	009-330-01	145	Gas Light MS145	T.18N.R.53E	Solarljios LLC	100%	
General Washington	009-330-01	128A	General Washington MS128A		Solarljios LLC	100%	
Gore	009-330-01	162	Gore MS162		Solarljios LLC	100%	
Hawkeye	009-330-01	223	Hawkeye MS223		Solarljios LLC	100%	
Hibernia	009-330-01	311	Hibernia MS311		Solarljios LLC	100%	
Hugenot	009-330-01	115	Hugenot MS115	T.18N.R.53E	Solarljios LLC	100%	
Ida	009-330-01	199	Ida MS199		Solarljios LLC	100%	
Kit Carson	009-330-01	163	Kit Carson MS163		Solarljios LLC	100%	
Krao	009-330-01	319	Krao MS319		Solarljios LLC	100%	

PATENTED MINING CLAIMS							
Claim Name / ID	Parcel (Eureka County Assessor)	Survey Number (MS SRV NO)	Labels	Land Location	Current Claim Owner	Ownership Percentage (%) / Fraction	Comment
Lantern	009-330-01	183	Lantern MS183	T.18N.R.53E	Solarljios LLC	100%	
Laral	009-330-01	188	Laral - 50% MS188		Solarljios LLC	50%	
Lena	009-330-01	303	Lena - 9/16 MS303	T.18N.R.53E	Solarljios LLC	9/16	
Lizzie L	009-330-01	224	Lizzie L MS224		Solarljios LLC	100%	
Madrid	009-330-01	166	Madrid MS166		Solarljios LLC	100%	
Manhattan	009-330-01	179	Manhattan - 62 1/2 MS179		Solarljios LLC	62 1/2	
May Day Queen	009-330-01	144	May Day Queen MS144	T.18N.R.53E	Solarljios LLC	100%	
McNaughton	009-330-01	171	McNaughton MS171		Solarljios LLC	100%	
Metamoras	009-330-01	127A	Metamoras MS127A		Solarljios LLC	100%	
Metamoras Mill Site	009-250-07	127B	Metamoras Mill Site MS127B		Solarljios LLC	100%	
Miland	009-260-11	132&135	Miland 132&135		Solarljios LLC	100%	
Morris	009-330-01	169A	Morris MS169A		Solarljios LLC	100%	
							only mineral rights and activities authorized in the permit as well as unrestricted access
Napa	009-260-11	320	Napa MS320		Solarljios LLC	100%	
New Years	009-330-01	193	New Years MS193		Solarljios LLC	100%	
Old Put	009-330-01	245A	Old Put MS245A		Solarljios LLC	100%	
Oversight	009-330-01	282	Oversight MS282		Solarljios LLC	100%	
Ozark	009-330-01	158	Ozark MS158		Solarljios LLC	100%	
Pioneer	009-330-01	177	Pioneer - 75% MS177		Solarljios LLC	75%	
Republic	009-330-01	296	Republic MS296		Solarljios LLC	100%	
Sage Brush	009-330-01	185	Sage Brush 185	T.18N.R.53E	Solarljios LLC	100%	
San Jose	009-330-01	182	San Jose MS182		Solarljios LLC	100%	
Silver Conner 50%	009-330-01	187	Silver Conner 50% MS187		Solarljios LLC	50%	
Star of Eureka	009-330-01	312	Star of Eureka MS312		Solarljios LLC	100%	
Sunset	009-330-01	205	Sunset-1/8 MS205		Solarljios LLC	1/8	
Welch King	009-330-01	184	Welch King MS184	T.18N.R.53E	Solarljios LLC	100%	
Whip Poor Will	009-330-01	168	Whip Poor Will MS168	T.18N.R.53E	Solarljios LLC	100%	
Williams	009-330-01	170	Williams MS170		Solarljios LLC	100%	
Young Mable	009-330-01	263	Young Mable MS263		Solarljios LLC	100%	

UNPATENTED MINING CLAIMS

Claim Name / ID	BLM Serial Number	BLM Lead File Number	BLM Legacy Serial Number	BLM Legacy Lead File Number	Current Claim Owner	Ownership Percentage (%) / Fraction	Date Claims Staked	Land Location			Comment
								Quad.	Sec.	Meridian / Township / Range	
OMEGA 2	NV101301374	NV101301374	NMC798890	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
WABASH 4	NV101301494	NV101301494	NMC798884	NMC798862	Solarljios LLC	100%	1998-10-25	NE	033	21 0190N 0530E	
WABASH 8	NV101302250	NV101302250	NMC798888	NMC798862	Solarljios LLC	100%	1998-10-25	NE	033	21 0190N 0530E	
OMEGA 4	NV101303364	NV101303364	NMC798892	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
EX 1	NV101343653	NV101343653	NMC1062110	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 2	NV101343654	NV101343654	NMC1062111	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	028	21 0190N 0530E	
EX 3	NV101343655	NV101343655	NMC1062112	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 4	NV101343656	NV101343656	NMC1062113	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 5	NV101343657	NV101343657	NMC1062114	NMC1062110	Solarljios LLC	100%	2011-10-03	NW	033	21 0190N 0530E	
EX 7	NV101343658	NV101343658	NMC1062115	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	032	21 0190N 0530E	
EX 8	NV101343659	NV101343659	NMC1062116	NMC1062110	Solarljios LLC	100%	2011-10-03	NW	033	21 0190N 0530E	
EX 9	NV101343660	NV101343660	NMC1062117	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 10	NV101343661	NV101343661	NMC1062118	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 11	NV101343662	NV101343662	NMC1062119	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 12	NV101343663	NV101343663	NMC1062120	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 13	NV101343664	NV101343664	NMC1062121	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	032	21 0190N 0530E	
EX 14	NV101343665	NV101343665	NMC1062122	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	032	21 0190N 0530E	
EX 15	NV101343666	NV101343666	NMC1062123	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	033	21 0190N 0530E	
EX 16	NV101343667	NV101343667	NMC1062124	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	033	21 0190N 0530E	
EX 17	NV101343668	NV101343668	NMC1062125	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 18	NV101344891	NV101344891	NMC1062126	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 19	NV101344892	NV101344892	NMC1062127	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 20	NV101344893	NV101344893	NMC1062128	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	033	21 0190N 0530E	
EX 21	NV101344894	NV101344894	NMC1062129	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	032	21 0190N 0530E	
EX 22	NV101344895	NV101344895	NMC1062130	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	032	21 0190N 0530E	
EX 23	NV101344896	NV101344896	NMC1062131	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	033	21 0190N 0530E	
EX 24	NV101344897	NV101344897	NMC1062132	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 25	NV101344898	NV101344898	NMC1062133	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 26	NV101344899	NV101344899	NMC1062134	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 27	NV101344900	NV101344900	NMC1062135	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 28	NV101344901	NV101344901	NMC1062136	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	033	21 0190N 0530E	
EX 29	NV101344902	NV101344902	NMC1062137	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	032	21 0190N 0530E	
EX 30	NV101344903	NV101344903	NMC1062138	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	032	21 0190N 0530E	
EX 31	NV101344904	NV101344904	NMC1062139	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	033	21 0190N 0530E	

UNPATENTED MINING CLAIMS

Claim Name / ID	BLM Serial Number	BLM Lead File Number	BLM Legacy Serial Number	BLM Legacy Lead File Number	Current Claim Owner	Ownership Percentage (%) / Fraction	Date Claims Staked	Land Location			Comment
								Quad.	Sec.	Meridian / Township/ Range	
EX 32	NV101344905	NV101344905	NMC1062140	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 33	NV101344906	NV101344906	NMC1062141	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	033	21 0190N 0530E	
EX 35	NV101344907	NV101344907	NMC1062143	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	009	21 0180N 0530E	
EX 36	NV101344908	NV101344908	NMC1062144	NMC1062110	Solarljios LLC	100%	2011-10-03	NW	010	21 0180N 0530E	
EX 37	NV101344909	NV101344909	NMC1062145	NMC1062110	Solarljios LLC	100%	2011-10-03	NW	010	21 0180N 0530E	
EX 38	NV101344910	NV101344910	NMC1062146	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	009	21 0180N 0530E	
EX 41	NV101344911	NV101344911	NMC1062149	NMC1062110	Solarljios LLC	100%	2011-10-03	NE	010	21 0180N 0530E	
EX 42	NV101346112	NV101346112	NMC1062150	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	010	21 0180N 0530E	
EX 43	NV101346113	NV101346113	NMC1062151	NMC1062110	Solarljios LLC	100%	2011-10-03	SW	010	21 0180N 0530E	
EX 44	NV101346114	NV101346114	NMC1062152	NMC1062110	Solarljios LLC	100%	2011-10-03	SE	009	21 0180N 0530E	
AUGUST 1	NV101348186	NV101348186	NMC798898	NMC798862	Solarljios LLC	100%	1998-10-24	SW	034	21 0190N 0530E	
HUCKLEBERRY	NV101401834	NV101401834	NMC798862	NMC798862	Solarljios LLC	100%	1998-10-23	NE	034	21 0190N 0530E	
HILLSIDE 6	NV101451434	NV101451434	NMC798878	NMC798862	Solarljios LLC	100%	1998-10-25	NW	034	21 0190N 0530E	
WABASH 3	NV101451729	NV101451729	NMC798883	NMC798862	Solarljios LLC	100%	1998-10-25	NE	033	21 0190N 0530E	
WABASH 5	NV101452917	NV101452917	NMC798885	NMC798862	Solarljios LLC	100%	1998-10-28	NE	033	21 0190N 0530E	
WABASH	NV101454223	NV101454223	NMC798880	NMC798862	Solarljios LLC	100%	1998-10-23	NW	034	21 0190N 0530E	
BALTIC	NV101455163	NV101455163	NMC798864	NMC798862	Solarljios LLC	100%	1998-10-24	NW	003	21 0180N 0530E	
OPHIR 4	NV101455370	NV101455370	NMC798908	NMC798862	Solarljios LLC	100%	1998-10-28	NE	010	21 0180N 0530E	
PARNELL	NV101455474	NV101455474	NMC798871	NMC798862	Solarljios LLC	100%	1998-10-24	NW	003	21 0180N 0530E	
NEVADA	NV101456082	NV101456082	NMC798867	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
HILLSIDE 3	NV101458397	NV101458397	NMC798875	NMC798862	Solarljios LLC	100%	1998-10-23	NE	034	21 0190N 0530E	
GROVER CLEVELAND	NV101458861	NV101458861	NMC798869	NMC798862	Solarljios LLC	100%	1998-10-24	SW	034	21 0190N 0530E	
OMEGA 8	NV101459678	NV101459678	NMC798896	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
AUGUST	NV101478451	NV101478451	NMC798897	NMC798862	Solarljios LLC	100%	1998-10-24	SW	034	21 0190N 0530E	
OMEGA 1	NV101479296	NV101479296	NMC798889	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
FOURTH OF JULY FRAC	NV101480194	NV101480194	NMC798863	NMC798862	Solarljios LLC	100%	1998-10-28	NE	003	21 0180N 0530E	
NORTHERN LIGHT	NV101491254	NV101491254	NMC798866	NMC798862	Solarljios LLC	100%	1998-10-24	SE	034	21 0190N 0530E	
AUGUST 9	NV101492037	NV101492037	NMC798903	NMC798862	Solarljios LLC	100%	1998-10-28	NW	003	21 0180N 0530E	
OPHIR 1	NV101492102	NV101492102	NMC798905	NMC798862	Solarljios LLC	100%	1998-10-28	NW	003	21 0180N 0530E	
OMEGA 6	NV101494464	NV101494464	NMC798894	NMC798862	Solarljios LLC	100%	1998-10-24	SW	034	21 0190N 0530E	
HILLSIDE 4	NV101504544	NV101504544	NMC798876	NMC798862	Solarljios LLC	100%	1998-10-23	NE	034	21 0190N 0530E	
LEVIATHAN	NV101522074	NV101522074	NMC798870	NMC798862	Solarljios LLC	100%	1998-10-24	SW	034	21 0190N 0530E	

UNPATENTED MINING CLAIMS

Claim Name / ID	BLM Serial Number	BLM Lead File Number	BLM Legacy Serial Number	BLM Legacy Lead File Number	Current Claim Owner	Ownership Percentage (%) / Fraction	Date Claims Staked	Land Location			Comment
								Quad.	Sec.	Meridian / Township/ Range	
UTAH	NV101525020	NV101525020	NMC798868	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
HILLSIDE	NV101525681	NV101525681	NMC798872	NMC798862	Solarljios LLC	100%	1998-10-23	NW	034	21 0190N 0530E	
WABASH 1	NV101540858	NV101540858	NMC798881	NMC798862	Solarljios LLC	100%	1998-10-28	NE	033	21 0190N 0530E	
WABASH FRACTION	NV101544890	NV101544890	NMC798879	NMC798862	Solarljios LLC	100%	1998-10-23	NW	034	21 0190N 0530E	
PMJV 3	NV101578368	NV101578368	NMC817579	NMC817577	Solarljios LLC	100%	2000-06-21	NW	034	21 0190N 0530E	
PMJV 4	NV101578369	NV101578369	NMC817580	NMC817577	Solarljios LLC	100%	2000-06-24	NW	003	21 0180N 0530E	
PMJV 5	NV101578370	NV101578370	NMC817581	NMC817577	Solarljios LLC	100%	2000-06-08	NE	034	21 0190N 0530E	
PMJV 6	NV101578371	NV101578371	NMC817582	NMC817577	Solarljios LLC	100%	2000-06-24	NE	003	21 0180N 0530E	
PMJV 10	NV101578372	NV101578372	NMC817586	NMC817577	Solarljios LLC	100%	2000-06-20	NE	033	21 0190N 0530E	
PMJV 14	NV101578373	NV101578373	NMC817590	NMC817577	Solarljios LLC	100%	2000-07-07	SE	003	21 0180N 0530E	
PMJV 16	NV101578374	NV101578374	NMC817592	NMC817577	Solarljios LLC	100%	2000-07-14	NW	003	21 0180N 0530E	
WABASH 2	NV101600574	NV101600574	NMC798882	NMC798862	Solarljios LLC	100%	1998-10-25	NE	033	21 0190N 0530E	
OMEGA 3	NV101600931	NV101600931	NMC798891	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
WABASH 6	NV101601972	NV101601972	NMC798886	NMC798862	Solarljios LLC	100%	1998-10-28	NE	033	21 0190N 0530E	
EX 50	NV101746670	NV101746670	NMC1078470	NMC1078470	Solarljios LLC	100%	2012-09-04	NW	003	21 0180N 0530E	
GAP 7	NV101746671	NV101746671	NMC1078471	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	003	21 0180N 0530E	
GAP 9	NV101746672	NV101746672	NMC1078472	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	003	21 0180N 0530E	
GAP 10	NV101746673	NV101746673	NMC1078473	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	003	21 0180N 0530E	
GAP 11	NV101746674	NV101746674	NMC1078474	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	003	21 0180N 0530E	
GAP 12	NV101746675	NV101746675	NMC1078475	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	003	21 0180N 0530E	
GAP 13	NV101746676	NV101746676	NMC1078476	NMC1078470	Solarljios LLC	100%	2012-09-04	NW	002	21 0180N 0530E	
GAP 16	NV101746677	NV101746677	NMC1078477	NMC1078470	Solarljios LLC	100%	2012-09-04	NW	034	21 0190N 0530E	
PMJV1	NV101746678	NV101746678	NMC1078478	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	033	21 0190N 0530E	
PMJV2	NV101746679	NV101746679	NMC1078479	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	004	21 0180N 0530E	
PMJV7	NV101746680	NV101746680	NMC1078480	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	033	21 0190N 0530E	
PMJV8	NV101746681	NV101746681	NMC1078481	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	033	21 0190N 0530E	
PMJV9	NV101746682	NV101746682	NMC1078482	NMC1078470	Solarljios LLC	100%	2012-09-04	NW	034	21 0190N 0530E	
PMJV13	NV101746683	NV101746683	NMC1078483	NMC1078470	Solarljios LLC	100%	2012-09-04	SW	003	21 0180N 0530E	
PMJV15	NV101747106	NV101747106	NMC1078484	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	033	21 0190N 0530E	
PMJV17	NV101747107	NV101747107	NMC1078485	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	003	21 0180N 0530E	
SSV 198	NV101747108	NV101747108	NMC1078486	NMC1078470	Solarljios LLC	100%	2012-09-04	NW	003	21 0180N 0530E	
SSV 199	NV101747109	NV101747109	NMC1078487	NMC1078470	Solarljios LLC	100%	2012-09-04	NW	003	21 0180N 0530E	
SSV 200	NV101747110	NV101747110	NMC1078488	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	004	21 0180N 0530E	
SSV 201	NV101747111	NV101747111	NMC1078489	NMC1078470	Solarljios LLC	100%	2012-09-04	NE	004	21 0180N 0530E	

UNPATENTED MINING CLAIMS

Claim Name / ID	BLM Serial Number	BLM Lead File Number	BLM Legacy Serial Number	BLM Legacy Lead File Number	Current Claim Owner	Ownership Percentage (%) / Fraction	Date Claims Staked	Land Location			Comment
								Quad.	Sec.	Meridian / Township / Range	
OMEGA 7	NV101752890	NV101752890	NMC798895	NMC798862	Solarljios LLC	100%	1998-10-23	NE	003	21 0180N 0530E	
OMEGA 5	NV101755468	NV101755468	NMC798893	NMC798862	Solarljios LLC	100%	1998-10-23	SE	034	21 0190N 0530E	
OPHIR 3	NV101757806	NV101757806	NMC798907	NMC798862	Solarljios LLC	100%	1998-10-24	NE	003	21 0180N 0530E	

Part B - Other Rights

All Other Rights attaching to the Mineral Claims indicated in “Part A – Mineral Rights” above, other than the vested water rights attaching to the Napa patented Mineral Claim (survey 320).

Part C - Other Assets

Any additional equipment to be contributed to the LLC to be determined by mutual agreement of the Parties.

Part D - Permits

- Plan of Operations titled *Prospect Mountain Project Plan of Operations and Reclamation Permit Application (NVN-092893 (Project))* approved by the Bureau of Land Management on July 12, 2019.
- Finding of No Significant Impact (FONSI) by Bureau of Land Management (Case File Number: NVN-092893) dated July 12, 2019.
- Water Pollution Control Permit NEV2017108 to Gullsil, LLC dated effective January 21, 2020 issued by the Nevada Division of Environmental Protection pursuant to a Notice of Decision dated January 6, 2019.

SCHEDULE 2 – DEFINITIONS AND INTERPRETATION

PART A – DEFINITIONS

- (a) **“Acquired Interest”** means the Interest in the LLC acquired by NPR Nevada upon the formation of the LLC;
- (b) **“Affiliate”** has the meaning ascribed to such term under the *Securities Act* (Alberta);
- (c) **“Agreement”** means this royalty agreement and its schedules, as amended and modified from time to time;
- (d) **“Anti-Bribery Laws”** means any laws enacted under any applicable jurisdiction which regulates the use of criminal acts, such as bribery, corruption, conflicts of interest or related or similar offenses in any country where the entity is conducting business. This includes, the *Foreign Corrupt Practices Act 1977, as amended*, (United States of America), the *Bribery Act 2010* (UK), the *OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions* and *Corruption of Foreign Public Officials Act* (Canada) and any other similar laws or regulations in any other jurisdiction relating to corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons and laws requiring the disclosure of agency relationships or commissions and the anticorruption rules of any public international organization or international financial institution with which a Party does business;
- (e) **“Applicable Law”** or **“Applicable Laws”** means any applicable laws with respect to any Person, including the common law and any federal, national, state, regional, provincial, territorial, municipal or local commercial, securities, corporate, Tax, personal land use and zoning, sanitizing, occupational health and safety, real property, security, competition, mining, environmental, water, energy, investment, property ownership laws, Anti-Bribery Laws, Environmental Laws and other laws (whether statutory, common or otherwise), and any constitution, treaty, convention, ordinance, code, statute, rule, regulation, order, injunction, judgment, directive, decree, ruling, guideline, policy or other similar requirement enacted, adopted, promulgated, issued or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise;
- (f) **“Assets”** means all tangible and intangible goods, chattels, improvements or other items including, without limiting generality, land, buildings, and equipment;
- (g) **“Business Day”** means any day other than a Saturday, Sunday or a public or statutory holiday in the place where an act is to be performed or a payment or delivery of notice is to be made;
- (h) **“Claim”** means any claim, action, damage, loss (including loss arising from a withheld or abated payment under this Agreement), liability, cost, charge, expense, outgoing, payment or demand of any nature and whether present or future, fixed or unascertained, actual or contingent and whether at law, in equity, under statute, contract or otherwise;
- (i) **“Dispute”** means any dispute, question or difference of opinion arising out of or in connection with this Agreement;
- (j) **“Dispute Notice”** has the meaning given in **section 5.12(b)**;
- (k) **“Dispute Representative”** has the meaning given in **section 5.12(b)**;
- (l) **“Encumbrance”** means any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by Applicable Law, including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of pre-emption, privilege, encumbrance, easement, hypothec, pledge, title retention agreement, reservation of title, servitude, right of way, restrictive covenant, right of use, license or license fee, royalty, production payment, trust, back-in rights, rights of first refusal

or offer, or any matter capable of registration against title or any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, any interest in, or the right to use or occupy, property or Assets; and “**Encumber**” means to create an Encumbrance on real or personal property; and words such as “**Encumbered**” and “**Encumbering**” have corresponding meanings;

- (m) “**Environmental Laws**” means Applicable Laws aimed at reclamation or restoration of the Royalty Properties and real estate or mineral claims in general; abatement, mitigation, remediation, or cleanup of pollution pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or materials or wastes; protection of human health and the environment; protection of wildlife, including endangered species; preservation, degradation, loss, damage, restoration, replacement or reclamation of natural resources; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, storage or control of hazardous materials or substances; releases or threatened releases or migration of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or materials into, within, or through the environment, including ambient air, surface water, soil, soil gas, subsurface strata, and groundwater; and all other Applicable Laws relating to the generating, manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or hazardous wastes;
- (n) “**Governmental Authority**” means any federal, state, provincial, territorial, regional, municipal or local government or authority, quasi government authority, including any governmental division, department, agency, body, commission, instrumentality, official, fiscal or judicial body, government or self-regulatory organization, commission, board, tribunal, organization, stock exchange, court, arbitrator, arbitration panel or tribunal, any central bank or similar monetary or regulatory authority or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, any wholly or partially state-owned or government-owned entity or enterprise or any public international organisation having jurisdiction or authority over the Parties or the subject matter of this Agreement, and also includes any:
 - (i) individual who is employed by or acting on behalf of a Governmental Authority;
 - (ii) political party, party official or candidate;
 - (iii) individual who holds or performs the duties of an appointment, office or position created by custom or convention; or
 - (iv) individual who holds himself out to be authorised intermediary of any person specified in paragraphs (i), (ii) or (iii) above;
- (o) “**Interest**” means, with respect to a Member (i) the limited liability company interest of the Member in the LLC (and by extension the beneficial interest in the Royalty Properties and the Other Assets through its interest in the LLC), (ii) the Member’s status as a Member, (iii) all other rights, benefits and privileges enjoyed by a Member as described in the LLC Operating Agreement, and (iv) all obligations, duties and liabilities imposed on a Member under the LLC Operating Agreement in its capacity as a Member (but not in the capacity of the Operator or other capacity). The Interest of a Member shall be reflected as a percentage, reflecting the percentage interest of the Member;
- (p) “**LLC**” has the meaning given in the recitals to this Agreement;
- (q) “**LLC Operating Agreement**” means the operating agreement of the LLC dated effective July 26, 2023;
- (r) “**Member**” means a party that has an Interest, meaning NPR Nevada and the Royalty Holder under the LLC Operating Agreement;
- (s) “**Mineral Rights**” means mineral claims, patented mines, patented mining claims, unpatented mines, unpatented mining claims, lode claims, placer claims, tunnel rights, mill sites, mineral rights, surface

rights, prospecting Permits, mine sites, exploration Permits, mining Permits, mining or mineral leases, mineral concessions and other forms of tenure or other rights to Minerals or to work upon land for the purpose of exploring for, developing or extracting Minerals under any form of title recognized under the Applicable Laws, whether contractual, statutory or otherwise, or any interest therein;

- (t) “**Minerals**” means any and all ores and minerals, precious and base, metallic and non-metallic (and concentrates derived therefrom), in, on, within or under the Royalty Properties which may lawfully be explored for, mined and sold;
- (u) “**Notice**” or “**notice**” has the meaning given in **section 5.3(a)**;
- (v) “**NPR**” means North Peak Resources Ltd.;
- (w) “**NPR Nevada**” means North Peak (Nevada) Ltd.;
- (x) “**Operations**” means every kind of work done, or activity performed by the Operator on or in respect of the Royalty Properties including investigating, prospecting, exploring, sampling, assaying, developing, analysing, property maintenance, preparation of reports, estimates and studies, filing assessment work, surveying, designing, equipping improving, construction and mining, milling, concentrating, rehabilitation, reclamation and environmental protection, and any management and administration necessary to conduct the foregoing work or activities;
- (y) “**Operator**” means NPR Nevada;
- (z) “**Other Assets**” means those Assets listed under “Other Assets” in **Schedule 1**;
- (aa) “**Other Rights**” means any interest in real property, whether freehold, leasehold, license, right of way, easement, entry, right to work, and any other surface, Permit or other right in relation to real property, and any right, license or Permit in relation to the use or diversion of water, but excluding any Mineral Rights;
- (bb) “**Parties**” means the parties to this Agreement, and “**Party**” means one of such party, or a particular such party, as the context requires;
- (cc) “**Permit**” or “**Permits**” means any license, permit, certificate, consent, order, grant, approval, classification, registration, exemption, right or other authorization of or from any Governmental Authority in connection with the Royalty Properties or Operations, but excluding Other Rights;
- (dd) “**Person**” includes an individual, general partnership, limited partnership, corporation, company, limited liability company, unincorporated association, unincorporated syndicate, unincorporated organization, joint venture, Governmental Authority, trust, trustee, executor, administrator or other legal representative;
- (ee) “**PM Assets**” means the Mineral Rights, Other Rights, Other Assets and Permits as listed in **Schedule 1**;
- (ff) “**Royalty Holder**” means Solarljos, LLC.
- (gg) “**Royalty Properties**” means (i) those PM Assets described in **Schedule 1**; and (ii) any present or future renewal, extension, modification, substitution, amalgamation or variation of any of those PM Assets described in **Schedule 1** or Mineral Rights or Other Rights that derive directly from those PM Assets described in **Schedule 1** (whether granting or conferring the same or lesser rights and whether extending over the same or a lesser domain);
- (hh) “**Tax**” or “**Taxes**” means all federal, state, provincial, territorial, regional, county, municipal, local or foreign taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Governmental Authority, including (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, value added, severance, stamp,

franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, *ad valorem*, transfer, license, profits, windfall profits, environmental, payroll, employment, employer health, pension plan, anti-dumping, countervail or excise tax; (ii) all withholdings on amounts paid to or by the relevant Person; (iii) all employment insurance premiums, government pension plan contributions or premiums; (iv) any fine, penalty, interest, or addition to tax; (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency, or fee; and (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of Applicable Law;

- (ii) “**Third Party**” means any Person other than a Party hereto or an Affiliate of a Party hereto;
- (jj) “**Transfer**” when used as a verb, means to sell, grant, assign, create an Encumbrance, pledge or otherwise convey, or dispose of or commit to do any of the foregoing, or to arrange for substitute performance by an Affiliate or Third Party (except as permitted under this Agreement), either directly or indirectly; and, when used as a noun, means such a sale, grant, assignment, creation of an Encumbrance or pledge or other conveyance or disposition, or such an arrangement; and words such as “**Transferred**” and “**Transferring**” shall have corresponding meanings; and
- (kk) “**Year**” means each period of 12 consecutive months.

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 009-260-11 \$3,413
b. 009-25-07 - 25% (Daylesford & Metamoras) - \$2,500
c. 009-330-01 \$65,823
d. Unpatented Mining Claims

2. Type of Property:

- a. ☐ Vacant Land b. ☐ Single Fam. Res.
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
☒ Other

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____
Date of Recording: _____
Notes: _____



- 3.a. Total Value/Sales Price of Property \$ 71,736
b. Deed in Lieu of Foreclosure Only (value of property ()
c. Transfer Tax Value: \$ 71,736
d. Real Property Transfer Tax Due \$ \$280.80 = \$72,000 / 500 x \$1.95

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section 8
b. Explain Reason for Exemption: Unpatented Mining Claims

5. Partial Interest: Percentage being transferred: - %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature  Capacity: Director of Grantor President NetGenesis, INC Managing
Member Solarljos, LLC
Signature  Capacity: Manager/Operator of Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Solarljos, LLC
Address: 7825 Campers Village Avenue
City: Las Vegas
State: Nevada Zip: 89178

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: North Peak Gold LLC
Address: 50 W. Liberty St. Suite 750
City: Reno
State: Nevada Zip: 89501

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: Rew R. Goodenow
Address: 50 W. Liberty Street Suite 750
City: Reno

Escrow # _____
State: Nevada Zip: 89501

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED