

**OROGEN ROYALTIES INC.**

**- and -**

**RENAISSANCE GOLD INC.**

**- and –**

**RENAISSANCE EXPLORATION, INC.**

**- and –**

**GENEX EXPLORATION INC.**

**- and –**

**1537947 B.C. LTD.**

**- and –**

**1537944 B.C. LTD.**

**- and –**

**TRIPLE FLAG PRECIOUS METALS CORP.**

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**CONTRIBUTION AGREEMENT**

**JULY 8, 2025**

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**OSLER, HOSKIN & HARCOURT LLP**

## **TABLE OF CONTENTS**

### **ARTICLE 1 INTERPRETATION**

Section 1.1	Defined Terms .....	2
Section 1.2	Interpretation .....	5
Section 1.3	Schedules .....	6

### **ARTICLE 2 SPINCO TRANSACTION STEPS**

Section 2.1	Transaction Steps .....	7
Section 2.2	Assumption of Liabilities .....	8

### **ARTICLE 3 TAX MATTERS**

Section 3.1	Value-Added and Transfer Taxes .....	8
Section 3.2	Section 85 Election .....	9
Section 3.3	Allocation of Consideration .....	9
Section 3.4	Company Pre-Closing Reorganization Tax Amount .....	10
Section 3.5	Assistance, Cooperation and Other Tax Matters .....	10

### **ARTICLE 4 CONVEYANCING MATTERS**

Section 4.1	Third Party Consents .....	10
Section 4.2	Conveyancing .....	10

### **ARTICLE 5 CLOSING**

Section 5.1	Conditions of Closing .....	11
Section 5.2	Transfer of Ownership and Risk .....	12
Section 5.3	Deliveries on the Effective Date .....	12
Section 5.4	Delivery of Books and Records .....	13

### **ARTICLE 6 DISCLAIMERS OF THE VENDORS; WAIVERS AND ACKNOWLEDGEMENT OF THE PURCHASERS; NON-SOLICITATION**

Section 6.1	Vendors Disclaimer .....	13
Section 6.2	Purchasers' Waiver and Acknowledgement .....	13
Section 6.3	Non-Solicitation .....	14

### **ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF THE VENDORS**

Section 7.1	Vendors' Representations .....	14
-------------	--------------------------------	----

### **ARTICLE 8 REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS**

Section 8.1	Purchasers' Representations .....	15
-------------	-----------------------------------	----

**ARTICLE 9  
RELEASES AND INDEMNIFICATION**

Section 9.1	Purchasers' Release.....	16
Section 9.2	Purchasers' Indemnification of the Vendors .....	16
Section 9.3	Limitations on Indemnification.....	16
Section 9.4	Responsibility Extends to Settlements.....	16
Section 9.5	Indemnification Procedure .....	17
Section 9.6	Equitable Remedies.....	18
Section 9.7	Adjustment to Purchase Price .....	18

**ARTICLE 10  
MISCELLANEOUS**

Section 10.1	Purchaser Transfers .....	18
Section 10.2	Survival.....	18
Section 10.3	Confidential Information.....	18
Section 10.4	Amendment .....	19
Section 10.5	Notices.....	19
Section 10.6	Right to Change Address.....	20
Section 10.7	Counterparts .....	20
Section 10.8	Time.....	20
Section 10.9	Severability .....	20
Section 10.10	Entire Agreement; No Third Party Beneficiaries .....	20
Section 10.11	Governing Law.....	20
Section 10.12	Waivers.....	21
Section 10.13	Further Assurances .....	21
Section 10.14	Enurement .....	21

**ADDENDA**

Schedule "A"	REN SPINCO ASSETS	A-1
Schedule "B"	REX SPINCO ASSETS	B-1
Schedule "C"	OROGEN SPINCO ASSETS	C-1
Schedule "D"	FORGIVEN INTERCOMPANY BALANCES	D-1
Schedule "E"	TRANSFERRED INTERCOMPANY BALANCES	E-1
Schedule "F"	RETAINED INTERCOMPANY BALANCES	<b>Error! Bookmark not defined.</b>
Schedule "G"	ALLOCATION SCHEDULE	G-1

## CONTRIBUTION AGREEMENT

**THIS AGREEMENT** is made as of the 8<sup>th</sup> day of July, 2025.

### AMONG:

**OROGEN ROYALTIES INC.**, a corporation existing under the laws of the Province of British Columbia ("**Orogen**")

- and –

**RENAISSANCE GOLD INC.**, a corporation existing under the laws of the Province of British Columbia ("**REN**")

- and -

**RENAISSANCE EXPLORATION, INC.**, a corporation existing under the laws of the State of Nevada ("**REX**" and, together with Orogen and REN, the "**Vendors**" and each, a "**Vendor**")

- and –

**GENEX EXPLORATION INC.**, a corporation existing under the laws of the State of Nevada ("**USCo**")

- and –

**1174610 B.C. LTD.**, a corporation existing under the laws of the Province of British Columbia ("**117**")

- and –

**1537947 B.C. LTD.**, a corporation existing under the laws of the Province of British Columbia ("**New HoldCo**")

- and –

**1537944 B.C. LTD.**, a corporation existing under the laws of the Province of British Columbia ("**SpinCo**" and, together with USCo, 117 and New HoldCo, the "**Purchasers**" each a "**Purchaser**")

- and –

**Triple Flag Precious Metals Corp.**, a corporation existing under the federal laws of Canada ("**Triple Flag**")

### WHEREAS:

- A. Triple Flag has agreed to acquire all the issued and outstanding common shares of Orogen pursuant to a plan of arrangement (the "**Plan of Arrangement**") under Section 288 of the *Business Corporations Act* (British Columbia) (the "**Arrangement**").
- B. In connection with the Arrangement, each of the Parties wishes to enter into the transactions contemplated hereunder, on the terms and subject to the conditions contained in this Agreement.

**NOW THEREFORE**, the Parties agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **Section 1.1 Defined Terms**

As used in this Agreement, the following terms shall have the respective meanings set out below and grammatical variations of those terms shall have corresponding meanings:

**"117"** has the meaning set forth in the recitals of this Agreement;

**"Agreement"** means this Contribution Agreement, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof;

**"Arrangement"** has the meaning set forth in the recitals of this Agreement;

**"Arrangement Agreement"** means the arrangement agreement dated as of April 21, 2025 between Orogen and Triple Flag, together with the schedules attached thereto, in respect of the Arrangement;

**"Business Day"** means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario, Vancouver, British Columbia or New York, New York;

**"Claim"** has the meaning set forth in the Arrangement Agreement;

**"Closing Date Cash Balance Sheet"** has the meaning set forth in the Arrangement Agreement;

**"Company Acquired Entities"** has the meaning set forth in the Arrangement Agreement;

**"Company Contractor"** has the meaning set forth in the Arrangement Agreement;

**"Company Disclosure Letter"** has the meaning set forth in the Arrangement Agreement;

**"Company Employees"** has the meaning set forth in the Arrangement Agreement;

**"Company Incentive Securities"** has the meaning set forth in the Arrangement Agreement;

**"Company Pre-Closing Reorganization"** has the meaning set forth in Section 2.1;

**"Company Pre-Closing Reorganization Taxes Amount"** has the meaning set forth in the Arrangement Agreement;

**"Contribution Effective Time"** has the meaning set forth in the Arrangement Agreement;

**"Disclosed Transaction Payment Amounts"** has the meaning set forth in the Arrangement Agreement;

**"Effective Date"** has the meaning set forth in the Plan of Arrangement;

**"Effective Time"** has the meaning set forth in the Plan of Arrangement;

**"ETA"** means Part IX of the *Excise Tax Act* (Canada);

**"Forgiven Intercompany Balances"** means those non-interest bearing, Canadian dollar denominated, intercompany balances set out in Schedule "D";

**"Governmental Entity"** has the meaning set forth in the Arrangement Agreement;

**"Indemnified Liabilities"** has the meaning set forth in the Arrangement Agreement;

**"Indemnitee"** has the meaning set forth in Section 9.5;

**"Indemnitor"** has the meaning set forth in Section 9.5;

**"ITA"** means the *Income Tax Act*, R.S.C. 1985 (5th Supp.) c.1, as amended;

**"Liabilities"** has the meaning set forth in the Arrangement Agreement;

**"Lien"** has the meaning set forth in the Arrangement Agreement;

**"Losses"** means, in respect of a Person and in relation to a matter, any and all losses, costs, expenses, assessments, reassessments and damages (including all penalties and fines) which such Person suffers, sustains, pays or incurs in connection with such matter and includes Taxes, interest, reasonable costs of legal counsel (on a full indemnity basis) and other consultants and reasonable costs of investigating and defending Claims arising from the matter, regardless of whether such Claims are sustained;

**"Minera Shares"** means 49 shares of the minimum fixed capital and 23,724 shares of the variable portion of the capital of Minera Evrim S.A. de C.V. registered in the name of Orogen;

**"New HoldCo"** has the meaning set forth in the recitals of this Agreement;

**"Orogen"** has the meaning set forth in the recitals of this Agreement;

**"Orogen Consideration"** has the meaning set forth in Section 2.1(3)(i);

**"Orogen Exploration Shares"** means 51 common shares in the capital stock of Orogen Exploration Inc. registered in the name of Orogen;

**"Orogen SpinCo Assets"** means all assets of Orogen other than the Specified Assets, including the assets set out in Schedule "C";

**"Parties"** means the Vendors and the Purchasers and **"Party"** means any one of them;

**"Person"** includes any individual, partnership, association, body corporate, company, corporation, organization, trust, estate, trustee, executor, administrator, legal representative, government (including a Governmental Entity), syndicate or other entity, whether or not having legal status;

**"Pre-Closing Taxes"** has the meaning set forth in the Arrangement Agreement;

**"Purchaser"** has the meaning set forth in the recitals of this Agreement;

**"Retained Intercompany Balances"** means those non-interest bearing, Canadian dollar denominated, intercompany balances set out in Schedule "F", which are owed from one Vendor to another Vendor and do not constitute SpinCo Assets nor SpinCo Liabilities.

**"REN"** has the meaning set forth in the recitals of this Agreement;

**"REN Consideration"** has the meaning set forth in Section 2.1(3)(e);

**"REN Shares"** means the 69,736,927 common shares in the capital of REN registered in the name of Orogen;

**"REN SpinCo Assets"** means all assets of REN other than the Specified Assets, including the assets set out in Schedule "A";

**"Required Closing Company Cash"** has the meaning set forth in the Arrangement Agreement;

**"Retained Books and Records"** means all of the Vendors' corporate records, books of account, accounting records, financial and other data and information and any books, records, files and data in all formats (including paper and electronic formats), wherever located and whatever nature, to the extent related to the Vendors, the Specified Assets or the Specified Liabilities, including corporate minute books and any other books, records, files and data relating to geological information, geophysical, hydrological, engineering, technical, construction or production reports, records, logs, drawings, data, construction or operating information, audit reports, tax or financial information;

**"REX"** has the meaning set forth in the recitals of this Agreement;

**"REX Consideration"** has the meaning set forth in Section 2.1(3);

**"REX SpinCo Assets"** means all assets of REX other than the Specified Assets, including the assets set out in Schedule "B";

**"Settlement Date"** has the meaning set forth in Section 2.1(1);

**"Silicon Assets"** has the meaning set forth in the Arrangement Agreement;

**"Specified Liabilities"** has the meaning set forth in the Arrangement Agreement;

**"SpinCo Assets"** has the meaning set forth in the Arrangement Agreement;

**"SpinCo Books and Records"** means all of the corporate records, books of account, accounting records, financial and other data and information and any books, records, files and data in all formats (including paper and electronic formats), wherever located and whatever nature, to the extent related to the SpinCo Assets or the Purchaser, including corporate minute books and any other books, records, files and data relating to geological information, geophysical, hydrological, engineering, technical, construction or production reports, records, logs, drawings, data, construction or operating information, audit reports, tax or financial information;

**"SpinCo Liabilities"** has the meaning set forth in the Arrangement Agreement, excluding, for certainty, the intercompany balances owing by REN and Orogen in respect of the applicable Retained Intercompany Balance;

**“SpinCo Shares”** means common shares in the capital of SpinCo;

**“Subsidiary”** means, with respect to any Person, any other Person which is controlled directly or indirectly by that Person;

**“Tax Returns”** has the meaning set forth in the Arrangement Agreement;

**“Taxes”** means: (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever, however denominated, imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes (including, but not limited to, domestic or foreign federal income taxes and provincial/state or local income taxes), gains taxes, capital gains taxes, production taxes, windfall taxes, surplus taxes, recapture taxes, capital stock taxes, payroll and employee withholding taxes, employment insurance premiums, unemployment insurance premiums, social insurance taxes, social security taxes, Canada Pension Plan or other governmental pension plan premiums or contributions, payroll contributions and taxes, sales and use taxes, value added taxes, goods and services taxes, harmonized sales taxes, Quebec sales taxes, ad valorem taxes, excise taxes, franchise taxes, gift taxes, wealth taxes, net worth taxes, inheritance taxes, gross receipts taxes, municipal taxes, environmental taxes, capital taxes, corporate minimum taxes, withholding taxes, health taxes, employee health taxes, education taxes, utility taxes, severance taxes, surtaxes, customs, import and export taxes, business taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, special assessments, transfer taxes, land transfer taxes, workers’ compensation premiums or contributions, regulatory fees, foreign exchange and loan operations, and other governmental charges (including, without limitation, all license and registration fees) and other obligations of the same or of a similar nature to any of the foregoing, which are required to be paid, deducted, withheld, remitted or collected; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any agreement with or other express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person;

**“Transferred Intercompany Balances”** means those non-interest bearing, Canadian dollar denominated, intercompany balances set out in Schedule “E”;

**“Triple Flag”** has the meaning set forth in the recitals of this Agreement;

**“USCo”** has the meaning set forth in the recitals of this Agreement; and

**“Vendor”** has the meaning set forth in the recitals of this Agreement.

## **Section 1.2 Interpretation**

- (1) Capitalized terms not defined herein have those meanings given to them in the Arrangement Agreement.
- (2) The terms “hereunder”, “herein” and “hereof” refer to the provisions of this Agreement as a whole. The provision of a Table of Contents, the division of this Agreement into Articles,

Sections and Schedules and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Agreement.

- (3) Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (4) The word or words (i) “including”, “includes” and “include” mean “including (or includes or include) without limitation,” (ii) “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of”, (iii) unless stated otherwise, “Article”, “Section”, and “Schedule” followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Agreement, (iv) “will” shall be construed to have the same meaning as “shall”, and (v) unless the context otherwise requires, “or” shall be construed in the inclusive sense of “and/or”. The term “Agreement” and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated in accordance with its terms and includes all schedules to it.
- (5) Any reference to a statute refers to such statute and all rules, resolutions and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.
- (6) A period of time is to be computed as beginning on the day following the event that began the period and ending at 5:00 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 5:00 p.m. on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.
- (7) Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada and “\$” refers to Canadian dollars.
- (8) All accounting terms are to be interpreted in accordance with IFRS and all determinations of an accounting nature required to be made shall be made in a manner consistent with IFRS.
- (9) References to time are to local time in Vancouver, British Columbia.
- (10) The Schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.
- (11) Any reference herein to a Person includes a reference to any successor thereto.

### **Section 1.3 Schedules**

The following schedules are attached to, form part of and are incorporated in this Agreement:

Schedule “A” – REN SpinCo Assets  
Schedule “B” – REX SpinCo Assets  
Schedule “C” – Orogen SpinCo Assets  
Schedule “D” – Forgiven Intercompany Balances  
Schedule “E” – Transferred Intercompany Balances  
Schedule “F” – Retained Intercompany Balances  
Schedule “G” – Allocation Schedule

## ARTICLE 2 SPINCO TRANSACTION STEPS

### Section 2.1 Transaction Steps.

On the dates and times specified below, the Parties shall complete the transactions set forth in Section 2.1(3), upon the terms and subject to the conditions set forth in this Agreement, and the Parties shall acknowledge the transactions described in Section 2.1(1) and Section 2.1(2) that occurred on the dates and times specified below prior to the Effective Date (the steps described in Section 2.1 collectively referred to as the “**Company Pre-Closing Reorganization**”).

- (1) The Parties acknowledge that effective on June 26, 2025 (the “**Settlement Date**”), the Forgiven Intercompany Balances were forgiven and settled without payment.
- (2) The Parties acknowledge that effective on:
  - (a) July 4, 2025, Orogen made a capital contribution of \$4,339,695 to SpinCo, which amount was satisfied by a cash payment from Orogen to SpinCo comprised of (a) \$400,000 and (b) US\$ 2,902,169, and \$4,339,695 was added to the capital of the common shares of SpinCo; and
  - (b) July 4, 2025, SpinCo made a capital contribution of \$4,339,695 to New HoldCo, which amount was satisfied by a cash payment from SpinCo to New HoldCo (or as may be directed by New HoldCo) comprised of (a) \$400,000 and (b) US\$2,902,169 to the capital of the common shares of New HoldCo.
- (3) Effective on the date hereof and at the times specified:
  - (a) at 5:00 p.m, New HoldCo shall subscribe for and purchase 2,902,168 shares of the common stock of USCo for [Redacted - Amount];
  - (b) at 5:05 p.m., REX shall issue 0.056135 shares in the common stock of REX in full satisfaction of the [Redacted - Amount] non-interest bearing, CAD denominated, intercompany receivable owing from REX to REN;
  - (c) at 11:25 p.m., REX shall sell, assign, transfer and convey to USCo and USCo shall purchase from REX, all right, title, interest and benefit of REX in and to the REX SpinCo Assets in consideration for an amount equal to the fair market value of the REX SpinCo Assets, being [Redacted - Amount], to be satisfied by: (a) payment by USCo of [Redacted - Amount] to REX (or to the direction of REX); and (b) the assumption by USCo of the SpinCo Liabilities that relate to the REX SpinCo Assets (collectively, the “**REX Consideration**”);
  - (d) at 11:30 p.m., REX shall pay [Redacted - Amount] to Orogen as partial repayment of a [Redacted - Amount], non-interest bearing, CAD denominated receivable owing by REX to Orogen, with the outstanding balance of such receivable being thereafter reduced by an amount equal to the CAD equivalent of [Redacted - Amount];
  - (e) at 11:35 p.m., REN shall sell, assign, transfer and convey to New HoldCo and New HoldCo shall purchase from REN, all right, title, interest and benefit of REN in and to the REN SpinCo Assets in consideration for an amount equal to the fair market value of the REN SpinCo Assets, to be satisfied by: (i) payment by New HoldCo of [Redacted - Amount] to REN (or to the direction of REN); and (ii) the assumption by New HoldCo

of the SpinCo Liabilities that relate to the REN SpinCo Assets (collectively, the “**REN Consideration**”);

- (f) at 11:40 p.m., REN shall distribute cash in the amount [Redacted - Amount] to Orogen as a reduction of the capital in respect of its common shares held by Orogen;
- (g) at 11:45 p.m., Orogen shall sell, assign, transfer and convey to New HoldCo and New HoldCo shall purchase from Orogen, all right, title, interest and benefit of Orogen in and to Orogen Exploration Shares in consideration for an amount equal to the fair market value of the Orogen Exploration Shares, to be satisfied by payment by New HoldCo of [Redacted - Amount] to Orogen;
- (h) at 11:50 p.m., Orogen shall sell, assign, transfer and convey to 117 and 117 shall purchase from Orogen, all right, title, interest and benefit of Orogen in and to Minera Shares in consideration for an amount equal to the fair market value of the Minera Shares, to be satisfied by the issuance to Orogen of 2,044 fully paid and non-assessable 117 Shares; and
- (i) at 11:55 p.m., Orogen shall sell, assign, transfer and convey to SpinCo and SpinCo shall purchase from Orogen, all right, title, interest and benefit of Orogen in and to the Orogen SpinCo Assets in consideration for an amount equal to the fair market value of the Orogen SpinCo Assets, to be satisfied by (a) the assumption by Orogen of the SpinCo Liabilities (other than any SpinCo Liabilities that relate to the REX SpinCo Assets and REN SpinCo Assets and which were assumed by USCo and New HoldCo respectively); (b) the issuance to Orogen pursuant to and at the time specified for Section 2.3(d) of the Plan of Arrangement the number of fully paid and non-assessable SpinCo Shares described in Section 2.3(d) of the Plan of Arrangement; and (c) the issuance to Orogen of a non-interest bearing demand promissory note in the principal amount of [Redacted - Amount] (collectively, the “**Orogen Consideration**”).

## **Section 2.2 Assumption of Liabilities**

- (1) From and after the Contribution Effective Time, USCo agrees to assume, pay, discharge, perform and satisfy in full and when due all SpinCo Liabilities that relate to the REX SpinCo Assets.
- (2) From and after the Contribution Effective Time, New HoldCo agrees to assume, pay, discharge, perform and satisfy in full and when due all SpinCo Liabilities that relate to the REN SpinCo Assets.
- (3) From and after the Contribution Effective Time, SpinCo hereby agrees to assume, pay, discharge, perform and satisfy in full and when due all SpinCo Liabilities (other than any SpinCo Liabilities that relate to the REX SpinCo Assets and REN SpinCo Assets, which were assumed by USCo and New HoldCo, respectively).

## **ARTICLE 3 TAX MATTERS**

### **Section 3.1 Value-Added and Transfer Taxes**

- (1) SpinCo shall be responsible for, and shall pay or cause to be paid, all GST/HST, PST and all other sales and value-added Taxes imposed by a Governmental Entity arising or payable in respect of any transfer in the course of the Company Pre-Closing Reorganization (“**Transfer**”

**Taxes**”). If a Vendor is required to withhold or collect such Taxes, the applicable Purchaser shall pay the aggregate amount of such Taxes to such Vendor on demand and in such case such Vendor shall remit such amount to the appropriate authorities in accordance with applicable law.

- (2) The Parties will use their reasonable best efforts to minimize (or eliminate) any Transfer Taxes in respect of the sale of the SpinCo Assets by the Vendors to the Purchasers under this Agreement by, among other things, making such elections and taking such steps as may be provided for under applicable law (including, for greater certainty, making joint elections in a timely manner under Section 156 of the ETA if applicable).

### **Section 3.2 Section 85 Election**

- (1) 117 and Orogen agree that, if 117 so requests, Orogen and 117 shall jointly elect for section 85 of the ITA (and the equivalent provisions of any provincial Tax legislation) to apply to the transfer of the Minera Shares (other than any Ineligible Property as defined in Section 3.2(3)) to 117 in the form prepared by 117 and each such Party agrees to deliver and file such election form (and any provincial equivalent), in the manner and within the time prescribed by applicable Law. Such Parties agree to cooperate to prepare and file any such election. It is the intention of such Parties that the elected amount for the Minera Shares for purposes of any such election should be equal to the fair market value of the property.
- (2) SpinCo and Orogen agree that, if SpinCo so requests, Orogen and SpinCo shall jointly elect for section 85 of the ITA (and the equivalent provisions of any provincial Tax legislation) to apply to the transfer of all or some of the property comprising the Orogen SpinCo Assets (other than any Ineligible Property as defined in Section 3.2(3)) to SpinCo in the form prepared by SpinCo and each such Party agrees to deliver and file such election form (and any provincial equivalent), in the manner and within the time prescribed by applicable Law. Such Parties agree to cooperate to prepare and file any such election. It is the intention of such Parties that the elected amount for a particular Orogen SpinCo Asset for purposes of any such election should be equal to the fair market value of the property.
- (3) No section 85 election (or provincial equivalent) shall be filed in respect of any cash or any other property that is not “eligible property” as defined in subsection 85(1.1) of the ITA (collectively, the **“Ineligible Property”**).

### **Section 3.3 Allocation of Consideration**

The Parties agree to allocate the Orogen Consideration amongst the Orogen SpinCo Assets, REN Consideration amongst the REN SpinCo Assets and the REX Consideration amongst the REX SpinCo Assets in accordance with the respective fair market values of the SpinCo Assets as shown on the allocation schedule attached hereto as Schedule “G” (the **“Allocation Schedule”**). The Parties agree to act in accordance with such allocations for all federal, provincial and non-Canadian Tax purposes, including with respect to any Tax Returns that may be filed by them and in any section 85 election form (or provincial equivalent) filed by them, and the Parties agree not to take a position before any Governmental Entity charged with the collection of any Taxes or in any judicial proceeding that is in any manner inconsistent with the terms of any such allocation or in the section 85 election form (or comparable provincial election) filed by the Parties. If the Allocation Schedule is disputed by any Governmental Entity, the Party receiving notice of such dispute will promptly notify the other Party and the Parties will use commercially reasonable efforts to sustain the Allocation Schedule. In the event that the Allocation Schedule is varied, pursuant to an agreement between the Parties or between the Parties and the particular Governmental Entity, or by a court of competent jurisdiction (after all appeal rights have been exhausted or all time periods for appeal have expired without appeals having been

taken), the Parties shall take such steps as may be necessary to reflect appropriate adjustments to the Allocation Schedule and any other agreements or other documentation which may be affected by such an adjustment.

### **Section 3.4 Company Pre-Closing Reorganization Tax Amount**

The Parties agree that the Company Pre-Closing Reorganization Tax Amount is [Redacted – Amount].

### **Section 3.5 Assistance, Cooperation and Other Tax Matters**

- (1) After the Effective Date, the Parties (together with their respective affiliates), at their own cost and expense, shall reasonably: (a) assist the other Party in preparing any Tax Returns and statements which such other Party is responsible for preparing and filing; (b) cooperate fully in preparing for and dealing with any Tax audits of, or disputes, contests or proceedings with, taxation authorities regarding any Taxes that are the subject of indemnification hereunder; (c) make available to the other (as reasonably requested) and to any taxation authorities (to the extent required by applicable law) all information, records and documents relating to Tax liabilities that are attributable to any period (or portion thereof) ending on or prior to the Effective Date; (d) preserve all such information, records and documents relating to Tax matters until the expiration of any applicable statutes of limitations or extensions thereof and as otherwise required by law for any period (or portion thereof) ending on or prior to the Effective Date; and (e) make available to the other, as reasonably requested, personnel responsible for preparing or maintaining information, records and documents in connection with Pre-Closing Taxes.
- (2) SpinCo and the Vendors each acknowledge that an election under subsection 256(9) of the ITA will be made in respect of the taxation year of Orogen ending as a result of the acquisition of the shares of Orogen by Triple Flag by way of the Plan of Arrangement.

## **ARTICLE 4 CONVEYANCING MATTERS**

### **Section 4.1 Third Party Consents**

To the extent not already completed at the Effective Time, the Vendors shall, following the Effective Time and at the sole expense of the Purchasers, use commercially reasonable efforts to (a) amend, assign or novate all contracts, agreements and documents with respect to the SpinCo Assets into the name of the applicable Purchaser; and (b) obtain approvals of any Governmental Entity and other Persons required for consummation of the transactions contemplated by this Agreement.

### **Section 4.2 Conveyancing**

- (1) Each Vendor hereby acknowledges and confirms that title to the SpinCo Assets which remains in its name following the Effective Date, if any, is held by it as nominee and agent for and bare trustee of the Purchaser entitled to such SpinCo Asset pursuant to Section 2.1, and that all beneficial ownership in such SpinCo Assets is held by such Purchaser.
- (2) Following the Effective Date, until a Purchaser is novated or validly assigned into the agreements and documents that form part of the SpinCo Assets to which such Purchaser is entitled pursuant to Section 2.1, the applicable Vendor shall act as such Purchaser's agent as such Purchaser reasonably and lawfully directs. No Vendor shall have any liability hereunder in respect of or arising in connection with any acts or omissions of such Vendor in its capacity as agent of a Purchaser under this Section 4.2 except to the extent resulting from the willful

misconduct of such Vendor. The Purchasers shall be liable to the Vendors for all Losses and Liabilities suffered, sustained, paid or incurred by the Vendors, and will indemnify and save harmless the Vendors from and against all Claims made against the Vendors in connection with the Vendors acting as agent of the Purchasers under this Section 4.2, except to the extent resulting from the willful misconduct of such Vendor. For greater certainty, an act or omission by a Vendor in its capacity as agent of a Purchaser under this Section 4.2 shall not constitute the willful misconduct of such Vendor if such act or omission is done at the request of a Purchaser or with its express or implied consent or approval.

## **ARTICLE 5 CLOSING**

### **Section 5.1 Conditions of Closing**

The completion of Company Pre-Closing Reorganization is subject to the satisfaction of, or compliance with, at or before the Contribution Effective Time, each of the following conditions precedent (none of which may be waived by any Party in whole or in part without the consent of Triple Flag):

- (1) All conditions precedent under the Arrangement Agreement shall have been satisfied;
- (2) With respect to Company Contractors,
  - (a) all Company Contractors shall have been transferred to SpinCo or its Subsidiaries or terminated, and
  - (b) prior to the delivery of the Closing Date Cash Balance Sheet, all Company Contractors shall have agreed, in form satisfactory to Triple Flag acting reasonably, (i) to pay to the Vendors any Taxes payable in respect of the settlement of any Company Incentive Securities by such Company Contractors on or before the Effective Date and (ii) to release and indemnify the applicable Vendor in respect of such payments and acknowledge any applicable Disclosed Transaction Payment Amounts.
- (3) With respect to Company Employees,
  - (a) all Company Employees shall have had their employment transferred to SpinCo or its Subsidiaries or terminated by the applicable Vendor,
  - (b) for Company Employees who are terminated by the Vendors on a without cause basis, such Company Employees shall have entered into and delivered to the applicable Vendor a termination agreement and full and complete release in favour of the applicable Company Acquired Entities (in a form satisfactory to Triple Flag), with such release providing that subject to such Company Employee having been provided with the applicable amounts payable in connection with such termination of employment set out in Section 4.1(3)(b) of the Company Disclosure Letter, the applicable Company Acquired Entities are released, and the applicable Vendor shall have delivered to Triple Flag evidence of the acceptance of the Company Employees to the completion of the foregoing and, where applicable, copies of the termination agreements and full and complete releases of the Company Employees, and
  - (c) in respect of any Company Incentive Securities, Company Employees shall have agreed, in form satisfactory to Triple Flag acting reasonably, to the payment and/or withholding of any Taxes (and the amount thereof) payable in respect of the settlement of such Company Incentive Securities and to release and indemnify the applicable

Vendor for any and all liabilities arising from or in respect of the settlement of such Company Incentive Securities or the payment and/or withholding of any taxes thereon.

- (4) Orogen shall have the Required Closing Company Cash after giving effect to the Company Pre-Closing Reorganization to pay (i) the Disclosed Transaction Payment Amounts, (ii) the Company Pre-Closing Reorganization Taxes Amounts, and (iii) any additional SpinCo Liabilities which have been identified by the Parties prior to the Effective Time and shall be payable by any of the Company Acquired Entities following the Effective Time;
- (5) To the extent applicable, SpinCo shall have obtained full and complete releases in favour of the Company Acquired Entities, from any security, bonding or similar surety requirements in respect of reclamation or similar requirements relating to any SpinCo Assets; and
- (6) The Purchasers shall have confirmed to the Vendors and Triple Flag in writing that after giving effect to the Company Pre-Closing Reorganization, there shall be no Liabilities of the Company Acquired Entities other than the Specified Liabilities.

## **Section 5.2    Transfer of Ownership and Risk**

The SpinCo Assets shall constitute property of the applicable Purchaser as and from the time specified in Section 2.1 and the transfer of ownership and risk with respect to such SpinCo Assets shall transfer to such Purchaser as and from the time specified in Section 2.1.

## **Section 5.3    Deliveries on the Effective Date**

- (1) Deliveries of the Vendors on the Effective Date. At the time specified in Section 2.1, the Vendors shall deliver or cause to be delivered to and in favour of the Purchasers, against those deliveries required to be made by the Purchasers to the Vendors, the following:
  - (a) receipts for any payment received by the Vendors including for the Orogen Consideration, the REN Consideration and the REX Consideration;
  - (b) one or more instruments of transfer, assignment and assumption agreements, or other documents required to evidence the transactions contemplated under Section 2.1(3) duly executed by each applicable Vendor, in form and substance satisfactory to each of the Parties, acting reasonably; and
  - (c) any and all other documents which are required to be delivered by the Vendors to the Purchasers on the Effective Date pursuant to this Agreement.
- (2) Deliveries of the Purchasers on the Effective Date. At the time specified in Section 2.1, the applicable Purchaser shall deliver or cause to be delivered to and in favour of the Vendors, against those deliveries required to be made by the Vendors to the Purchasers, the following:
  - (a) a certificate executed by a director or officer of SpinCo confirming the satisfaction of all conditions precedent set out in Section 5.1;
  - (b) one or more instruments of transfer, assignment and assumption agreements, or other documents required to evidence the transactions contemplated under Section 2.1(3) hereof duly executed by each applicable Purchaser, in form and substance satisfactory to each of the Parties, acting reasonably; and

- (c) any and all other documents which are required to be delivered by the Purchasers to the Vendors on the Effective Date pursuant to this Agreement.

#### **Section 5.4 Delivery of Books and Records**

- (1) Retained Books and Records. To the extent in its possession or control, the Purchasers shall deliver the Retained Books and Records to the Vendors and Triple Flag as soon as practical following the Effective Date.
- (2) SpinCo Books and Records. To the extent in its possession or control, the Vendors shall deliver the SpinCo Books and Records to the Purchasers as soon as practicable following the Effective Date.

### **ARTICLE 6**

#### **DISCLAIMERS OF THE VENDORS; WAIVERS AND ACKNOWLEDGEMENT OF THE PURCHASERS; NON-SOLICITATION**

##### **Section 6.1 Vendors Disclaimer**

- (1) The Vendors do not make any representations or warranties of any kind or nature, express or implied, at law or in equity and in particular, and without limiting the generality of the foregoing, the Vendors hereby expressly negate and disclaim, and shall not be liable for, any and all representations or warranties which may have been made or alleged to have been made in any other document or instrument or in any statement or information made or communicated to the Purchasers or their respective representatives or shareholders in any manner.
- (2) The Vendors hereby expressly negate and disclaim, and shall not be liable for, any representations or warranties made or alleged to have been made to the Purchasers or their respective representatives or shareholders with respect to any of the following matters:
  - (a) the value of the SpinCo Assets or the future cash flow therefrom;
  - (b) the absence of third-party Claims to or interests in the SpinCo Assets;
  - (c) the quality, condition, fitness, merchantability or sustainability of use for any purpose, of the SpinCo Assets;
  - (d) title to the SpinCo Assets;
  - (e) any Losses, Liabilities or Claims related to the SpinCo Assets; or
  - (f) any Liens with respect to the SpinCo Assets.

##### **Section 6.2 Purchasers' Waiver and Acknowledgement**

- (1) Each Purchaser acknowledges and agrees that:
  - (a) it is fully informed of all matters related to the SpinCo Assets and the SpinCo Liabilities; and
  - (b) none of Triple Flag nor the Company Acquired Entities is making any representations, warranty or covenant to, or for the benefit of, any Purchaser with respect to the SpinCo Assets, the SpinCo Liabilities or the Company Pre-Closing Reorganization.

- (2) Each Purchaser acknowledges and confirms that (a) it will accept the SpinCo Assets to which it is entitled pursuant to Section 2.1 on an "as is-where is" basis at the sole risk and peril of such Purchaser and without representation and warranty whether express or implied, (b) it has knowledge of the SpinCo Assets and performed its own due diligence and it has not relied on any data, information, statement or advice provided to the Purchaser or its representatives or shareholders by the Vendors, Triple Flag or their respective representatives, and (c) in agreeing to enter into and to consummate the transactions of the Company Pre-Closing Reorganization, it has relied on its own inspections and evaluations of the SpinCo Assets and the Liabilities and obligations assumed by such Purchaser pursuant to the transactions contemplated hereby.
- (3) Except for its rights under this Agreement, each Purchaser hereby waives all rights and remedies (whether now existing or hereafter arising and including all common law, tort, contractual, equitable and statutory rights and remedies) against the Vendors, Triple Flag or their respective representatives in respect of the SpinCo Assets, the transactions contemplated hereby or any representations or statements made, or information or data furnished, to the Purchasers or any of their respective representatives or shareholders in connection herewith or otherwise (whether made or furnished by the Vendors, Triple Flag or any of their respective representatives or third parties and whether made or furnished orally or by electronic, faxed, written or other means).

### **Section 6.3 Non-Solicitation**

- (1) The Parties agree that, (i) neither Triple Flag nor any Vendor shall, for a period of 12 months following the Effective Date, solicit for employment any Company Employee; provided, however, that the foregoing prohibition shall not extend to (a) general solicitations of a public nature provided that Triple Flag and any Vendor, as the case may be, have not specifically directed their efforts toward the Company Employees or (b) any Company Employee who approaches Triple Flag or any Vendor, as the case may be, of their own volition; and (ii) no Purchaser shall, for a period of 24 months following the Effective Date, solicit for employment any employee of Triple Flag or any Vendor; provided, however, that the foregoing prohibition shall not extend to (a) general solicitations of a public nature provided that a Purchaser has not specifically directed its efforts toward such employees or (b) any such employee who approaches any Purchaser of their own volition.

## **ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF THE VENDORS**

### **Section 7.1 Vendors' Representations**

Each of the Vendors hereby represents and warrants to the Purchasers that:

- (1) Organization. Each of the Vendors: (i) is a corporation duly organized, validly existing and in good standing under the laws of its place of incorporation; (ii) has the requisite power and authority to own, lease and operate its properties and to conduct its business as it is presently being conducted and proposed to be conducted; and (iii) is duly qualified to do business, and is in good standing, in each jurisdiction where the character of the properties to be owned or leased by it or the nature of its activities to be conducted makes such qualification necessary.
- (2) Authority and Enforceability. Each of the Vendors has the requisite power and authority to enter into and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary

action on the part of the Vendors and no other proceedings on the part of the Vendors are necessary to authorize the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Vendors and all other documents executed and delivered pursuant hereto will, when executed and delivered, be duly authorized, executed and delivered by the applicable Vendors and this Agreement does, and such documents will when executed and delivered (assuming that this Agreement constitutes a valid and binding obligation of the Purchasers) constitute a valid and binding obligation of the applicable Vendors enforceable against such Vendors in accordance with its terms, except as such enforceability may be subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief and other equitable remedies.

- (3) Not a Non-resident. Each of Orogen and REN represents that it is not a non-resident of Canada for purposes of the ITA.

## **ARTICLE 8 REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS**

### **Section 8.1 Purchasers' Representations**

Each of the Purchasers hereby represents and warrants to the Vendors that:

- (1) Organization. Each of the Purchasers: (i) is a corporation duly organized, validly existing and in good standing under the laws of its place of incorporation; (ii) has the requisite power and authority to own, lease and operate its properties and to conduct its business as it is presently being conducted and proposed to be conducted; and (iii) is duly qualified to do business, and is in good standing, in each jurisdiction where the character of the properties to be owned or leased by it or the nature of its activities to be conducted makes such qualification necessary.
- (2) Authority and Enforceability. Each of the Purchasers has the requisite power and authority to enter into and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of the Purchasers and no other proceedings on the part of the Purchasers are necessary to authorize the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Purchasers and all other documents executed and delivered pursuant hereto will, when executed and delivered, be duly authorized, executed and delivered by the applicable Purchasers and this Agreement does, and such documents will when executed and delivered (assuming that this Agreement constitutes a valid and binding obligation of the Vendors) constitute a valid and binding obligation of the applicable Purchasers enforceable against such Purchasers in accordance with its terms, except as such enforceability may be subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief and other equitable remedies.
- (3) Brokers. No broker, finder, investment banker or other person is or will be, in connection with the transactions contemplated by this Agreement, entitled to any brokerage, finder's or other fee or other similar forms of compensation in respect of the transactions contemplated herein for which the Vendors will have any obligation or liability.

- (4) Taxable Canadian Corporation. Each of 117 and SpinCo is a “taxable Canadian corporation” as such term is defined for the purposes of the ITA.
- (5) Registration Under ETA. SpinCo and New HoldCo will be validly registered for the purposes of the ETA prior to the Effective Date.

## **ARTICLE 9 RELEASES AND INDEMNIFICATION**

### **Section 9.1 Purchasers’ Release**

The Purchasers hereby acknowledge and agree that none of Triple Flag, any Vendor nor any of their respective affiliates, directors, officers, employees, agents or Representatives shall have any liability to the Purchasers in respect of the SpinCo Assets, the SpinCo Liabilities or any aspect of the transactions contemplated under this Agreement and the Purchasers shall have no recourse against Triple Flag, any Vendor or any of their respective Affiliates in relation thereto.

### **Section 9.2 Purchasers’ Indemnification of the Vendors**

Subject to Section 9.2, the Purchasers shall jointly and severally indemnify, defend and save harmless the Vendors, Triple Flag and each of their respective Subsidiaries, and their respective affiliates, directors, officers, employees, agents, successors and assigns and each of their respective agents or representatives, from and against any and all Claims and Losses sustained, suffered or incurred, imposed upon or asserted against any of them as a result of, arising out of or in connection with:

- (1) any Indemnified Liability to the extent not already included in the Company Pre-Closing Reorganization Taxes Amount and the Disclosed Transaction Payment Amounts; or
- (2) the breach of any representation, warranty, covenant or agreement of any Purchaser set forth herein or a breach of any representation, warranty, covenant or agreement of any Purchaser in any document delivered in connection with the transactions contemplated in ARTICLE 2 of this Agreement.

### **Section 9.3 Limitations on Indemnification**

If Orogen proposes to amend any Canadian income Tax Return for Orogen’s taxation year ending in 2022, 2023 or 2024, Orogen shall use commercially reasonable efforts to (i) consult with SpinCo on the preparation of such amended Tax Return, and (ii) provide to SpinCo an advance draft of such amended Tax Return at least 5 days before Orogen proposes to file such amended Tax Return.

No Purchaser shall be liable to the Vendors or Triple Flag for indemnification under Section 9.2 until the aggregate of all Claims or Losses in respect of indemnification under Section 9.2 exceeds [Redacted – Amount] (the “**Deductible**”), in which event the Purchasers shall jointly and severally be required to pay or be liable for all Claims, Liabilities or Losses in excess of the Deductible.

### **Section 9.4 Responsibility Extends to Settlements**

Notwithstanding any provision to the contrary contained in this Article 9, references to Losses in the liability and indemnification obligations prescribed by Section 9.2 shall extend to settlements, satisfactions or other compromises with respect to Claims by third parties, provided the Indemnitor has consented to such settlement, satisfaction or other compromise in accordance with Section 9.5(1)(d) below.

## **Section 9.5 Indemnification Procedure**

- (1) The following procedures shall be applicable to any claim by a Party (the “**Indemnitee**”) for indemnification pursuant to this Agreement from another Party (the “**Indemnitor**”) in respect of a Claim by a third person:
  - (a) upon the third person Claim being made against or commenced against the Indemnitee, the Indemnitee shall promptly, and in any case within 10 Business Days of its receipt thereof, provide notice thereof to the Indemnitor. The notice shall describe the third person Claim in reasonable detail and indicate the estimated amount, if practicable, of the indemnifiable Losses that has been or may be sustained by the Indemnitee in respect thereof. If the Indemnitee does not provide notice to the Indemnitor within such 10 Business Day period, then such failure shall only lessen or limit the Indemnitee’s rights to indemnity hereunder to the extent that the defence of the third person Claim was prejudiced by such lack of timely notice;
  - (b) if the Indemnitor acknowledges to the Indemnitee in writing that the Indemnitor is responsible to indemnify the Indemnitee in respect of the third person Claim pursuant hereto, and in the case of a Claim in respect of Taxes, if the Indemnitor has paid all amounts in respect of Taxes that are required to be paid by the Indemnitee, then the Indemnitor shall have the right to do either or both of the following:
    - (i) participate in the investigation and defence of the third person Claim and may also elect to assume carriage of the defence of the third person Claim using legal counsel reasonably satisfactory to the Indemnitee and at its sole cost; and/or
    - (ii) settle the third person Claim provided the Indemnitor pays the full monetary amount of the settlement and the settlement does not impose any restrictions or obligations on the Indemnitee;
  - (c) the Indemnitee and the Indemnitor shall co-operate with the other in the defence of the third person Claim, including making available to the other Party, its directors, officers, employees and consultants whose assistance, testimony or presence is of material assistance in evaluation and defending the third person Claim, and all documents, records and other materials in the possession, control of power of such Party that is material to the defence of the third person Claim;
  - (d) the Indemnitee shall not enter into, and the Indemnitor shall not be bound by, any settlement, consent order or other compromise with respect to the third person Claim without the prior written consent of the Indemnitor (which consent shall not be unreasonably withheld or delayed), unless the Indemnitee waives its rights to indemnification in respect of the third person Claim; and
  - (e) if the Indemnitor has paid an amount pursuant to the indemnification obligations herein and the Indemnitee shall subsequently be reimbursed from any source in respect of the third person Claim from any other person, the Indemnitee shall promptly pay the applicable amount of the reimbursement (including interest actually received) to the Indemnitor, net of Taxes required to be paid by the Indemnitee as a result of any such receipt.

### **Section 9.6 Equitable Remedies**

The Parties acknowledge that the failure to comply with a covenant or obligation contained in this Agreement may give rise to irreparable injury to a Party inadequately compensable in damages. Accordingly, a Party may seek to enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damage (and without requirement of posting a bond or other security).

### **Section 9.7 Adjustment to Purchase Price**

Any payment made by the Purchaser pursuant to this ARTICLE 9 will constitute a dollar-for-dollar decrease of the purchase price of the applicable SpinCo Asset.

## **ARTICLE 10 MISCELLANEOUS**

### **Section 10.1 Purchaser Transfers**

If, following the Effective Date, a Purchaser transfers all or a material part of its properties and assets to any Person, such Purchaser shall use reasonable commercial efforts to ensure that provisions have been made so that such transferee assumes its obligations hereunder.

### **Section 10.2 Survival**

The representations, warranties and covenants contained in this Agreement or in any document or instrument delivered pursuant to this Agreement shall survive the completion of the transactions contemplated hereby and the Effective Date. Any and all obligations, covenants, indemnities or agreements of whatever nature of the Parties shall survive the closing of the transactions contemplated herein and continue in full force and effect indefinitely.

### **Section 10.3 Confidential Information**

Following the Effective Date, to the extent that pursuant to this Agreement any Vendor obtains or possesses information with respect to the SpinCo Assets or the Purchase obtains or possesses information with respect to the Specified Assets, as applicable, such information shall be retained in confidence and shall not be disclosed or used without the prior written consent of the other Party, provided that this Section shall not apply to the extent such information is:

- (a) already in possession of the public or becomes available to the public other than through the act or omission of the receiving Party; or
- (b) acquired independently from a third party after the Effective Date that represents that it has the right to disseminate such information at the time it is acquired by the receiving Party.

The disclosure restrictions contained in this Section 10.3 do not apply to disclosure that is required by Law, or any order or authority of any Governmental Entity (unless such Law, order or rule permits the Party to refrain from making such disclosure for confidentiality or other reasons), in which case the disclosing Party may disclose only that portion of the confidential information that it is required to be disclosed and must exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment is given to such confidential information disclosed.

#### **Section 10.4 Amendment**

This Agreement may not be amended except by a written instrument signed on behalf of each of the Parties.

#### **Section 10.5 Notices**

Any notice, communication or statement required, permitted or contemplated hereunder shall be in writing and shall be delivered as follows:

- (a) by delivery to a Party between 8:00 a.m. and 5:00 p.m. on a Business Day at the address of such Party for notices, in which case the notice shall be deemed to have been received by that Party when it is delivered;
- (b) by email to a Party to the email address of such Party for notices, in which case, if the notice was emailed prior to 5:00 p.m. on a Business Day at the address of such Party for notices, the notice shall be deemed to have been received by that Party when it was emailed and if it is emailed on a day which is not a Business Day at that address or is emailed after 5:00 p.m. on a Business Day at that address, it shall be deemed to have been received on the next following Business Day at that address; or
- (c) except in the event of an actual or threatened postal strike or other labour disruption that may affect mail service, by first class registered postage prepaid mail to a Party at the address of such Party for notices, in which case the notice shall be deemed to have been received by that Party on the 5th Business Day at the address of such Party for notices following the date of mailing.

The addresses and fax number for each Party shall be as follows:

- (a) If to a Purchaser:

1537944 B.C. Ltd.  
1015 – 789 West Pender Street  
Vancouver, BC, V6C 1H2  
Canada

Attention: J. Patrick Nicol  
Email: [Redacted - Personal Information]

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

Osler, Hoskin & Harcourt LLP  
Bentall Four, 1055 Dunsmuir St, Suite 3000  
Vancouver, BC V7X 1K8

Attention: Alan Hutchison  
Email: [Redacted - Personal Information]

- (b) If to Triple Flag or a Vendor:

c/o Triple Flag Precious Metals Corp.  
161 Bay St., Suite 4535  
Toronto, ON M5J 2S1

Attention: Warren Beil  
Email: [Redacted - Personal Information]

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

Torys LLP  
79 Wellington St W #3300  
Toronto ON M5K 1N2

Attention: Carly Klinkhoff  
Email: [Redacted - Personal Information]

#### **Section 10.6 Right to Change Address**

Any Party may change its address for service by notice to the other Parties, and such changed address for service thereafter shall be effective for all purposes of this Agreement.

#### **Section 10.7 Counterparts**

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties by electronic delivery, or in original, it being understood that all Parties need not sign the same counterpart.

#### **Section 10.8 Time**

Time shall be of the essence in this Agreement.

#### **Section 10.9 Severability**

Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

#### **Section 10.10 Entire Agreement; No Third Party Beneficiaries**

This Agreement (together with the documents and instruments delivered by the Parties in connection with this Agreement) and the Arrangement Agreement: (a) constitute the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof; and (b) except as expressly provided, are solely for the benefit of the Parties and their respective successors, legal representatives and assigns and do not confer on any other person any rights or remedies.

#### **Section 10.11 Governing Law**

This Agreement shall in all respects be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of British Columbia and the federal laws of Canada applicable therein. Each Party accepts the jurisdiction of the courts of the Province of British Columbia and all courts of appeal therefrom.

#### **Section 10.12 Waivers**

No provision of this Agreement shall be deemed to be waived unless such waiver is in writing. Any waiver of any default committed by any of the Parties in the observance or performance of any part of this Agreement shall not extend to or be taken in any manner to effect any other default.

#### **Section 10.13 Further Assurances**

Subject to the provisions of this Agreement, the Parties will, from time to time, do all acts and things and execute and deliver all such further documents and instruments, as the other Party may, either before or after the Effective Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement and, in the event the Arrangement becomes effective, to document or evidence any of the transactions or events set out herein or in the Plan of Arrangement.

#### **Section 10.14 Enurement**

This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors, receivers, receiver managers, successors and permitted assigns.

*[Rest of page intentionally left blank]*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives, on the date first written above.

**OROGEN ROYALTIES INC.**

By: /s/ "John Patrick Nicol"  
Name: John Patrick Nicol  
Title: Director

**RENAISSANCE GOLD INC.**

By: /s/ "John Patrick Nicol"  
Name: John Patrick Nicol  
Title: Director

**RENAISSANCE EXPLORATION INC.**

By: /s/ "John Patrick Nicol"  
Name: John Patrick Nicol  
Title: Director

**1537944 B.C. LTD.**

By: /s/ "J. Patrick Nicol"  
Name: J. Patrick Nicol  
Title: Director

**1537947 B.C. LTD.**

By: /s/ "J. Patrick Nicol"  
Name: J. Patrick Nicol  
Title: Director

**GENEX EXPLORATION INC.**

By: /s/ "John Patrick Nicol"  
Name: John Patrick Nicol  
Title: Director

**TRIPLE FLAG PRECIOUS METALS CORP.**

By: /s/ "C. Warren Beil"  
Name: C. Warren Beil  
Title: Vice President and General  
Counsel

**Schedule "A"**  
**REN SPINCO ASSETS**

All of the assets of REN, including:

1. Argentina Royalties (Luna Roja, Piedra Nega/Cerro Covadonga, El Meridiano and Gertrudis projects)
  - a. Agreement dated February 26, 2014 between Atala Resource Corporation, Atala Resources Argentina S.A., Renaissance Gold Inc. and AUEX Argentina S.A.

**but excluding** 1 share in the capital stock of REX, the Retained Intercompany Balance owing to REN and all undeducted Tax attributes of REN.

**Schedule "B"**  
**REX SPINCO ASSETS**

All of the assets of REX, including:

Owned Properties

1. Hot Tip
  - a. 109 claims staked on open Bureau of Land Management ground in Nye County, Nevada, U.S. with no underlying agreements and generated as part of Nevada Generative Alliance.
  - b. For a complete list of claim information, refer to Schedule A of Quitclaim Deed Unpatented Mining Claims dated on or about July 2025 for eRecording with Nye County.
2. Pearl String
  - a. 201 claims staked on open Bureau of Land Management ground in Mineral County, Nevada, U.S. with no underlying agreements and generated as part of Nevada Generative Alliance.
  - b. For a complete list of claim information, refer to Schedule A of Quitclaim Deed Unpatented Mining Claims dated on or about July 2025 for eRecording with Mineral County.
3. Firenze
  - a. 90 claims staked on open Bureau of Land Management ground in Churchill County, Nevada, U.S. with no underlying agreements and generated as part of Nevada Generative Alliance.
  - b. For a complete list of claim information, refer to Schedule A of Quitclaim Deed Unpatented Mining Claims dated on or about July 2025 for eRecording with Churchill County.
4. Sherman (wholly-owned by REX)
  - a. 98 claims staked on open Bureau of Land Management ground in Nye County, Nevada, U.S. with no underlying agreements and generated as part of Nevada Generative Alliance.
  - b. For a complete list of claim information, refer to Schedule A of Quitclaim Deed Unpatented Mining Claims dated on or about July 2025 for eRecording with Nye County.
5. Table Mountain (wholly-owned by REX)
  - a. 85 claims staked on open Bureau of Land Management ground in Lincoln County, Nevada, U.S. with no underlying agreements and generated as part of Nevada Generative Alliance.
  - b. For a complete list of claim information, refer to Schedule A of Quitclaim Deed Unpatented Mining Claims dated on or about July 2025 for eRecording with Lincoln County.

6. Lone Mountain (wholly-owned by REX)
  - a. 217 claims staked on open Bureau of Land Management ground in Esmeralda County, Nevada, U.S. with no underlying agreements and generated as part of South 32 Alliance.
  - b. For a complete list of claim information, refer to Schedule A of Quitclaim Deed Unpatented Mining Claims dated on or about July 2025 for eRecording with Esmeralda County.
7. Baby Doe
  - a. 249 claims staked on open Bureau of Land Management ground in Esmeralda County, Nevada, U.S. with no underlying agreements and generated as part of Nevada Generative Alliance.
  - b. For a complete list of claim information, refer to Schedule A of Quitclaim Deed Unpatented Mining Claims dated on or about July 2025 for eRecording with Esmeralda County.
8. Si2
  - a. 65 claims staked on open Bureau of Land Management ground in Esmeralda County, Nevada, U.S. with no underlying agreements and generated as part of Nevada Generative Alliance.
  - b. For a complete list of claim information, refer to Schedule A of Quitclaim Deed Unpatented Mining Claims dated on or about July 2025 for eRecording with Esmeralda County.
9. Ghost Ranch
  - a. 258 claims staked on open Bureau of Land Management ground in Elko County, Nevada, U.S. with no underlying agreements and generated as part of Nevada Generative Alliance.
  - b. For a complete list of claim information, refer to Schedule A of Quitclaim Deed Unpatented Mining Claims dated on or about July 2025 for eRecording with Elko County.
10. Maggie Creek
  - a. 103 claims staked on open Bureau of Land Management ground in Eureka County, Nevada, U.S. with no underlying agreements and generated as part of Nevada Generative Alliance.
  - b. For a complete list of claim information, refer to Schedule A of Quitclaim Deed Unpatented Mining Claims dated on or about July 2025 for eRecording with Eureka County.
11. Manhattan Gap
  - a. 103 claims staked on open Bureau of Land Management ground in Lincoln County, Nevada, U.S. with no underlying agreements and generated as part of Nevada Generative Alliance.
  - b. For a complete list of claim information, refer to Schedule A of Quitclaim Deed Unpatented Mining Claims dated on or about July 2025 for eRecording with Lincoln County.

12. E cru

- a. 112 claims staked on open Bureau of Land Management ground in Lander County, Nevada, U.S. with no underlying agreements and generated as part of Nevada Generative Alliance.
- b. For a complete list of claim information, refer to Schedule A of Quitclaim Deed Unpatented Mining Claims dated on or about July 2025 for eRecording with Lander County.

Optioned Properties

13. E cru

- a. Sublease between Newmont USA Limited and Kinetic Gold (US) Inc. dated July 30, 2018 of that certain Mining Lease between New Nevada Resources LLC, New Nevada Lands, LLC., Nevada Land and Resource Company, LLC., and Newmont USA Limited dated December 3, 2014, a memorandum of which was recorded in the official records of Lander County, Nevada on December 10, 2014, at Reception No. 272693.
- b. Sublease between Newmont USA Limited and Kinetic Gold (US) Inc. dated July 30, 2018 of that certain Mining Lease between New Nevada Resources LLC, New Nevada Lands, LLC., Nevada Land and Resource Company, LLC, and Newmont USA Limited dated January 1, 2017, a memorandum of which was recorded in the official records of Lander County, Nevada on January 11, 2017, at Reception No. 279678.
- c. Option Agreement between Moneghetti Minerals Ltd. and Renaissance Exploration, Inc., and Lamarck Resources Inc. dated March 2, 2021.
- d. For a complete list of claim information, refer to Schedule A of Mining Claim Deed (Nevada) dated on or about July 2025 for eRecording with Lander County.
- e. Net Smelter Returns Royalty Agreement between Lamarck Resources Inc. and Renaissance Exploration, Inc. dated March 2, 2021.
- f. Mining Sublease between Nevada Gold Mines LLC, and Renaissance Exploration Inc. dated June 14, 2021.

14. Ghost Ranch

- a. Exploration and Option to Enter Joint Venture Agreement between Renaissance Exploration, Inc. and Ivy Minerals Inc. dated August 23, 2021, as amended by First Amendment dated September 9, 2022.
- b. For a complete list of claim information, refer to Schedule A of Mining Claim Deed (Nevada) dated on or about July 2025 for eRecording with Elko County.

15. Maggie Creek

- a. Amended and Restated Exploration Earn-In Agreement between Renaissance Exploration, Inc. and Nevada Gold Mines LLC dated November 9, 2022, a memorandum of which was recorded in the official records of Eureka County, Nevada at Reception No. 2022-248900.
- b. Exploration Earn-In Agreement between Renaissance Exploration, Inc. and Orevada Metals Inc. dated February 15, 2019, as amended by First Amendment to Earn-In Agreement between Renaissance Exploration, Inc. and Orevada Metals Inc. dated December 17, 2019, a memorandum of which was recorded on May 1, 2020, in the official records of Eureka County, Nevada at Reception No. 2020-240433.

- c. Assignment and Assumption of Earn-In Agreement among Orevada Metals Inc., US Gold Corp., Nevada Gold Mines LLC, Renaissance Exploration, Inc. and Orogen Royalties Inc. dated November 9, 2022.
- d. Assignment of Royalty Interest from Golden Predator US Holding Corp. to Bronco Creek Exploration Inc., dated March 2, 2016.
- e. Royalty in Exchange for Quitclaim-Maggie Creek between Renaissances Exploration Inc., Timberline Resources Corporation, and Wolfpack Gold (Nevada) Corporation, dated August 20, 2015, a memorandum of which was recorded in the official records of Eureka County, Nevada on October 14, 2015, at Reception No. 0229985.
- f. Net Smelter Returns Royalty Agreement between Nevada Gold Mines LLC and U.S. Gold Corp.
- g. For a complete list of claim information, refer to Schedule A of Mining Claim Deed (Nevada) dated on or about July 2025 for eRecording with Eureka County.

#### 16. Manhattan Gap

- a. Letter from Stampede Metals Corp. transferring 4 shares between Renaissance Exploration, Inc. and Stampede Metals Corp. dated May 22, 2022.
- b. Option Agreement between Renaissance Exploration, Inc. and Stampede Metals Corp. dated April 20, 2021.
- c. For a complete list of claim information, refer to Schedule A of Mining Claim Deed (Nevada) dated on or about July 2025 for eRecording with Lincoln County.

#### 17. Mustang Canyon

- a. Option Agreement between Renaissance Exploration, Inc. and Nevada Select Royalty Inc. dated June 24, 2020, a memorandum of which was recorded in the official records of Esmeralda County, Nevada on October 8, 2020, at Reception No. 2020-221957.
- b. Option relates to unpatented mining claims located in Sections 25, 25, 30 and 355 T01N, R33E in Esmeralda County, Nevada. For a complete list of claim information, refer to Exhibit A to Memorandum of Renaissance Exploration, Inc. Option Agreement dated June 24, 2020 (Mustang Canyon Project) for complete list of claims.

#### 18. Spring Peak

- a. Exploration and Option to Purchase Agreement Spring Peak Project between Renaissance Exploration, Inc. and Headwater Gold Inc., together with its wholly-owned subsidiary CP Holdings Corporation dated July 12, 2021, a memorandum of which was recorded in the official records of Mineral County, Nevada on June 16, 2022, at Reception No. 182045.
- b. Royalty Deed between Kinetic Gold (US) Inc. and Ivy Minerals, Inc. dated August 14, 2017.
- c. Mining Lease and Option to Purchase Agreement among Gregory J. Kuzma, Heidi Kuzma and Kinetic Gold (US) Inc. dated January 20, 2012, as amended by the First Amendment dated September 5, 2013, and as amended by the Second Amendment dated April 12, 2016, a memorandum of which was recorded in the official records of Mineral County, Nevada on July 12, 2016, at Reception No. 163601.
- d. Grant, Bargain and Sale Deed between Nevada Eagle Resources LLC and Bridgeport Gold Inc. dated November 15, 2010, and recorded in the official records of Esmeralda County, Nevada on December 7, 2010, at Reception No. 0181079.

- e. For a complete list of claim information, refer to Schedule A of Assignment, Conveyance, and Assumption of Obligations between Renaissance Exploration, Inc. and Genex Exploration Inc. dated on or about July 2025 (Mineral County).

19. Tabor

- a. Option Agreement between Renaissance Exploration, Inc. and Au-Reka Gold Corporation dated August 24, 2020 (Baby Doe Property).

Royalties

1. Callaghan

- a. Net Smelter Returns Royalty Agreement between Black Mammoth Metals Corporation, Antelope Creek Gold Corporation and Renaissance Exploration, Inc. dated June 10, 2025 (Callaghan Property).
- b. Quitclaim deed between Renaissance Exploration, Inc. and Antelope Creek Gold Corporation dated September 25, 2024.
- c. Binding Letter of Intent among Orogen Royalties Inc., Renaissance Exploration, Inc., Black Mammoth Metals Corporation and Antelope Creek Gold Corporation dated August 30, 2024.

2. Celts

- a. Royalty Agreement between Renaissance Exploration, Inc. and Hot Springs Resources Corp. dated December 11, 2024.

3. Cuprite

- a. Mineral Deed (Esmeralda and Nye County) between Renaissance Exploration, Inc. and Stimitant LLC dated February 27, 2023, and recorded in the official records of Esmeralda County, Nevada on March 2, 2023, at Reception No. 2023-239211 and in the official records of Nye County, Nevada on February 28, 2023, at Reception No. 100345.
- b. Net Smelter Returns Royalty Agreement between Stimitant LLC and Renaissance Exploration, Inc. dated February 27, 2023, and recorded in the official records of Esmeralda County, Nevada on June 7, 2023, at Reception No. 2023-242459 and in the official records of Nye County, Nevada on June 6, 2023, at Reception No. 1008624.
- c. For a complete list of claim information, refer to Schedule A of Confirmatory Deed and Assignment, Conveyance, and Assumption of Obligations between Renaissance Exploration, Inc. and Genex Exploration Inc. dated on or about July 2025 (Esmeralda and Nye Counties).

4. Gilbert South

- a. Royalty Deed between Orogen Royalties Inc. and Hot Springs Resources Corp., dated February 23, 2024.
- b. Royalty Agreement between Orogen Royalties Inc. and Hot Springs Resources Corp. dated December 7, 2023 in connection with Purchase Agreement among Orogen Royalties Inc., Renaissance Exploration, Inc. and Eminent Gold Corp. dated August 31, 2023.
- c. Option Agreement between Renaissance Exploration, Inc. and Nevada Select Royalty Inc. dated November 17, 2017.
- d. Gilbert South and Maggie Creek: Royalty in Exchange for Quitclaim-Gilbert South between Renaissance Exploration, Inc., Timberline Resources Corporation, and

Wolfpack Gold (Nevada) Corporation dated August 19, 2015, Nevada on October 13, 2015, at Reception No. 2015-194833.

5. Jake Creek

- a. Royalty Agreement between Renaissance Exploration, Inc. and CP Holdings Corporation dated January 28, 2025.
- b. Deed of Unpatented Mining Claims Jake Creek Project between Renaissance Exploration, Inc. and CP Holdings Corporation dated January 28, 2025, and that related Royalty Agreement of even date thereof, both of which were recorded in the official records of Humboldt County, Nevada on April 17, 2025, at Reception No. 2025-01697.
- c. For a complete list of claim information, refer to Schedule A of Confirmatory Deed and Assignment, Conveyance, and Assumption of Obligations between Renaissance Exploration, Inc. and Genex Exploration Inc. dated on or about July 2025 (Humboldt County).
- d. Letter of Intent between Headwater Gold Inc., CP Holdings Corporation, Orogen Royalties Inc. and Renaissance Exploration, Inc. dated August 30, 2024.

6. Kalium Canyon

- a. Net Smelter Returns Royalty Agreement between Green Light Wisconsin LLC and Renaissance Exploration, Inc. dated September 14, 2022.
- b. Property Purchase Agreement between Badger Minerals LLC, Green Light Wisconsin LLC, Green Light Metals Inc. and Renaissance Exploration, Inc. dated September 14, 2022, and the related deeds recorded in the official records of Esmeralda County, Nevada on September 22, 2022, at Reception No. 2022-235954, on October 26, 2022, at Reception No. 2022-236499, and on July 5, 2023, at Reception No. 2023-243213.
- c. Net Smelter Returns Royalty Deed between Renaissance Exploration, Inc. and Bridgeport Gold Inc. and Orogen Royalties Inc. (as guarantor) dated June 23, 2021, and recorded in the official records of Esmeralda County, Nevada on October 5, 2022, at Reception No. 2022-235996.
- d. For a complete list of claim information under the Net Smelter Returns Royalty Deed between Renaissance Exploration, Inc. and Bridgeport Gold Inc. and Orogen Royalties Inc. (as guarantor) dated June 23, 2021, refer to Schedule A of the Net Smelter Returns Royalty Deed dated June 23, 2021, recorded on October 5, 2022, as Document No. 2022-23599 (Esmeralda County).
- e. Mining Deed Unpatented Claims (Esmeralda County) between Bridgeport Gold Inc. and Renaissance Exploration, Inc. dated June 23, 2021, and recorded in the official records of Esmeralda County, Nevada on October 5, 2022, at Reception No. 2022-236499.
- f. Purchase Agreement between Orogen Royalties Inc., Renaissance Exploration, Inc., and Bridgeport Gold Inc. dated June 14, 2021.

7. Raven

- a. Net Smelter Returns Royalty Agreement between Black Mammoth Metals Corporation, Antelope Creek Gold Corporation and Renaissance Exploration, Inc. dated June 10, 2025 (Raven Property).
- b. Quitclaim deed between Renaissance Exploration, Inc. and Antelope Creek Gold Corporation dated September 25, 2024.

- c. Royalty Deed between Kinetic Gold (US) Inc. and Ivy Minerals, Inc. dated August 14, 2017, and recorded in the official records of Lander County, Nevada on August 18, 2017, at Reception No. 0281206
  - d. Binding Letter of Intent among Orogen Royalties Inc., Renaissance Exploration, Inc., Black Mammoth Metals Corporation and Antelope Creek Gold Corporation dated August 30, 2024.
- 8. Si2
  - a. Purchase Agreement dated January 15, 2025 between K2 Gold Corporation and Renaissance Exploration, Inc.
  - b. For a complete list of claim information, refer to Schedule A of Quitclaim Deed Unpatented Mining Claims dated on or about July 2025 for eRecording with Esmeralda County.
- 9. South Roberts
  - a. Royalty Deed between Ivy Minerals Inc. and Renaissance Exploration, Inc. dated July 30, 2020.
  - b. Purchase Agreement between Renaissance Exploration, Inc. and Ivy Minerals, Inc. dated July 21, 2020, and recorded in the official records of Eureka County, Nevada on July 30, 2020, at Reception No. 2020-240864.
  - c. Royalty Deed between Renaissance Exploration, Inc. and Ivy Minerals, Inc. dated July 21, 2020.
  - d. For a complete list of claim information, refer to Schedule A of Confirmatory Deed and Assignment, Conveyance, and Assumption of Obligations between Renaissance Exploration, Inc. and Genex Exploration Inc. dated on or about July 2025 (Eureka County).
- 10. Spruce Mountain
  - a. Net Smelter Returns Royalty Agreement between Conquest Nevada LLC and Renaissance Exploration, Inc. dated January 21, 2022.
  - b. Data Purchase and Royalty Agreement between Conquest Nevada LLC and Renaissance Exploration, Inc. dated January 21, 2022.
  - c. Royalty in Exchange for Data between Renaissance Exploration, Inc. and Western Geoscience, Inc. dated August 12, 2015.

#### Alliance

##### 11. Nevada Generative Exploration

- a. Exploration Alliance Agreement between Altius Resources Inc. and Orogen Royalties Inc. as the "Operator" (via Renaissance Exploration, Inc.) dated July 27, 2022.

#### Miscellaneous:

- 12. Standard Office Lease Agreement between PB IV, LLC and Renaissance Exploration, Inc. dated March 23, 2022.
- 13. Master Sales & Services Agreement dated October 20, 2023 between Renaissance Exploration, Inc. and Canon Solutions America, Inc.

14. Memorandum of Exploration Agreement with Venture Option between Renaissance Exploration Inc. and Kinross Gold U.S.A., Inc. dated May 18, 2017, and recorded in the official records of Nye County, Nevada on May 18, 2017, at Reception No. 871380.
15. Royalty Deed among Renaissance Exploration Inc., Geocorp, and Parratt Geological Services, LLC dated April 28, 2017, and recorded in the official records of Nye County, Nevada on April 28, 2017, at Reception No. 870028.
16. Memorandum of Exploration Earn-In Agreement between Renaissance Exploration Inc. and OceanaGold U.S. Holdings, Inc. dated June 19, 2019, and recorded in the official records of Nye County, Nevada on June 26, 2019, at Reception No. 913312.

**but excluding** the Silicon Assets and all undeducted Tax attributes of REX.

**Schedule "C"**  
**OROGEN SPINCO ASSETS**

All of the assets of Orogen, including:

Shares

1. Beneficial ownership of 50 shares of the minimum fixed capital of Servicios Mineros Orotac S.A. de C.V. (such shares registered in the names of Paddy Nicol and Marc Tran and held in trust for Orogen).
2. 22,356,102 common shares in the capital of Evrim Exploration Canada Corp. (represented by share certificate no. 1C)
3. 2,045 common shares in the capital of 1174610 BC Ltd. (represented by share certificate no. 1C and UC2C)
4. Transferred Intercompany Balances
5. 4.95% Guaranteed Investment Certificate issued by Scotiabank in the principal amount of US\$3,000,000 (maturing August 25, 2025)
6. 3.5% Guaranteed Investment Certificate issued by Royal Bank of Canada in the principal amount of \$3,105,852.00 (maturing October 21, 2025)

Contracts

7. Axe Project
  - a. Property Purchase Agreement between Kodiak Copper Corp., Orogen Royalties Inc. and Evrim Exploration Canada Corp. dated April 16, 2021.
8. Astro Project
  - a. Option Agreement between Orogen Royalties Inc. and Rackla Metals Inc. dated September 1, 2022.
9. PAM Property
  - a. Option Agreement between Orogen Royalties Inc., Ken Galambos, Ralph Keefe and Shawn Turford dated February 25, 2025.
10. TCS Property
  - a. Option Agreement between Orogen Royalties Inc., Henry Awmack and Attunga Holdings Inc. dated May 23, 2023.
11. Gilbert South
  - a. Royalty Deed between Hot Springs Resources Corp. and Orogen Royalties Inc. dated February 23, 2024.
12. Esmeralda County Claims
  - a. Royalty Agreement between Orogen Royalties Inc. and Hot Springs Resources Corp. dated December 7, 2023. (27 unpatented claims)
13. Maggie Creek Project
  - a. Assignment and Assumption of Earn-In Agreement among Orevada Metals Inc., US Gold Corp Nevada Gold Mines LLC, Renaissance Exploration, Inc. and Orogen Royalties Inc. dated November 9, 2022.

14. Jake Creek Property

- a. Letter of Intent between Headwater Gold Inc., CP Holdings Corporation, Orogen Royalites Inc. and Renaissance Exploration, Inc. dated August 30, 2024.

15. Argentite Project

- a. Net Smelter Returns Royalty Deed between Renaissance Exploration Inc. and Bridgeport Gold Inc. and Orogen Royalties Inc. (as guarantor) dated June 23, 2021. (21 claims comprising the Argentite Project)
- b. Purchase Agreement between Orogen Royalties Inc., Renaissance Exploration Inc., and Bridgeport Gold Inc. dated June 14, 2021.

16. Callaghan Property and Raven Property

- a. Letter of Intent between Black Mammoth Metals Corporation, Antelope Creek Gold Corporation, Orogen Royalties Inc. and Renaissance Exploration Inc. dated August 30, 2024.

17. Shanta Royalty Assets and Sarape Property

- a. Royalty Purchase and Sale Agreement between Advance Lithium Corp., and Orogen Royalties Inc. dated June 8, 2022.
- b. Royalty Purchase and Sale Agreement between Gold Plata Mineral Investments Corp. and Orogen Royalties Inc. dated May 29, 2023 (with respect to A&R NSR Royalty Agreement among Gold Plata Mineral Investments Corp., Minera Cobre de Columbia S.A.S., and Minera Cobre de Columbia Limited dated January 13, 2022.)

18. Greenfields Exploration Project in Wyoming, USA (including the Slaughterhouse Gulch Project)

- a. Participation Agreement between Orogen Royalties Inc. and BHP Metals Exploration Pty Ltd. dated January 4, 2025.

19. Southern Nevada

- a. Exploration alliance agreement between Altius Resources Inc. and Orogen Royalties Inc. dated July 27, 2022 and as amended on March 2, 2023 and February 1, 2024 (area of interest in southern Nevada (as further described in Schedule A of the Exploration Alliance Agreement.))

20. Lemon Lake

- a. Exploration Alliance and Compensation Agreement between Evrim Resources Corp. and Running Dog Resources Ltd. dated November 30, 2018.

Miscellaneous

21. Lease of Office Space Agreement dated December 3, 2021 between MJD Holdings Inc. by its duly authorized agent, Triovest Realty Advisors (B.C.) Inc. and Orogen Royalties Inc. (Office Space Lease)

22. Premier Lease Agreement dated August 22, 2022 between Orogen Royalties Inc. and Konica Minolta. (Equipment Lease)

23. Any other assets of the Company other than the shares of REN and Tax assets of the Company.

**but excluding** the one issued and outstanding common share in the capital of SpinCo (represented by notice no. UC-1), the REN Shares, the Retained Intercompany Balance owing to Orogen and all undeducted Tax attributes of Orogen.

**Schedule “D”**  
**FORGIVEN INTERCOMPANY BALANCES**

[Redacted – Commercially Sensitive Information]

**Schedule “E”**  
**TRANSFERRED INTERCOMPANY BALANCES**

[Redacted – Commercially Sensitive Information]

**Schedule “F”  
RETAINED INTERCOMPANY BALANCES**

[Redacted – Commercially Sensitive Information]

**Schedule “G”  
ALLOCATION SCHEDULE**

[Redacted – Commercially Sensitive Information]