

## OPTION AGREEMENT

**THIS OPTION AGREEMENT** is dated as of the 9th day of April 2025 (the “**Execution Date**”)

**AMONG:**

**ATOMIC MINERALS CORP.**, a company incorporated under the laws of the British Columbia having an address for business at 1100 Melville St #830, Vancouver, BC V6E 4A6 (email: REDACTED)

("Atomic")

**OF THE FIRST PART**

**AND:**

**LIVE ENERGY MINERALS CORP.**, a company incorporated under the laws of British Columbia having an address for business at Suite 1890 – 1075 West Georgia Street, Vancouver BC V6E 3C9 (email: REDACTED)

(the “Live”)

**ADRIAN SMITH** an individual with a delivery address at 1890 – 1075 West Georgia Street, Vancouver, BC V6E 3C9 (email: REDACTED)

(“Smith”)

**OF THE SECOND PART**

**WHEREAS** Smith holds in trust for Live a 100% undivided interest in 2 mineral claims located in Saskatchewan, as more particularly described in Schedule “A” attached hereto (the "**Property**"), free and clear of any and all Encumbrances (as hereinafter defined);

**AND WHEREAS** Live seeks to grant to Atomic the sole, immediate, exclusive and irrevocable option (the "**Option**") to acquire a 100% undivided interest in the Property and Atomic is interested in accepting the Option, all on and subject to the terms and conditions herein contained;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants, conditions and premises herein contained, the sum of TWO DOLLARS now paid by each of the Parties (as hereinafter defined) to the others and for other good and valuable consideration (the receipt and sufficiency whereof being hereby acknowledged), the Parties do hereby covenant and agree as follows:

### **1. DEFINITIONS**

#### **1.1 Definitions.**

In this Agreement:

“**this Agreement**”, “**herein**”, “**hereby**”, “**hereof**”, “**hereunder**” and similar expressions shall mean or refer to this Agreement and any and all agreements or instruments supplemental or ancillary hereto and the expression “**Section**” followed by a number means and refers to the specified section of this Agreement.

“**Affiliate**” shall mean any person, partnership, joint venture, corporation or other form of enterprise which directly or indirectly Controls, is controlled by or is under common Control with a Party.

“**Agents**” shall mean servants, employees, agents, workmen, consultants and contractors.

“**Arbitrator**” shall have the meaning set forth in Section 15.2(a).

“**Claimant**” shall have the meaning set forth in Section 15.2(a).

“**Consideration Shares**” shall mean the common shares in the capital of Atomic, to be issued by Atomic to Live on the terms more particularly set out in Section 5.1.

“**Control**” shall mean possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise.

“**Effective Date**” shall mean the date which is five (5) Business days after Atomic has received the approval of the TSX Venture Exchange (the “**TSXV Approval**”) for the issuance of the common shares referred to in Sections 5.1 as contemplated herein or such date thereafter as agreed.

“**Encumbrances**” shall mean any and all mortgages, pledges, security interests, liens, charges, encumbrances, prohibitions, options, promises and other contractual obligations and claims of others, recorded and unrecorded, registered and unregistered.

“**Event of Force Majeure**” shall have the meaning set forth in Section 10.1.

“**Expenditures**” shall mean all expenses, obligations and liabilities of whatever kind or nature spent or incurred directly or indirectly by Atomic with respect to the exploration and/or development of the Property, including without limitation, moneys expended in maintaining the Property in good standing, including without limitation, to the extent applicable, legal fees, mining license, acquisition payments and taxes, expenditures incurred in connection with the preparation of a NI 43-101 compliant technical report as well as all other studies with respect to the Property, expenses paid for or incurred in connection with any program of surface or underground prospecting, exploring, geological, geophysical and geochemical surveying, diamond drilling and drifting, raising and other underground work, assaying and metallurgical testing, environmental studies, submissions to government agencies with respect to production permits, moneys expended in acquiring or constructing facilities and in developing the Property and all field costs incurred by employees and consultants with respect to the Property.

“**Government or Regulatory Authority**” shall mean any federal, provincial, regional, municipal or other government, governmental department, regulatory authority, commission, board, bureau, agency or instrumentality that has lawful authority to regulate or administer or govern a business or the Property or the affairs of any person, and for the purposes of this Agreement also includes

any corporation or other entity owned or controlled by any of the foregoing and any stock exchange on which shares of a party are listed for trading.

**“Laws”** shall mean collectively, all federal, provincial, territorial, municipal or local statutes, regulations and by-laws applicable to the Parties or the Property or to any activities thereon, including without limitation, all orders, notices, rules, decrees, decisions, codes, guidelines, policies, directions, permits, approvals, license and similar authorizations issued, rendered or imposed by any level of government including any ministry, department or administrative or Government or Regulatory Authority or agency.

**“Losses”** shall mean actual losses, liabilities, damages, injuries, costs or expenses.

**“Mining Operations”** shall mean every kind of work done on or in respect of the Property or the products derived therefrom and includes, without limitation, work of assessment, geophysical, geochemical and geological surveys, studies and mapping, assaying and metallurgical testing, investigating, drilling, designing, examining, equipping, improving, surveying, shaft-sinking, raising, crosscutting and drifting, searching for, digging, trucking, sampling, working and procuring minerals, ores and concentrates, bringing any mineral claims to license status, reclamation and in doing all work usually considered to be prospecting, exploration, development and mining work; in paying wages and salaries of persons engaged in such work and in supplying food, lodging, transportation and other reasonable needs of such persons; in paying insurance premiums and assessments or premiums for workers' compensation insurance, contributions for unemployment insurance or other pay allowances or benefits customarily paid to such persons; in paying rentals, licence renewal fees, taxes and other governmental charges required to keep the Property in good standing; in purchasing or renting plant, buildings, machinery, tools, appliances, equipment or supplies and in installing, erecting, detaching and removing the same or any of them; and in the management of any work which may be done on the Property for the due carrying out of such prospecting, exploration, development and mining work.

**“NI 43-101”** means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.

**“Notice of Arbitration”** shall have the meaning set forth in Section 15.2(a).

**“Operator”** shall have the meaning set forth in Section 8.1.

**“Option”** shall have the meaning set forth in the preambles to this Agreement.

**“Option Effective Date”** shall mean the date on which TSXV approval is granted.

**“Option Period”** shall mean the period during which the Option with respect to the Property is in full force and effect as provided herein.

**“Parties”** shall mean together Atomic and Live, as the context requires.

**“Party”** shall mean Atomic, on the one hand, and Live, on the other hand.

**“Person”** shall mean any individual, partnership, company, corporation, unincorporated association, person, government or governmental agency, authority or entity howsoever designated or constituted.

**“Property”** shall mean the mineral licenses and mining lease set out in Schedule “A” to this Agreement.

**“Public Disclosure Documents”** means all of the documents which have been filed by or on behalf of Atomic prior to the Execution Date with the relevant securities regulators pursuant to the requirements of securities laws, including all documents filed on [www.sedarplus.ca](http://www.sedarplus.ca).

**“Reporting Jurisdictions”** means British Columbia and Alberta.

**“Respondent”** shall have the meaning set forth in Section 15.2(a).

**“Royalty”** means the 3% net smelter royalty referred to in Schedule “B”.

**“Royalty Holder”** means 1407917 BC Ltd.

**“Termination Notice”** shall have the meaning set forth in Section 9.2.

**“Transfer”** when used as a verb, shall mean to sell, grant, assign, encumber, pledge or otherwise commit or dispose of, directly or indirectly, including through mergers, consolidations or asset purchases. When used as noun, **“Transfer”** shall mean a sale, grant, assignment, pledge or disposal or the commitment to do any of the foregoing, directly or indirectly, including through mergers, consolidations or asset purchases.

**“Transfer of Title”** shall have the meaning set forth in Section 11.3.

**“TSXV”** shall mean the TSX Venture Exchange.

**“TSXV Approval”** has the meaning set forth in the definition of Effective Date.

## **2. SCHEDULES, GENDER AND CANADIAN DOLLARS**

### **2.1 Schedules.**

The following Schedules are attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule “A” - Description of Property

Schedule “B” – Pre-Existing Royalty Agreement

Schedule “C” – Assignment and Assumption Agreement

## **2.2 Gender and Extended Meanings.**

In this Agreement all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun. In this Agreement words importing the singular number include the plural and vice versa.

## **2.3 Canadian Dollars.**

All dollar amounts or "\$" referred to in this Agreement are in Canadian funds.

## **2.4 Business Days.**

All references in this Agreement to business days are to days excluding Saturdays, Sundays and banking holidays in Vancouver, British Columbia.

## **2.5 Period of Time.**

When calculating the period of time within which or following which any act is to be done or step is to be taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is a non-business day, the period in question shall end on the next business day.

## **2.6 Section Headings.**

The section and other headings contained in this Agreement or in the Schedules are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

# **3. REPRESENTATIONS AND WARRANTIES**

## **3.1 Mutual Representations and Warranties of the Parties.**

Live represents and warrants to Atomic with respect to itself and Atomic represents and warrants to Live with respect to itself as follows and acknowledges that such other Party is relying on such representations and warranties in entering into this Agreement and that such representations and warranties shall be true and correct as of the Effective Date with the same force and effect as if made on and as of such date:

### **(a) Due Incorporation and Legal Status.**

- (i) For the corporate Parties: It is a corporate body duly incorporated and organized and validly subsisting under the laws of its organizational jurisdiction.
- (ii) For the individual Parties: They are individuals with the legal capacity to enter into this agreement under the laws of their respective jurisdictions.

- (b) **Power and Authority.** It has full power and authority to carry on its business and to enter into this Agreement.
- (c) **No Breach or Conflict of any Agreement.** Subject to receipt of the TSXV Approval, neither the execution and delivery of this Agreement nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by any agreement to which such Party is a party or any applicable law, rule or regulation.
- (d) **No Breach of Laws.** The execution and delivery of this Agreement do not violate or result in a breach of the laws of any jurisdiction applicable to the Party or pertaining thereto or of such Party's organizational documents.
- (e) **Corporate Authorizations.** All corporate authorizations have been obtained for the execution and delivery of this Agreement and for the performance of such Party's obligations hereunder.
- (f) **Valid and Binding Agreement.** This Agreement constitutes a legal, valid and binding obligation of the Party enforceable against such Party in accordance with its terms subject to the usual qualifications with respect to bankruptcy and availability of equitable remedies being within the discretion of a court.
- (g) **No Bankruptcy Proceedings.** No proceedings are pending for and such Party is not aware of any basis for the institution of any proceedings leading to the dissolution or winding up of such Party or the placing of such Party into bankruptcy or subjecting such Party to any other laws governing the affairs of insolvent persons.
- (h) **No Suits or Actions.** There are not any suits, actions, prosecutions, investigations or proceedings, actual, pending or to the best of such Party's knowledge, threatened against or affecting such Party or that relates to or could have an adverse effect on the Property.

### 3.2 Representations and Warranties of Live.

Live represents and warrants to Atomic as follows and acknowledges that Atomic is relying on such representations and warranties in entering into this Agreement and that such representations and warranties shall be true and correct as of the Effective Date with the same force and effect as if made on and as of such date:

- (a) **Interest.** The description of the Property set forth herein is true and correct. Smith holds the Property in trust for Live whom is the legal and beneficial owner of a 100% undivided interest in the Property, free and clear of any and all Encumbrances. Each component of the Property is duly recorded in the name of Smith and is in good standing pursuant to all applicable Laws. Smith is in exclusive possession of the Property in trust for Live.

- (b) **Property in Good Standing.** The Property is in good standing and no event, condition or occurrence exists that, after notice or lapse of time or both, would constitute a default thereunder.
- (c) **Properly Staked.** The Property (i) has been properly acquired, following legal procedures established by local Laws; (ii) all of the tariffs and mining fees have been properly and timely paid with respect thereto and there is no pending action against the Property in connection therewith; and (iii) the Property has been properly located and recorded in accordance with local Laws.
- (d) **Adverse Claims.** Other than this Agreement and the Royalty there are no outstanding agreements, promises to sell or transfer or options to acquire or purchase the Property or any portion thereof, no Person has any royalty or other interest whatsoever in production therefrom, and Live has no current knowledge of any actual, alleged, potential or future proceeding, adverse claim or challenge (including without limitation, any aboriginal, native or indigenous claim) against or to the ownership of or title to the Property or any portion thereof or the mineral rights therein nor, to the best knowledge of Live, is there any basis therefor.
- (e) **Surface Lands and Water Rights.** Subject to the Royalty, Live (i) does not have any interest or right of any kind and is not negotiating, acquiring and has not applied to nor has it the right to acquire any such interest or right over the surface lands located within the Property; and (ii) does not have any title, interest or right of any kind and is not negotiating, acquiring and has not applied to and does not have the right to acquire any such interest or right over the water sources either superficial or underground located in the property that is the subject matter of the Property. To the knowledge of Live, there is no impediment to the access by Atomic to all required surface rights to the Property in connection with the Mining Operations to be conducted by Atomic pursuant to this Agreement.
- (f) **No Notice.** Live has not received notice and has no knowledge of any proposal to terminate or vary the terms of or rights attaching to the Property from any court, government or other regulatory authority or of any challenge to the right, title or interest of Live in the Property.
- (g) **Environmental and Other Matters.** There are no orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Property or the conduct of the business related thereto, nor have any activities on the Property by Live or any prior holder of the Property been in violation of any environmental law, regulations or regulatory prohibition or order, and conditions on and relating to the Property are in material compliance with such laws, regulations, prohibitions and orders.

- (h) **No Protected Area.** No portion of the Property lies within any protected area, rescued area, reserve, reservation or special needs lands as designated by any governmental authority having jurisdiction that would impair the development of a mining project on such land. There has been no material spill, discharge, leak, emission, ejection, escape, dumping or any release or threatened release of any kind of any toxic or hazardous substance or waste (as defined by applicable Law) from, on, in or under the Property or into the environment, except releases permitted or otherwise authorized by such law. No toxic or hazardous substance or waste has been disposed of or is located on the Property. No toxic or hazardous substance or waste has been treated on or is now stored on the Property.
- (i) **Taxes, Charges and Assessments.** All taxes, tariffs, licences and charges with respect to the Property have been paid in full as of the date hereof. All requisite minimum assessment work, if any, has been performed and reported on the Property up to and including the date hereof. Sufficient mining fees have been paid in respect of the Property to enable the same to be in good standing as of the due date of each mineral license or mining lease.
- (j) **Compliance with Laws.** Live has complied with all Laws with respect to the Property. Live has not received notice of any breach, violation or default with respect to the Property. Conditions on and relating to the Property are in compliance with all applicable Laws.
- (k) **Mining Practices.** The prospecting work, processes, undertaking and other operations carried on or conducted by Live or any Agent of Live in respect of the Property have been carried on or conducted in a sound and workmanlike manner and in compliance with sound geological and geophysical exploration and mining, engineering and metallurgical practices. All such work, processes, undertaking and other operations are in compliance with all applicable national, state and local laws, by-laws, ordinances, permits, rules, regulations and orders or decisions rendered by any governmental or quasi-governmental ministry, department or administrative or regulatory agency.
- (l) **No Condemnation.** Live has not received notice of the existence of condemnation, expropriation or similar proceedings affecting the Property.
- (m) **No Liabilities.** During the Option Period, Live shall take all actions and do all things necessary or desirable to ensure that (i) no liabilities are incurred on the Property other than with the express written consent of Atomic; and (ii) the Property remains free and clear of all Encumbrances whatsoever.
- (n) **No Preferential Rights.** No Person has any agreement, option or right under preferential, pre-emptive or first purchase rights or otherwise to acquire any interest in the Property that might be triggered by virtue of this Agreement or the transactions contemplated hereby.
- (o) **All Material Information.** Live has made available to Atomic all material information in its possession or under its control relating to the Property and



throughout the Option Period, Live shall continue to make available to Atomic all material information in its possession or control relating to the Property.

### 3.3 Representations and Warranties of Atomic.

Atomic represents and warrants to Live as follows and acknowledges that Live is relying on such representations and warranties in entering into this Agreement and that such representations and warranties shall be true and correct as of the Effective Date with the same force and effect as if made on and as of such date:

- (a) **Consideration Shares duly issued.** Upon issuance the Consideration Shares shall form part of a class of shares that is listed and posted for trading on the TSXV.
- (b) **Regulatory Matters.** Atomic is a “reporting issuer” under the securities laws of each of the Reporting Jurisdictions and is not noted as being in default on the list of reporting issuers maintained under the securities laws of each of the Reporting Jurisdictions. Atomic is in material compliance with its disclosure obligations under the securities laws and there is no material change relating to Atomic which has occurred and with respect to which the requisite material change report has not been filed with the securities regulators. All filings and fees required to be made and paid by Atomic pursuant to the securities laws and general corporate law have been made and paid. Atomic has not taken any action to cease to be a reporting issuer in any jurisdiction in which it is a reporting issuer, and has not received any notification from a securities regulator seeking to revoke the reporting issuer status of Atomic.
  - i. As of their respective filing dates, each of the Public Disclosure Documents complied in all material respects with the requirements of applicable securities laws and none of the Public Disclosure Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading. Atomic has not filed any confidential material change report or other confidential report with any securities regulators or other governmental entity which at the date hereof remains confidential.
- (c) **Material Change.** Except as disclosed in the Public Disclosure Documents, since January 29, 2025, no change has occurred in any of the assets, business, financial condition or results of operations of Atomic which, individually or in the aggregate, has had, will have or could reasonably be expected to have a material adverse effect on the business, affairs, operations, assets, liabilities (contingent or otherwise), or prospects of Atomic.

### 3.4 Representations and Warranties as Conditions.

- (a) **Condition.** Each of the Parties acknowledges and agrees that the other Party is entering into this Agreement relying upon the representations and warranties made by it herein and the correctness of each such representation and warranty is a condition upon which, each such other Party is relying upon in entering into this

Agreement, each of which conditions may be waived in whole or in part solely by such other Party and all such representations and warranties shall survive the execution, delivery and termination of this Agreement and the completion of the transactions contemplated hereby notwithstanding any independent investigations a Party may make.

- (b) **Indemnification.** Live and Atomic agree to indemnify and hold harmless the other Party from all Losses actually incurred by such other Party in connection with a breach of any representation or warranty made by it and contained herein, provided that such representations and warranties shall only have a survival period that terminates two (2) years following: (i) the exercise of the Option with respect to the Property; or (ii) the termination of the Option.

#### **4. GRANT OF OPTION**

##### **4.1 Grant.**

In consideration of the covenants and agreements herein contained of Atomic, Live does hereby give and grant to Atomic, the sole, immediate, exclusive and irrevocable option to acquire, subject to the Royalty, a 100% undivided interest in the Property, free and clear of any and all Encumbrances, by satisfying within the time limits therefor, those obligations set forth in Article 5.

#### **5. OPTION PAYMENTS**

##### **5.1 Payments.**

To maintain the Option with respect to the Property in full force, Atomic shall issue to Live 5,500,000 common shares and pay to Live \$50,000 in cash (by wire transfer) (the “Cash Consideration”) according to the following schedule:

- (a) upon the Option Effective Date, issue to Live 5,500,000 common shares, such shares being subject to a statutory four (4) months and one (1) day regulatory hold period under applicable securities laws;
- (b) within three years from the Effective Date, pay to Live the Cash Consideration; and
- (c) Atomic may elect at its sole discretion to deliver all of the Cash Consideration to be paid in accordance with Sections 5.1 (b) before such delivery is required and upon such early delivery or incurrence, Atomic will be deemed to have acquired 100% of the interest in and to the Property.

#### **6. EXERCISE OF OPTION AND PRE-EXISTING ROYALTY**

##### **6.1 Option Exercise and Pre-Existing Royalty**

Upon the fulfillment of all conditions, payments, and allocations as set forth in Sections 5.1, Atomic shall be considered to have duly exercised the Option with respect to the Property as of such date (the “Option Exercise Date”). Consequently, Atomic shall have earned a 100% undivided interest in the

Property, free and clear of any and all Encumbrances, except for a 3% Royalty held by the Royalty Holder.

## **6.2 Royalty Buy-Back**

Atomic shall have the right, exercisable at any time, whether or not the Option has been exercised, to purchase 100% of the Royalty (as described in Schedule "B") from the Royalty Holder. The purchase shall be effected by the issuance of 5,500,000 common shares in the capital of Atomic (the "Royalty Buy-Back Consideration"), such shares being subject to a statutory four (4) months and one (1) day hold period under applicable securities laws. The issuance of such shares shall be subject to TSXV approval.

The Parties further agree to execute and deliver the Assignment and Assumption Agreement in the form attached hereto as Schedule "C" concurrently with the execution of this Agreement, and the obligations therein shall become effective only upon exercise of the Option, at which point Atomic shall be deemed to have assumed all obligations under the Royalty.

If the common shares of Atomic, as presently constituted, are changed into or exchanged for different numbers or kinds of shares or other securities, whether by reason of conversion, consolidation, amalgamation, merger, recapitalization, reclassification, split, reverse split, or otherwise, then the Royalty Buy-Back Consideration shall be adjusted accordingly.

For greater certainty, from and after the Option Exercise Date, Live shall have no further responsibility for any obligations, liabilities, or claims related to the Royalty, and all such obligations shall rest exclusively with Atomic. Atomic may also, at its discretion and in accordance with Schedule C, elect to assume the obligations under the Royalty prior to exercising the Option.

## **6.3 Exclusivity of Buy-Back Rights.**

These buy-back rights are exclusive and pertain only to the mineral licenses to the Property as identified in Schedule "A".

## **7. TRANSFER OF DATA**

### **7.1 Data.**

Live does hereby agree to forthwith share with core, photocopies of all maps, reports, results of surveys and drilling and any other reports of information Live may have prepared or may have caused to be prepared or may have in its possession or under its control with respect to the Property.

### **7.2 Transfer by Live.**

During the Option Period, Smith in trust for Live shall not transfer all or part of its interest in the Property and/or this Agreement, other than with the consent of Atomic or as provided herein.

## **8. OPERATOR OF THE PROPERTY**

### **8.1 Appointment of Operator.**

Atomic shall act as operator of the Property (the "**Operator**") during the Option Period and shall be responsible in its sole discretion for carrying out and administering exploration, development and mining work on the Property. The Operator shall have the sole, exclusive and immediate right to enter upon, explore and develop the Property and to have quiet and exclusive possession of the Property with sole power and authority to the Operator and its Agents to sample, extract, diamond drill, prospect, explore, and develop the Property in such manner as the Operator in its sole discretion may determine, including without limitation, the right to erect, bring and install thereon all buildings, machinery, equipment and supplies as the Operator shall deem necessary and proper and to remove therefrom reasonable quantities of ores, minerals or metals for assay and testing purposes.

### **8.2 Maintenance of Property.**

During the Option Period, the Operator shall do, record and/or pay annually or in advance, assessment work for the Property and shall pay such taxes, license, fees and rents as may be required to keep the Property in good standing.

### **8.3 Option Regarding Commercial Production.**

The Operator shall be under no obligation whatsoever to place the Property into commercial production and if the Property is placed into commercial production, the Operator shall have the right at any time to curtail or suspend such commercial production as the Operator in its absolute discretion deems advisable.

### **8.4 Insurance.**

During the Option Period, the Operator shall provide, maintain and pay insurance on industry standard terms as would a prudent miner. The Operator shall provide Live with such evidence of insurance that Live may reasonably request. The Operator shall list Live as an additional insured or named insured (as directed by Live) on any related insurance policies.

### **8.5 Environmental Matters.**

The Operator shall:

- (a) receive, handle, use, store, treat, ship and dispose of any and all environmental contaminants (as established from time to time by applicable legislation or regulation or by-law) in strict compliance with all applicable environmental, health or safety laws, regulations, orders or approvals and will remove prior to the lapse or termination of the Option, from and off the Property all environmental contaminants;

- (b) not release into the environment, or deposit, discharge, place, or dispose of, at, on or near the Property any hazardous or toxic materials, substances, pollutants, contaminants or wastes as a result of the Mining Operations conducted by it; and
- (c) not use the Property, nor permit any other person to use any part of the Property as a landfill, waste disposal site, or similar.

#### **8.6 No Further Obligations.**

Except as otherwise provided in this Agreement and subject to the obligations of Atomic on termination of this Agreement with respect to the Property, nothing herein contained nor any act done nor payment made hereunder shall obligate Atomic to do any further or other act or acts or to make any payment or payments and in no event shall this Agreement or any act done or payment made be construed as an obligation of Atomic to do or perform anything on or with respect to the Property.

#### **8.7 Access to Property.**

During the Option Period, upon written request, Atomic shall provide Live with access to the Property at convenient times and days for Live to observe the conduct of operations or to view drill cores and samples. Such access shall be at the sole cost, expense and risk of Live and must not obstruct or interfere with the operations or activities conducted by Atomic.

#### **8.8 Standard of Care.**

Mining Operations carried on or conducted by or on behalf of Atomic in respect of the Property shall be carried on or conducted in a sound and workmanlike manner and in compliance with sound geological and geophysical exploration and mining engineering and metallurgical practices. All such Mining Operations shall be in compliance with all federal and provincial Laws.

#### **8.9 Indemnification.**

Atomic hereby covenants and agrees to indemnify and hold harmless the Optionor from and against any and all Losses actually incurred by Live in connection with any breach of Laws, accidents, labour law violations or any other claims or actions arising out of the Mining Operations carried on or conducted by or on behalf of Atomic in respect of the Property during the Option Period. This indemnity shall survive the termination of this Agreement. For clarity, the indemnity herein provided shall not extend to the rectification by Atomic of the issues contained in the Environmental Disclosures, it being understood and agreed that upon termination of the Option (without exercise), Atomic shall only be responsible for any environmental disturbances that may have been caused to the Property as a result of its Mining Operations over and above the base line set forth in the Environmental Disclosures. In the event of termination of the Option (without exercise), Atomic and Live shall work together, in good faith, to ascertain the best manner in which the responsibilities for reclamation shall be shared by Atomic and Live. Any dispute between Atomic and Live with respect to this Section 8.9 may be referred to arbitration by either Party.

## **8.10 Tenure of Property.**

During the Option Period, Atomic shall have the right to return to Live any claim or license forming a part of the Property (to the extent that a claim or license can be separated from the Property) if this same is permitted in accordance with applicable law and if Atomic shall exercise such right, Atomic shall also deliver to Live at the same time any exploration information with respect to any such returned property. From and after the date of such return, the applicable claim forming a part of the Property shall cease to form a part of the Property for the purposes of this Agreement.

## **9. TERMINATION OF OPTION**

### **9.1 Termination of Option by Atomic.**

Atomic shall have the right to terminate the Option with respect to the Property at any time and thereafter, Atomic shall have no further or other rights and obligations under this Agreement with respect to the Property, save and except as provided in Sections 8.6, 9.3, 9.4 and 9.5.

### **9.2 Termination of Option by Live.**

Live shall have the right to terminate the Option with respect to the Property as a result of a breach of Section 5.1, on prior written notice to Atomic (the "**Termination Notice**"), if within thirty (30) days after receipt of the Termination Notice, Atomic shall fail to comply with the provisions of Section 5.1.

### **9.3 Taxes.**

Upon termination of the Option with respect to the Property, Atomic shall ensure that all taxes, rates, duties, fees and payments in respect of the Property have been paid in respect of the Property commencing as at the Effective Date up to and including the date of termination of the Option with respect to the Property. Live shall have no obligation to reimburse or otherwise compensate Atomic in respect of taxes or fees paid by Atomic covering any period following the termination of the Option with respect to the Property.

### **9.4 Delivery of Data.**

Upon termination of the Option with respect to the Property, Atomic shall deliver to Live all maps, reports, results of surveys and drilling and all other reports of information, as well as copies of any assay plans, diamond drill records, information, maps and other pertinent exploration reports produced by Atomic and/or its Agents regarding the Property.

### **9.5 Removal of Buildings.**

Upon termination of the Option with respect to the Property, all buildings, plant, equipment, machinery, tools, appliances and supplies which may have been brought upon the Property by or on behalf of Atomic shall be removed by Atomic at any time not later than twelve (12) months after termination unless arrangements on terms satisfactory to Live are made between Atomic and Live and if not so removed, such buildings, plant, equipment, machinery, tools, appliances and supplies shall become the property of Live.

## **10. FORCE MAJEURE - GENERAL**

### **10.1 Force Majeure.**

Time shall be of the essence of this Agreement, provided however that notwithstanding anything else to the contrary contained herein, if a Party should at any time or times during the currency of this Agreement be delayed in or prevented from complying with this Agreement by reason of any of the following events (an "**Event of Force Majeure**"): wars, acts of God, strike, lockouts or other industrial disputes, inability to access its place of business or operations, acts of the public enemy, riots, fire, storm, flood, explosion, government restriction, failure to obtain any approvals required from regulatory authorities including environmental protection agencies and indigenous people (but excluding receipts for prospectuses or other appraisals concerning financials), unavailability of equipment or qualified personnel, delays of transportation, breakdown of machinery, interference of persons primarily concerned about environmental issues or aboriginal rights pressure groups or other causes whether of the kind enumerated above or otherwise which are not reasonably within the control of the applicable Party (excluding for greater certainty and without limitation, unavailability of funds), the period of all such delays resulting from such causes or any of them, shall be excluded in computing the time within which anything required or permitted by the applicable Party to be done, is to be done hereunder, it being understood that the time within which anything is to be done hereunder shall be extended by the total period of all such delays. Nothing contained in this Article shall require the applicable Party to settle any industrial dispute or to test the constitutionality of any enacted Law.

## **11. TRANSFERS**

### **11.1 Transfer - Affiliates.**

During the Option Period, Atomic shall be entitled to Transfer all (but not less than all) of its interest in the Property and this Agreement to an Affiliate upon fifteen (15) days' prior written notice to Live. If such Affiliate ceases to be an Affiliate of Atomic during the Option Period, such interest must be forthwith re-Transferred. In any event, Atomic shall remain bound by this Agreement as the guarantor of the obligations of any such Affiliate.

### **11.2 Transfer - Live.**

During the Option Period, Smith in trust for Live may not Transfer any part of its interest in the Property and/or this Agreement without the prior written approval of Atomic.

### **11.3 Title to Property.**

Upon execution of this Agreement, Smith in trust for Live shall transfer legal title of the Property to Atomic (the "Transfer of Title") by initiating the transfer of legal title to licenses MC00018729 and MC00018597. Atomic shall immediately accept the transfer and provide confirmation to Live that the Property is recorded in Atomic's name. This provision mandates that Atomic shall hold the Property subject to the terms of this Agreement. Smith in trust for Live shall retain beneficial ownership of a 100% interest in the Property until such time as Atomic exercises the Option in accordance with this Agreement. Should Atomic fail to exercise the Option, Atomic shall transfer legal title of the Property back to Smith in trust for Live within sixty (60) days following such

failure. Atomic shall make all reasonable efforts to ensure that the Property when returned to Smith in trust for Live will be in good standing for twelve (12) months with respect to expenditures, fees and assessments filed.

## **12. RELATIONSHIP AND OTHER OPPORTUNITIES - GENERAL**

### **12.1 Relationship of Parties.**

The rights, privileges, duties, obligations and liabilities, as between the Parties shall be separate and not joint or collective and nothing herein contained shall be construed as creating a partnership, an association, agency or subject as herein specifically provided, a trust of any kind or as imposing upon either of the Parties any partnership duty, obligation or liability. Neither Party is liable for the acts, covenants and agreements of the other Party, except as herein specifically provided.

### **12.2 Other Opportunities.**

Each of the Parties shall have the free and unrestricted right independently to engage in and receive the full benefits of any and all business endeavours of any sort whatsoever whether or not competitive with the endeavours contemplated herein without consulting the other Party or inviting or allowing the other Party to participate therein. Neither Party shall be under any fiduciary or other duty to the other Party which shall prevent it from engaging in or enjoying the benefits of competing endeavours within the general scope of endeavours contemplated by this Agreement and the legal doctrine of "corporate opportunity" shall not apply in the case of a Party.

## **13. CONFIDENTIALITY**

### **13.1 Confidentiality.**

No disclosure or announcement, public or otherwise, in respect of this Agreement or the transaction herein contained or results obtained as a result of Mining Operations shall be made by Live without the prior written consent of Atomic as to timing and content, provided that the obligations herein will not prevent Live from making, after consultation with the other Atomic, if practical, such disclosure as its counsel may advise is required by applicable law or the rules and policies of any securities regulatory authority or stock exchange having jurisdiction or potential jurisdiction.

## **14. NOTICE - GENERAL**

### **14.1 Notices.**

- (a) All notices, requests, demands or other communications which by the terms hereof are permitted to be given by a Party to the other Party shall be given in writing by personal delivery or fax or email, addressed to such other Party or delivered to such other Party as follows:



(i) **If to Atomic at:**

Atomic Minerals Corp.  
1100 Melville St #830,  
Vancouver, BC V6E 4A6

Attention: Clive Massey  
Email: [REDACTED]  
Telephone: [REDACTED]

(ii) **If to Live and Smith at:**

Live Energy Minerals Corp.  
1890 – 1075 West Georgia Street  
Vancouver, BC V6E 3C9

Attention: Adrian Smith, Chief Executive Officer  
Email: [REDACTED]  
Telephone: [REDACTED]

- (b) Any notice, direction or other instrument aforesaid will, if delivered, be deemed to have been given and received on the day it was emailed or delivered; and if mailed, be deemed to have been given and received on the fifth day following the day of mailing, except in the event of disruption of the postal services, in which event notice will be deemed to be given and received only when actually received
- (c) Any party may at any time give to the other, notice in writing of any change of address or email of the party giving such notice, and from and after the giving of such notice, the address or email therein specified will be deemed to be the address or email of such party for the purposes of giving notice hereunder.

## **15. MISCELLANEOUS - GENERAL**

### **15.1 Acts in Good Faith.**

Each Party shall at all times during the currency of this Agreement and after the termination of the Option, act in good faith with respect to the other Party and shall do or cause to be done all things within their respective powers which may be necessary or desirable to give full effect to the provisions hereof.

### **15.2 Arbitration.**

- (a) If there is a dispute between the Parties with respect to this Agreement, or the interpretation of this Agreement, the Parties shall, firstly, be obligated to use best efforts to reconcile and settle each and every dispute. In the event that a settlement or agreement cannot be reached between the Parties, the aggrieved Party (the "**Claimant**") shall, pursuant to Section 14.1 herein, deliver a notice of arbitration (the "**Notice of Arbitration**") to the other Party (the "**Respondent**") detailing the nature of the dispute, the facts and the relevant evidence. Within seven (7) days of the Respondent receiving the Notice of Arbitration, each of the Claimant and the

Respondent shall appoint a nominee. The two (2) nominees so appointed shall, within twenty-one (21) days of the date of the Notice of Arbitration, in turn select a single arbitrator (the "**Arbitrator**") to settle all matters arising from the dispute which shall be done in accordance with the Rules of the British Columbia International Commercial Arbitration Centre ("**Rules**"), which Rules are deemed to be incorporated by reference into this Section. If either the Claimant or the Respondent or their selected nominees, fail to appoint the Arbitrator within the prescribed periods, the Party in default of the time provisions shall automatically accept the arbitrator selected by the Party not in default, as being the Arbitrator to settle all matters arising from the dispute.

- (b) The Claimant shall deposit with the Arbitrator a full and complete formal statement of claim, which shall not be subject to amendment at any time during the arbitration process unless otherwise permitted by the Arbitrator, within thirty (30) days of the date that the Arbitrator was selected. Neither the Claimant nor the Respondent shall announce publicly the alleged claims or dispute until such time as a formal statement of claim has been deposited with the Arbitrator.
- (c) Each of the Claimant and the Respondent shall jointly instruct the Arbitrator to create an arbitration protocol in a timely manner dealing with the timing and procedures (including security for costs) of all matters that are subject to the dispute, taking into consideration: (i) the fact that any of the Claimant, the Respondent, or their respective Affiliates may be reporting issuers, as that term is described in applicable securities legislation, and; (ii) the seasonality of the mining operations and what correlative effects the process may have on logistics.
- (d) The award made by the Arbitrator shall be final and binding upon the Parties and shall in all respects be kept and observed. The Arbitrator shall have the authority to award and direct that the Parties, or any of them, execute and deliver such releases, conveyances, deeds, assurances and other documents as the Arbitrator thinks fit, and these releases, conveyances, deeds, assurances and other documents shall be executed and delivered accordingly.
- (e) All costs of the arbitral proceedings shall be in the discretion of the Arbitrator who may direct to and by whom, and in what manner, (including allocation between the Parties) the costs or any part of them shall be paid, it being the intention of the Parties that the first principle in the exercise of the Arbitrator's discretion shall be that the costs of the arbitral proceedings shall follow the event of the award. The costs of the arbitral proceedings and the award shall include, but not be limited to, the sum of (i) the Arbitrator's fees and applicable taxes, and (ii) all actual, reasonable legal fees and disbursements of the Arbitrator and the parties to the dispute.
- (f) The Arbitrator may proceed ex parte in case any Party or any of their witnesses, shall at any time neglect or refuse to attend the arbitration proceedings after seven (7) days' notice in writing under the hand of the Arbitrator given to each party or to the parties' solicitor, unless the Party, prior to the time fixed to attend, presents to the Arbitrator what the latter considers sufficient cause for failure to attend.

- (g) The Arbitrator and any nominee under subsection 15.2(a) must be a resident of British Columbia and a practising notary, lawyer, advocate, accountant or professor, in the Province of British Columbia, or a retired justice of the Province of British Columbia. An Arbitrator selected outside of the jurisdiction of British Columbia may only be effective if agreed to in writing by the Claimant and the Respondent.

### **15.3 Severability.**

Any provision of this Agreement which is invalid or unenforceable shall not affect any other provision and shall be deemed to be severable herefrom.

### **15.4 Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

### **15.5 Further Assurances.**

The Parties shall sign such further and other documents and do such further acts or things as may be necessary or desirable in order to give full force and effect to this Agreement and every part hereof.

### **15.6 Amendment.**

This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties.

### **15.7 Entire Agreement.**

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof. The execution of this Agreement has not been induced by nor do the Parties rely upon or regard as material, any covenants, representations or warranties whatsoever not incorporated herein and made a part hereof.

### **15.8 Enurement.**

This Agreement shall enure to the benefit of and be binding upon the Parties and each of their successors and permitted assigns, but no other Person.

### **15.9 Counterparts.**

This Agreement may be executed in several counterparts by original, telefacsimile or electronic signature, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same document.

**15.10 Currency.**

All references to “\$” or dollars shall be to the lawful currency of Canada, unless expressly indicated otherwise.

*[ REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ]*

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

**ATOMIC MINERALS CORP.**

Per:

/s/ "Clive Massey"

\_\_\_\_\_  
Name: Clive Massey

Title: Chief Executive Office

I have authority to bind the Corporation

**LIVE ENERGY MINERALS CORP.**

/s/ "Adrian Smith"

Per:

\_\_\_\_\_  
Name: Adrian Smith

Title: Chief Executive Officer

I have authority to bind the Corporation

**SIGNED, SEALED AND DELIVERED** by  
**Adrian Smith** in the presence of:

/s/ "Leah Dionne"

\_\_\_\_\_  
LEAH DIONNE

/s/ "Adrian Smith"

\_\_\_\_\_  
ADRIAN SMITH

**SCHEDULE "A"**  
**MINERAL CLAIMS**

**Active Mineral Dispositions**

Disposition Number: MC00018729

Owners: Adrian Smith: 100.000%

Effective Date: 2/14/2024 3:44:28 PM

Good Standing Date: 5/15/2026 3:44:28 PM

Work Waiting Approval: No

Disposition Status: Active

Area m2: 29593820.331299

**Active Mineral Dispositions**

Disposition Number: MC00018597

Owners: Adrian Smith: 100.000%

Effective Date: 2/5/2024 2:38:53 PM

Good Standing Date: 5/6/2026 2:38:53 PM

Work Waiting Approval: No

Disposition Status: Active

Area m2: 23956656.828125

**SCHEDULE "B"**  
**PRE-EXISTING ROYALTY**  
3% NSR Royalty with 1407917 BC Ltd.  
**Form of Pre-Existing Royalty**

---

NET SMELTER ROYALTY

1. For the purposes of this Agreement the following words and phrases shall have the following meanings, namely:
  - (a) "Net Smelter Royalty" shall mean the gross proceeds received by the Royalty Holder in any year from the sale of Product from the mining operation on the Subject Claims, less successively:
    - (i) the cost of transportation of such Product to a smelter or other place of treatment, and
    - (ii) smelter or treatment charges;
  - (b) "Ore" shall mean any material containing a mineral or minerals of commercial economic value mined from the Subject Claims; and
  - (c) "Product" shall mean Ore mined or derived from the Subject Claims and any concentrates or other materials or products derived therefrom, but if any such Ore, concentrates or other materials or products are further treated as part of the mining operation in respect of the Subject Claims, such Ore, concentrates or other materials or products shall not be considered to be "Product" until after they have been so treated.
2. For the purposes of calculating the amount of Royalty payable to Live hereunder, if, after the Commencement of Commercial Production, the Royalty Holder sells any Product to one of its subsidiaries or affiliates, and if the sale price of such Product is not negotiated on an arm's-length basis, the Royalty Holder shall for the purposes of calculating Net Smelter Returns only and notwithstanding the actual amount of such sale price, add to the proceeds from the sale of such Product an amount which would be sufficient to make such sale price represent a reasonable net sale price for such Product as if negotiated at arm's length and after taking into account all pertinent circumstances including, without limitation, then current market conditions relating to Ore, concentrates or products similar to such Product.
3. The Royalty Holder shall by notice inform Live of the quantum of such reasonable net sale price and, if Live does not object thereto, within 60 days after receipt of such notice, said quantum shall be final and binding for the purposes of this Agreement.
4. The Royalty Holder may remove reasonable quantities of Ore and rock from the Subject Claims for the purpose of bulk sampling and of testing, and there shall be no Royalty payable to Live with respect thereto unless revenues are derived therefrom.
5. The Royalty Holder shall have the right to commingle with ores from the Subject Claims, ore produced from other properties, provided that prior to such commingling, the Royalty Holder shall adopt and

employ reasonable practices and procedures for weighing, determination of moisture content, sampling and assaying, as well as utilize reasonable accurate recovery factors in order to determine the amounts of products derived from, or attributable to Ore mined and produced from the Subject Claims. The Royalty Holder shall maintain accurate records of the results of such sampling, weighing and analysis as pertaining to ore mined and produced from the Subject Claims.



## Schedule C

### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“**Agreement**”) is made and entered into as of April 9, 2025, by and between **LIVE ENERGY MINERALS CORP.**, a corporation incorporated under the laws of the Province of British Columbia (“**Assignor**” or “**Live**”), **ATOMIC MINERALS CORP.**, a corporation incorporated under the laws of the Province of British Columbia (the “**Assignee**” or “**Atomic**”), and **1407917 BC LTD.**, a company existing under the laws of British Columbia (the “**Royalty Holder**”). (Each a “**Party**” and collectively, the “**Parties**”).

#### WHEREAS:

- A. Live holds legal and beneficial title to the Property and has granted a 3% net smelter returns royalty (the “**Royalty**”) to the Royalty Holder, as more particularly described in Schedule “B” to the Option Agreement;
- B. Pursuant to the Option Agreement dated April 9, 2025 between Live and Atomic (the “**Option Agreement**”), Atomic has been granted an option to acquire a 100% undivided interest in the Property;
- C. The Option Agreement further provides that Atomic shall have the right, exercisable at any time, to purchase the Royalty from the Royalty Holder by issuing 5,500,000 common shares in the capital of Atomic;
- D. Atomic shall only assume any obligations or liabilities under the Royalty if and when it exercises the Option and acquires the Property, or if it elects to assume such obligations earlier in accordance with the terms of this Agreement;
- E. The Parties wish to record the terms under which the Royalty may be purchased by Atomic and, if applicable, the assumption of obligations related to the Royalty.

**IN CONSIDERATION** of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Atomic may exercise the Royalty Buy-Back Right at any time in accordance with Section 6.2 of the Option Agreement. For greater certainty, Atomic shall assume obligations under the Royalty only upon exercising the Option pursuant to Section 6.1 of the Option Agreement or as otherwise permitted under this Agreement.
- 2. Live makes no assignment of the Royalty, having granted it to the Royalty Holder pursuant to Schedule B, and retains no rights or obligations thereunder as of the date hereof.
- 3. Atomic agrees that upon assumption of the Royalty obligations in accordance with this Agreement, it shall perform all obligations associated with the Royalty from the effective date of such assumption, including the right to exercise the buy-back right as described in Section 6.2 of the Option Agreement.
- 4. Upon Atomic’s assumption of the Royalty obligations, the Royalty Holder agrees that Live shall have no further responsibility or liability with respect to the Royalty.

5. Notwithstanding any other provision of this Agreement, Atomic may, at its sole discretion and at any time prior to exercising the Option, elect to assume the obligations under the Royalty, provided that both Live and the Royalty Holder have consented in writing to such early assumption.
6. Upon such election and delivery of written notice by Atomic to the other Parties, Atomic shall be deemed to have assumed all obligations under the Royalty from the date of such notice, and the Royalty Holder shall thereafter look solely to Atomic for performance of all obligations and liabilities related to the Royalty.
7. The Royalty Holder hereby acknowledges and consents to the assignment and assumption set out herein and agrees that Atomic shall be solely responsible for any and all future obligations under the Royalty and entitled to all related rights, including the buy-back option, from and after the date on which Atomic assumes the Royalty obligations in accordance with this Agreement.
8. The Parties agree to execute and deliver such additional documents and perform such further acts as may be reasonably necessary to give effect to this Agreement.
9. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and laws of Canada applicable therein, without reference to its conflict of laws principles.
10. This Agreement sets forth the entire agreement between the Parties relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in writing. The Parties agree that no amendment to this Agreement shall be binding upon the Parties unless it is in writing and executed by all Parties.
11. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the Parties hereto.

*[the balance of this page is intentionally blank – signature page follows]*

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

**LIVE ENERGY MINERALS CORP.**

By: /s/ "Adrian Smith"  
Name: Adrian Smith  
Title: Chief Executive Officer

**ATOMIC MINERALS CORP.**

By: /s/ "Clive Massey"  
Name: Clive Massey  
Title: Chief Executive Office

**1407917 BC LTD.**

By: /s/ "Deepak Varshney"  
Name: Deepak Varshney  
Title: Director