

APN – n/a unpatented mining claims
Recorded at the request of and
when recorded return to:
Kinetic Gold (US) Inc.
Attention: Robert Felder
4790 Caughlin Pkwy. #410
Reno, Nevada 89519



The undersigned affirms that this document
does not contain the personal information of any person.

Royalty Agreement

This Royalty Agreement is made by and among Kinetic Callinan Generative LLC, a Nevada limited liability company (the "LLC"), and Kinetic Gold (US) Inc., a Nevada corporation ("Kinetic") (the LLC and Kinetic collectively "Payor"), and Callinan Royalties Corporation, a Federal corporation formed under the laws of Canada ("Payee").

Recitals

A. Payee and Kinetic Gold Corp., a British Columbia corporation ("Kinetic Canada"), are members of the LLC.

B. Payee and Kinetic Canada have agreed to dissolve the LLC and to distribute certain of the LLC's Assets to Kinetic and to grant to Payee a mineral production royalty in the Property as defined in this Agreement.

Witnesseth that for good and valuable consideration (the receipt and sufficiency of which the parties acknowledge) the parties agree as follows:

1. Definitions and Interpretation

1.1 In this Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

1.1.1 "**Affiliate**" means a corporation which directly or indirectly controls, or is controlled by or is under common control with, a party to this Agreement. The term "control" means the rights to the exercise of, directly or indirectly, more than 50% of the voting rights attributable to the shares of the controlled company.

1.1.2 "**Business Day**" means a day on which chartered banks are open for business in the state of Nevada.

1.1.3 "**Commercial Production**" means any form of mining, milling, processing, concentrating, recovery or refining activity conducted with the intention of creating economic value or economic gain from deposits of Minerals contained within the Property, but excluding the taking of Minerals from the Property for the purpose of bulk sampling or determining the amenability of the Minerals to beneficiation processes or mining.

1.1.4 "**Deemed Receipts**" means the following:



1.1.4.1 Where Payor or its Affiliates produce or have produced any Refined Products through any smelting or refining arrangements or any other transactions that result in the return to, or credit to the account of, Payor or its Affiliates of:

- A. refined copper meeting the good delivery requirements of the London Metal Exchange ("**LME**") for Grade "A" Copper Cathode or High Grade Copper meeting the COMEX division of the New York Mercantile Exchange ("**COMEX**") requirements for delivery (each, "**Refined Copper**");
- B. fine gold bullion of .995 or better ("**Gold Bullion**");
- C. silver bullion of .9995 or better ("**Silver Bullion**"); and/or
- D. other Products produced from Intermediate Products through subsequent smelting and/or refining and the outturned metal from which meets the relevant specifications for Refined Products that have prices regularly quoted on the London Metals Exchange ("**Other Refined Products**") and in each case produced from Raw Products and/or Intermediate Products produced from the Property;

then notwithstanding anything in this Agreement to the contrary, the term "**Deemed Receipts**" for such Refined Products shall be deemed to mean the net number of pounds avoirdupois of Refined Copper and/or troy ounces of Gold Bullion and/or Silver Bullion, and/or net number of pounds avoirdupois or other relevant unit of measure for Other Refined Products, as the case may be, returned to, or credited to the account of, Payor or its Affiliates by the applicable smelter, refinery or other treatment facility in a calendar quarter, multiplied by:

- E. for Refined Copper, the average of the LME Settlement Price for Grade "A" Copper Cathode in the case of return of LME Grade "A" Copper Cathode or of the COMEX most nearby spot price in the case of return of COMEX High Grade Copper or the equivalent, in each case for the calendar quarter in which such Refined Copper is returned or credited to the account of Payor or its Affiliates by such smelter, refinery or other treatment facility;
- F. for Gold Bullion, the average London Bullion Market Association P.M. Gold Fixing for the calendar quarter in which such bullion is so returned or credited;
- G. for Silver Bullion, the average London Bullion Market Association Silver Fixing for the calendar quarter in which such bullion is so returned or credited; and
- H. for Other Refined Products, the average London Metals Exchange prices for such Other Refined Product for the calendar quarter in which such Other Refined Product is so returned or credited.



In the event of any insurance proceeds payable to Payor or its Affiliates for any loss or damage to the Intermediate Products prior to receipt at the relevant refinery, smelter or other treatment facility, such insurance proceeds shall be included as revenue in lieu of Deemed Receipts to the extent of such proceeds.

1.1.4.2 The average price for the calendar quarter shall be determined by dividing the sum of all daily prices posted during the relevant calendar quarter by the number of days that prices were posted. The posted price shall be obtained, in the case of LME Grade "A" copper cathode or COMEX Grade Copper, or Other Refined Products, from Platt's Metals Price Alert, Metals Week Monthly Averages for the applicable period or Metals Bulletin, but corrected to the official quotations of COMEX or the London Metal Exchange in the event of printing errors, and for other prices, The Wall Street Journal, Reuters, or other reliable source selected by Payor.

1.1.4.3 If the LME Settlement Price for Grade "A" Copper Cathode, or the COMEX most nearby spot price for High Grade Copper, the London Bullion Brokers P.M. Gold Fixing or the London Bullion Brokers Silver Fixing, or other relevant LME prices, as the case may be, ceases to be published, the Parties shall agree upon a similar alternative method for determining the average daily spot market price for Refined Copper, Gold Bullion or Silver Bullion, or Other Refined Products, as the case may be, or upon failure to so agree, the average of the daily LME settlement prices during such period, as reasonably determined by Payor, shall be used.

In the case where an Intermediate Product is distributed to an Affiliate of Payor and such Intermediate Product is converted by such Affiliate or a third Person on behalf of such Affiliate to a Refined Product meeting the standards for determining Deemed Receipts as set forth in this Section, then for purposes of calculating Deemed Receipts such Refined Product shall be deemed produced, and the Deemed Receipts received, by Payor in the calendar quarter in which the Refined Product is made available to the Affiliate by the smelter or refinery.

1.1.5 "**IFRS**" means the international financial reporting standards, including ancillary accounting standards, interpretations and frameworks, established from time to time by the International Accounting Standards Board or any replacement or successor organization.

1.1.6 "**Intermediate Products**" means concentrates (including, without limitation, iron ore concentrate, leachates, precipitates, and other concentrates), iron ore pellets, dorè and other intermediate products, if any, produced from Raw Products, but shall not include cathode or Other Refined Products.

1.1.7 "**Industrial Minerals**" means any naturally-occurring rock or mineral of economic value, excluding Products. Industrial minerals shall not include any material mined from the Property for use by Payor for roads, foundations, concrete or other construction or industrial uses on or relating to the Property or material that is processed that did not originate from the Property, and shall

not include any material that is not recovered for commercial sale from ores extracted from the Property; provided that any such material which is used by Payor in the iron ore pelletization process shall be included in industrial minerals.

- 1.1.8 **"Minerals"** means all rocks, minerals, ore, concentrate, precious and base metals, elements and other materials removed or recovered from the Property through mining, milling, processing, concentrating, smelting or refining activity including without limitation uranium and stone, aggregate, quarry materials and construction materials.
- 1.1.9 **"Permissible Deductions"** means the aggregate of the following costs and charges (to the extent not previously deducted or accrued in computing Receipts) that accrue or are paid in each quarterly period:
- (a) direct transportation and insurance costs incurred delivering the Minerals to the final smelting or refinement facility;
 - (b) if applicable under the smelter contract, all costs of transporting and insuring the Minerals from the smelter to the place of final delivery by the purchaser;
 - (c) all smelting, refining and final treatment costs, penalties and other deductions charged by the smelting or refinement facility; and
 - (d) all export and import taxes on the Minerals levied in the United States or by the country into which the Minerals are imported.
- 1.1.10 **"Physical Product Receipts"** means, if Raw Products or Intermediate Products are sold by Payor to a smelter, refinery, pelletization facility or other purchaser, the amounts paid to Payor from such sale.
- 1.1.11 **"Property"** means the unpatented mining claims described in Exhibit A attached to and by this reference incorporated in this Agreement and all unpatented mining claims located by Payor on the federal public land within the boundaries of the unpatented mining claims or within an area of interest comprising the areas encompassed by lines extending one (1) kilometer from the present boundaries of each of the unpatented mining claims. The Property shall also include any unpatented mining claim in the area of interest which Payor amends or relocates. The Property shall include any form of tenure to which the unpatented mining claims are converted in accordance with applicable law, including for the sake of certainty any mineral lease or mineral grant or patent from the United States. The Property shall not include lands, minerals, mineral rights or unpatented mining claims which Payor acquires from non-Affiliate third parties in arm's length transactions.
- 1.1.12 **"Products"** means Raw Products, Intermediate Products and Refined Products produced, sold, delivered and shipped from the Property. Products shall not include any material mined from the Property for use by Payor for roads, foundations, concrete or other construction or industrial uses on or relating to the Property or material that is processed that did not originate from the



Property, and shall not include any material that is not recovered for commercial sale from ores extracted from the Property.

- 1.1.13 **"Raw Products"** means ore including without limitation iron ore produced from the Property in the form of run of mine ore, direct shipment ore and other similar crude or raw ore produced from the Property without further processing other than crushing.
- 1.1.14 **"Refined Products"** means Gold Bullion, Silver Bullion, cathode and other Refined Copper, iron ore pellets, and Other Refined Products produced from Intermediate Products through refining and/or smelting or equivalent treatment operations.
- 1.1.15 **"Receipts"** means the sum of Physical Product Receipts and Deemed Receipts for the applicable calendar quarter, provided that there shall be no double counting of Physical Product Receipts and Deemed Receipts, such that to the extent that there are Deemed Receipts in respect of the sale of any specific Products there shall be no inclusion of Physical Product Receipts in respect of such sale.
- 1.1.16 **"Royalty"** has the meaning assigned to it in section 2.1. The Royalty shall be a nonadministrative, nonexecutive, and nonworking mineral production royalty.
- 1.1.17 **"Royalty Percentage"** means for and in respect of all Minerals produced from the Property, one percent (1%).

2. Royalty

- 2.1 Payor conveys, grants and transfers to Payee a net smelter returns royalty (the **"Royalty"**) equal to the Royalty Percentage multiplied by the Receipts less Permissible Deductions. The Royalty shall be effective so long as Payor or the successors and assigns of Payor maintain the unpatented mining claims or any relocations of such unpatented mining claims which comprise the Property in good standing.

3. Computation and Payment

- 3.1 **Royalty.** To compute the Royalty, Payor shall multiply the Receipts less the Permissible Deductions for the calendar quarter by the Royalty Percentage.
- 3.2 **Payments.** When Royalty payments are due and owing, Payor shall pay to Payee the amount due within 45 days after the end of the calendar quarter for which such computation is made, and shall deliver with such payment a copy of the calculations used in connection with such payment supported by appropriate documentation. Any overpayments or underpayments shall be corrected in the next calendar quarter following determination of such adjustment. All payments shall be made by bank cheque delivered to the address of Payee or via wire payment to the account of Payee.
- 3.3 **Exceptions.** All Royalty payments shall be considered final and in full satisfaction of all obligations of Payor with respect thereto, unless Payee gives Payor written notice describing and setting forth a specific objection to the calculation thereof within twelve months after receipt by Payee of the statement herein provided for. If Payee objects to a particular statement as herein provided, Payee shall, for a period of 30 days after



Payor's receipt of notice of such objection, have the right, upon reasonable notice and at a reasonable time, to commence to have Payor's accounts and records relating to the calculation of the Royalty in question audited by a chartered accountant acceptable to Payee and to Payor. If such audit determines that there has been a deficiency or an excess in the payment made to Payee such deficiency or excess shall be resolved by adjusting the next quarterly Royalty payment due hereunder. Payee shall pay all costs of such audit unless a deficiency of more than 10% of the amount due is determined to exist. Payor on its own account shall pay the costs of such audit if a deficiency of more than 10% of the amount due is determined to exist. All books and records used by Payor to calculate the Royalty shall be kept in accordance with IFRS. Failure on the part of Payee to make claim on Payor for adjustment in such twelve month period shall establish the correctness and preclude the filing of exceptions thereto or making of claims for adjustment thereon.

- 3.4 **Inspections.** Upon not less than five (5) Business Days notice to Payor, Payee, or its authorized agents or representatives, may, under the direction and control of Payor, enter upon all surface and sub-surface portions of the Property for the purpose of inspecting the Property, all improvements thereto and operations thereon, and all production records and data pertaining to all production activities and operations on or with respect to the Property, including without limitation, records and data that are electronically maintained.
- 3.5 **Annual Report.** Within 60 days following the end of each calendar year, Payor will provide Payee with an annual report of Minerals mined, Minerals milled or processed, recoveries, and grades, with respect to the Property during such calendar year. Such annual report shall include estimates of proposed expenditures upon, anticipated production from and estimated remaining Mineral reserves on the Property for the succeeding calendar year and any changes to, or replacements of, the mine plan or any "life of mine plan" with respect to the Property. Payor will provide Payee with a copy of any "life of mine plan", if produced, within 30 days of its approval by Payor and any changes to, or replacements of, any such "life of mine plan" or any mine plan within 30 days after such change or replacement thereof.
- 3.6 **Trading Activities.** All profits and losses resulting from Payor engaging in any commodity futures trading, option trading, metals trading, gold loans or any combination thereof, and any other hedging transactions with respect to mineral products (collectively, "**Hedging Transactions**") are specifically excluded from calculations of the Royalty, it being understood by the parties that Payor may engage in speculative hedging trading activities for its own account. All Hedging Transactions by Payor and all profits or losses associated therewith, if any, shall be solely for Payor's account, irrespective of whether or not mineral products are delivered in fulfillment of such obligations.
- 3.7 **Accounting Principles.** All computations under this Agreement shall be determined in accordance with IFRS as applied by Payor.
- 3.8 **Non Arms-Length Sales.** Where Minerals or Products are sold or disposed of by Payor other than by a sale to an independent third party purchaser of such Minerals or Products with whom it is dealing at arms-length (as such term is defined in the Income Tax Act (Canada)), or to a third party purchaser who has provided any form of financial assistance to Payor in bringing the Property into or in continuing or expanding



her sale in which the proceeds of sale are not at
e been realized from a fair market sale to a wholly
independent arms-length third party purchaser, the Receipts from the sale of such
Minerals or products shall be calculated as the Receipts which would have resulted from
a fair market sale to an independent arms-length third party purchaser of such Minerals
or Products considering the time of each such sale and the circumstances thereof.

3.9 Withholding. Payor may deduct and withhold from payments due to Payee hereunder
such amounts as may be required by State of Nevada or Federal legislation applicable
to the Royalty payments due to Payee hereunder at the commencement of such
payments or from time to time thereafter.

4. Commingling

4.1 Payor shall have the right to commingle ore, concentrates, minerals and other material
mined and removed from the Property from which Products are to be produced, with ore,
concentrates, minerals and other material mined and removed from other lands and
property; provided, however, that Payor shall calculate from representative samples the
average grade thereof and other measures as are appropriate, and shall weigh (or
calculate by volume) the material before commingling. In obtaining representative
samples, calculating the average grade of the ore and average recovery percentages,
Payor may use any procedures accepted in the mining and metallurgical industry which
it believes suitable for the type of mining and processing activity being conducted and, in
the absence of fraud, its choice of such procedures shall be final and binding on Payee.

5. Tailings and Waste

5.1 All tailings or waste material shall be the property of Payor and Payor shall have no
obligation to process or extract substances therefrom. If Payor elects to extract Minerals
of value therefrom and utilizes or sells the same, Payee shall receive payments in
respect of the Royalty during Commercial Production of such Minerals. If Payor
commingles the tailings or waste material produced from the Property with tailings and
waste material not produced from the Property, Payor shall record the tonnage amount
and source of such tailings and waste material prior to commingling and the Royalty
payments, if any, shall be based upon the recoverable pro rata portion of the minerals in
the tailings or waste material derived from the Property. The records of Payor shall be
deemed conclusive as to the tailings or waste material attributable to each source.

6. Conduct of Operations

6.1 All decisions concerning methods, the extent, times, procedures and techniques of any
exploration, development, mining, leaching, milling, processing, extraction treatment, if
any, and the materials to be introduced into the Property or produced therefrom, and
except as otherwise provided in this Agreement all decisions concerning the sale or
other disposition of Minerals (including, without limitation, decisions as to buyers, times
of sale, whether to store or stockpile Minerals for a reasonable length of time without
selling the same) shall be made by Payor, acting reasonably and in accordance with
good mining and engineering practice in the circumstances.

7. Compliance with Laws/Environmental Obligations



- 7.1 Payor will indemnify and save Payee and its parent and Affiliates harmless from any loss, cost or liability including, without limitation, reasonable legal fees arising from a claim against Payee in respect of any failure by Payor to at all times comply with all applicable present or future federal, provincial, territorial and local laws, statutes, rules, regulations, permits, ordinances, certificates, licenses and other regulatory requirements, policies and guidelines relating to Payor or the Property; provided, however, Payor shall have the right to contest any of the same if such contest does not jeopardize the Property or Payee's rights thereto or under this Agreement.
- 7.2 Payor will indemnify and save Payee and its parent and Affiliates harmless from any loss, cost or liability (including, without limitation, reasonable legal fees) arising from a claim against Payee in respect of:
- 7.2.1 any failure by Payor to timely and fully perform all abandonment, restoration, remediation and reclamation required by all governmental authorities pertaining or related to the operations or activities of by Payor on or with respect to the Property or required under this Agreement;
 - 7.2.2 Payor causing, suffering, or permitting any condition or activity at, on or in the vicinity of the Property which constitutes a nuisance; or
 - 7.2.3 any failure by Payor which results in a violation of or liability under any present or future applicable federal, territorial, provincial or local environmental laws, statutes, rules, regulations, permits, ordinances, certificates, licenses and other regulatory requirements, policies or guidelines.

8. Insurance

- 8.1 Payor, or any assignee or successor-in-interest of Payer, shall purchase or otherwise arrange at its own expense and shall keep in force at all times insurance (including, without limitation, comprehensive general public liability insurance) against claims for bodily injury or death or property damage arising out of or resulting from activities or operations on or with respect to the Property and, on the commencement of production of Minerals from the Property, in respect of loss, theft or destruction of Minerals, in such amounts as will adequately protect Payor, Payee, the Royalty, and the Property from any and all claims, liabilities and damages which may arise with respect to the Property and as will adequately protect Payor and Payee from loss, theft and destruction of Minerals whether on or off the Property and prior to final sale. Payee shall be named as a loss payee on all property, liability and other insurance policies held by Payor and relating to the Property, the Minerals or the Royalty. Payor's obligations under this Section shall be assumed by any assignee or successor-in-interest of Payor, and on Payor's assignment or transfer of its ownership of the Property, Payor shall not be obligated under this Section.

9. Maintenance of Property

- 9.1 Payor shall do all things and make all payments necessary or appropriate to maintain the right, title and interest of Payor and Payee in the Property and the Minerals and to maintain the Property in good standing. Payor shall be entitled, from time to time, to abandon or surrender or allow to lapse or expire any part or parts of any unpatented mining claims comprising the Property if Payor determines, acting reasonably, that such

part or parts are not economically viable or otherwise have insufficient value to warrant continued maintenance. If Payor intends to abandon or surrender any of the unpatented mining claims included in the Property (the "Abandonment Property"), Payor shall first give notice of such intention to Payee at least thirty (30) days in advance of the proposed date of abandonment or surrender. At any time before the date of Payor's proposed abandonment or surrender of the Property Payee may deliver notice to Payor that Payee desires Payor to convey the Abandonment Property to Payee. In such case, Payor shall convey the Abandonment Property to Payee free and clear of any claims, encumbrances or liens created by, through or under Payor. If Payee does not timely request reconveyance of the Abandonment Property, Payee's right to do so shall be irrevocably terminated. On Payor's abandonment or reconveyance to Payee of the Abandonment Property, Payor's obligation to pay the Royalty and other obligations in respect of the Abandonment Property, except accrued obligations, shall terminate in respect of the Abandonment Property.

- 9.2 Subject to Section 9.1, Payor shall not abandon or surrender, or allow to lapse or be forfeited, any unpatented mining claims (the "forfeited claims") included in the Property for the purpose of permitting any third party to relocate such forfeited claims and avoid the Royalty. If Payor or any person with whom Payor does not deal at arm's length or a joint venturer of Payor relocates any forfeited claims, the newly relocated claims within the boundaries of the forfeited claims will be part of and included in the Property. If Payee does not request a reconveyance of the Abandonment Property pursuant to Section 9.1, this Section shall not apply to Robert P. Felder or Gregory T. Hill in their individual capacities or as consultants for any person other than Payor or an affiliate of Payor. If Payee requests a reconveyance of the Abandonment Property and subsequently abandons the Abandonment Property, after Payee's abandonment, this Section shall not apply to Robert P. Felder or Gregory T. Hill in their individual capacities or as consultants for any person other than Payor or an affiliate of Payor.

10. **Nature of Royalty**

- 10.1 To the extent permitted under applicable law, the Royalty creates a direct real property interest in the Property and constitutes a covenant running with the Property. Payee shall pay the cost of the recording of this Agreement.

11. **Term**

- 11.1 This Agreement shall continue in effect in respect to any unpatented mining claims (or relocations of any unpatented mining claims) subject to this Agreement. It is the express intention of the parties that Payee's interest under this Agreement shall vest within a period of time that complies with the Rule Against Perpetuities (Uniform Act), NRS 111.103 et seq, as it may be amended from time-to-time. If a court of competent jurisdiction finds that this Agreement is invalid in any respect under the Rule Against Perpetuities, the court may reform this Agreement in a manner that implements the parties' intentions such that the Royalty is an effective and valid interest.

12. **Change In Ownership**

- 12.1 **By Payor.** Payor will not sell, assign or transfer the Property or any right, title or interest that it now has or may hereafter have therein, in whole or in part, to any person, firm or corporation, or agree to do so or grant any person, firm or corporation an option or right to acquire the Property or any right, title or interest that it now has or may hereafter have therein, in whole or in part, unless the intended transferee first provides an acknowledgement in writing to Payee, in form and content to the reasonable satisfaction of Payee, that, effective on the transfer from Payor, it assumes this Agreement and the obligations of Payor hereunder as if a named party in the first instance.
- 12.2 **By Payee.** No change or division in the ownership of the Royalty, however accomplished, shall enlarge the obligations or diminish the rights of Payor. Payee covenants that any change in ownership of the Royalty shall be accomplished in such a manner that Payor shall be required to make payments and give notice to no more than one person, and upon breach of this covenant, Payor may retain all payments otherwise due in escrow until the breach has been cured.

13. **General Provisions**

- 13.1 **Recording of Interest.** Payee shall have the right from time to time to record this and any other documents relating to or contemplated by the foregoing and any other title document against title to the Property, and Payor shall cooperate with all such recordings and provide its written consent or signature to any documents and do such other things from time to time as are necessary or desirable to effect all such recordings or otherwise to protect the interests of Payee hereunder.
- 13.2 **Time.** Time is of the essence of this Agreement and each of the terms and conditions of this Agreement.
- 13.3 **Notices.** Any notices to be given to one party by the other may be sent by telecopy or email or personally delivered addressed as follows:

To Callinan Royalties Corporation:
Attention: Chad Wells
Fax:
Email: CWells@altiusminerals.com

To Kinetic Gold (US) Inc.:
Attention: Robert P. Felder
Fax:
Email: bfelder@kineticgold.com

or at such other address as any party hereto may from time to time designate by written notice to the other parties hereto and any such notice shall be deemed to have been given and received by the party to which it is addressed on delivery if delivered and on the day following transmission if telecopied.

- 13.4 **No Implied Covenants.** There are no implied covenants or duties on the part of Payor to Payee, whether relating to the exploration, development or mining of the Property, the marketing or sale of Products or otherwise. Without limiting the generality of the foregoing, Payor is not under any obligation to explore, develop or produce Products from the Property or to continue production once commenced and Payor has the



unfettered right to suspend, curtail or terminate any such operation or activity as it in its sole discretion may determine.

- 13.5 **No Fiduciary Duties.** Nothing herein shall be construed to create, expressly or by implication, a fiduciary relationship or a partnership between Payor and Payee.
- 13.6 **Severability.** If any one or more of the provisions of this Agreement are held to be illegal, invalid or unenforceable for any reason, then such illegality, invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision or provisions had never been contained herein.
- 13.7 **Governing Law.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Nevada.
- 13.8 **Binding Effect.** All covenants, conditions and terms of this Agreement shall be of benefit to and run as a covenant with the Property and shall bind and enure to the benefit of the parties hereto and their respective successors and assigns.
- 13.9 **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.
- 13.10 **Further Assurances.** Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.
- 13.11 **Counterparts.** This Agreement may be executed in counterparts and delivered by facsimile or in the form of a photocopy, and each such facsimile or photocopy signature shall be deemed to be an original and all such counterparts taken together shall be deemed to be one and the same original document and notwithstanding their actual date of execution shall be deemed to be dated as of the date first above written.

14. Arbitration

- 14.1 All disputes, controversies, questions or claims arising out of, or in connection with, this Agreement, including the interpretation, performance, breach, termination or invalidity of it, shall be referred to and finally settled by three arbitrators appointed as follows:
- 14.1.1 either party may refer any such matter to arbitration by written notice to the other party, naming its appointee as arbitrator;
- 14.1.2 the other party shall, within 14 days of receipt of the notice, name its appointee as arbitrator; and
- 14.1.3 the two arbitrators so named shall, within 14 days of the naming of the latter of them, select and appoint a third arbitrator.
- 14.2 Except as specifically provided in this section, arbitration hereunder shall be conducted in accordance with the provisions of the Nevada Revised Statutes, which provisions



shall be binding upon the parties hereto with respect to the submission made under this agreement.

14.3 The seat of the arbitration shall be Reno, Nevada, and the language of the arbitration shall be English.


In witness whereof this Agreement has been executed effective November 12, 2015.

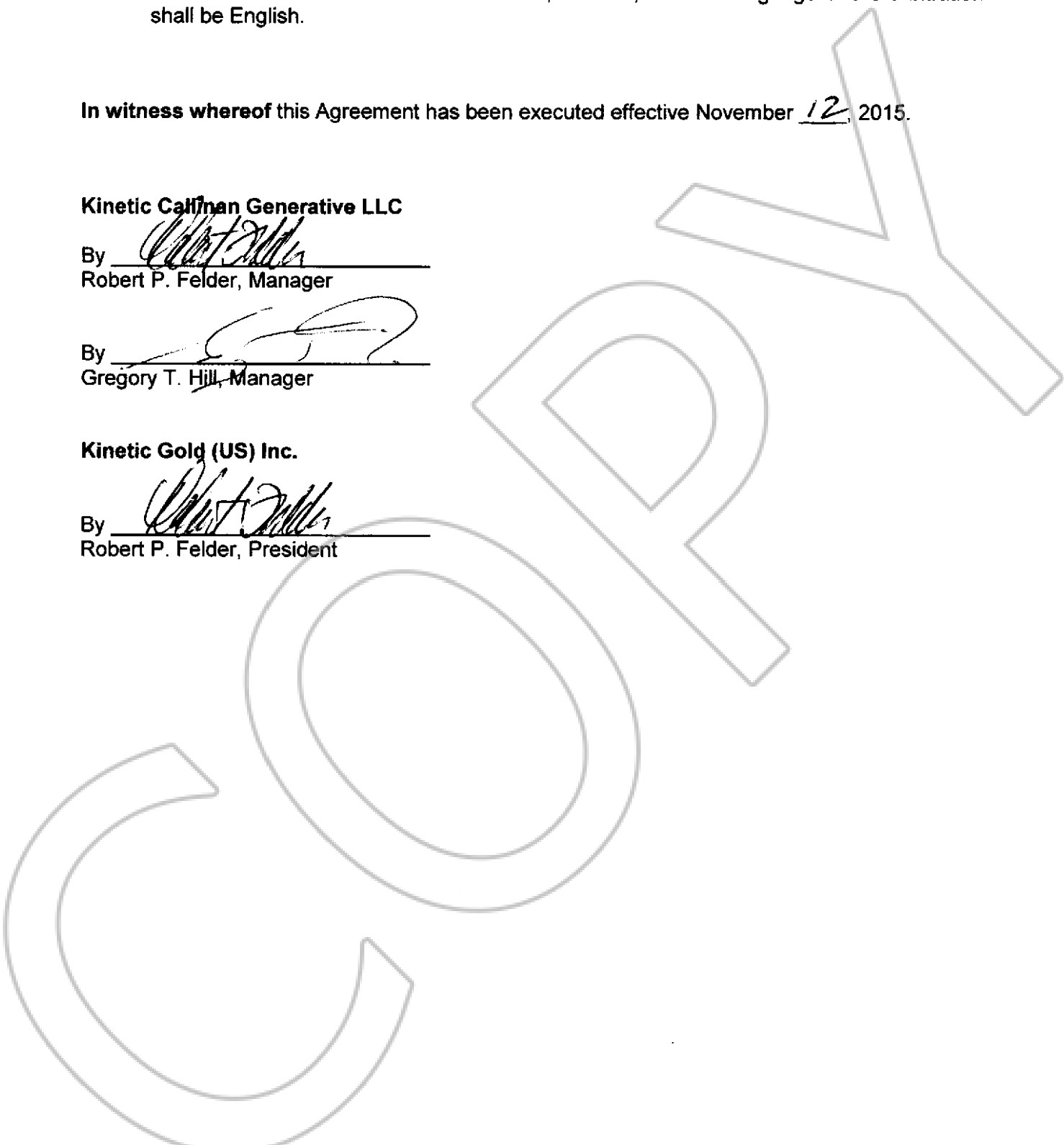
Kinetic Callinan Generative LLC

By 
Robert P. Felder, Manager

By 
Gregory T. Hill, Manager

Kinetic Gold (US) Inc.

By 
Robert P. Felder, President





STATE OF NEVADA,)
)ss.
COUNTY OF WASHOE.)

This Royalty Agreement was acknowledged before me on November 12, 2015, by Robert P. Felder, as Manager on behalf of Kinetic Callinan Generative LLC and as President of Kinetic Gold (US) Inc.

Jennifer S. Morse

Notary Public

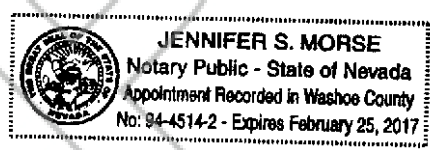


STATE OF NEVADA,)
)ss.
COUNTY OF WASHOE.)

This Royalty Agreement was acknowledged before me on November 12, 2015, by Gregory T. Hill, as Manager on behalf of Kinetic Callinan Generative LLC.

Jennifer S. Morse

Notary Public





**Exhibit A to Royalty Agreement
Property Subject to the Royalty
Unpatented Mining Claims**

Ely Springs Project, Lincoln County, Nevada

Springs 1 to Springs 16
Springs 17 to Springs 34
Springs 35 to Springs 38
Springs 39 to Springs 40

BLM NMC Nos. 1109860 to 1110875
BLM NMC Nos. 1110803 to 1110820
BLM NMC Nos. 1109876 to 1109879
BLM NMC Nos. 1110821 to 1110822

Jupiter Project, Nye County, Nevada

KC 1 to KC 40
KC 57 to KC 112
KC 113 to KC 136

BLM NMC Nos. 1111950 to 1111989
BLM NMC Nos. 1111990 to 1112045
BLM NMC Nos. 1112725 to 1112748