SPECIAL MEETING OF SECURITYHOLDERS

TO BE HELD ON MAY 21, 2026

NOTICE OF SPECIAL MEETING

AND

MANAGEMENT INFORMATION CIRCULAR

Including material with respect to a proposed

PLAN OF ARRANGEMENT

Dated: April 20, 2026

These materials are important and require your immediate attention. They require securityholders of Element79 Gold Corp. to make important decisions. If you are in doubt as to how to make such decisions, please contact your professional advisors.

NOTICE OF SPECIAL MEETING OF SECURITYHOLDERS

NOTICE IS HEREBY GIVEN that a special meeting (the "**Meeting**") of the holders ("**E79 Shareholders**") of common shares (each common share, an "**E79 Share**") of Element79 Gold Corp. ("**E79**"), the holders ("**E79 Optionholders**") of options to purchase E79 Shares ("**E79 Options**") and the holders ("**E79 Warrantholders**", and together with the E79 Shareholders and the E79 Optionholders, the "**E79 Securityholders**") of warrants to purchase E79 Shares ("**E79 Warrants**", and together with E79 Shares and E79 Options, the "**E79 Securities**") will be held at 2600 – 1066 West Hastings Street, Vancouver, British Columbia, V6E 3X1, on May 21, 2026, at 10:00 a.m. (Vancouver time).

At the Meeting, E79 Securityholders will be asked to consider the following matters:

1. To consider, pursuant to an interim order of Supreme Court of British Columbia dated April 17, 2026, and, if deemed appropriate, to pass, with or without amendment, a special resolution of the E79 Securityholders (the "**Arrangement Resolution**") approving a statutory plan of arrangement (the "**Arrangement**") pursuant to Part 9, Division 5 of the *Business Corporations Act* (British Columbia) which involves, among other things, the distribution of up to 9,000,000 common shares of Synergy Metals Corp. ("**Synergy**", and Synergy after the Arrangement, "**SpinCo**") to the E79 Securityholders pro rata in respect of each E79 Securityholder's holding of E79 Shares, E79 Options and E79 Warrants (subject to the exercise of such E79 Options and E79 Warrants) held on the effective date of the Arrangement, as more fully described in the management information circular of E79 (the "**Circular**") accompanying this notice. The full text of the Arrangement Resolution is attached as Schedule A to the Circular.

2. To consider any permitted amendment to or variation of any matter identified in this notice, and to transact such other business as may be properly brought before the Meeting or any adjournment or postponement thereof.

The specific details of these matters to be put before the Meeting are set forth in the Circular. The board of directors of E79 (the "**Board of Directors**") has approved the contents of the Circular and the distribution of the Circular to E79 Securityholders. All E79 Securityholders are reminded to review the Circular before voting. E79 Shareholders whose E79 Shares are registered in their own name ("**Registered E79 Shareholders**") have a right of dissent in respect of the proposed Arrangement and to be paid the fair value of their E79 Shares. The dissent rights are described in the accompanying Circular and are attached as Schedule E to the Circular. Failure to strictly comply with the required procedures may result in the loss of any right of dissent.

You have the right to vote if you were an E79 Securityholder at the close of business on April 20, 2026, the record date set by the Board of Directors for determining the E79 Securityholders entitled to receive notice of and vote at the Meeting or any adjournment(s) or postponement(s) thereof.

E79 Securityholders whose E79 Securities are registered in their own name ("**Registered E79 Securityholders**") who wish to ensure their E79 Securities will be voted at the Meeting are requested to date, complete and sign the enclosed form of proxy and deliver it in accordance with the instructions set out in the form of proxy and in the Circular. To be effective, proxies must be received before 10:00 a.m. (Vancouver time) on May 19, 2026, or if the Meeting is adjourned or postponed, at least 48 business hours

(where "**business hours**" means hours on days other than a Saturday, Sunday or any other holiday in British Columbia) before the time on the date to which the Meeting is adjourned or postponed.

E79 Securityholders who do not hold E79 Securities in their own name must follow the instructions set out in the voting instruction form or the form of proxy provided to the beneficial E79 Securityholder by its intermediary, and in the Circular to ensure their E79 Securities will be voted at the Meeting. If E79 Shares are held in a brokerage account, then in almost all cases those securities will not be registered in the E79 Securityholder's name on the records of E79.

To be effective, the enclosed proxy instrument must be returned to E79's transfer agent, Odyssey Trust Company in accordance with the instructions in the Circular and on the proxy instrument.

All instructions are listed on the enclosed proxy instrument. Your proxy or voting instructions must be received in each case no later than 10:00 a.m. (Vancouver time) on May 19, 2026, or, if the Meeting is adjourned, at least 48 business hours before the beginning of any adjournment to the Meeting.

If you are a non-registered beneficial E79 Securityholder, a voting information form (also known as a VIF), instead of a proxy instrument, may be enclosed. You must follow the instructions provided by your intermediary in order to vote your E79 Securities.

DATED at Vancouver, British Columbia, on April 20, 2026.

BY ORDER OF THE BOARD OF DIRECTORS

Michael Smith
Chief Executive Officer



LETTER TO SECURITYHOLDERS

Dear fellow securityholders,

On behalf of the board of directors (the "**Board**") of Element79 Gold Corp. ("**E79**"), I would like to invite you to attend the special meeting (the "**Meeting**") of the holders (the "**E79 Shareholders**") of common shares of E79 ("**E79 Shares**"), the holders of options (the "**E79 Optionholders**") to purchase E79 Shares ("**E79 Options**") and the holders of warrants (the "**E79 Warrantholders**", and together with E79 Shareholders and E79 Optionholders, the "**E79 Securityholders**") to purchase E79 Shares ("**E79 Warrants**", and together with E79 Shares and E79 Warrants, "**E79 Securities**") to be held at 10:00 a.m. (Vancouver time) on May 21, 2026.

Your feedback and your vote are important to us. You can vote by proxy on the internet, by phone or by mail. If your E79 Securities are registered in your own name (a "**Registered E79 Securityholder**"), we encourage you to vote by completing the enclosed proxy. If you are not a Registered E79 Securityholder and have received this letter and the management information circular of E79 (the "**Circular**") accompanying this letter from your broker or another intermediary, please complete and return the proxy or the voting instruction form provided to you in accordance with the instructions.

At the Meeting, E79 Securityholders will be asked to, among other things, pass a special resolution approving a statutory plan of arrangement (the "**Arrangement**") whereby E79 will distribute the 1,000,000 common shares ("**SpinCo Shares**") in the capital of Synergy Metals Corp. ("**Synergy**", and Synergy after the Arrangement, "**SpinCo**") to E79 Securityholders, which E79 received when it spun out its Ontario gold exploration asset, the Dale Property, to Synergy in July of 2023. For greater certainty, as part of the spin out of the Dale Property to Synergy, E79 received 2,000,000 SpinCo Shares on June 1, 2023, of which 1,000,000 SpinCo Shares will be distributed to the E79 Securityholders. In addition to these 1,000,000 SpinCo Shares, as part of the Arrangement Synergy will issue to E79 an additional 8,000,000 SpinCo Shares, which will also be distributed to the existing E79 Securityholders (assuming full exercise of the E79 Options and E79 Warrants).

Pursuant to the Arrangement, the E79 Shares will be re-designated as "Class A common shares without par value" and the special rights and restrictions attached to such shares will be amended to provide the holders thereof with two votes in respect of each share held, and such re-designated E79 Shares will be exchanged for a new class of "common shares without par value" of E79 ("**New E79 Shares**"), such that each E79 Shareholder will, for each E79 Share held on the effective date of the Arrangement, hold: (i) one New E79 Share and (ii) their pro rata portion of 9,000,000 SpinCo Shares to be distributed (the portion attributable to each E79 Security being the "**Spin Out Share Exchange Fraction**"), subject to rounding in respect of fractional SpinCo Shares and subject to the exercise of the E79 Options and E79 Warrants.

Each E79 Optionholder and each E79 Warrantholder will receive, upon the exercise of such holder's E79 Option or E79 Warrant, in lieu of each E79 Share to which such holder was therefore entitled upon such exercise and for the same aggregate consideration payable therefore, one New E79 Share and one Spin Out Share Exchange Fraction which the holder would have been entitled to receive as a result of the transactions contemplated by the Arrangement, if, immediately prior to the effective time of the Arrangement, such holder had been the registered holder of the E79 Share to which such holder was theretofore entitled upon exercise such E79 Option or E79 Warrant, as applicable. If an E79 Option or E79 Warrant ultimately expires or is otherwise terminated prior to its exercise, then E79 will retain the Spin Out

Share Exchange Fraction that the holder of such E79 Option or E79 Warrant was entitled to, as applicable, and the aggregate number of Spin Out Share Exchange Fractions held by E79 upon exercise or termination of the E79 Options and E79 Warrants will be rounded down to the nearest whole number and any fraction will be cancelled by SpinCo or the Resulting Issuer, as applicable, upon exercise or expiry of all E79 Options and E79 Warrants.

Nothing will change in your ownership of E79 once the Arrangement is completed. You will own the same number of E79 Securities. The issuance of New E79 Shares is simply a step in the Arrangement for E79 to distribute up to 9,000,000 SpinCo Shares.

E79 will continue to work to discover and delineate high-grade precious metals resources at its projects in Peru and the United States. SpinCo will focus on unlocking value in the Dale Property.

After careful consideration, the Board has unanimously determined that the Arrangement is in the best interests of E79. A description of the various factors considered by the Board in arriving at this determination is contained in the accompanying Circular. **The Board has unanimously approved the Arrangement and recommends that E79 Securityholders vote FOR the special resolution approving the Arrangement.**

To be effective, the Arrangement: (a) must be approved by an affirmative vote of at least: (i) 66⅔% of the votes cast on the Arrangement Resolution by E79 Shareholders (other than Dissenting E79 Shareholders) present in person or represented by proxy and entitled to vote at the Meeting, with each E79 Share entitling an E79 Shareholder to one vote, (ii) 66⅔% of the votes cast on the Arrangement Resolution by E79 Securityholders (other than the Dissenting E79 Shareholders) present in person or represented by proxy and entitled to vote at the Meeting, with each E79 Share, each E79 Option and each E79 Warrant entitling an E79 Securityholder to one vote; and (iii) a simple majority of the votes cast on the Arrangement Resolution by E79 Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding for the purposes of (iii) the votes in respect of E79 Shares held or controlled by persons described in items (a) through (d) of Section 8.1(2) of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

If you have any questions about the information contained in the Circular or require assistance in completing the proxy, please contact E79's Investor Relations team at investors@element79.gold.

Thank you for your support.

Sincerely,

Michael Smith
Chief Executive Officer

DATED at Vancouver, British Columbia, on April 20, 2026.

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MANAGEMENT INFORMATION CIRCULAR

(as at April 20, 2026, unless otherwise noted)

This Circular is furnished in connection with the solicitation of proxies by or on behalf of the management of Element79 Gold Corp. ("**E79**") for use at the Meeting to be held at 2600 – 1066 West Hastings Street, Vancouver, British Columbia, V6E 3X1 to be held on May 21, 2026, at 10:00 a.m. (Vancouver time) and at any adjournment(s) or postponement(s) thereof for the purposes set forth in the accompanying notice of meeting.

Notice Regarding Information in this Circular

Information in this Circular is given as at April 20, 2026, unless otherwise indicated and except for information contained in the documents incorporated herein by reference, which is given as at the respective dates stated therein. All capitalized terms used in this Circular but not otherwise defined herein have the meanings set forth under "*Glossary of Defined Terms*".

No person is authorized to give any information or make any representation not contained in this Circular and, if given or made, such information or representation should not be relied upon as having been authorized. This Circular does not constitute an offer to sell, or a solicitation of an offer to purchase, any securities, or the solicitation of a proxy, by any person in any jurisdiction in which such an offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such an offer or solicitation of an offer or proxy solicitation. Neither delivery of this Circular nor any distribution of the securities referred to in this Circular will, under any circumstances, create an implication that there has been no change in the information set forth herein since the date of this Circular.

INFORMATION FOR U.S. SECURITYHOLDERS

THE ARRANGEMENT AND THE SECURITIES TO BE ISSUED IN CONNECTION WITH THE ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION OR SECURITIES REGULATORY AUTHORITIES IN ANY STATE IN THE UNITED STATES, NOR HAS THE U.S. SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES REGULATORY AUTHORITIES OF ANY STATE IN THE UNITED STATES PASSED UPON THE FAIRNESS OR MERITS OF THE ARRANGEMENT OR UPON THE ADEQUACY OR ACCURACY OF THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The SpinCo Shares and New E79 Shares to be delivered to E79 Shareholders in exchange for their E79 Shares pursuant to the Arrangement described in this Circular have not been and will not be registered under the 1933 Act or any U.S. state securities laws, and are being issued (or will be deemed to be issued) in reliance on the exemption from registration under the 1933 Act set forth in Section 3(a)(10) thereof and exemptions provided under the securities laws of any state of the United States in which the E79 Shareholders reside. Section 3(a)(10) of the 1933 Act provides an exemption from registration under the 1933 Act for offers and sales of securities issued in exchange for one or more *bona fide* outstanding securities where the terms and conditions of the distribution or issuance, as applicable, and exchange of such securities have been approved by a court authorized to grant such approval after a hearing upon the fairness of the terms and conditions of the issuance and exchange of such securities (including the overall consideration to be received) at which all persons entitled to receive such securities have the right to appear and receive timely notice thereof. The Court is authorized to conduct a hearing at which the fairness of the terms and conditions of the Arrangement will be considered. The Court issued the Interim Order, and, subject to the approval of the Arrangement by the E79 Securityholders at the Meeting to be held on May 21, 2026, it is expected that the hearing on the Arrangement will be held by the Court on May 27, 2026 at the Law Courts, 800 Smithe Street, Vancouver, British Columbia. All E79 Securityholders are entitled to appear and be heard at this hearing. The Final Order will constitute a basis for the exemption from the

registration requirements of the 1933 Act provided by Section 3(a)(10) thereof with respect to the SpinCo Shares and New E79 Shares to be issued (or deemed to be issued), including securities delivered as part of the consideration for the Arrangement to the E79 Shareholders pursuant to the Arrangement. Prior to the hearing on the Final Order, the Court will be informed of this effect of the Final Order. See "*The Arrangement – Court Approval and Completion of the Arrangement*".

For purposes of U.S. securities laws, the Arrangement is intended to constitute a single integrated exchange in which E79 Shareholders surrender their existing E79 Shares and receive, in exchange, a package of securities consisting of New E79 Shares and SpinCo Shares, with the Court approving the substantive and procedural fairness of that exchange.

The exemption from the registration requirements of the 1933 Act provided by Section 3(a)(10) thereof does not exempt the distribution or issuance, as applicable, of securities upon the exercise of securities that were previously issued pursuant to Section 3(a)(10) of the 1933 Act. Therefore, any New E79 Shares and SpinCo Shares issuable or distributable, as applicable, upon exercise of the E79 Options or E79 Warrants following the Effective Time may not be issued (or deemed to be issued), including any securities delivered as part of such exercise, in reliance upon the exemption from the registration requirements of the 1933 Act provided by Section 3(a)(10) thereof and the E79 Options or E79 Warrants may be exercised following the Effective Time only pursuant to an available exemption from the registration requirements of the 1933 Act and applicable state securities laws. Prior to the distribution or issuance, as applicable, of New E79 Shares or SpinCo Shares pursuant to any such exercise after the Effective Time, E79 or SpinCo may require evidence (which may include in opinion of counsel) reasonably satisfactory to E79 or SpinCo, as applicable, to the effect that the distribution or issuance, as applicable, of such New E79 Shares or SpinCo Shares, as applicable, does not require registration under the 1933 Act or applicable state securities laws.

The solicitation of proxies for the Meeting made pursuant to this Circular is not subject to the requirements applicable to proxy statements under the 1934 Act by virtue of an exemption applicable to foreign private issuers (as defined in Rule 3b-4 under the 1934 Act). The SpinCo Shares and New E79 Shares to be distributed or issued, as applicable, to E79 Securityholders pursuant to the Arrangement described in this Circular will not be listed for trading on any U.S. stock exchange or registered under the 1934 Act. Accordingly, the solicitations and transactions contemplated in this Circular are made in the United States for securities of a Canadian issuer in accordance with Canadian corporate and securities laws, and this Circular has been prepared solely in accordance with disclosure requirements applicable in Canada, which are different from the requirements applicable to proxy solicitations under the 1934 Act. E79 Securityholders in the United States should be aware that such requirements are different from those of the United States applicable to registration statements under the 1933 Act and proxy statements under the 1934 Act.

The financial statements and historical financial information included or incorporated by reference in this Circular have been prepared based upon IFRS and are subject to Canadian auditing standards and auditor independence standards and thus are not comparable in all respects to financial statements prepared in accordance with U.S. Generally Accepted Accounting Principles ("**GAAP**") and subject to standards of the Association of International Certified Professional Accountants. Likewise, information concerning the operations of E79, Synergy, SpinCo and the Resulting Issuer contained herein has been prepared based on IFRS disclosure standards, which are not comparable in all respects to U.S. disclosure standards. **E79 Securityholders in the United States should consult with their own professional advisors for an understanding of the differences between IFRS and GAAP, and of how those differences might affect the financial information presented herein.**

E79 Securityholders in the United States should be aware that the acquisition and disposition of any of the securities issuable pursuant to the Arrangement described herein may have tax consequences both in Canada and the United States. Such consequences for E79 Securityholders in the United States are not described herein. **E79 Securityholders in the United States are urged to consult their own tax advisors to determine the particular tax consequences to them of the Arrangement in light of their particular situation, as well as any tax consequences that may arise under the laws of any other relevant foreign, state, local, or other taxing jurisdiction.**

The enforcement by investors of civil liabilities under U.S. securities laws may be adversely affected by the fact that E79, Synergy, SpinCo and the Resulting Issuer and certain of their respective subsidiaries are organized under the laws of jurisdictions outside the United States, that certain of their officers and directors are residents of countries other than the United States, that the experts named in this Circular are residents of countries other than the United States and that a certain portion of the assets of E79, Synergy, SpinCo and the Resulting Issuer and their respective subsidiaries and substantially all of the assets of certain such persons are located outside the United States. As a result, it may be difficult or impossible for E79 Securityholders in the United States to effect service of process within the United States upon E79, Synergy, SpinCo or the Resulting Issuer, their respective officers or directors or the experts named herein, or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States. In addition, E79 Securityholders in the United States should not assume that the courts of Canada: (a) would enforce judgments of U.S. courts obtained in actions against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States; or (b) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States.

In addition, when used in respect of the projects in which E79, Synergy, SpinCo and the Resulting Issuer has an interest, the terms "mineral reserve" and "mineral resource" have been reported in accordance with Canadian reporting standards. Canadian reporting requirements for disclosure of mineral properties are governed by National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* ("**NI 43-101**"). NI 43-101 is a rule developed by the Canadian Securities Administrators which establishes standards for all public disclosure an issuer makes of scientific and technical information concerning mineral projects. Canadian standards, including NI 43-101, differ significantly from the requirements of the SEC set forth in subpart 1300 of Regulation S-K under the 1934 Act, and accordingly mineral reserve and mineral resource information contained or incorporated by reference in this Circular may not be comparable to similar information made public by U.S. companies subject to the reporting and disclosure requirements of the SEC.

The SpinCo Shares and New E79 Shares to be issued (or deemed to be issued) to the E79 Shareholders pursuant to the Arrangement will generally be freely transferable under U.S. federal securities laws, except by persons who are "affiliates" (as such term is understood under U.S. securities laws) of E79 and SpinCo or the Resulting Issuer after the Effective Date or were "affiliates" of E79 and SpinCo or the Resulting Issuer within 90 days prior to the Effective Date. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by contract, or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer. Any resale of such securities by such an affiliate (or former affiliate) may be subject to the registration requirements of the 1933 Act, absent an exemption therefrom. See "*Certain Securities Law Matters – U.S. Securities Laws*".

FORWARD-LOOKING INFORMATION

This Circular includes statements that are prospective in nature that constitute forward-looking information and/or forward-looking statements within the meaning of applicable securities laws (collectively, "**forward-looking statements**"). Forward-looking statements include, but are not limited to, statements concerning the completion and proposed terms of, and matters relating to, the Arrangement and the expected timing related thereto, the potential for the Amalgamation to occur, the tax treatment of the Arrangement, the expected operations, financial results and condition of E79 and SpinCo and the Resulting Issuer following the Arrangement, each company's future objectives and strategies to achieve those objectives, the future prospects of each company as an independent company, the continued listing of E79 on the CSE, the potential for the listing of SpinCo or the Resulting Issuer on a stock exchange, any market created for either company's shares, the estimated cash flow, capitalization and adequacy thereof for each company following the Arrangement and the Amalgamation, the expected benefits of the Arrangement and the Amalgamation to, and resulting treatment of, E79 Securityholders, the anticipated effects of the Arrangement and the Amalgamation, the estimated costs of the Arrangement and the Amalgamation, the

satisfaction of the conditions to consummate the Arrangement and the Amalgamation, as well as other statements with respect to management's beliefs, plans, estimates and intentions, and similar statements concerning anticipated future events, results, circumstances, performance or expectations that are not historical facts. Forward-looking statements generally can be identified by the use of forward-looking terminology such as "outlook", "objective", "may", "will", "expect", "intend", "estimate", "anticipate", "believe", "should", "plans" or "continue", or similar expressions suggesting future outcomes or events.

Forward-looking statements reflect management's current beliefs, expectations and assumptions and are based on information currently available to management, management's historical experience, perception of trends and current business conditions, expected future developments and other factors which management considers appropriate. With respect to the forward-looking statements included in or incorporated into this Circular, we have made certain assumptions with respect to, among other things, the anticipated approval of the Arrangement by E79 Securityholders and the Court, the anticipated receipt of any required regulatory approvals and consents, the expectation that each of E79 and Synergy will comply with the terms and conditions of the Arrangement Agreement, the expectation that no event, change or other circumstance will occur that could give rise to the termination of the Arrangement Agreement, that no unforeseen changes in the legislative and operating framework for the respective businesses of E79, Synergy, SpinCo and the Resulting Issuer will occur, that each company will meet its future objectives and priorities, that each company will have access to adequate capital to fund its future projects and plans, that each company's future projects and plans will proceed as anticipated, as well as assumptions concerning general economic and industry growth rates, commodity prices, currency exchange and interest rates and competitive intensity.

Readers are cautioned not to place undue reliance on forward-looking statements, as there can be no assurance that the future circumstances, outcomes or results anticipated or implied by such forward-looking statements will occur or that plans, intentions or expectations upon which the forward-looking statements are based will occur. By their nature, forward-looking statements involve known and unknown risks and uncertainties and other factors that could cause actual results to differ materially from those contemplated by such statements. Factors that could cause such differences include, but are not limited to: conditions precedent or approvals required for the Arrangement not being obtained; the potential benefits of the Arrangement not being realized; the risk of tax liabilities as a result of the Arrangement, and general business and economic uncertainties and adverse market conditions; the potential for the trading price of the New E79 Shares (if any) after the Arrangement being less than the trading price of E79 Shares immediately prior to the Arrangement; there being no concrete deadline to effect the proposed Amalgamation or the listing of the SpinCo Shares or Resulting Issuer Shares on a stock exchange or that the proposed Amalgamation or listing will be successful; there being no established market for the SpinCo Shares or Resulting Issuer Shares; SpinCo Shares will not be "qualified investments" for the purposes of the Tax Act; E79's ability to delay or amend the implementation of all or part of the Arrangement or to proceed with the Arrangement even if certain consents and approvals are not obtained on a timely basis; the reduced diversity of E79 and SpinCo or the Resulting Issuer Shares as separate companies; the costs related to the Arrangement that must be paid even if the Arrangement is not completed; obtaining approvals and consents, or satisfying other requirements necessary or desirable to permit or facilitate completion of the Arrangement and the Amalgamation; global financial markets, general economic conditions, competitive business environments; the ongoing conflicts in Ukraine and the Middle East; future factors that may arise making it inadvisable to proceed with, or advisable to delay, all or part of the Arrangement or the Amalgamation; the potential inability or unwillingness of current E79 Shareholders to hold New E79 Shares and/or SpinCo Shares and/or Resulting Issuer Shares following the Arrangement and Amalgamation; and other factors that may negatively impact the financial condition of E79, Synergy, SpinCo and the Resulting Issuer.

For a further description of these and other factors that could cause actual results to differ materially from the forward-looking statements included in or incorporated into this Circular, see the risk factors discussed under "*The Arrangement – Risk Factors Relating to the Arrangement*" and under "*Schedule F – Information Concerning Synergy and SpinCo – Risk Factors*", E79's management's discussion and analysis for the year ended August 31, 2025, and for the interim period ended November 30, 2025, and as described from time to time in the reports and disclosure documents filed by E79 with Canadian securities regulatory

authorities, which are available under E79's profile on SEDAR+ at www.sedarplus.ca. This list is not exhaustive of the factors that may impact E79's forward-looking statements. These and other factors should be considered carefully and readers should not place undue reliance on E79's forward-looking statements. As a result of the foregoing and other factors, there can be no assurance that actual results will be consistent with these forward-looking statements.

All forward-looking statements included in or incorporated by reference into this Circular are qualified by these cautionary statements. The forward-looking statements contained herein are made as of the date of this Circular and, except as required by applicable law, neither E79 nor Synergy undertakes any obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

Readers are cautioned that the actual results achieved will vary from the information provided herein and that such variations may be material. Consequently, there are no representations by E79 or Synergy that actual results achieved will be the same in whole or in part as those set out in the forward-looking statements.

TECHNICAL INFORMATION

The technical and scientific information set out in this Circular has been reviewed and approved by Neil Pettigrew, P.Geo., who is a qualified person, as such term is defined in NI 43-101.

GLOSSARY OF DEFINED TERMS

In addition to the defined terms within this Circular, the following is a glossary of certain terms used in this Circular.

"**142**" means 1425957 B.C. Ltd., a company existing under the BCBCA.

"**142 Loan**" has the meaning ascribed to such term under the heading "*Schedule F – Information Concerning Synergy and SpinCo – Available Funds and Principal Purposes – Available Funds*".

"**142 Shares**" means the common shares without par value in the capital of 142.

"**142 Shareholders**" means the holders of 142 Shares immediately before the Amalgamation.

"**142 Warrants**" means common share purchase warrants of 142, each exercisable to acquire one 142 Share.

"**1933 Act**" means the U.S. Securities Act of 1933, as amended, and all rules and regulations thereunder.

"**1934 Act**" means the U.S. Securities Exchange Act of 1934, as amended, and all rules and regulations thereunder.

"**AcquisitionCo**" means 1515041 B.C. Ltd., a company existing under the BCBCA that is a wholly-owned subsidiary of Synergy.

"**AcquisitionCo Shares**" means the common shares without par value in the capital of AcquisitionCo.

"**AmalCo**" means the amalgamated company continuing from the Amalgamation of 142 and AcquisitionCo.

"**AmalCo Shares**" means the common shares without par value of AmalCo as they will exist following completion of the Amalgamation.

"**Amalgamation**" means the proposed future amalgamation of 142 and AcquisitionCo to form AmalCo.

"**Arrangement**" means the arrangement of E79 under Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the Plan of Arrangement and the Arrangement Agreement or made at the direction of the Court in the Final Order and deemed acceptable to the E79 Board for and on behalf of E79.

"**Arrangement Agreement**" means the amended and restated arrangement agreement dated April 13, 2026, between E79 and Synergy, a copy of which is attached as Schedule B, as it may be further amended or modified from time to time.

"**Arrangement Provisions**" means Part 9, Division 5 of the BCBCA.

"**Arrangement Resolution**" means the special resolution to be considered by the E79 Securityholders at the Meeting to approve the Arrangement, substantially in the form set out in Schedule A, with or without amendment.

"**Articles**" means the articles of E79.

"**Authors**" means the authors of the Technical Report, being Allan Armitage, Ph.D., P. Geo and Sarah Dean, B.Sc., P. Geo of SGS Geological Services.

"**BCBCA**" means the *Business Corporations Act* (British Columbia), as amended.

"**Broadridge**" has the meaning give to it under the heading "*General Voting Information – Non-Registered Securityholders".*

"**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia, Canada.

"**business hours**" means hours on days other than a Saturday, Sunday or any other holiday in British Columbia.

"**Circular**" means this management information circular dated April 20, 2026, together with all schedules, appendices and exhibits hereto, as amended, supplemented or otherwise modified from time to time.

"**Court**" means the Supreme Court of British Columbia.

"**CRA**" means the Canada Revenue Agency.

"**CSE**" means Canadian Securities Exchange.

"**Dale Option Agreement**" means the option agreement entered between the Optionor and Synergy dated August 22, 2023, as amended from time to time, with respect to the acquisition by Synergy of the mining claims comprising the Dale Property, a copy of which is attached as Schedule V.

"**Dale Property**" or the "**Property**" means the Dale gold project located in Timmins, Ontario, as further described in the Technical Report.

"**Depositary**" means Odyssey.

"**Designees**" means Christopher Brent Patrie and Tim Martell.

"**Dissent Procedures**" has the meaning given to it under the heading "*Dissent Rights*".

"**Dissent Rights**" means the right of Registered E79 Shareholders to exercise a right of dissent under the BCBCA in strict compliance with the Dissent Procedures.

"**Dissent Shares**" means the E79 Shares held by Dissenting E79 Shareholders in respect of which such Dissenting E79 Shareholders have given Notice of Dissent.

"**Dissenting E79 Shareholder**" means a Registered E79 Shareholder who exercises Dissent Rights in respect of the Arrangement in strict compliance with the BCBCA, as modified or supplemented by the Interim Order, Plan of Arrangement or any other order(s) of the Court and who has not withdrawn or has been deemed to have withdrawn such exercise of such Dissent Rights.

"**Distribution Record Date**" means the close of business on the last trading day on the CSE immediately prior to the Effective Date.

"**DRS**" means direct registration system.

"**E79**" means Element79 Gold Corp., a company existing under the BCBCA.

"**E79 Board**" means the board of directors of E79, as constituted from time to time.

"**E79 Class A Shares**" means the renamed and re-designated E79 Shares as described in section 3.1(c) of the Plan of Arrangement.

"**E79 Option**" means, prior to the closing of the Arrangement, a share purchase option of E79 exercisable to acquire one E79 Share that is outstanding immediately prior to the Effective Time, and, following the closing of the Arrangement, a share purchase option exercisable to acquire (i) one New E79 Share, and (ii) one Spin Out Share Exchange Fraction.

"**E79 Option Agreement**" means the option agreement entered between the Optionor and E79 on April 7, 2020, and approved by the directors of E79 to be assigned to Synergy on July 1, 2023.

"**E79 Optionholder**" means a holder of one or more E79 Options on the Effective Date.

"**E79 Shares**" means the common shares without par value in the capital of E79, as constituted from time to time, as the context requires.

"**E79 Shareholder**" means a holder of E79 Shares at the applicable time.

"**E79 Securities**" means E79 Shares, E79 Options and E79 Warrants.

"**E79 Securityholder**" means a holder of one or more E79 Shares, E79 Options or E79 Warrants at the applicable time.

"**E79 Warrant**" means, prior to the closing of the Arrangement, a share purchase warrant of E79 exercisable to acquire one E79 Share that is outstanding immediately prior to the Effective Time, and, following the closing of the Arrangement, a share purchase warrant exercisable to acquire (i) one New E79 Share, and (ii) one Spin Out Share Exchange Fraction.

"**E79 Warrantholder**" means a holder of one or more E79 Warrants on the Effective Date.

"**Effective Date**" means the effective date of the Arrangement, as mutually agreed by E79 and Synergy.

"**Effective Time**" means such time on the Effective Date as may be mutually agreed by E79 and Synergy for the Arrangement to be effective.

"**Escrow Agreement**" means the escrow agreement to be entered into between Odyssey, the Resulting Issuer and the Escrowed E79 Shareholders.

"**Escrowed E79 Shareholders**" means the holders of Escrowed Securities.

"**Escrowed Securities**" means the 1,600,000 Resulting Issuer Shares to be held in escrow pursuant to the Escrow Agreements.

"**Fairness Opinion**" means the fairness opinion delivered by RwE Growth Partners to the E79 Board dated April 7, 2026, a copy of which is attached as Schedule T.

"**Final Order**" means the final order of the Court pursuant to section 291 of the BCBCA, after being informed of the intention of the parties to rely upon the Section 3(a)(10) Exemption with respect to the securities to be issued (or deemed to be issued, including any SpinCo Shares delivered as part of the consideration for the Arrangement) to E79 Shareholders in exchange for their E79 Shares pursuant to the Arrangement, as such order may be amended by the Court (with the consent of E79 and Synergy, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to E79 and Synergy, each acting reasonably) on appeal.

"**Interim Order**" means the interim order of the Court contemplated by this Agreement and made pursuant to section 291 of the BCBCA, after being informed of the intention of the parties to rely upon the Section 3(a)(10) Exemption with respect to the securities to be issued (or deemed to be issued, including any SpinCo Shares delivered as part of the consideration for the Arrangement) to E79 Shareholders in exchange for their E79 Shares pursuant to the Arrangement, in a form acceptable E79 and Synergy, each acting reasonably, providing for, among other things, the calling and holding of the Meeting, as the same may be amended by the Court with the consent of E79 and Synergy, each acting reasonably, a copy of which is attached as Schedule C.

"**Intermediary**" has the meaning give to it under the heading "*General Voting Information – Non-Registered Securityholders"*.

"**Keystone NSR**" has the meaning ascribed to such term under the heading "*Schedule F – Information Concerning Synergy and SpinCo – Mineral Property – Location and Title – Dale Option* Agreement".

"**Letter of Transmittal**" means the letter of transmittal in respect of the Arrangement to be sent to the Registered E79 Shareholders, which letter accompanies this Circular.

"**Management Proxyholders**" has the meaning ascribed to such term under the heading "*General Voting Information – Appointment of Proxy*".

"**MD&A**" means management's discussion and analysis.

"**Meeting**" means the special meeting of E79 Securityholders to be held on May 21, 2026, and any adjournment(s) or postponement(s) thereof, held in order to, among other things, consider and, if thought fit, approve the Arrangement Resolution.

"**Meeting Materials**" means, collectively, this Circular together with the accompanying notice of meeting, form of proxy and Letter of Transmittal.

"**Merger Agreement**" means the amended and restated merger agreement dated April 13, 2026, between 142, Synergy, AcquisitionCo and E79, pursuant to which Synergy, AcquisitionCo and 142 will complete the Amalgamation, a copy of which is attached as Schedule U, as it may be further amended or modified from time to time.

"**Named Executive Officer**" or "**NEO**" means each of the following individuals: (a) each individual who, in respect of the applicable company, during any part of the most recently completed financial year, served as chief executive officer, including an individual performing functions similar to a chief executive officer;

(b) each individual who, in respect of the applicable company, during any part of the most recently completed financial year, served as chief financial officer, including an individual performing functions similar to a chief financial officer; (c) in respect of the applicable company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than $150,000, as determined in accordance with subsection 1.3(5) of Form 51-102F6V, for that financial year; (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the applicable company, and was not acting in a similar capacity, at the end of that financial year.

"**New E79 Shares**" means the new class of common shares without par value which E79 will create as described in section 3.1(c) of the Plan of Arrangement and for which the E79 Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the E79 Shares.

"**NI 43-101**" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* of the Canadian Securities Administrators.

"**NI 52-110**" means National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators.

"**Non-Registered E79 Securityholders**" has the meaning given to it under the heading "*General Voting Information – Non-Registered Securityholders*".

"**Notice of Dissent**" has the meaning given to it under the heading "*Dissent Rights*".

"**Notice of Hearing of Petition**" means the Notice of Hearing of Petition, a copy of which is attached as Schedule D hereto.

"**Notice Shares**" has the meaning given to it under the heading "*Dissent Rights*".

"**NP 46-201**" means National Policy 46-201 – *Escrow for Initial Public Offerings* of the Canadian Securities Administrators.

"**Odyssey**" means Odyssey Trust Company, at its offices in Vancouver, British Columbia, in its capacity as registrar and transfer agent of the E79 Shares.

"**Optionor NSR**" has the meaning ascribed to such term under the heading "*Schedule F – Information Concerning Synergy and SpinCo – Mineral Property – Location and Title – Dale Option* Agreement".

"**Optionor**" means Jean Marc Gaudreau.

"**Plan of Arrangement**" means the plan of arrangement of E79, substantially in the form of Exhibit I to the Arrangement Agreement set forth in Schedule B hereto, and any amendments or variations thereto made in accordance with the Plan of Arrangement or upon the direction of the Court in the Final Order.

"**Pro Rata Spin Out Share Distribution**" means the distribution of an aggregate of up to 9,000,000 SpinCo Shares to the E79 Shareholders and to the E79 Optionholders and E79 Warrantholders (subject to the exercise of the applicable E79 Options and E79 Warrants, respectively) on a pro rata basis pursuant to the Plan of Arrangement, as calculated pursuant to the following ratio:

$$\boldsymbol{Pro\ Rate\ Synergy\ Share\ Distribution} = \frac{\boldsymbol{Spin\ Out\ Shares}}{(\boldsymbol{E79\ Shares} + \boldsymbol{E79\ Options} + \boldsymbol{E79\ Warrants})}$$

"**Proxy**" has the meaning ascribed to such term under the heading "*General Voting Information – Appointment of Proxy*".

"**Record Date**" means the record date for notice of and voting at the Meeting, being fixed as April 20, 2026.

"**Registered E79 Securityholder**" means an E79 Securityholder whose E79 Securities are registered under their own name.

"**Registered E79 Shareholder**" means an E79 Shareholder whose E79 Shares are registered under their own name.

"**Registrar**" means the Registrar of Companies appointed pursuant to Section 400 of the BCBCA.

"**Regulation S**" means Regulation S promulgated under the 1933 Act.

"**Resulting Issuer**" means SpinCo as it will exist after the Amalgamation.

"**Resulting Issuer Audit Committee**" means the audit committee of the Resulting Issuer, as constituted from time to time following the Amalgamation.

"**Resulting Issuer Board**" means the board of directors of the Resulting Issuer.

"**Resulting Issuer Shares**" means the common shares without par value in the capital of the Resulting Issuer.

"**RwE Growth Partners**" means RwE Growth Partners, Inc.

"**SEC**" means the U.S. Securities and Exchange Commission.

"**SEDAR+**" means the System for Electronic Document Analysis and Retrieval + of the Canadian Securities Administrators, accessible at www.sedarplus.ca.

"**SpinCo**" means Synergy as it will exist after the Arrangement.

"**SpinCo Board**" means the board of directors of SpinCo, as constituted from time to time.

"**Spin Out Share Exchange Fraction**" means a fraction of (a) a Spin Out Share that will be distributed to an E79 Shareholder in partial exchange for each E79 Class A Share pursuant to the Pro Rata Spin Out Share Distribution and (b) a Spin Out Share that is distributable to an E79 Optionholder or E79 Warrantholder, upon the exercise of such holder's E79 Options or E79 Warrants.

"**SpinCo Shareholders**" means holders of SpinCo Shares.

"**SpinCo Shares**" means the common voting shares without par value in the capital of SpinCo.

"**Synergy**" means Synergy Metals Corp., a company existing under the BCBCA, as it exists before the Arrangement.

"**Synergy Board**" means the board of directors of Synergy, as constituted from time to time.

"**Synergy Shareholders**" means holders of Synergy Shares.

"**Synergy Shares**" means the common voting shares without par value in the capital of Synergy.

"**Tax Act**" means the *Income Tax Act* (Canada), including the regulations promulgated thereunder, as amended.

"**Technical Report**" means the report entitled "Technical Report on the Dale Property, Porcupine Mining District, Dale Township, Ontario, Canada" prepared by SGS Geological Services for E79 with a report date and an effective date of April 13, 2026.

"**United States**" and "**U.S.**" means the United States of America.

"**VIF**" has the meaning give to it under the heading "*General Voting Information – Non-Registered Securityholders".*

GLOSSARY OF GEOLOGICAL TERMS

The following is a glossary of certain technical terms used in this Circular.

"**breccia**"	means a rock composed of highly angular course fragments.
"**carbonate**"	means a carbonate is a salt of carbonic acid.
"**CIM**"	means the Canadian Institute of Mining, Metallurgy, and Petroleum.
"**contact**"	means a geological term used to describe the line or plane along which two different rock formations meet.
"**deposit**"	means an informal term for an accumulation of mineralisation or other valuable earth material of any origin.
"**diamond drilling**"	means the process of using a large drill to extract rocks samples from the earth.
"**fault**"	means a planar fracture or discontinuity in a volume of rock, across which there has been displacement.
"**ICP**"	means Inductively Coupled Plasma.
"**intrusive**"	means a body of igneous rock formed by the consolidation of magma intruded into other rock type.
"**IP**"	means induced polarization, a method of surveying minerals via the application of a charge subsequent measuring of voltage decay.
"**mafic**"	means an adjective describing an igneous rock consisting largely of dark coloured minerals such as magnesium and iron.
"**mineral**"	means a naturally occurring homogeneous substance having definite physical properties and chemical composition and, if formed under favourable conditions, a definite crystal form.
"**mineral reserve**"	Mineral reserves are those parts of mineral resources which, after the application of all mining factors, result in an estimated tonnage and grade which, in the opinion of the qualified person(s) making the estimates, is the basis of an economically viable project after taking account of all relevant modifying factors. Mineral reserves are inclusive of diluting material that will be mined in conjunction with the mineral reserves and delivered to the treatment plant or equivalent facility. The term 'mineral reserve' need not necessarily signify that extraction

	facilities are in place or operative or that all governmental approvals have been received. It does signify that there are reasonable expectations of such approvals. (CIM Standards, 2014).
"**mineral resource**"	The term mineral resource covers mineralization and natural material of intrinsic economic interest which has been identified and estimated through exploration and sampling and within which mineral reserves may subsequently be defined by the consideration and application of modifying factors. The phrase 'reasonable prospects for eventual economic extraction' implies a judgment by the qualified person in respect of the technical and economic factors likely to influence the prospect of economic extraction. The qualified person should consider and clearly state the basis for determining that the material has reasonable prospects for eventual economic extraction. Assumptions should include estimates of cut-off grade and geological continuity at the selected cut-off, metallurgical recovery, smelter payments, commodity price or product value, mining and processing method and mining, processing and general and administrative costs. The qualified person should state if the assessment is based on any direct evidence and testing. (CIM Standards, 2014).
"**modifying factors**"	means considerations used to convert mineral resources to mineral reserves, including, but not restricted to, mining, processing, metallurgical, infrastructure, economic, marketing, legal, environmental, social and governmental factors.
"**NSR**"	means net smelter return royalty.
"**ore**"	means the naturally occurring material from which a mineral or minerals of economic value can be extracted profitably or to satisfy social or political objectives.
"**outcrop**"	means a visible exposure of bedrock or ancient superficial deposits on the surface of the Earth.
"**qualified person**"	has the meaning ascribed to such term in NI 43-101.
"**quartz**"	means one of the most abundant minerals in the earth's crust, whose composition is silicon dioxide.
"**sedimentary**"	means types of rock that are formed by the deposition and subsequent cementation of that material at the Earth's surface and within bodies of water.
"SGB"	means the Swayze greenstone belt.
"**strike**"	means the direction, or bearing from true north, of a vein or rock formation measure on a horizontal surface.
"**survey**"	means the orderly and exacting process of examining and delineating the physical or chemical characteristics of the Earth's surface, subsurface, or internal constitution by topographic, geologic, geophysical, or geochemical measurements.
"**trenching**"	means the process of digging a trench with either hand or mechanical equipment.
"**vein**"	is a fissure, fault or crack in a rock filled by minerals that have travelled upwards or laterally from a deep source.

SUMMARY

The following is a summary of the principal features of the Arrangement and certain other matters and should be read together with the more detailed information and financial statements contained elsewhere in this Circular, including the schedules hereto. Capitalized terms not otherwise defined in this summary are defined in the Glossary of Defined Terms or elsewhere in this Circular. This summary is qualified in its entirety by the more detailed information appearing or referred to elsewhere in this Circular.

The Meeting

E79 has fixed April 20, 2026, as the record date for determining the E79 Securityholders entitled to receive notice of and vote at the Meeting. The Meeting will be held on May 21, 2026, at 10:00 a.m. (Vancouver time).

At the Meeting, E79 Securityholders will be asked to consider and to approve, with or without amendment, the Arrangement Resolution.

By passing the Arrangement Resolution, E79 Securityholders will also be giving authority to the E79 Board to use its best judgment to proceed with and cause E79 to complete the Arrangement in the event of any variation of, or amendments to, the Arrangement Agreement or Plan of Arrangement without any requirement to seek or obtain any further approval of the E79 Securityholders.

For further information on voting E79 Shares at the Meeting, see the section entitled "*General Voting Information*".

The Arrangement

The purpose of the Arrangement and the related transactions is to reorganize E79 into two separate companies: (a) E79, a gold exploration company with the objective of exploring and ultimately developing gold projects in Peru and the U.S. and (b) SpinCo, an exploration company focused on the Dale Property. The Arrangement would result in, among other things, E79 Shareholders (other than Dissenting E79 Shareholders) holding, immediately following completion of the Arrangement (i) all of the outstanding New E79 Shares and (ii) a total of 9,000,000 SpinCo Shares, representing 79.51% of the total issued and outstanding SpinCo Shares (on a fully diluted basis assuming the exercise of all outstanding E79 Warrants and E79 Options, subject to rounding for fractional SpinCo Shares), in proportion to their holdings of E79 Shares, E79 Options and E79 Warrants at the Effective Time. E79 will retain holdings of 1,000,000 SpinCo Shares. If an E79 Option or E79 Warrant ultimately expires or is otherwise terminated prior to its exercise, then E79 will retain the Spin Out Share Exchange Fractions that the holder of such E79 Options or E79 Warrants was entitled to, as applicable, and such shares will be rounded down to the nearest whole number and any fraction will be cancelled by SpinCo or the Resulting Issuer, as applicable, upon exercise or expiry of all such E79 Options and E79 Warrants. For a summary of the steps of the Arrangement and related transactions, see *"The Arrangement – Principal Steps of the Arrangement".*

Assuming the completion of the Arrangement and prior to the completion of the Amalgamation, and assuming full exercise of the E79 Options and E79 Warrants, there will be (a) 11,320,000 SpinCo Shares; (b) 24,900,000 142 Shares; and (c) 21,000,000 142 Warrants issued and outstanding. Immediately following the Amalgamation, the former SpinCo Shareholders will hold approximately 31.25% of the Resulting Issuer Shares on an undiluted basis and former 142 Shareholders, will hold approximately 68.75% of the Resulting Issuer Shares on an undiluted basis. See "*Schedule H – Information Concerning the Resulting Issuer – Overview*". For information regarding the capital structure of the Resulting Issuer see "*Schedule* G – *Information Concerning 142 - The Transaction – The Amalgamation*".

Reasons for the Arrangement

The E79 Board believes that the creation of two separate companies will provide a number of benefits, including: providing E79 Securityholders with enhanced value by creating independent investment opportunities, one focused on projects in Peru and the U.S. and one focused on the Dale Property in Ontario, Canada; unlocking the value of the Dale Property, which is not believed to be fully valued in the E79 portfolio and is not part of E79's current go forward plan; enabling investors, analysts and other stakeholders or potential stakeholders to more accurately value each company and compare the assets to appropriate peers; enabling existing E79 Securityholders to retain upside potential in the Dale Property, which E79 does not plan to advance but is proposed to be advanced by SpinCo; providing each company with a sharper business focus; enabling each company to pursue independent business and financing strategies best suited to their respective business plans; enabling each company to pursue independent growth and capital allocation strategies; allowing each company to be led by experienced executives and directors who have the appropriate skills and experience aligned with assets; and expanding SpinCo's potential shareholder base by providing more direct ownership of the Dale Property.

See further details under the section entitled *"The Arrangement – Reasons for the Arrangement".*

Principal Steps of the Arrangement

The following is a summary of the principal steps of the Arrangement:

(1) Synergy will issue to E79 an additional 8,000,000 Synergy Shares at a deemed price of $0.05 per share as consideration for the administrative support that E79 will provide to Synergy in connection with the Arrangement and SpinCo's application to list the Resulting Issuer Shares on the CSE, and for agreeing to enter into the Arrangement Agreement;

(2) the existing E79 Shares will be re-designated as E79 Class A Shares and the special rights and restrictions attached to those shares will be amended to provide the holders thereof with two votes in respect of each share held;

(3) E79 will create a new class of common shares known as the New E79 Shares, with terms and special rights and restrictions identical to E79 Class A Shares;

(4) all outstanding E79 Options will be adjusted to allow holders to acquire, upon exercise, one New E79 Share and one Spin Out Share Exchange Fraction for each E79 Option exercised;

(5) all outstanding E79 Warrants will be adjusted to allow holders to acquire, upon exercise, one New E79 Share and one Spin Out Share Exchange Fraction for each E79 Warrant exercised;

(6) each E79 Class A Share outstanding on the Distribution Record Date will be exchanged for one New E79 Share and one Spin Out Share Exchange Fraction; and

(7) the E79 Class A Shares will be cancelled and E79's authorized share structure will be amended by eliminating the E79 Class A Shares.

The Arrangement is subject to a number of conditions, including CSE acceptance, approval by the E79 Securityholders, and final Court approval, to be evidenced by the Final Order.

In accordance with the terms of the Arrangement Agreement, the Arrangement (a) must be approved by an affirmative vote of at least: (i) 66⅔% of the votes cast on the Arrangement Resolution by E79 Shareholders (other than Dissenting E79 Shareholders) present in person or represented by proxy and entitled to vote at the Meeting, with each E79 Share entitling an E79 Shareholder to one vote, (ii) 66⅔% of

the votes cast on the Arrangement Resolution by E79 Securityholders (other than the Dissenting E79 Shareholders) present in person or represented by proxy and entitled to vote at the Meeting, with each E79 Share, each E79 Option and each E79 Warrant entitling an E79 Securityholder to one vote; and (iii) a simple majority of the votes cast on the Arrangement Resolution by E79 Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding for the purposes of (iii) the votes in respect of E79 Shares held or controlled by persons described in items (a) through (d) of Section 8.1(2) of Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions.

Once such E79 Securityholder approval has been obtained, the E79 Board may, in its absolute discretion, determine whether or not to proceed with the Arrangement without further approval, ratification or confirmation by the E79 Securityholders.

The foregoing is a summary only and is qualified in its entirety by reference to the full text of the Plan of Arrangement, which is attached as Exhibit I to the Arrangement Agreement set forth in Schedule B hereto. See also "*The Arrangement – Principal Steps of the Arrangement*".

Effect of the Arrangement

As a result of the Arrangement, E79 Shareholders on the Distribution Record Date will no longer hold their E79 Shares, and instead will receive one New E79 Share and one Spin Out Share Exchange Fraction for every one E79 Share held at the Effective Time and, as a result, will hold shares in two companies.

SpinCo will be a reporting issuer in the provinces of British Columbia and Ontario by virtue of the Arrangement.

Recommendation of the E79 Board

The E79 Board, having reviewed the Plan of Arrangement and related transactions and considered, among other things, the reasons for the Arrangement and the Fairness Opinion, has unanimously determined that the Arrangement is in the best interests of E79 and the E79 Securityholders. **The E79 Board has unanimously approved the Arrangement and the transactions contemplated thereby and unanimously recommends that E79 Securityholders vote FOR the Arrangement Resolution.**

See further details under the section entitled *"The Arrangement – Recommendation of the E79 Board".*

Fairness Opinion

The E79 Board engaged RwE Growth Partners to prepare and deliver the Fairness Opinion to the E79 Board. RwE Growth Partners has provided the Fairness Opinion to the E79 Board to the effect that, as of April 7, 2026, and subject to the assumptions, limitations and qualifications set out in the Fairness Opinion, including the completion of the March 30, 2026 C$150,000 financing into 142, RwE Growth Partners concluded that the Arrangement provides value to E79 Securityholders that is at least equal to, and in excess of, the fair market value attributable to E79 immediately prior to completion of the Arrangement. Accordingly, RwE Growth Partners is of the opinion that the Arrangement is fair, from a financial point of view, to the E79 Securityholders.

In connection with its engagement, RwE Growth Partners conducted a financial analysis of the Arrangement, including a review of the underlying assets, available financial and technical information, and observable market evidence for comparable early-stage mineral properties. RwE Growth Partners also considered the pro forma ownership interests of E79 Securityholders in the Resulting Issuer and evaluated whether such ownership is supported by the relative economic contributions of the parties.

RwE Growth Partners' analysis focused on whether E79 Securityholders are economically disadvantaged as a result of the Arrangement, rather than whether the transaction reflects a strictly proportionate allocation of value among the participating entities. In this regard, RwE Growth Partners assessed the implied value

of the Resulting Issuer relative to the value required for E79 Securityholders to be economically indifferent to the Arrangement.

The full text of the Fairness Opinion, setting out the assumptions made, matters considered and limitations and qualifications on the review undertaken in connection with the Fairness Opinion, is attached as Schedule T to this Circular. The summary of the Fairness Opinion described in this Circular is qualified in its entirety by reference to the full text of the Fairness Opinion. See also "*The Arrangement – Fairness Opinion"*.

Conditions to Closing

The Arrangement will be subject to the satisfaction or waiver, as applicable, of certain conditions, including but not limited to the following:

(1) The Arrangement Resolution must be approved by an affirmative vote of at least: (i) 66⅔% of the votes cast on the Arrangement Resolution by E79 Shareholders (other than Dissenting E79 Shareholders) present in person or represented by proxy and entitled to vote at the Meeting, with each E79 Share entitling an E79 Shareholder to one vote, (ii) 66⅔% of the votes cast on the Arrangement Resolution by E79 Securityholders (other than the Dissenting E79 Shareholders) present in person or represented by proxy and entitled to vote at the Meeting, with each E79 Share, each E79 Option and each E79 Warrant entitling an E79 Securityholder to one vote; and (iii) a simple majority of the votes cast on the Arrangement Resolution by E79 Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding for the purposes of (iii) the votes in respect of E79 Shares held or controlled by persons described in items (a) through (d) of Section 8.1(2) of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

(2) the Arrangement must be approved by the Court and the Final Order obtained in a form and substance satisfactory to E79;

(3) the CSE will have approved the Arrangement, including the listing of the New E79 Shares in substitution for the E79 Shares;

(4) all other consents, orders and approvals that are required, necessary or desirable for the completion of the Arrangement must have been obtained or received, each in a form and substance acceptable to E79; and

(5) holders of not more than an aggregate of 2% of the issued and outstanding E79 Shares will have exercised Dissent Rights.

The foregoing summary of conditions is qualified in its entirety by reference to the full text of the Arrangement Agreement attached as Schedule B hereto. See also "*The Arrangement – Conditions to the Arrangement*".

Court Approval

An arrangement under the BCBCA requires approval of the Court. Prior to mailing this Circular, E79 obtained the Interim Order, which provides for the calling and holding of the Meeting, Dissent Rights and certain other procedural matters. A copy of the Interim Order is attached as Schedule C.

Subject to the approval of the Arrangement Resolution by E79 Securityholders at the Meeting, E79 intends to make an application to the Court for the Final Order on May 27, 2026, at the Law Courts, 800 Smithe Street, Vancouver, British Columbia, or as soon thereafter as is reasonably practical and in the manner directed by the Court. At the hearing, any E79 Securityholder and any interested party who wishes to

participate, to appear, to be represented and/or to present evidence or arguments may do so, subject to filing with the Court and serving upon E79 a response to petition together with an evidence or materials that such party intends to present to the Court on or before 4:00 pm (Vancouver time) on May 22, 2026, all as set out in the Interim Order and Notice of Hearing of Petition, copies of which are attached as Schedule C and Schedule D, respectively, and satisfy any other requirement of the Court.

The Court may approve the Arrangement either as proposed or as amended in any manner the Court may direct, and subject to compliance with such terms and conditions, if any, as the Court sees fit.

See further details under the section entitled "*The Arrangement – Court Approval and Completion of the Arrangement*".

Effective Date

Upon receipt of the Final Order, E79 will announce by news release the proposed Effective Date of the Arrangement. The Distribution Record Date for determining the E79 Securityholder entitled to participate in the Arrangement is expected to be the last trading day on the CSE immediately prior to the Effective Date.

Stock Exchange Listings

The E79 Shares are currently listed and traded on the CSE under the symbol "ELEM". The E79 Shares also trade on the OTCQB Venture Market in the United States under the symbol "ELMGF" and on the Frankfurt Stock Exchange under the symbol "7YS0".

E79 Following the Arrangement

Following completion of the Arrangement, E79 will continue as a public gold exploration company with the objective of working to discover and delineate high-grade precious metals resources at its projects in Peru and in the United States.

After completion of the Arrangement, the New E79 Shares will continue to be traded on the CSE, the OTCQB and the Frankfurt Stock Exchange.

SpinCo Following the Arrangement

SpinCo is expected to operate as an exploration company focused on exploring the Dale Property in Ontario, Canada.

Synergy, 142, AcquisitionCo and E79 entered into a merger agreement on January 10, 2025, pursuant to which the parties agreed to conduct the Amalgamation. On April 30, 2025, Synergy, 142, AcquisitionCo and E79 entered into an amending agreement amending the merger Agreement. On October 31, 2025, Synergy, 142, AcquisitionCo and E79 entered into a second amending agreement amending the merger agreement.

Synergy, 142, AcquisitionCo and E79 entered into the Merger Agreement on April 13, 2026, amending and restating the original merger agreement entered into on January 10, 2025.

Following the completion of the Arrangement, it is expected that AcquisitionCo and 142 will amalgamate to continue as one corporation pursuant to the terms of the Merger Agreement. The Amalgamation will be subject to approval by the shareholders of 142 and AcquisitionCo (being SpinCo, the sole shareholder of AcquisitionCo).

The CSE has conditionally approved the listing of the Resulting Issuer Shares on the CSE. Listing will be subject to SpinCo and the Resulting Issuer fulfilling all of the requirements of the CSE.

For a more detailed description of Synergy and of SpinCo following the completion of the Arrangement, see *Schedule F – Information Concerning Synergy and SpinCo*.

For a more detailed description of 142, see Schedule G.

For a more detailed description of the Resulting Issuer following the Amalgamation, see Schedule H.

Resulting Issuer Selected Pro Forma Financial Information

The table below sets out selected pro forma financial information in respect of the Resulting Issuer as at November 30, 2025, as if the Arrangement and the Amalgamation had been completed on that date, and should be considered in conjunction with the more complete information contained in the pro forma balance sheet of the Resulting Issuer appended as Schedule O to this Circular. The pro forma financial statements are not necessarily indicative of Resulting Issuer's financial position and results that would have occurred if the events reflected had taken place on the dates indicated, nor do they purport to project Resulting Issuer's financial position or results for any future period.

Synergy currently does not generate any revenues and its liquidity will depend on future financing raised by Resulting Issuer.

	Pro forma as at November 30, 2025, after giving effect to the Arrangement and Amalgamation
Exploration and evaluation assets	$632,998
Total assets	$1,215,379
Total liabilities	$133,482

Distribution of Share Certificates/DRS Statements

The Letter of Transmittal, which letter accompanies this Circular, will be used by the Registered E79 Shareholders to exchange their certificates/DRS statements representing E79 Shares for share certificates/DRS statements representing New E79 Shares and SpinCo Shares. Each E79 Share will be exchanged for one New E79 Share and one Spin Out Share Exchange Fraction. Until such exchange, each certificate/DRS statement representing E79 Shares will, after the Effective Time, represent only the right to receive, upon surrender, New E79 Shares and SpinCo Shares. Any fractional shares issuable pursuant to the Arrangement will be rounded down to the nearest whole number without any compensation in lieu thereof.

E79 Shareholders who fail to submit their certificates/DRS statements representing E79 Shares together with a duly completed Letter of Transmittal and any other documents required by the Depositary on or before the sixth anniversary of the Effective Date will cease to have any right or claim against or interest of any kind or nature in E79 or SpinCo (or the Resulting Issuer after the Amalgamation). **Accordingly, persons who tender certificates/DRS statements for E79 Shares after the sixth anniversary of the Effective Date will not receive any New E79 Shares or SpinCo Shares (or the Resulting Issuer Shares after the Amalgamation), will not own any interest in E79 or SpinCo (or the Resulting Issuer after the Amalgamation) and will not be paid any cash or other compensation in lieu thereof.**

Dissent Rights

The Interim Order provides that each Registered E79 Shareholder may exercise Dissent Rights in accordance with section 237 to 247 of the BCBCA as modified by the Plan of Arrangement, the Interim Order and the Final Order in respect of the Arrangement. Each Dissenting E79 Shareholder is entitled to

be paid the fair value of all, but not less than all, of the holder's E79 Shares, provided that the holder duly dissents to the Arrangement Resolution and the Arrangement becomes effective.

To exercise Dissent Rights, a Registered E79 Shareholder must provide a Notice of Dissent to E79 at Suite 1100, 1111 Melville Street Vancouver, BC, Canada V6E 3V6 at or before 10:00 a.m. (Vancouver time) on May 19, 2026 (or, if the Meeting is adjourned, at least 48 business hours before the beginning of any adjournment to the Meeting before the time on the date to which the Meeting is adjourned or postponed), in the manner described under the heading "*Dissent Rights*". If a Registered E79 Shareholder exercises Dissent Rights in strict compliance with the BCBCA and Interim Order and the Arrangement is completed, such Dissenting E79 Shareholder is entitled to be paid the "fair value" of the E79 Shares with respect to which Dissent Rights were exercised, as calculated immediately before the passing of the Arrangement Resolution. Only Registered E79 Shareholders are entitled to exercise Dissent Rights. Beneficial E79 Shareholders who wish to exercise Dissent Rights must cause each Registered E79 Shareholder holding their E79 Shares to deliver the required notice of dissent or, alternatively, make arrangements to become Registered E79 Shareholders. E79 Shareholders should carefully read the section of this Circular entitled "*Dissent Rights*" as well as Schedule E hereto, and consult with their advisors if they wish to exercise Dissent Rights. Any failure to fully comply with the provisions of the BCBCA, as modified by the Plan of Arrangement, the Interim Order and the Final Order in respect of the Arrangement, may result in a loss of that holder's Dissent Rights.

The Arrangement Agreement provides that, unless otherwise waived, it is a condition to the obligations of E79 and Synergy to complete the Arrangement that, on or before the Effective Date, Notices of Dissent will not have been delivered by E79 Shareholders holding greater than 2% of the outstanding E79 Shares. If the number of outstanding E79 Shares in respect of which Notices of Dissent have been delivered by E79 Shareholders exceeds 2%, the Arrangement will not proceed unless either E79 or Synergy waive such condition.

Canadian Securities Law Matters

E79 is a reporting issuer in British Columbia and Ontario. The E79 Shares currently trade on the CSE in Canada and the Frankfurt Stock Exchange in Germany, and are quoted on the OTCQB in the U.S.

After the Arrangement, SpinCo will be a reporting issuer in British Columbia and Ontario.

The distribution of the SpinCo Shares pursuant to the Arrangement will constitute a distribution of securities which is exempt from prospectus requirements of Canadian securities legislation. With certain exceptions, the SpinCo Shares and Resulting Issuer Shares may generally be resold in each of the provinces of Canada provided the trade is not a "control distribution" as defined in National Instrument 45-102 – *Resale of Securities* of the Canadian Securities Administrators, no unusual effort is made to prepare the market or create a demand for those securities, no extraordinary commission or consideration is paid to a person or company in respect of the trade and, if the selling securityholder is an insider or officer of SpinCo or the Resulting Issuer, as applicable, the insider or officer has no reasonable grounds to believe that SpinCo Resulting Issuer, as applicable, is in default of securities legislation.

See further details under the section entitled "*Certain Securities Law Matters – Canadian Securities Laws*".

U.S. Securities Law Matters

The securities to be issued (or deemed to be issued), including any securities delivered as part of the consideration for the Arrangement, to E79 Shareholders pursuant to the Arrangement will not be registered under the 1933 Act or the securities laws of any state of the United States and will be issued (or deemed to be issued) in reliance upon the exemption from registration provided by Section 3(a)(10) of the 1933 Act and available exemptions from applicable state registration requirements. The securities issued (or deemed to be issued) to E79 Shareholders pursuant to the Arrangement will generally not be subject to resale

restrictions under U.S. federal securities laws for persons who are not affiliates of E79 or Synergy or SpinCo, as applicable, following the Arrangement or within 90 days prior to the Arrangement.

See further details under the section entitled "*Certain Securities Law* Matters – *U.S. Securities Laws*".

Certain Canadian Income Tax Considerations

A summary of certain Canadian federal income tax considerations for E79 Securityholders who participate in the Arrangement is set out under the heading "*Material Income Tax Considerations – Certain Canadian Federal Income Tax Considerations*".

E79 Securityholders should carefully review the tax considerations applicable to them under the Arrangement and are urged to consult their own legal, tax and financial advisors in regard to their particular circumstances.

E79 Securityholders resident outside of Canada should consult their own tax advisors with respect to their particular circumstances.

Risk Factors

E79 Securityholders should be aware that there are various known and unknown risk factors in connection with the Arrangement and the ownership of New E79 Shares and SpinCo Shares or Resulting Issuer Shares following the completion of the Arrangement and the Amalgamation, as applicable. E79 Securityholders should carefully consider the risks identified in this Circular under the heading "*The Arrangement – Risk Factors Relating to the Arrangement*" and under the heading "*Risk Factors*" in *Schedule F – Information Concerning Synergy and SpinCo* before deciding whether or not to approve the Arrangement Resolution.

GENERAL VOTING INFORMATION

Solicitation of Proxies

All costs of solicitation by management will be borne by E79. In addition to the solicitation of proxies by mail, directors, officers and employees may solicit proxies personally, by telephone or facsimile, but will not receive compensation for so doing.

Appointment of Proxy

The individuals named in the accompanying form of proxy (the "**Proxy**") are directors or officers of E79 or E79's counsel and were designated by management of E79 (the "**Management Proxyholder**"). **An E79 Securityholder wishing to appoint some other person, who need not be an E79 Securityholder, to represent the E79 Securityholder at the Meeting has the right to do so, by striking out the names of the Management Proxyholders in the Proxy and inserting such other person's name in the blank space provided in the Proxy or by completing another form of proxy.**

E79 Securityholders may wish to vote by Proxy, whether or not they are able to attend the Meeting in person. E79 Securityholders electing to submit a Proxy may do so by:

(1) completing, dating and signing the enclosed form of proxy and returning it to the Corporation's transfer agent, Odyssey Trust Company ("**Odyssey**") by mail or hand delivery at Odyssey Trust Company, Attn: Proxy Department, Suite 1100, 67 Yonge St., Toronto, ON M5E 1J8; or fax to Odyssey, to the attention of the Proxy Department at 1-800-517-4553 (toll-free within Canada and the U.S.) or 416-263-9524 (international); or

(2) using the internet through the website of Odyssey at https://vote.odysseytrust.com. Registered E79 Securityholders who choose this option must follow the instructions that appear on the screen and refer to the enclosed proxy form for the holder's proxy control number. If you vote by Internet, do not mail this proxy.

A Proxy will not be valid unless the completed, dated and signed form of Proxy is received by Odyssey not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time of the Meeting, or any adjournment thereof.

Revocability of Proxy

A E79 Securityholder who has given a Proxy may revoke it by an instrument in writing:

(1) executed by the E79 Securityholder or by the E79 Securityholder's attorney authorized in writing or, where the E79 Securityholder is a company, by a duly authorized officer or attorney of the company; and

(2) delivered to either:

- Odyssey by mail or hand delivery at Odyssey Trust Company, Attn: Proxy Department, Suite 1100, 67 Yonge St., Toronto, ON M5E 1J8; or fax to Odyssey, to the attention of the Proxy Department at 1-800-517-4553 (toll-free within Canada and the U.S.) or 416-263-9524 (international) at any time up to and including the last business day preceding the day of the Meeting or any adjournment thereof, or

- the chairman of the Meeting on the day of the Meeting or any adjournment thereof.

Only Registered E79 Securityholders have the right to revoke a Proxy. Non-Registered E79 Securityholders who wish to change their vote must, at least seven days before the Meeting, arrange for their respective

Intermediaries to revoke the Proxy on their behalf. A revocation of a Proxy does not affect any matter on which a vote has been taken prior to the revocation.

Exercise Of Discretion

E79 Shares represented by properly executed Proxies in favour of Management Proxyholders will, where a choice with respect to any matter to be acted upon has been specified in the form of Proxy, be voted in accordance with the specification made. In the absence of any such specification, the Proxy will be voted as recommended by management of E79. Where directions are given by the E79 Securityholder in respect of voting for or against any resolution, the Management Proxyholders will do so in accordance with such direction.

The Proxy, when properly signed, confers discretionary authority upon the person named therein as proxyholder with respect to amendments or variations to matters which may be properly brought before the Meeting. At the date of this Circular, management of E79 knows of no such amendments, variations or other matters to come before the Meeting. However, if any other matters, which are not now known to management, should properly come before the Meeting, then the Management Proxyholders intend to vote in accordance with the judgment of management of E79.

Non-Registered Securityholders

Only Registered E79 Securityholders or duly appointed proxyholders are permitted to vote at the Meeting. Most E79 Securityholders of E79 are "non-registered" E79 Securityholders ("**Non-Registered E79 Securityholders"**) because the shares they own are not registered in their names but are instead registered in the name of (a) a brokerage firm, bank, trust company, trustee or administrator of self-administered RRSPs, RRIFs, RESPs and similar plans; or (b) a clearing agency such as CDS & Co. (any of the foregoing, an "**Intermediary**"). If you are a Non-Registered E79 Securityholder, your shares can only be voted by the Intermediary in accordance with instructions received from you.

Non-Registered Holders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Company are referred to as "NOBOs". Those Non-Registered Holders who have objected to their Intermediary disclosing ownership information about themselves to the Company are referred to as "OBOs".

E79 is not relying on the notice and access delivery procedures outlined in NI 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* to distribute copies of proxy-related materials in connection with the Meeting.

In accordance with securities regulatory policy, E79 has distributed copies of Meeting Materials to the Intermediaries for distribution to Non-Registered E79 Securityholders. Each Intermediary has its own form of proxy and mailing procedures. Therefore, if you receive the Meeting Materials from an Intermediary, you should carefully review the voting instructions provided by your Intermediary to ensure that you direct the voting of your shares in accordance with those instructions.

The Company will be paying for Intermediaries to deliver to OBOs (who have not otherwise waived their right to receive proxy-related materials) copies of the proxy-related materials and related documents. Accordingly, an OBO will receive copies of the proxy-related materials and related documents.

The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Investor Communications ("**Broadridge**"), who typically sends a voting instruction form ("**VIF**") to Non-Registered E79 Securityholders requesting them to provide voting instructions. Please note a Broadridge VIF cannot be used to vote directly at the Meeting. If you are a Non-Registered E79 Securityholders with a Broadridge VIF, you must follow the procedures set out by Broadridge, well in advance of the Meeting, for voting directly at the Meeting.

Non-Registered E79 Securityholders who wish to attend the Meeting and indirectly vote as proxyholder for the Registered E79 Securityholder should contact their Intermediary well in advance of the Meeting to determine the steps necessary to permit them to indirectly vote their Shares as a proxyholder.

Notice to E79 Securityholders in the United States

The solicitation of proxies involves securities of an issuer located in Canada and is being effected in accordance with the corporate and securities laws of the Province of British Columbia, Canada. The proxy solicitation rules under the 1934 Act are not applicable to E79 or this solicitation, and this solicitation has been prepared in accordance with the disclosure requirements of applicable Canadian securities laws. E79 Securityholders should be aware that disclosure requirements under the securities laws of the provinces of Canada differ from the disclosure requirements under United States securities laws.

The enforcement by E79 Securityholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that E79 is existing under the BCBCA, certain of its directors and its executive officers are residents of Canada and a substantial portion of its assets and the assets of such persons are located outside the United States. E79 Securityholders may not be able to sue a foreign company or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign company and its officers and directors to subject themselves to a judgment by a United States court.

Quorum

The Articles of E79 provide that a quorum for the transaction of business at any meeting of E79 Shareholders is two E79 Shareholders entitled to vote at the meeting, whether in person or by proxy who hold, in the aggregate, at least 5% of the issued shares entitled to be voted at the meeting.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The authorized share capital of E79 consists of an unlimited number of E79 Shares. As at the Record Date there are: (A) 207,373,844 E79 Shares validly issued and outstanding as fully-paid and non-assessable shares of E79; (B) 7,385,833 E79 Options outstanding; and (C) 9,181,732 E79 Warrants outstanding. Except as disclosed in the previous sentence, there are no options, warrants, conversion privileges, calls or other rights, shareholder rights plans, agreements, arrangements, commitments, or obligations of E79 to issue or sell any shares of E79 or securities or obligations of any kind convertible into, exchangeable for or otherwise carrying the right or obligation to acquire any shares of E79, and no person is entitled to any pre-emptive or other similar right granted by E79.

Registered E79 Shareholders are entitled to receive notice of, and to attend and vote at, all meetings of the E79 Shareholders, and each E79 Share confers the right to one vote at all meetings of the E79 Shareholders.

In addition, E79 Optionholders and E79 Warrantholders are entitled to vote on the basis of one vote per security, collectively as one class with the E79 Shareholders, on the Arrangement Resolution.

E79 Securityholders registered as at April 20, 2026, being the Record Date, are entitled to attend and vote at the Meeting. E79 Securityholders who wish to be represented by proxy at the Meeting must, to entitle the person appointed by the Proxy to attend and vote, deliver their Proxies at the place and within the time set forth in the notes to the Proxy.

To E79's knowledge, as of the Record Date, no persons beneficially own, or controls or directs, directly or indirectly, more than 10% of the outstanding E79 Securities.

PARTICULARS OF MATTERS TO BE ACTED UPON

Approval of the Arrangement

E79 Securityholders will be asked to approve the Arrangement Resolution, the full text of which is attached as Schedule A to this Circular, for a statutory plan of arrangement under Division 5 of Part 9 of the BCBCA which involves, among other things, the distribution of up to 9,000,000 SpinCo Shares to E79 Securityholders pro rata to their holdings of E79 Shares, E79 Options and E79 Warrants, as more fully described in this Circular. If an E79 Option or E79 Warrant ultimately expires or is otherwise terminated prior to its exercise, then E79 will retain the Spin Out Share Exchange Fractions that the holder of such E79 Options or E79 Warrants was entitled to, as applicable, and such shares will be will be rounded down to the nearest whole number and any fraction will be cancelled by SpinCo or the Resulting Issuer, as applicable, upon exercise or expiry of all such E79 Options and E79 Warrants. See "*The Arrangement*" below.

Recommendation

The E79 Board recommends that E79 Securityholders vote FOR the Arrangement Resolution. In the absence of instructions to the contrary, the enclosed proxy will be voted in favour of the Arrangement Resolution.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

Other than as set forth in this Circular, management of E79 is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any director or executive officer of E79, any nominee for election as a director of E79 or any associate or affiliate of any such person, in any matter to be acted upon at the Meeting, other than the election of directors and the appointment of auditor.

Certain directors and officers of E79 are also directors, officers or shareholders of other companies that are similarly engaged in the business of acquiring, developing and exploiting natural resource properties. Such associations to other engaged companies in the resource sector may give rise to conflicts of interest from time to time. As a result, opportunities provided to a director of E79 may not be made available to E79 but, rather, may be offered to a company with competing interests. The directors and senior officers of E79 are required by law to act honestly and in good faith with a view to the best interests of E79 and to disclose any personal interest which they may have in any project or opportunity of E79, and to abstain from voting on such matters.

The directors and officers of E79 are aware of the existence of laws governing the accountability of directors and officers for corporate opportunity and requiring disclosure by the directors of conflicts of interest and E79 will rely upon such laws in respect of any directors' and officers' conflicts of interest or in respect of any breaches of duty by any of its directors and officers.

THE ARRANGEMENT

General

The purpose of the Arrangement is to reorganize E79 and its assets and operations into two separate companies: E79 and SpinCo. Upon the Arrangement becoming effective, E79 Shareholders of record as of the close of business on the Distribution Record Date will become shareholders in both companies and will receive one New E79 Share and one Spin Out Share Exchange Fraction for each E79 Share held by such E79 Shareholder on such date.

The terms of the Arrangement are the result of negotiations between E79 and Synergy.

Reasons for the Arrangement

By completing the Arrangement (and the subsequent Amalgamation), the E79 Board believe that the market will value the Dale Property separate and independent of E79's other business, which should create additional value for the securityholders of E79. The E79 Board believe that the Arrangement is in its best interest for numerous reasons, including the following key reasons:

(1) the Arrangement is expected to provide E79 Securityholders with enhanced value by creating independent investment opportunities in two companies: one with gold exploration stage projects in Peru and the United States, and the other with a gold exploration stage project in Ontario, Canada;

(2) the Arrangement is expected to unlock the value of the Dale Property which is not fully valued in the E79 portfolio and was not planned to be retained or advanced by E79 going forward;

(3) the Arrangement will enable E79 to focus on its core properties in Peru and the United States;

(4) the Arrangement will enable investors, analysts and other stakeholders or potential stakeholders to more accurately value each company and compare the assets to appropriate peers;

(5) E79 Shareholders will benefit by holding shares in two separate public companies (assuming a listing of the Resulting Issuer Shares proceeds as is contemplated);

(6) each company will have a sharper business focus, enabling them to pursue independent business and financing strategies best suited to their respective business plans;

(7) each company will be enabled to pursue independent growth and capital allocation strategies;

(8) each company can be led by experienced executives and directors who have the appropriate skills and experience aligned with assets; and

(9) separating E79 and SpinCo will expand SpinCo's potential shareholder base and provide additional marketing opportunities and access to development capital.

Principal Steps of the Arrangement

The following description is qualified in its entirety by reference to the full text of the Plan of Arrangement, a copy of which is attached as Exhibit I to the Arrangement Agreement attached as Schedule B to this Circular. E79 Securityholders are urged to carefully read the Plan of Arrangement in its entirety.

Commencing at the Effective Time, the following will occur and be deemed to occur in the following chronological order without further act or formality notwithstanding anything contained in the provisions attaching to any of the securities of E79, Synergy or SpinCo:

(1) each E79 Share in respect of which Dissent Rights are validly exercised and for which the Dissenting E79 Shareholder is ultimately entitled to be paid fair market value will be directly transferred and assigned by such Dissenting E79 Shareholder to E79, without any further act or formality and free and clear of any liens, charges and encumbrances of any nature whatsoever, and will be cancelled and cease to be outstanding and such Dissenting E79 Shareholders will cease to have any rights as E79 Shareholders other than the right to be paid the fair value for their E79 Shares by E79 in accordance with the Plan of Arrangement;

(2) Synergy will issue to E79, in consideration for the administrative support provided by E79 to Synergy in connection with the Arrangement and SpinCo or the Resulting Issuer's application to list on the CSE and for agreeing to enter into the Arrangement Agreement, an aggregate of 8,000,000 Synergy Shares at a deemed price of $0.05 per SpinCo Share. The stated capital of the Synergy Shares will be increased by an amount equal to $400,000;

(3) the authorized share structure of E79 will be reorganized and altered by:

- renaming and re-designating all of the issued and unissued E79 Shares as E79 Class A Shares and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held; and

- creating the New E79 Shares, with rights and restrictions identical to those of the E79 Shares immediately prior to the Effective Time;

(4) E79's notice of articles will be amended to reflect the above alterations to its share structure;

(5) each holder of an E79 Option outstanding immediately prior to the Effective Time will receive (and such holder will accept) upon the exercise of such holder's E79 Options, in lieu of each E79 Share to which such holder was theretofore entitled upon such exercise and for the same aggregate consideration payable therefor, one New E79 Shares and one Spin Out Share Exchange Fraction which the holder would have been entitled to receive as a result of the transactions contemplated by the Arrangement Agreement if, immediately prior to the Effective Time, such holder had been the registered holder of the E79 Share to which such holder was theretofore entitled upon exercise of such E79 Option. The E79 Options shall continue to be governed by and be subject to the terms of the E79 Incentive Plan. For greater certainty, no fractional SpinCo Share will be distributed to an E79 Optionholder upon exercise of E79 Options and, as a result, all fractional amounts arising pursuant to the exercise of E79 Options will be rounded down to the next whole number without any compensation therefor;

(6) each holder of an E79 Warrant outstanding immediately prior to the Effective Time shall receive (and such holder shall accept) upon the exercise of such holder's E79 Warrants, in lieu of each E79 Share to which such holder was theretofore entitled upon such exercise and for the same aggregate consideration payable therefor, the one New E79 Share and one Spin Out Share Exchange Fraction which the holder would have been entitled to receive as a result of the transactions contemplated by this Agreement if, immediately prior to the Effective Time, such holder had been the registered holder of the E79 Share to which such holder was theretofore entitled upon exercise of such E79 Warrant. The E79 Warrants shall continue to be governed by and be subject to the terms of the applicable E79 Warrant Certificates. For greater certainty, no fractional SpinCo Share will be distributed to the E79 Warrantholder, upon exercise of E79 Warrants and, as a result, all fractional amounts arising pursuant to the exercise of E79 Warrants will be rounded down to the next whole number without any compensation therefor;

(7) each E79 Class A Share outstanding on the Share Distribution Record Date will be exchanged for: (i) one New E79 Share; and (ii) one Spin Out Share Exchange Fraction. The holders of the E79 Class A Shares will be removed from the central securities register of E79 as the holders of such and will be added to the central securities register of E79 as the holders of the number of New E79 Shares that they have received on the exchange contemplated by this step, and the SpinCo Shares transferred to the then holders of the E79 Class A Shares will be registered in the name of the former holders of the E79 Class A Shares and E79 will provide SpinCo and its registrar and transfer agent notice to make the appropriate entries in the central securities register of SpinCo;

(8) all of the issued E79 Class A Shares will be cancelled with the appropriate entries being made in the central securities register of E79, and the aggregate legal stated capital and paid-up capital (as that term is used for purposes of the Tax Act) of the New E79 Shares will be equal to that of the E79 Shares immediately prior to the Effective Time less the fair market value of the SpinCo Shares distributed on the exchange of E79 Class A Shares pursuant to the Arrangement. Fair market value of the New E79 Shares and the SpinCo Shares will be determined by the E79 Board, acting in good faith;

(9) the E79 Class A Shares, none of which will be issued or outstanding once the steps contemplated above are completed, will be cancelled and the authorized share structure of E79 will be changed by eliminating the E79 Class A Shares; and

(10) the notice of articles of E79 will be amended to reflect the alterations in the preceding paragraph(s).

No fractional SpinCo Shares will be distributed to an E79 Shareholder, E79 Optionholder, or E79 Warrantholder, assuming the exercise of such E79 Options and E79 Warrants, and, as a result, all fractional amounts arising under the Arrangement will be rounded down to the next whole number without any compensation therefor. Any SpinCo Shares not distributed as a result of such rounding down or as a result of the expiry of the E79 Options and E79 Warrants will be retained by E79 and such shares rounded down to the nearest whole number and any fraction will be cancelled by SpinCo or the Resulting Issuer, as applicable, upon exercise or expiry of all such E79 Options and E79 Warrants.

Effect of the Arrangement

As a result of the Arrangement, E79 Shareholders on the Distribution Record Date will no longer hold their E79 Shares, and instead will receive one New E79 Share and one Spin Out Share Exchange Fraction for every one E79 Share held at the Effective Time, and as a result, will hold shares in two companies.

SpinCo will be a reporting issuer in the provinces of British Columbia and Ontario by virtue of the Arrangement.

Directors and Officers of SpinCo

After the Arrangement, the SpinCo Board will be comprised of two (2) directors being James Tworek and Robert Bain. Executive management of SpinCo will consist of James Tworek, as CEO and Corporate Secretary, and Robert Bain, as CFO.

It is the intent of SpinCo (and the Resulting Issuer, after the Amalgamation) to add individuals to the SpinCo Board (and the Resulting Issuer Board, after the Amalgamation) and management to ensure SpinCo (and the Resulting Issuer, after the Amalgamation) has the appropriate amount of local knowledge and skill sets to advance the Dale Property and additional assets of SpinCo (and the Resulting Issuer, after the Amalgamation) may acquire in the future.

For further information on the directors and officers of SpinCo, see "*Directors and Executive Officers*" in *Schedule F – Information Concerning Synergy and SpinCo*.

For further information on the directors and officers of the Resulting Issuer, see "*Board and Management*" in Schedule H.

Recommendation of the E79 Board

The E79 Board approved the Arrangement and recommended and authorized the submission of the Arrangement to the E79 Securityholders and the Court for approval. The E79 Board has concluded that the

Arrangement is in the best interests of E79 and the E79 Securityholders and recommends that E79 Securityholders vote **FOR** the approval of the Arrangement Resolution.

In reaching this conclusion, the E79 Board considered, among other things, the Fairness Opinion, the benefits to E79 and the E79 Securityholders, as well as the financial position, opportunities and outlook for the future potential and operating performance of E79 and SpinCo, respectively.

Fairness of the Arrangement

The E79 Board has reviewed the terms and conditions of the proposed Arrangement and has concluded that the Arrangement is fair and reasonable to the E79 Securityholders and in the best interests of E79.

In arriving at this conclusion, the E79 Board considered, among other matters:

- the financial condition, business and operations of E79, on both a historical and prospective basis, and information in respect of SpinCo on a pro forma basis;

- the procedures by which the Arrangement is to be approved, including the requirement for approval of the Arrangement by (i) 66⅔% of the votes cast on the Arrangement Resolution by E79 Shareholders (other than Dissenting E79 Shareholders) present in person or represented by proxy and entitled to vote at the Meeting, with each E79 Share entitling an E79 Shareholder to one vote; (ii) 66⅔% of the votes cast on the Arrangement Resolution by E79 Securityholders (other than the Dissenting E79 Shareholders) present in person or represented by proxy and entitled to vote at the Meeting, with each E79 Share, each E79 Option and each E79 Warrant entitling an E79 Securityholder to one vote; (iii) a simple majority of the votes cast on the Arrangement Resolution by E79 Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding for the purposes of (iii) the votes in respect of E79 Shares held or controlled by persons described in items (a) through (d) of Section 8.1(2) of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*; and (iv) the Court after a hearing at which fairness to securityholders will be considered;

- the availability of Dissent Rights to Registered E79 Shareholders with respect to the Arrangement;

- the assets to be held by each of E79 and SpinCo after completion of the Arrangement;

- historical information regarding the price of the E79 Shares;

- the tax treatment to E79 Securityholders under the Arrangement;

- SpinCo will be able to concentrate its efforts on exploring the Dale Property, which E79 has no plans to retain or advance, and E79 will be able to concentrate its efforts on the advancement of its properties in Peru and the United States; and

- subject to the assumptions, limitations and qualifications set out in the Fairness Opinion, RwE Growth Partners is of the opinion that, as of April 7, 2026, the Arrangement is fair, from a financial point of view, to the E79 Securityholders.

The E79 Board did not assign a relative weight to each specific factor and each director may have given different weights to different factors. Based on its review of all the factors, the E79 Board considers the Arrangement to be advantageous to E79 and fair and reasonable to the E79 Securityholders. The E79 Board also identified disadvantages associated with the Arrangement including the fact that there will be the additional costs associated with running two companies, the potential that Synergy will not complete the Amalgamation or that the Resulting Issuer Shares will not be listed on a stock exchange, and there is no assurance that the proposed Arrangement will result in positive benefits to E79 Securityholders. See "*The Arrangement – Risk Factors Relating to the Arrangement*".

Fairness Opinion

The E79 Board engaged RwE Growth Partners to prepare and deliver the Fairness Opinion to the E79 Board. RwE Growth Partners has provided the Fairness Opinion to the E79 Board to the effect that, as of April 7, 2026, and subject to the assumptions, limitations and qualifications set out in the Fairness Opinion, including the completion of the March 30, 2026 C$150,000 financing into 142, RwE Growth Partners concluded that the Arrangement provides value to Element79 Securityholders that is at least equal to, and in excess of, the fair market value attributable to Element79 immediately prior to completion of the Arrangement. Accordingly, RwE Growth Partners is of the opinion that the Arrangement is fair, from a financial point of view, to the E79 Securityholders.

In connection with its engagement, RwE Growth Partners conducted a financial analysis of the Arrangement, including a review of the underlying assets, available financial and technical information, and observable market evidence for comparable early-stage mineral properties. RwE Growth Partners also considered the pro forma ownership interests of E79 Securityholders in the Resulting Issuer and evaluated whether such ownership is supported by the relative economic contributions of the parties.

RwE Growth Partners' analysis focused on whether E79 Securityholders are economically disadvantaged as a result of the Arrangement, rather than whether the transaction reflects a strictly proportionate allocation of value among the participating entities. In this regard, RwE Growth Partners assessed the implied value of the Resulting Issuer relative to the value required for E79 Securityholders to be economically indifferent to the Arrangement.

The full text of the Fairness Opinion, setting out the assumptions made, matters considered and limitations and qualifications on the review undertaken in connection with the Fairness Opinion, is attached as Schedule T to this Circular. The summary of the Fairness Opinion described in this Circular is qualified in its entirety by reference to the full text of the Fairness Opinion.

Authority of the E79 Board

By passing the Arrangement Resolution, the E79 Securityholders will also be giving authority to the E79 Board to use its judgment to proceed with and cause E79 to complete the Arrangement or to abandon the Arrangement without any requirement to seek or obtain any further approval of the E79 Securityholders.

The Arrangement Resolution also provides that the terms of the Plan of Arrangement may be amended by the E79 Board before or after the Meeting without further notice to E79 Securityholders, unless directed by the Court. Although the E79 Board has no current intention to amend the terms of the Plan of Arrangement, it is possible that the E79 Board may determine that certain amendments are appropriate, necessary or desirable.

Conditions to the Arrangement

The Arrangement Agreement provides that the consummation of the Arrangement will be subject to the fulfilment or waiver of certain conditions, including the following:

(1) the Interim Order will have been granted in form and substance satisfactory to E79;

(2) the Arrangement Resolution, with or without amendment, will have been approved and adopted at the Meeting in accordance with the Arrangement Provisions, the constating documents of E79, the Interim Order and the requirements of any applicable regulatory authorities;

(3) the Final Order will have been obtained in form and substance satisfactory to each of E79 and Synergy;

(4) the CSE will have conditionally approved the Arrangement, including the listing of the New E79 Shares in substitution for the E79 Shares as of the Effective Date, subject to compliance with the requirements of the CSE;

(5) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders, required, necessary or desirable for the completion of the transactions provided for in the Arrangement Agreement and the Plan of Arrangement will have been obtained or received, each in form acceptable to each of E79 and Synergy;

(6) there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by the Arrangement Agreement and the Plan of Arrangement;

(7) no law, regulation or policy will have been proposed, enacted, promulgated or applied which interferes or is inconsistent with the completion of the Arrangement and Plan of Arrangement, including any material changes to the Tax Act, which would reasonably be expected to have a material adverse effect on any of E79, the E79 Securityholders or SpinCo if the Arrangement if completed;

(8) Notices of Dissent will not have been delivered by E79 Shareholders holding greater than 2% of the outstanding E79 Shares; and

(9) the Arrangement Agreement will not have been terminated as provided for therein.

Except for the conditions set forth in (1), (2), (3), (4), or (9) above, which may not be waived, any of the other conditions may be waived by either E79 or Synergy at its discretion. As soon as practicable after the fulfilment (or waiver) of the conditions contained in the Arrangement Agreement, the E79 Board intends to cause a copy of the Final Order to be filed with the Registrar under the BCBCA, together with such other material as may be required by the Registrar in order that the Arrangement will become effective.

Management of E79 expects that any material consents, orders and approvals required for the completion of the Arrangement will be obtained prior to the Effective Date in the ordinary course upon application therefor.

Court Approval and Completion of the Arrangement

The Arrangement requires the approval of the Court under the BCBCA. Prior to mailing this Circular, E79 obtained the Interim Order authorizing the calling and holding of the Meeting and providing for certain other procedural matters. The Interim Order is attached as Schedule C. The Notice of Hearing of Petition in respect of the Final Order is attached as Schedule D.

Assuming approval of the Arrangement Resolution by the E79 Securityholders at the Meeting, E79 intends to make an application to the Court for the Final Order on May 27, 2026 at 800 Smithe Street, Vancouver, British Columbia, or as soon as is reasonably practicable and in the manner directed by the Court.

At the hearing, any E79 Securityholder or other interested party who wishes to participate, to appear, to be represented, and/or to present evidence or arguments may do so, subject to filing with the Court and serving upon E79 a response to petition together with any evidence or materials that such party intends to present to the Court on or before 4:00 p.m. (Vancouver time) on May 22, 2026. Service of such notice will be effected by service upon litigation counsel for E79: MLT Aikins LLP, 2600 – 1066 West Hastings Street, Vancouver, British Columbia V6E 3X1, Attention: Katelyn Jones, Partner.

The Court has broad discretion under the BCBCA when making orders in respect of arrangements, and the Court may approve the Arrangement as proposed or as amended in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court thinks appropriate. The Court, in

hearing the application for the Final Order, will consider, among other things, the fairness of the terms and conditions of the Arrangement to E79 Securityholders. The Court will be advised prior to the hearing for the Final Order that if the terms and conditions of the Arrangement are approved by the Court, such approval will be relied upon in seeking an exemption from the registration requirements of the 1933 Act, pursuant to Section 3(a)(10) thereof, with respect to the offer and sale of the securities to be issued (or deemed to be issued) pursuant to the Arrangement.

For further information regarding the Court hearing and your rights in connection with the Court hearing, see the Notice of Hearing of Petition attached as Schedule D to this Circular. The Notice of Hearing of Petition constitutes notice of the Court hearing of the application for the Final Order and is your only notice of the Court hearing.

It is currently anticipated that the Effective Date of the Arrangement will occur in May of 2026, but it is not possible to state with certainty when or if the closing of the Arrangement will occur.

Although E79's objective is to have the Effective Date occur as soon as possible after the Meeting, the Effective Date could be delayed for a number of reasons, including, but not limited to, an objection before the Court at the hearing of the application for the Final Order or any delay in obtaining any required approvals or clearances, including approval from the CSE. E79 may determine not to complete the Arrangement without prior notice to or action on the part of E79 Securityholders.

Securityholder Approval of the Arrangement

Subject to any further order(s) of the Court, the Arrangement must be approved by at least 66⅔% of the votes cast by E79 Securityholders present, in person or by proxy, and entitled to vote at the Meeting.

In the absence of any instruction to the contrary, the E79 Shares represented by Proxies appointing the Management Proxyholders named in the Proxy will be voted in favour of the Arrangement Resolution.

Proposed Timetable for the Arrangement

The E79 Board currently expects that the Distribution Record Date and Effective Date will occur in May of 2026. Notice of the actual Distribution Record Date and Effective Date will be made through one or more news releases issued by E79. The E79 Board will determine each of the Distribution Record Date and Effective Date upon satisfaction or waiver, as applicable, of the conditions to the Arrangement.

Distribution of Share Certificates

The Letter of Transmittal, which letter accompanies this Circular, will be used by the Registered E79 Shareholders to exchange their certificates/DRS statements representing E79 Shares for share certificates/DRS statements representing the New E79 Shares and share certificates/DRS statements representing the SpinCo Shares. Until exchanged, each share certificate/DRS statement representing E79 Shares will, after the Effective Time, represent only the right to receive, upon surrender, share certificates/DRS statements representing the requisite numbers of New E79 Shares and SpinCo Shares. E79 Shareholders will not receive any fractional SpinCo Shares. Any fractional SpinCo Shares will be rounded down to the nearest whole number and E79 Shareholders will not receive any compensation in lieu thereof.

Cancellation of Rights After Six Years

E79 Shareholders who fail to submit their certificates/DRS statements representing E79 Shares together with a duly completed Letter of Transmittal and any other documents required by the Depositary on or before the sixth anniversary of the Effective Date will cease to have any right or claim against or interest of any kind or nature in E79 or SpinCo (or the Resulting Issuer after the Amalgamation). **Accordingly,**

persons who tender certificates/DRS statements for E79 Shares after the sixth anniversary of the Effective Date will not receive any New E79 Shares or SpinCo Shares (or the Resulting Issuer Shares after the Amalgamation), will not own any interest in E79 or SpinCo (or the Resulting Issuer after the Amalgamation) and will not be paid any cash or other compensation in lieu thereof.

Expenses of the Arrangement

Synergy's costs relating to the Arrangement, including, without limitation, financial advisory, accounting and legal fees of Synergy, will be borne by Synergy, SpinCo and the Resulting Issuer, as applicable. Synergy received loans in the aggregate amount of $289,833 from 142 between September 2023 and June 2025, to fund certain costs associated with the Arrangement and the Amalgamation.

E79's costs relating to the Arrangement, including, without limitation, financial advisory, accounting and legal fees of E79, will be borne by E79.

Risk Factors Relating to the Arrangement

The following risk factors should be considered by E79 Securityholder in evaluating whether to approve the Arrangement Resolution. These risk factors should be considered in conjunction with the other information included in this Circular and the risk factors disclosed under the heading "*Risk Factors*" in *Schedule F – Information Concerning Synergy and SpinCo*.

E79, Synergy, SpinCo and the Resulting Issuer should each be considered as highly speculative investments and the transactions contemplated herein should be considered of a high-risk nature. E79 Securityholders should carefully consider all of the information disclosed in this Circular prior to voting on the matters being put before them at the Meeting.

The completion of the Arrangement is subject to a number of conditions precedent, certain of which are outside the control of E79 and Synergy, including receipt of E79 Securityholder approval at the Meeting and receipt of the Final Order. There can be no certainty, nor can E79 or Synergy provide any assurance, that these conditions will be satisfied or, if satisfied, when they will be satisfied.

In addition to the other information presented in this Circular (without limitation, see also "*Risk Factors*" in *Schedule F – Information Concerning Synergy and SpinCo*) the following risk factors should be given special consideration:

- The trading price of E79 Shares on the Effective Date may vary from the price as at the date of execution of the Arrangement Agreement, the date of this Circular and the date of the Meeting and may fluctuate depending on investors' perceptions of the merits of the Arrangement.

- The number of SpinCo Shares being distributed in connection with the Arrangement will not change despite decreases or increases in the market price of the E79 Shares. Many of the factors that affect the market price of the E79 Shares are beyond the control of E79. These factors include fluctuations in commodity prices, fluctuations in currency exchange rates, changes in the regulatory environment, adverse political developments, prevailing conditions in the capital markets and interest rate fluctuations.

- There is no assurance that the Arrangement will be completed or that, if completed, the SpinCo Shares or Resulting Issuer Shares, as applicable, will be listed and posted for trading on any stock exchange, in which case there will be limited liquidity for the holders of SpinCo Shares or Resulting Issuer Shares, as applicable.

- There is no assurance that the Arrangement can be completed as proposed or without E79 Shareholders exercising their dissent rights in respect of a substantial number of E79 Shares.

- There is no assurance that the businesses of E79 or SpinCo or the Resulting Issuer, assuming completion of the Amalgamation, will be successful.

- There is no assurance that SpinCo, after completing the Arrangement, will be able to complete the Amalgamation or list the SpinCo Shares or the Resulting Issuer Shares on a recognized stock exchange.

- While E79 believes that the SpinCo Shares to be distributed to E79 Shareholders pursuant to the Arrangement will not be subject to any resale restrictions (except for securities held by control persons and except for any restrictions flowing from current restrictions associated with an E79 Shareholder's E79 Shares), there is no assurance that this is the case, and each E79 Shareholder is urged to obtain appropriate legal advice regarding applicable securities legislation.

- The transactions may give rise to significant adverse tax consequences to E79 Securityholders and each such E79 Securityholder is urged to consult his, her or its own tax advisor.

- Certain costs related to the Arrangement, such as legal and accounting fees, must be paid by E79 even if the Arrangement is not completed.

Effects of the Arrangement on Shareholders' Rights

As a result of the Arrangement, E79 Shareholders will continue to be shareholders of E79 and will also be shareholders of SpinCo. The rights of E79 Shareholders in E79 will not be affected by the Arrangement. The rights of E79 Shareholders in SpinCo will be governed by the BCBCA and articles of SpinCo. E79 Shareholders of E79 and SpinCo will have the same rights afforded to them by the BCBCA, as both E79 and SpinCo are British Columbia corporations, subject to the articles of each company.

DISSENT RIGHTS

The following is a summary of the provisions of the BCBCA relating to an E79 Shareholder's dissent and appraisal rights in respect of the Arrangement Resolution. Such summary is not a comprehensive statement of the procedures to be followed by a Dissenting E79 Shareholder who seeks payment of the fair value of their or its E79 Shares and is qualified in its entirety by reference to the full text of sections 237 to 247 of the BCBCA, as modified by the Plan of Arrangement, the Interim Order and the Final Order (collectively, the "**Dissent Procedures**").

The statutory provisions dealing with the right of dissent are technical and complex. Any Dissenting E79 Shareholders should seek independent legal advice, as failure to comply strictly with the provisions of sections 237 to 247 of the BCBCA, which is attached to this Circular as Schedule E, as modified by the Plan of Arrangement, the Interim Order and the Final Order, may result in the loss of all Dissent Rights.

The Interim Order expressly provides Registered E79 Shareholders with the right to dissent with respect to the Arrangement Resolution. Each Dissenting E79 Shareholder is entitled to be paid the fair value (determined as of the close of business on the day before the Effective Date of all but not less than all, of the holder's E79 Shares), provided that the holder duly dissents to the Arrangement Resolution and the Arrangement becomes effective.

In many cases, E79 Shares beneficially owned by a holder are registered either (a) in the name of an Intermediary that the Non-Registered E79 Shareholder deals with in respect of such shares, such as, among others, banks, trust companies, securities brokers, trustees and other similar entities, or (b) in the name of a depositary, such as CDS & Co., of which the Intermediary is a participant. Accordingly, a Non-Registered E79 Shareholder will not be entitled to exercise his, her, their or its rights of dissent directly (unless the E79 Shares are re-registered in the Non-Registered E79 Shareholder's name).

With respect to E79 Shares in connection to the Arrangement, pursuant to the Interim Order, a Registered E79 Shareholder may exercise rights of dissent under Division 2 of Part 8 of the BCBCA, as modified by the Plan of Arrangement, the Interim Order and the Final Order, provided that, notwithstanding section 242(2)of the BCBCA, the written objection to the Arrangement Resolution must be sent to E79 at Suite 1100, 1111 Melville Street, Vancouver BC, Canada V6E 3V6, Attention: Monita Faris, by not later than 10:00 a.m. (Vancouver time) on May 19, 2026, or, if the Meeting is adjourned, at least 48 business hours before the beginning of any adjournment to the Meeting.

To exercise Dissent Rights, an E79 Shareholder must dissent with respect to all E79 Shares of which it is the registered and beneficial owner. A Registered E79 Shareholder who wishes to dissent must deliver written notice of dissent ("**Notice of Dissent**") to E79 as set forth above and such Notice of Dissent must strictly comply with the requirements of section 242 of the BCBCA. Any failure by an E79 Shareholder to fully comply with the provisions of the BCBCA, as modified by the Plan of Arrangement, the Interim Order and the Final Order, may result in the loss of that holder's Dissent Rights. Non-Registered E79 Shareholders who wish to exercise Dissent Rights must cause each Registered E79 Shareholder holding their E79 Shares to deliver the Notice of Dissent, or, alternatively, make arrangements to become a Registered E79 Shareholder.

To exercise Dissent Rights, a Registered E79 Shareholder must prepare a separate Notice of Dissent for himself, herself or itself, if dissenting on his, her or its own behalf, and for each other Non-Registered E79 Shareholder who beneficially owns E79 Shares registered in the E79 Shareholder's name and on whose behalf the E79 Shareholder is dissenting; and must dissent with respect to all of the E79 Shares registered in his, her or its name or if dissenting on behalf of a Non-Registered E79 Shareholder, with respect to all of the E79 Shares registered in his, her, their or its name and beneficially owned by the Non-Registered E79 Shareholder on whose behalf the E79 Shareholder is dissenting. The Notice of Dissent must set out the number of E79 Shares in respect of which the Dissent Rights are being exercised (the "**Notice Shares**") and: (a) if such E79 Shares constitute all of the E79 Shares of which the E79 Shareholder is the registered and beneficial owner and the E79 Shareholder owns no other E79 Shares beneficially, a statement to that effect; (b) if such E79 Shares constitute all of the E79 Shares of which the E79 Shareholder is both the registered and beneficial owner, but the E79 Shareholder owns additional E79 Shares beneficially, a statement to that effect and the names of the Registered E79 Shareholders, the number of E79 Shares held by each such Registered E79 Shareholder and a statement that written notices of dissent are being or have been sent with respect to such other E79 Shares; or (c) if the Dissent Rights are being exercised by a Registered E79 Shareholder who is not the beneficial owner of such E79 Shares, a statement to that effect and the name of the Non-Registered E79 Shareholder and a statement that the Registered E79 Shareholder is dissenting with respect to all E79 Shares of the Non-Registered E79 Shareholder registered in such registered holder's name.

If the Arrangement Resolution is approved by E79 Shareholders, and E79 notifies a registered holder of Notice Shares of E79's intention to act upon the Arrangement Resolution pursuant to section 243 of the BCBCA, in order to exercise Dissent Rights such E79 Shareholder must, within one month after E79 gives such notice, send to E79 a written notice that such holder requires the purchase of all of the Notice Shares in respect of which such holder has given Notice of Dissent. Such written notice must be accompanied by the certificate or certificates representing those Notice Shares (including a written statement prepared in accordance with section 244(1)(c) of the BCBCA if the dissent is being exercised by the E79 Shareholder on behalf of a Non-Registered E79 Shareholder), whereupon, subject to the provisions of the BCBCA relating to the termination of Dissent Rights, the E79 Shareholder becomes a Dissenting E79 Shareholder, and is bound to sell and E79 is bound to purchase those E79 Shares. Such Dissenting E79 Shareholder may not vote, or exercise or assert any rights of an E79 Shareholder in respect of such Notice Shares, other than the rights set forth in Division 2 of Part 8 of the BCBCA, as modified by the Plan of Arrangement, the Interim Order and the Final Order. A vote against the Arrangement Resolution, an abstention, or the execution of a proxy to vote against the Arrangement Resolution, does not constitute a Dissent Notice.

Dissenting E79 Shareholders who are:

- ultimately are entitled to be paid fair value for their E79 Shares, will be entitled to be paid the fair value of such E79 Shares, and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such E79 Shares; or

- ultimately are not entitled, for any reason, to be paid fair value for such E79 Shares will be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of E79 Shares; but in no case will E79 be required to recognize such persons as holding E79 Shares on or after the Effective Date.

If a Dissenting E79 Shareholder is ultimately entitled to be paid for their Dissent Shares, such Dissenting E79 Shareholder may enter into an agreement with E79 for the fair value of such Dissent Shares. If such Dissenting E79 Shareholder does not reach an agreement, such Dissenting E79 Shareholder, or E79, may apply to the Court, and the Court may determine the payout value of the Dissent Shares and make consequential orders and give directions as the Court considers appropriate. There is no obligation on E79 to make an application to the Court. The Dissenting E79 Shareholder will be entitled to receive the fair value that the E79 Shares had as of the close of business on the day before the Effective Date. After a determination of the fair value of the Dissent Shares, E79 must then promptly pay that amount to the Dissenting E79 Shareholder.

In no case will E79, the Depositary or any other person be required to recognize Dissenting E79 Shareholders as E79 Shareholders after the Effective Time, and the names of such Dissenting E79 Shareholders will be deleted from the central securities register as E79 Shareholders at the Effective Time.

In no circumstances will E79 or any other person be required to recognize a person as a Dissenting E79 Shareholder: (i) unless such person is the holder of the E79 Shares in respect of which Dissent Rights are purported to be exercised immediately prior to the Effective Time; (ii) if such person has voted or instructed a proxy holder to vote such Notice Shares in favour of the Arrangement Resolution; or (iii) unless such person has strictly complied with the procedures for exercising Dissent Rights set out in Division 2 of Part 8 of the BCBCA, as modified by the Plan of Arrangement, the Interim Order and the Final Order and does not withdraw such Notice of Dissent prior to the Effective Time.

Dissent Rights with respect to Notice Shares will terminate and cease to apply to the Dissenting E79 Shareholder if, before full payment is made for the Notice Shares, the Arrangement in respect of which the Notice of Dissent was sent is abandoned or by its terms will not proceed, a court permanently enjoins or sets aside the corporate action approved by the Arrangement Resolution, or the Dissenting E79 Shareholder withdraws the Notice of Dissent with E79's written consent. If any of these events occur, E79 must return the share certificates or DRS statements representing the E79 Shares to the Dissenting E79 Shareholder and the Dissenting E79 Shareholder regains the ability to vote and exercise its rights as an E79 Shareholder.

If you dissent, there can be no assurance that the amount you receive as fair value for your E79 Shares will be more than or equal to the consideration paid under the Arrangement.

Each E79 Shareholder wishing to avail himself, herself or itself of the Dissent Rights should carefully consider and comply with the provisions of the Interim Order and sections 237 to 247 of the BCBCA, which are attached to this Circular as Schedule C and E, respectively, and seek his, her, their or its own legal advice.

The Arrangement Agreement provides that, unless otherwise waived, it is a condition to the obligations of E79 and Synergy to complete the Arrangement that, on or before the Effective Date, holders of not more than an aggregate of 2% of the issued and outstanding E79 Shares will have exercised Dissent Rights. If

the number of outstanding E79 Shares in respect of which Dissent Rights have been exercised exceeds 2%, the Arrangement will not proceed unless either E79 or Synergy waives such condition at its discretion.

The above is only a summary of the Dissent Procedures which are technical and complex. If you are a Registered E79 Shareholder and wish to exercise your Dissent Rights, you should seek your own legal advice as failure to strictly comply with the Dissent Procedures, will result in the loss of your Dissent Rights. For a general summary of certain income tax implications to a Dissenting E79 Shareholder, see "*Material Income Tax Considerations – Certain Canadian Federal Income Tax Considerations –Holders Resident in Canada – Dissenting Resident Holders*" and "*Material Income Tax Considerations – Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Dissenting Non-Resident Holders*".

CERTAIN SECURITIES LAW MATTERS

The following discussion is only a general overview of certain requirements of Canadian and U.S. securities laws applicable to trades in securities of E79, SpinCo or the Resulting Issuer. All holders of securities are urged to consult with their own legal counsel to ensure that any resale of their securities of E79, SpinCo or the Resulting Issuer complies with applicable securities legislation.

Canadian Securities Laws

Stock Exchange Listing and Reporting Issuer Status

E79 is a reporting issuer in British Columbia and Ontario. The E79 Shares currently trade on the CSE in Canada, the OTCQB in the United States and on the Frankfurt Stock Exchange.

SpinCo will be a reporting issuer in the provinces of British Columbia and Ontario by virtue of the Arrangement but the SpinCo Shares will not trade on any stock market upon completion of the Arrangement.

The CSE has conditionally approved the listing of the Resulting Issuer Shares on the CSE. Listing will be subject to the completion of the Amalgamation. SpinCo intends to use commercially reasonable efforts to meet the initial listing requirements under the policies of the CSE and to obtain approval of the listing of the Resulting Issuer Shares. Listing of the Resulting Issuer Shares will be subject to satisfying all of the CSE's initial listing requirements and may not occur as planned or at all.

The CSE has conditionally approved the Arrangement. The Arrangement will be subject to E79 and SpinCo fulfilling all of the requirements of the CSE.

Securities Law Exemptions

The distribution of the SpinCo Shares pursuant to the Arrangement will constitute a distribution of securities which is exempt from prospectus requirements of applicable Canadian securities legislation. With certain exceptions, the SpinCo Shares or Resulting Issuer Shares may generally be resold in each of the provinces of Canada provided (i) the trade is not a "control distribution" as defined in National Instrument 45-102 – *Resale of Securities* of the Canadian Securities Administrators, (ii) no unusual effort is made to prepare the market or create a demand for those securities, (iii) no extraordinary commission or consideration is paid to a person or company in respect of the trade and, (iv) if the selling security holder is an insider or officer of SpinCo or the Resulting Issuer, the insider or officer has no reasonable grounds to believe that SpinCo or the Resulting Issuer is in default of securities legislation.

U.S. Securities Laws

The following discussion is only a general overview of certain requirements of the 1933 Act applicable to the resale of the securities issued (or deemed to be issued) to E79 Securityholders

pursuant to the Arrangement. All holders of such securities are urged to consult with counsel to ensure that the resale of their securities complies with applicable securities legislation.

The securities to be issued (or deemed to be issued), including any SpinCo Shares delivered as part of the consideration for the Arrangement, to E79 Shareholders in exchange for their E79 Shares pursuant to the Arrangement described in this Circular have not been and will not be registered under the 1933 Act or any U.S. state securities laws, and are being issued (or will be deemed issued) in reliance on the exemption from registration under the 1933 Act set forth in Section 3(a)(10) thereof and exemptions provided under the securities laws of any state of the United States in which the E79 Shareholders reside. Section 3(a)(10) of the 1933 Act provides an exemption from registration under the 1933 Act for offers and sales of securities issued in exchange for one or more *bona fide* outstanding securities where the terms and conditions of the issuance and exchange of such securities (including the overall consideration to be received) have been approved by a court authorized to grant such approval after a hearing upon the fairness of the terms and conditions of the issuance and exchange at which all persons to whom the securities will be issued have the right to appear and receive timely notice thereof. The Court is authorized to conduct a hearing at which the fairness of the terms and conditions of the Arrangement will be considered. The Court issued the Interim Order on April 17, 2026, and, subject to the approval of the Arrangement by the E79 Securityholders at the Meeting to be held on May 21, 2026, it is expected that the hearing on the Arrangement will be held by the Court on May 27, 2026 at the Law Courts, 800 Smithe Street, Vancouver, British Columbia. All E79 Securityholders are entitled to appear and be heard at this hearing. The Final Order will constitute a basis for the exemption from the registration requirements of the 1933 Act provided by Section 3(a)(10) thereof with respect to the securities to be issued (or deemed to be issued) pursuant to the Arrangement. Prior to the hearing on the Final Order, the Court will be informed of this effect of the Final Order.

For purposes of U.S. securities laws, the Arrangement is intended to constitute a single integrated exchange in which E79 Shareholders surrender their existing E79 Shares and receive, in exchange, a package of securities consisting of New E79 Shares and SpinCo Shares, with the Court approving the substantive and procedural fairness of that exchange.

The exemption from the registration requirements of the 1933 Act provided by Section 3(a)(10) thereof does not exempt the issuance of securities upon the exercise of securities that were previously distributed or issued, as applicable, pursuant to Section 3(a)(10) of the 1933 Act. Therefore, the New E79 Shares and SpinCo Shares or Resulting Issuer Shares issuable upon exercise of the E79 Options or E79 Warrants following the Effective Time may not be distributed or issued, as applicable, in reliance upon the exemption from the registration requirements of the 1933 Act provided by Section 3(a)(10) thereof and the E79 Options and E79 Warrants may be exercised following the Effective Time only pursuant to an available exemption from the registration requirements of the 1933 Act and applicable state securities laws. Prior to the issuance or distribution, as applicable, of New E79 Shares and SpinCo Shares or Resulting Issuer Shares pursuant to any such exercise after the Effective Time, E79, Spinco or the Resulting Issuer may require evidence (which may include in opinion of counsel) reasonably satisfactory to E79, Spinco or the Resulting Issuer to the effect that the issuance or distribution, as applicable, of such New E79 Shares and SpinCo Shares or Resulting Issuer Shares do not require registration under the 1933 Act or applicable state securities laws.

The SpinCo Shares and New E79 Shares to be delivered to E79 Shareholders pursuant to the Arrangement will be freely tradable under the 1933 Act, except by persons who are “affiliates” of E79 or SpinCo after the Arrangement or were affiliates of E79 or Synergy within 90 days prior to completion of the Arrangement. Persons who may be deemed to be “affiliates” of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through ownership of voting securities, by contract or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer. Any resale of such securities by such an affiliate (or, if applicable, former affiliate) may be subject to the registration requirements of the 1933 Act, absent an exemption therefrom. Subject to certain limitations, such affiliates (and former affiliates) may immediately resell such securities outside the United States without registration under the 1933 Act pursuant to and in accordance

with Regulation S under the 1933 Act. Such securities may also be resold in transactions completed in accordance with Rule 144 under the 1933 Act, if available.

- *Resale of SpinCo Shares, Resulting Issuer Shares and New E79 Shares Pursuant to Regulation S.* In general, under Regulation S, persons who are affiliates of SpinCo, the Resulting Issuer or E79, as applicable, at the time of their resale of SpinCo Shares, Resulting Issuer Shares or New E79 Shares, as applicable, solely by virtue of their status as an officer or director of SpinCo, the Resulting Issuer or E79, as applicable, may sell SpinCo Shares, Resulting Issuer Shares or New E79 Shares, as applicable, outside of the United States in an "offshore transaction" (which would include a sale through the Toronto Stock Exchange, TSX Venture Exchange or CSE, if applicable) if neither the seller nor any person acting on its behalf engages in "directed selling efforts" in the United States and no selling commission, fee or other remuneration is paid in connection with such sale other than a usual and customary broker's commission. For purposes of Regulation S, "directed selling efforts" means "any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the securities being offered" in the sale transaction. Certain additional restrictions are applicable to a holder of SpinCo Shares, Resulting Issuer Shares or New E79 Shares who are an affiliate of SpinCo, the Resulting Issuer or E79, as applicable, at the time of their resale of SpinCo Shares, Resulting Issuer Shares or New E79 Shares, as applicable, other than by virtue of his or her status as an officer or director of SpinCo, the Resulting Issuer or E79, as applicable.

- *Resale of SpinCo Shares, Resulting Issuer Shares and New E79 Shares Pursuant to Rule 144.* In general, under Rule 144 under the 1933 Act, if available, persons who are affiliates of Synergy, SpinCo, the Resulting Issuer or E79, as applicable, at the time of, or within 90 days before, their resale of SpinCo Shares, Resulting Issuer Shares or New E79 Shares, or who were affiliates of Synergy, SpinCo, the Resulting Issuer or E79, as applicable, within 90 days prior to the Effective Date, will be entitled to sell SpinCo Shares, Resulting Issuer Shares or New E79 Shares, as applicable, in the United States, provided that during any three-month period, the number of such SpinCo Shares, Resulting Issuer Shares or New E79 Shares, as applicable, sold does not exceed the greater of one percent of the then outstanding securities of such class or, if such securities are listed on a United States securities exchange, the average weekly trading volume of such securities during the four-week period preceding the date of sale, subject to specified restrictions on manner of sale, notice requirements, aggregation rules and the availability of current public information about SpinCo, the Resulting Issuer or E79, as applicable.

MATERIAL INCOME TAX CONSIDERATIONS

THE TAX CONSEQUENCES OF THE ARRANGEMENT MAY VARY DEPENDING UPON THE PARTICULAR CIRCUMSTANCES OF EACH SECURITYHOLDER AND OTHER FACTORS. ACCORDINGLY, SECURITYHOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS TO DETERMINE THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE ARRANGEMENT.

Certain Canadian Federal Income Tax Considerations

In the opinion of MLT Aikins LLP, tax counsel to E79, the following is as of the date hereof a general summary of the principal Canadian federal income tax considerations under the Tax Act relating to the Arrangement generally applicable to a beneficial owner of E79 Shares who, for the purposes of the Tax Act and at all relevant times: (i) acquires and holds E79 Shares, and will hold E79 Class A Shares, New E79 Shares and SpinCo Shares or Resulting Issuer Shares, as capital property, and (ii) is not affiliated with and deals at arm's length with E79 and SpinCo or the Resulting Issuer (each a "**Holder**"). An E79 Share, E79 Class A Share, New E79 Share or SpinCo Share or Resulting Issuer Share generally will be capital property to a Holder unless such share is held (or will be held) in the course of carrying on a business of trading in or dealing in securities, or it has been acquired (or will be acquired) in a transaction or transactions considered to be an adventure or concern in the nature of trade.

This summary is not applicable to a Holder: (a) that is a "financial institution" for purposes of the "mark-to-market rules" in the Tax Act; (b) an interest in which is a "tax shelter investment" as defined in the Tax Act; (c) that is a "specified financial institution" as defined in the Tax Act; (d) that has made a "functional currency" election under the Tax Act to determine its "Canadian tax results", as defined in the Tax Act, in a currency other than the Canadian currency; or (e) who enters into, or has entered into, a "derivative forward agreement" or "synthetic disposition arrangement" as those terms are defined in the Tax Act, with respect to an E79 Share, an E79 Class A Share, a New E79 Share, or a SpinCo Share or Resulting Issuer Share. Any such Holder to which this summary does not apply should consult its own tax advisor.

Additional considerations, not discussed herein, may apply to a Holder that is a corporation resident in Canada, and is, or becomes, or does not deal at arm's length for purposes of the Tax Act with a corporation resident in Canada that is or becomes, as part of a transaction or event or series of transactions or events that includes the Arrangement, controlled by a non-resident person or a group of non-resident persons that do not deal with each other at arm's length for purposes of the "foreign affiliate dumping" rules in section 212.3 of the Tax Act. Such Holders should consult their own tax advisors with respect to the consequences of participating in the Arrangement as herein provided.

This summary is based on the current provisions of the Tax Act, all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) ("**Tax Proposals**") before the date of this Circular, and the current published administrative policies and assessing practices of the CRA. No assurance can be given that the Tax Proposals will be enacted in the form proposed or at all. Except as mentioned above, this summary does not take into account or anticipate any changes in law, whether by legislative, administrative or judicial decision or action, nor does it take into account provincial, territorial or foreign income tax legislation or considerations, which may differ significantly from the Canadian federal income tax considerations discussed herein.

This summary is not exhaustive of all possible Canadian federal income tax considerations, is of a general nature only, and is not intended, nor should it be construed, to be legal or tax advice to any particular Holder. Accordingly, Holders should consult their own tax advisors about the specific tax consequences to them of the Arrangement and of holding and disposing of New E79 Shares, SpinCo Shares or Resulting Issuer Shares.

Holders Resident in Canada

This portion of the summary is generally applicable to a Holder who, for purposes of the Tax Act and at all relevant times, is or is deemed to be, a resident of Canada (a "**Resident Holder**").

Resident Holders that might not otherwise be considered to hold their E79 Shares, E79 Class A Shares, New E79 Shares, SpinCo Shares or Resulting Issuer Shares as capital property may, in certain circumstances, be entitled to have such shares and all other "Canadian securities" (as defined in the Tax Act) owned in the taxation year of the election and all subsequent taxation years deemed to be capital property by making the irrevocable election permitted by subsection 39(4) of the Tax Act. Such Resident Holders should consult their own tax advisors as to whether an election under subsection 39(4) of the Tax Act is available and advisable in their particular circumstances.

Change of Identifying Name of E79 Shares to E79 Class A Shares and Capital Alteration

The change of the identifying name of the E79 Shares to E79 Class A Shares combined with a change to the voting rights attaching to the E79 Shares may result in a disposition of the E79 Shares for purposes of the Tax Act. The cost to the Resident Holder of the E79 Class A Shares will be deemed to be the adjusted cost base of the E79 Shares to the Resident Holder and the Resident Holder will be deemed to have disposed of the E79 Shares for proceeds of disposition equal to the cost to the Resident Holder of the E79 Class A Shares. As a result, no capital gain or a capital loss will be realized by the Resident Holder.

Exchange of E79 Class A Shares for New E79 Shares and SpinCo Shares

A Resident Holder who exchanges E79 Class A Shares for New E79 Shares and SpinCo Shares pursuant to the Arrangement (the "**Share Exchange**") will be deemed to have received a taxable dividend equal to the amount, if any, by which the fair market value of the SpinCo Shares distributed to the Resident Holder pursuant to the Share Exchange at the time of the Share Exchange exceeds the "paid-up capital" ("**PUC**") of the Resident Holder's E79 Class A Shares determined at that time. Any such taxable dividend will be taxable as described below under "*Holders Resident in Canada – Taxation of Dividends on New E79 Shares, SpinCo Shares or Resulting Issuer Shares*". However, E79 expects that the fair market value of all SpinCo Shares distributed pursuant to the Share Exchange under the Arrangement will not exceed the PUC of the E79 Shares. Accordingly, E79 does not expect that any Resident Holder will be deemed to receive a taxable dividend on the Share Exchange.

A Resident Holder who exchanges E79 Class A Shares for New E79 Shares and SpinCo Shares on the Share Exchange will realize a capital gain equal to the amount, if any, by which the fair market value of those SpinCo Shares at the effective time of the Share Exchange, less the amount of any taxable dividend deemed to be received by the Resident Holder as described in the preceding paragraph, exceeds the adjusted cost base ("**ACB**") of the Resident Holder's E79 Class A Shares determined immediately before the Share Exchange. Any capital gain so realized will be taxable as described below under "*Holders Resident in Canada - Taxation of Capital Gains and Capital Losses*".

The Resident Holder will acquire the SpinCo Shares received on the Share Exchange at a cost equal to their fair market value as at the effective time of the Share Exchange, and the New E79 Shares received on the Share Exchange at a cost equal to the amount, if any, by which the ACB of the Resident Holder's E79 Class A Shares immediately before the Share Exchange exceeds the fair market value of the SpinCo Shares as at the effective time of the Share Exchange.

Taxation of Dividends on New E79 Shares, SpinCo Shares or Resulting Issuer Shares

Dividends received or deemed to be received on New E79 Shares, SpinCo Shares or Resulting Issuer Shares by a Resident Holder that is an individual (other than certain trusts) will be included in computing the individual's income and will be subject to the gross-up and dividend tax credit rules normally applicable to taxable dividends received by an individual from a taxable Canadian corporation. Taxable dividends received or deemed to be received by such individual which are designated by the applicable company as "eligible dividends" in accordance with the Tax Act will be subject to enhanced gross-up and dividend tax credit rules under the Tax Act.

Taxable dividends received by an individual (including certain trusts) may give rise to a liability for alternative minimum tax as calculated under the detailed rules set out in the Tax Act.

Dividends received or deemed to be received on New E79 Shares, SpinCo Shares or Resulting Issuer Shares by a Resident Holder that is a corporation will be included in computing that corporation's income and generally will be deductible in computing the taxable income of that corporation. In certain circumstances, a taxable dividend received by a Resident Holder that is a corporation may be treated as proceeds of disposition or a capital gain pursuant to the rules in subsection 55(2) of the Tax Act. In addition, a Resident Holder that is a "private corporation" or a "subject corporation" for purposes of the Tax Act generally will be liable to pay a refundable tax under Part IV of the Tax Act on dividends received or deemed to be received to the extent such dividends are deductible in computing such Resident Holder's taxable income.

Disposition of New E79 Shares, SpinCo Shares or Resulting Issuer Shares

On a disposition or a deemed disposition of New E79 Shares, SpinCo Shares or Resulting Issuer Shares (other than to E79, SpinCo or the Resulting Issuer, respectively, unless purchased by E79, SpinCo or the Resulting Issuer on the open market in the manner in which shares are normally purchased by any member

of the public in the open market), a Resident Holder generally will realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition of such share exceed (or are exceeded by) the aggregate of the Resident Holder's adjusted cost base thereof and any reasonable costs of disposition. The tax treatment of any such capital gain (or capital loss) is described under the heading "*Holders Resident in Canada - Taxation of Capital Gains and Capital Losses*".

Taxation of Capital Gains and Capital Losses

Generally, one-half of the amount of any capital gain (a "**taxable capital gain**") realized by a Resident Holder in a taxation year must be included in computing the Resident Holder's income in that year, and one-half of the amount of any capital loss (an "**allowable capital loss**") realized by a Resident Holder in a taxation year generally must be deducted from taxable capital gains realized by the Resident Holder in that year. Allowable capital losses in excess of taxable capital gains realized in a taxation year generally may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any following taxation year against taxable capital gains realized in such years to the extent and under the circumstances described in the Tax Act.

The amount of any capital loss realized on the disposition or deemed disposition of a New E79 Share, SpinCo Share or Resulting Issuer Share by a Resident Holder that is a corporation may be reduced by the amount of dividends received or deemed to have been received by it on the New E79 Share, SpinCo Share or Resulting Issuer Share, respectively, (or on a share for which such share has been substituted) to the extent and in the circumstances prescribed by the Tax Act. Similar rules may apply where a corporation is a member of a partnership or a beneficiary of a trust that owns New E79 Shares, SpinCo Shares or Resulting Issuer Shares directly or indirectly through a partnership or a trust. Resident Holders to which these rules may be relevant should consult their own tax advisors.

A Resident Holder that is a "Canadian-controlled private corporation" (as defined in the Tax Act) may be liable for an additional refundable tax on its "aggregate investment income", which is defined in the Tax Act to include taxable capital gains.

Capital gains realized by an individual (including certain trusts) may give rise to a liability for alternative minimum tax as calculated under the detailed rules set out in the Tax Act.

Dissenting Resident Holders

A Resident Holder who validly exercises Dissent Rights (a "**Dissenting Resident Holder**") and who consequently transfers or is deemed to transfer E79 Shares to E79 for payment by E79 will be deemed to receive a taxable dividend in the taxation year of payment equal to the amount, if any, by which the payment (excluding interest) exceeds the PUC of the Dissenting Resident Holder's E79 Shares determined immediately before the Arrangement. Any such taxable dividend will be taxable as described above under "*Holders Resident in Canada – Taxation of Dividends on New E79 Shares, SpinCo Shares* or Resulting Issuer Shares *or Resulting Issuer Shares*". The Dissenting Resident Holder will also realize a capital gain (or capital loss) equal to the amount, if any, by which the payment (excluding interest), less any such deemed taxable dividend, exceeds (is exceeded by) the ACB of the Dissenting Resident Holder's E79 Shares determined immediately before the Arrangement. Any such capital gain or loss will generally be taxable or deductible as described above under "*Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*".

The Dissenting Resident Holder will be required to include any portion of the payment that is on account of interest in income in the year received or becomes receivable, depending on the method regularly followed by the Dissenting Resident Holder in computing income.

Holders Not Resident in Canada

This portion of the summary is generally applicable to a Holder that, at all relevant times for purposes of the Tax Act, is (i) neither a resident nor deemed to be a resident of Canada (including as a consequence of an applicable income tax treaty or convention) and (ii) does not use, or will not use or hold, and is not deemed to use or hold E79 Shares, E79 Class A Shares, New E79 Shares, SpinCo Shares or Resulting Issuer Shares in connection with carrying on a business in Canada (a "**Non-Resident Holder**"). Special rules, which are not discussed in this summary, may apply to a Non-Resident Holder that is an insurer carrying on business in Canada and elsewhere, or an "authorized foreign bank" as defined in the Tax Act. Such Non-Resident Holders should consult their own tax advisers with respect to the Arrangement.

Change of Identifying Name of E79 Shares to E79 Class A Shares, and Exchange of E79 Class A Shares for New E79 Shares, SpinCo Shares or Resulting Issuer Shares

The discussion of the tax consequences of the change of the identifying name of the E79 Shares to E79 Class A Shares and the Share Exchange for Resident Holders under the headings "*Holders Resident in Canada – Change of Identifying Name of E79 Shares to E79 Class A Shares and Capital Alteration" and "Holders Resident in Canada – Exchange of E79 Class A Shares for New E79 Shares and SpinCo Shares",* respectively, generally will also apply to Non-Resident Holders. The general taxation rules applicable to Non-Resident Holders in respect of a deemed taxable dividend or capital gain arising on the Share Exchange are discussed under the headings "*Holders Resident in Canada – Taxation of Dividends on New E79 Shares, SpinCo Shares or Resulting Issuer Shares*" and "*Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*" respectively.

Taxation of Dividends on New E79 Shares, SpinCo Shares or Resulting Issuer Shares

A Non-Resident Holder to whom E79, SpinCo or the Resulting Issuer pays or credits (or is deemed to pay or credit) an amount as a dividend in respect of the Arrangement (if at all), or otherwise in respect of the Non-Resident Holder's New E79 Shares, SpinCo Shares or Resulting Issuer Shares, will be subject to Canadian withholding tax equal to 25% (or such lower rate as may be available under an applicable income tax convention, if any) of the gross amount of the dividend. Under the Canada-U.S. Tax Convention (1980) as amended (the "**Tax Treaty**"), the withholding tax rate applicable to a Non-Resident Holder who is entitled to all of the benefits of the Tax Treaty for dividends is reduced to 5% of the gross amount of the dividend for such Holders that are corporations that hold at least 10% of the voting shares of E79, Spinco or the Resulting Issuer, as applicable, and reduced to 15% of such amount for other such Holders.

Taxation of Capital Gains and Capital Losses

A Non-Resident Holder will not be subject to Canadian federal income tax in respect of any capital gain arising on an actual or deemed disposition of an E79 Share, E79 Class A Share, New E79 Share, SpinCo Share or Resulting Issuer Share unless, at the time of disposition, the share is "taxable Canadian property" as defined in the Tax Act and is not "treaty-protected property" as so defined.

Generally, an E79 Share, E79 Class A Share, New E79 Share, SpinCo Share or Resulting Issuer Share will not be "taxable Canadian property" of a Non-Resident Holder at a particular time provided that share is listed on a "designated stock exchange" (which currently includes the CSE) unless, at any time during the 60-month period preceding the disposition of the share, (a) that share derived more than 50% of its fair market value directly or indirectly from one or any combination of: (i) real or immovable properties situated in Canada, (ii) Canadian resource properties, (iii) timber resource properties (as such terms are defined in the Tax Act), and (iv) options in respect of, or interests in, or for civil law rights in, property described in (i) to (iii), whether or not the property exists; and (b) 25% or more of the issued shares of any class or series in the capital of E79, Spinco or the Resulting Issuer, as applicable, were owned by one or any combination of (i) the Non-Resident Holder, (ii) persons with whom the Non-Resident Holder did not deal at "arm's length" (within the meaning of the Tax Act), and (iii) partnerships in which the Non-Resident Holder or a person described in (ii) holds a membership interest directly or indirectly through one or more partnerships.

Shares may also be deemed to be "taxable Canadian property" under other provisions of the Tax Act.

A Non-Resident Holder who disposes or is deemed to dispose of an E79 Share, E79 Class A Share, New E79 Share, SpinCo Share or Resulting Issuer Share that, at the time of disposition, is taxable Canadian property and is not treaty-protected property will realize a capital gain (or capital loss) equal to the amount, if any, by which the Non-Resident Holder's proceeds of disposition of the share exceeds (or is exceeded by) the Non-Resident Holder's ACB in the share and reasonable costs of disposition. The Non-Resident Holder generally will be required to include one-half of any such capital gain (taxable capital gain) in the Non-Resident Holder's taxable income earned in Canada for the year of disposition, and be entitled to deduct one half of any such capital loss (allowable capital loss) against taxable capital gains included in the Non-Resident Holder's taxable income earned in Canada for the year of disposition and, to the extent not so deductible, against such taxable capital gains realized in any of the three preceding taxation years or any subsequent taxation year, to the extent and in the circumstances set out in the Tax Act.

Non-Resident Holders for which an E79 Share, E79 Class A Share, New E79 Share, SpinCo Share or Resulting Issuer Share may constitute "taxable Canadian property" should consult their own tax advisors for advice having regard to their particular circumstances.

Dissenting Non-Resident Holders

The discussion above applicable to Resident Holders under the heading "*Holders Not Resident in Canada – Dissenting Resident Holders*" generally will also apply to a Non-Resident Holder who validly exercises Dissent Rights in respect of the Arrangement. In general terms, the Non-Resident Holder will be subject to Canadian federal income tax in respect of any deemed taxable dividend arising as a consequence of the exercise of Dissent Rights generally as discussed above under the heading "*Holders Not Resident in Canada – Taxation of Dividends on New E79 Shares, SpinCo Shares or Resulting Issuer Shares*" and subject to the Canadian federal income tax treatment in respect of any capital gain or loss arising as a consequence of the exercise of Dissent Rights generally as discussed above under the heading "*Holders Not Resident in Canada – Taxation of Capital Gains and Capital Losses*".

ELIGIBILITY FOR INVESTMENT– NEW E79 SHARES, SPINCO SHARES AND RESULTING ISSUER SHARES

In the opinion of MLT Aikins LLP, as tax counsel to E79 and Synergy, based on the provisions of the *Income Tax Act* (Canada) and the regulations thereunder (collectively, the "**Tax Act**") in force as of the date hereof and all proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof, the New E79 Shares, if issued on the date hereof, will be qualified investments for a trust governed by a registered retirement savings plan ("**RRSP**"), a registered retirement income fund ("**RRIF**"), a registered education savings plan ("**RESP**"), a deferred profit sharing plan, a registered disability savings plan ("**RDSP**") and a tax-free savings account ("**TFSA**") as each of those terms is defined in the Tax Act (collectively "**Registered Plans**") provided that shares of E79 are listed on a "designated stock exchange" as defined in the Tax Act (which currently includes the CSE).

The Synergy Shares are not currently listed on a "designated stock exchange" and Synergy is not otherwise a "public corporation" (as such term is defined in the Tax Act) and therefore the SpinCo Shares will not be "qualified investments" for the purposes of the Tax Act.

Following the completion of the Arrangement, AcquisitionCo and 142 expect to amalgamate to continue as one corporation pursuant to the terms of the Merger Agreement. Upon completion of the Amalgamation, the holders of SpinCo Shares will instead hold Resulting Issuer Shares. SpinCo intends to make an application that the Resulting Issuer Shares be listed and posted for trading on a stock exchange upon completion of the Amalgamation. There is no concrete deadline to effect the proposed Amalgamation or the listing of the Resulting Issuer Shares on a stock exchange or that the proposed Amalgamation or listing will be successful. The Resulting Issuer Shares will be "qualified investments" for the purposes of the Tax Act, once the proposed Amalgamation and listing of the Resulting Issuer Shares have been completed.

If a SpinCo Share is acquired by a Registered Plan at a time when the SpinCo Share is not a "qualified investment" under the Tax Act, adverse tax consequences may arise for the Registered Plan and/or the annuitant, subscriber or holder in respect of the Registered Plan, including that the Registered Plan may become subject to a penalty tax, the annuitant or holder of such Registered Plan may be deemed to have received income therefrom, and/or such plan may have its tax-exempt status revoked.

Notwithstanding that the New E79 Shares or SpinCo Shares (or the Resulting Issuer Shares, after the Amalgamation) may be a qualified investment for a trust governed by a Registered Plan the annuitant of an RRSP or RRIF, the subscriber under an RESP or the holder of a TFSA or RDSP, as the case may be, (the "**Controlling Individual**") will be subject to a penalty tax in respect of the New E79 Shares or SpinCo Shares (or the Resulting Issuer Shares, after the Amalgamation) held in the Registered Plan if the New E79 Shares or SpinCo Shares (or the Resulting Issuer Shares, after the Amalgamation), as the case may be, are a "prohibited investment" (as defined in the Tax Act) for the particular Registered Plan. The New E79 Shares and the SpinCo Shares (or the Resulting Issuer Shares, after the Amalgamation) will be a "prohibited investment" for a Registered Plan if the Controlling Individual (i) does not deal at arm's length with E79 or SpinCo (or the Resulting Issuer, after the Amalgamation), as the case may be, for purposes of the Tax Act, or (ii) has a "significant interest" (as defined in subsection 207.01(4) of the Tax Act) in E79 or SpinCo (or the Resulting Issuer, after the Amalgamation). Generally, a Controlling Individual will not be considered to have a "significant interest" in a corporation provided that the Controlling Individual, together with persons with whom the Controlling Individual does not deal at arm's length, does not own, directly or indirectly, at any time in the year 10% or more of the issued shares of any class of that corporation or of any corporation related to that corporation (for purposes of the Tax Act). In addition, the New E79 Shares or SpinCo Shares (or the Resulting Issuer Shares, after the Amalgamation) will not be a "prohibited investment" if such shares are "excluded property" as defined in the Tax Act for a Registered Plan.

INFORMATION CONCERNING SPINCO POST-ARRANGEMENT

For further information concerning SpinCo following the Arrangement, see Schedule F to this Circular. For further information concerning 142, see Schedule G to this Circular. For further information concerning the Resulting Issuer following the Amalgamation, see Schedule H to this Circular.

OTHER BUSINESS

As of the date of this Information Circular, management of E79 is not aware of any other matters to come before the Meeting. The securities represented by the Proxy will be voted as directed by the holder, but if such direction is not made in respect of any matter, the Proxy will be voted as recommended by management of E79.

ADDITIONAL INFORMATION

Additional information relating to E79 is available on SEDAR+ at www.sedarplus.ca. Financial information relating to E79 is provided in E79's comparative financial statements and MD&A for its most recently completed financial year ended August 31, 2025. E79 Securityholders may contact E79 to request copies of the financial statements and the MD&A.

DIRECTORS' APPROVAL

The contents of this Circular and the sending thereof to the E79 Securityholders have been approved by the E79 Board.

DATED at Vancouver, British Columbia, this 20th day of April, 2026.

BY ORDER OF THE BOARD OF DIRECTORS

Michael Smith
Chief Executive Officer

SCHEDULE A
ARRANGEMENT RESOLUTION

BE IT RESOLVED as a special resolution of the securityholders of Element79 Gold Corp. (the "**Company**"), that:

1. The arrangement (the "**Arrangement**") under section 288 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**") involving the Company and Synergy Metals Corp. ("**Synergy**"), as more particularly described and set forth in the management information circular of the Company dated April 20, 2026 (the "**Circular**"), (as the Arrangement may be, or may have been, modified or amended), is hereby authorized, approved and adopted.

2. The plan of arrangement, as it may be or has been amended (the "**Plan of Arrangement**"), involving the Company and Synergy, and implementing the Arrangement, the full text of the Plan of Arrangement is set out in the Circular (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.

3. The amended and restated arrangement agreement (the "**Arrangement Agreement**") between the Company and Synergy dated April 20, 2026, and all the transactions contemplated therein, the actions of the directors of the Company in approving the Arrangement and any amendments thereto and the actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and any amendments thereto are hereby confirmed, ratified, authorized and approved.

4. Notwithstanding that these resolutions have been passed (and the Arrangement adopted) or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of the Company are hereby authorized and empowered, without further notice to, or approval of, any securityholder of the Company:

    a. to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement;

    b. or subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement.

5. Any one or more directors or officers of the Company is hereby authorized, for and on behalf and in the name of the Company, to execute and deliver, all such agreements, applications, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:

    a. all actions required to be taken by or on behalf of the Company, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and

    b. the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by the Company;

    such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

SCHEDULE B
ARRANGEMENT AGREEMENT

Please see attached.

AMENDED AND RESTATED ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is dated as of April 13, 2026.

BETWEEN:

ELEMENT79 GOLD CORP., a company existing under the *Business Corporations Act* (British Columbia)

("**E79**")

AND:

SYNERGY METALS CORP., a company existing under the *Business Corporations Act* (British Columbia)

("**Synergy**")

WHEREAS:

A. E79 is the registered and beneficial owner of 2,000,000 Synergy Shares (as defined below), representing 60.24% of the issued and outstanding Synergy Shares as of the date hereof;

B. E79 transferred all its rights and interests in the Dale Property (as defined below) to Synergy on or around July 17, 2023;

C. E79 and Synergy wish to proceed with a corporate reorganization transaction by way of the Plan of Arrangement (as defined below) and in accordance with the Arrangement Provisions (as defined below), pursuant to which, among other things, E79 will undertake a reorganization and spin-out of the Spin Out Shares (as defined below) to the E79 Shareholders (as defined below) as a return of capital;

D. E79 proposes to have the E79 Securityholders (as defined below) consider the Arrangement (as defined below) on the terms and conditions set forth in the Plan of Arrangement;

E. E79 and Synergy are parties to an arrangement agreement dated January 10, 2025, as amended pursuant to an amending agreement dated April 30, 2025, and as further amended pursuant to a second amending agreement dated October 31, 2025 (collectively, the "**Original Arrangement Agreement**"); and

F. the parties with to amend and restate the Original Arrangement Agreement upon the terms and conditions set out herein.

NOW THEREFORE, in consideration of the premises and the respective covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby covenant and agree as follows:

Article 1 – Definitions, Interpretation and Exhibits

1.1 Definitions. In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and terms will have the following meanings:

(a) "**Agreement**" means this amended and restated arrangement agreement, including the exhibits attached hereto, as the same may be supplemented or amended from time to time;

(b) "**Arrangement**" means the arrangement pursuant to the Arrangement Provisions as contemplated by the provisions of this Agreement and the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with this Agreement or the Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of E79 and Synergy, each acting reasonably;

(c) "**Arrangement Provisions**" means Part 9, Division 5 of the BCBCA;

(d) "**Arrangement Securities**" means the E79 Shares, E79 Class A Shares, New E79 Shares, E79 Options, E79 Warrants, and Spin Out Shares, as applicable in the context used;

(e) "**BCBCA**" means the *Business Corporations Act* (British Columbia), and the regulations made thereunder, as promulgated or amended from time to time;

(f) "**Board of Directors**" means the Board of Directors;

(g) "**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;

(h) "**Consideration Shares**" has the meaning given in Section 4.3 of this Agreement;

(i) "**Constating Documents**" means the Articles and related Notice of Articles under the BCBCA of E79 or Synergy, as applicable;

(j) "**Court**" means the British Columbia Supreme Court;

(k) "**CSE**" means the Canadian Securities Exchange;

(l) "**Dale Property**" means the Dale gold project located in Timmins, Ontario;

(m) "**Dissent Procedures**" means the rules pertaining to the exercise of Dissent Rights as set forth in Division 2 of Part 8 of the BCBCA and Article 5 of the Plan of Arrangement;

(n) "**Dissent Rights**" means the right of a registered E79 Shareholder to dissent from the E79 Arrangement Resolution in accordance with the provisions of the BCBCA, as modified by the Interim Order, and to be paid the fair value of such E79 Shareholder's Dissenting Shares;

(o) "**Dissenting Share**" has the meaning ascribed to such term in Section 3.1(a) of the Plan of Arrangement;

(p) "**Dissenting Shareholder**" means a registered holder of E79 Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Procedures and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

(q) "**E79 Arrangement Resolution**" means the special resolution of the E79 Securityholders in respect of the Arrangement to be considered at the Meeting, substantially in the form attached hereto as Exhibit B, with or without amendment;

(r) "**E79 Class A Shares**" means the E79 Shares after (i) they have been re-named and re-designated as "Class A common shares without par value" and (ii) the special rights and restrictions have been amended to provide the holders thereof with two votes in respect of every share held, in each case pursuant to Section 3.1(c)(i) of the Plan of Arrangement;

(s) "**E79 Incentive Plan**" means the omnibus equity incentive plan of E79 adopted by the Board of Directors on May 19, 2022, and by the E79 Shareholders on June 22, 2022, as may be amended from time to time;

(t) "**E79 Option**" means a stock option of E79, exercisable to acquire an E79 Share, that is outstanding immediately prior to the Effective Time;

(u) "**E79 Optionholder**" means a holder of one or more E79 Options;

(v) "**E79 Securityholder**" means the E79 Optionholders, E79 Shareholders, and E79 Warrantholders;

(w) "**E79 Shareholder**" means a registered or beneficial holder of E79 Shares;

(x) "**E79 Shares**" means the common shares without par value in the capital of E79, as they exist immediately prior to the Effective Time;

(y) "**E79 Warrant**" means a share purchase warrant of E79 exercisable to acquire an E79 Share, that is outstanding immediately prior to the Effective Time;

(z) "**E79 Warrant Certificates**" means the certificates representing the E79 Warrants;

(aa) "**E79 Warrantholder**" means a holder of one or more E79 Warrants;

(bb) "**Effective Date**" means the date the Arrangement becomes effective under the BCBCA;

(cc) "**Effective Time**" has the meaning ascribed to such term in the Plan of Arrangement;

(dd) "**Final Order**" means the final order of the Court pursuant to section 291 of the BCBCA, after being informed of the intention of the parties to rely upon the Section 3(a)(10) Exemption with respect to the New E79 Shares and Spin Out Shares issued or distributed, as applicable, to E79 Shareholders pursuant to the Arrangement, as such order may be amended by the Court (with the consent of E79 and Synergy, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to E79 and Synergy, each acting reasonably) on appeal;

(ee) "**Information Circular**" means the management information circular of E79, including all schedules thereto, to be sent to the E79 Securityholders in connection with the Meeting, together with any amendments or supplements thereto;

(ff) "**Interim Order**" means the interim order of the Court contemplated by this Agreement and made pursuant to section 291 of the BCBCA, after being informed of the intention of the parties to rely upon the Section 3(a)(10) Exemption with respect to the New E79 Shares and Spin Out Shares issued or distributed, as applicable, to E79 Shareholders pursuant to the Arrangement, in a form acceptable E79 and Synergy, each acting reasonably, providing for, among other things, the calling and holding of the Meeting, as the same may be amended by the Court with the consent of E79 and Synergy, each acting reasonably;

(gg) "**material fact**" and "**material change**" have the meanings ascribed thereto in the Securities Act;

(hh) "**Meeting**" means the special general meeting of the E79 Securityholders and any adjournment(s) or postponement(s) thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement Resolution;

(ii) "**New E79 Shares**" means the new class of common shares without par value which E79 will create pursuant to Section 3.1(c)(ii) of the Plan of Arrangement, and for which the E79 Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the E79 Shares;

(jj) "**Other Synergy Shareholders**" means the Synergy Shareholders other than E79;

(kk) "**party**" means either E79 or Synergy and "**parties**" means, collectively, E79 and Synergy;

(ll) "**Person**" means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a trustee, executor, administrator or other legal representative, and the Crown or any agency or instrumentality thereof;

(mm) "**Plan of Arrangement**" means the plan of arrangement attached to this Agreement as Exhibit A, as the same may be amended from time to time;

(nn) "**Pro Rata Spin Out Share Distribution"** means the distribution of the Spin Out Shares to the E79 Shareholders and to the E79 Optionholders and E79 Warrantholders (subject to the exercise of the applicable E79 Options and E79 Warrants, respectively) on a pro rata basis, as calculated pursuant to the following ratio:

$$\boldsymbol{Pro\ Rate\ Synergy\ Share\ Distribution} = \frac{\boldsymbol{Spin\ Out\ Shares}}{(\boldsymbol{E79\ Shares + E79\ Options + E79\ Warrants})};$$

(oo) "**Registrar**" means the Registrar of Companies under the BCBCA;

(pp) "**Section 3(a)(10) Exemption**" means the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof;

(qq) "**Securities Act**" means the *Securities Act* (British Columbia), and the regulations made thereunder, as promulgated or amended from time to time;

(rr) "**Spin Out Share Exchange Fraction**" means a fraction of (a) a Spin Out Share that will be distributed to an E79 Shareholder in partial exchange for each E79 Class A Share pursuant to the Pro Rata Spin Out Share Distribution and (b) a Spin Out Share that is distributable to an E79 Optionholder or E79 Warrantholder, upon the exercise of such holder's E79 Options or E79 Warrants;

(ss) "**Spin Out Shares**" means up to 9,000,000 Synergy Shares held by E79 and to be distributed to the E79 Securityholders (subject, with respect to the E79 Optionholders and E79 Warrantholders, to the exercise of the E79 Options and E79 Warrants, respectively, and which includes the Consideration Shares;

(tt) "**Synergy Shareholder**" means a registered holder of Synergy Shares;

(uu) "**Synergy Shares**" means the common voting shares without par value in the capital of Synergy;

(vv) "**Tax Act**" means the *Income Tax Act* (Canada), and the regulations made thereunder, as promulgated or amended from time to time;

(ww) **"U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;

(xx) "**U.S. Investment Company Act**" means the United States Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder;

(yy) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder; and

(zz) "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

1.2 Currency. All amounts of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.3 Interpretation Not Affected by Headings. The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of the provisions of this Agreement. The terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and the exhibits hereto as a whole and not to any particular article, section, subsection, paragraph or subparagraph hereof and include any agreement or instrument supplementary or ancillary hereto.

1.4 Number and Gender. In this Agreement, unless the context otherwise requires, words importing the singular will include the plural and vice versa and words importing the use of either gender will include all genders and neuter.

1.5 Date for any Action. In the event that any date on which any action is required to be taken hereunder by E79 or Synergy is not a Business Day in the place where the action is required to be taken, such action will be required to be taken on the next succeeding day which is a Business Day in such place.

1.6 Meaning. Words and phrases used herein and defined in the BCBCA will have the same meaning herein as in the BCBCA unless otherwise specified or the context otherwise requires.

1.7 Exhibits. Attached hereto and deemed to be incorporated into and form part of this Agreement as Exhibit A is the Plan of Arrangement and as Exhibit B is the E79 Arrangement Resolution.

Article 2 – Arrangement

2.1 Arrangement. The parties agree to effect the Arrangement pursuant to the Arrangement Provisions on the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement.

2.2 Implementation Steps. In connection with the Arrangement, the parties (or the applicable party) will:

(a) apply to the Court, as soon as reasonably practicable, taking into account the mailing date for the Information Circular, under the Arrangement Provisions for the Interim Order, providing for, among other things, the calling and holding of the Meeting for the purposes of, among other things, considering and, if deemed advisable, approving the Arrangement and the granting of the Dissent Rights, and thereafter proceed with and diligently pursue the Interim Order;

(b) subject to receipt of the Interim Order and the distribution of the Information Circular to the E79 Securityholders, call and hold the Meeting for the purpose of, among other things, having the E79 Securityholders consider the E79 Arrangement Resolution;

(c) subject to obtaining such E79 Securityholder approval as required by the Interim Order, apply to the Court under the Arrangement Provisions for the Final Order approving the Arrangement; and

(d) subject to obtaining the Final Order, and provided all conditions of the parties to this Agreement as set forth in Article 5 are fulfilled or waived, the parties will agree upon an Effective Date and will file the Final Order and all other documents required with the Registrar to be effective at the Effective Time.

2.3 Interim Order. The petition for the Interim Order will request that the Interim Order:

(a) provide that the E79 Securityholders will be the class of Persons to whom notice is to be provided in respect of the Meeting and for the manner in which such notice is to be provided;

(b) provide that each E79 Shareholder will be entitled to one vote for each E79 Share held by such holder;

(c) provide that each E79 Optionholder will be entitled to one vote for each E79 Option held by such holder;

(d) provide that each E79 Warrantholder will be entitled to one vote for each E79 Warrant held by such holder;

(e) provide that the requisite approval for the Arrangement will be:

(i) at least two-thirds of the votes cost on the E79 Arrangement Resolution by the E79 Shareholders present in person or represented by proxy at the Meeting and entitled to vote thereat;

(ii) at least two-thirds of the votes cast on the E79 Arrangement Resolution by the E79 Securityholders present in person or represented by proxy at the Meeting and entitled to vote thereat; and

(iii) a simple majority of the votes cast on the E79 Arrangement resolution by E79 Shareholders present in person or represented by proxy, excluding the votes in respect of E79 Shares held or controlled by persons described in items (a) through (d) of Section 8.1(2) of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions;*

(f) provide that it is the intention of E79 and Synergy to rely upon the Section 3(a)(10) Exemption in connection with the issuance or distribution, as applicable, of the New E79 Shares and Spin Out Shares to E79 Shareholders pursuant to the Arrangement , based on the Court's approval of the Arrangement, which approval through the issuance of the Final Order will constitute its determination of the fairness of the Arrangement;

(g) ratify the record date for the purposes of determining the E79 Securityholder entitled to receive notice of and vote at the Meeting;

(h) provide that, subject to the discretion of the Court, the Meeting will be held as an in person meeting;

(i) provide that the Meeting may be adjourned or postponed from time to time by E79 without the need for additional approval by the Court and without the necessity of first convening the Meeting or first obtaining any vote of any of the E79 Securityholders respecting the

adjournment or postponement, and notice of any such adjournment or postponement shall be given by such method as the Board of Directors may determine is appropriate in the circumstances;

(j) provide that E79 will call and hold the Meeting in accordance with the BCBCA and the Articles of E79;

(k) for the grant of the Dissent Rights to the E79 Shareholders; and

(l) for the notice requirements with respect to the presentation of the application to the Court for the Final Order.

2.4 Effective Date of Arrangement. The Arrangement will become effective on the Effective Date, commencing at the Effective Time, as set out in the Plan of Arrangement.

2.5 Commitment to Effect. Subject to termination of this Agreement pursuant to Article 6, the parties will each use all reasonable efforts and do all things reasonably required to cause the Plan of Arrangement to become effective by no later than June 30, 2026, or by such other date as E79 and Synergy may determine, and in conjunction therewith to cause the conditions described in Section 5.1 to be complied with prior to the Effective Date. Without limiting the generality of the foregoing, the parties will proceed forthwith to apply for the Interim Order and E79 will call the Meeting and mail the Information Circular to the E79 Securityholders.

2.6 Filing of Final Order. Subject to the rights of termination contained in Article 6, upon the E79 Securityholders approving the E79 Arrangement Resolution in accordance with the provisions of the Interim Order and the BCBCA, E79 obtaining the Final Order and the other conditions contained in Article 5 being complied with or waived, E79 on its behalf and on behalf of Synergy will file with the Registrar:

(a) the records and information required by the Registrar pursuant to the Arrangement Provisions; and

(b) a copy of the Final Order.

2.7 U.S. Securities Law Matters. The parties agree that the Arrangement will be carried out with the intention that the New E79 Shares and Spin Out Shares delivered or deemed to be delivered upon completion of the Arrangement to E79 Shareholders will be issued or distributed, as applicable, by E79 in reliance on the Section 3(a)(10) Exemption. In order to ensure the availability of the Section 3(a)(10) Exemption, the parties agree that the Arrangement will be carried out on the following basis:

(a) the Arrangement will be subject to the approval of the Court and the Court will hold a hearing approving the fairness of the terms and conditions of the Arrangement;

(b) prior to the hearing required to approve the Arrangement, the Court will be advised as to the intention of the parties to rely on the Section 3(a)(10) Exemption with respect to the New E79 Shares and Spin Out Shares issued or distributed, as applicable, in the United States pursuant to the Arrangement;

(c) the Court will be required to satisfy itself as to the substantive and procedural fairness of the terms and conditions of the Arrangement to the E79 Securityholders subject to the Arrangement;

(d) E79 will ensure that each E79 Securityholder entitled to receive Arrangement Securities, as applicable, on completion of the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right;

(e) the E79 Shareholders entitled to receive the New E79 Shares and Spin Out Shares on completion of the Arrangement will be advised that such securities issued or distributed, as applicable, in the Arrangement have not been registered under the U.S. Securities Act and will be issued or distributed in reliance on the Section 3(a)(10) Exemption;

(f) the Final Order approving the Arrangement that is obtained from the Court will expressly state that the terms and conditions of the Arrangement are approved by the Court as being fair, substantively and procedurally, to the E79 Securityholders;

(g) the Interim Order approving the Meeting will specify that each E79 Securityholder entitled to receive Arrangement Securities, as applicable, pursuant to the Plan of Arrangement, will have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as the E79 Securityholder enters a response to petition within a reasonable time and in accordance with the requirements of the Section 3(a)(10) Exemption, as applicable;

(h) E79 will advise each E79 Warrantholder and E79 Optionholder entitled to receive Arrangement Securities, as applicable, pursuant to the Arrangement that the Section 3(a)(10) Exemption does not exempt the distribution of the underlying securities upon the exercise of E79 Warrants and E79 Options after the Effective Time, and, therefore, any securities of E79 and Synergy issuable or distributable, as applicable, by E79 upon exercise of the E79 Warrants and E79 Options after the Effective Time cannot be issued or distributed, as applicable, to a person in the United States in reliance on the Section 3(a)(10) Exemption and such securities may only be exercised pursuant to a then-available exemption from the registration requirements of the U.S. Securities Act and applicable securities laws of any state of the United States; and

(i) the Final Order will include a statement substantially to the following effect:

"This Order will serve as a basis of a claim to an exemption, pursuant to section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that Act, regarding the issuance (or deemed issuance) or distribution, as applicable, of Arrangement Securities, as applicable, pursuant to the Plan of Arrangement."

Article 3 – Representations and Warranties

3.1 Mutual Representations and Warranties. Each of the parties hereby represents and warrants to the other party that:

(a) it is a corporation duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation, and has full capacity and authority to enter into this Agreement and to perform its covenants and obligations hereunder;

(b) it has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and to consummate the transactions contemplated herein and this Agreement has been duly executed and delivered by it;

(c) neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of (i) any provision of its Constating Documents or other governing corporate documents, (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it, or (iii) any agreement or instrument to which it is a party or by which it is bound;

(d) its operations have been and are now conducted in material compliance with all applicable laws;

(e) no dissolution, winding up, bankruptcy, liquidation or similar proceedings has been commenced or are pending or proposed in respect of it;

(f) it is a "foreign private issuer" as defined in Rule 3b-4 under the U.S. Exchange Act;

(g) there is no class of its securities which are registered pursuant to section 12 of the U.S. Exchange Act, nor is it subject to any reporting obligation (whether active or suspended) pursuant to section 15(d) of the U.S. Exchange Act. It has not, and never has been, subject to any requirement to register any class of its equity securities pursuant to section 12(g) of the U.S. Exchange Act;

(h) it is not now, and as a result of the transactions contemplated hereby, will not be an investment company registered or required to be registered under the U.S. Investment Company Act; and

(i) it is not a party to any shareholder, pooling, voting trust or other similar agreement relating to their issued and outstanding shares.

3.2 Additional Representations and Warranties of E79. E79 hereby represents and warrants to Synergy that:

(a) the authorized share capital of E79 consists of an unlimited number of E79 Shares. As at the date of this Agreement there are: (A) 207,373,844 E79 Shares validly issued and outstanding as fully-paid and non-assessable shares of E79; (B) outstanding E79 Options providing for the issuance of 8,453,033 E79 Shares upon the exercise thereof; and (C) outstanding E79 Warrants providing for the issuance of 13,758,096 E79 Shares upon the exercise thereof. Except as disclosed in the previous sentence, there are no options, warrants, conversion privileges, calls or other rights, shareholder rights plans, agreements, arrangements, commitments, or obligations of E79 to issue or sell any shares of E79 or securities or obligations of any kind convertible into, exchangeable for or otherwise carrying the right or obligation to acquire any shares of E79, and no Person is entitled to any pre-emptive or other similar right granted by E79.

(b) there are no outstanding contractual obligations of E79 to repurchase, redeem or otherwise acquire any E79 Shares;

(c) as of the date hereof, E79 is a reporting issuer not in default (or the equivalent) under the securities laws of British Columbia and Ontario; and

(d) the E79 Shares are listed or quoted on the CSE, the OTCQB, and the Frankfurt Stock Exchange and are not listed or quoted on any market other than the aforementioned. E79 is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the exchanges on which it is listed.

3.3 Additional Representations and Warranties of Synergy. Synergy hereby represents and warrants to E79 that:

(a) the authorized share capital of Synergy consists of an unlimited number of Synergy Shares. As at the date of this Agreement there are 3,320,000 Synergy Shares validly issued and outstanding as fully-paid and non-assessable shares of Synergy, 2,000,000 of which are held by E79 and 1,320,000 of which are held by the Other Synergy Shareholders. Except as disclosed in the previous sentence there are no options, warrants, conversion privileges,

calls or other rights, shareholder rights plans, agreements, arrangements, commitments, or obligations of Synergy to issue or sell any shares of Synergy or securities or obligations of any kind convertible into, exchangeable for or otherwise carrying the right or obligation to acquire any shares of Synergy, and no Person is entitled to any pre-emptive or other similar right granted by Synergy;

(b) there are no outstanding contractual obligations of Synergy to repurchase, redeem or otherwise acquire any Synergy Shares; and

(c) Synergy is not a reporting issuer in any jurisdiction of Canada; and

(d) the Synergy Shares are not listed on any stock exchange.

Article 4 – Covenants

4.1 Covenants. Each of the parties covenants with the other that it will do and perform all such acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments, as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.

4.2 Interim Order and Final Order. The parties acknowledge that E79 will apply to and obtain from the Court, pursuant to the Arrangement Provisions, the Interim Order providing for, among other things, the calling and holding of the Meeting for the purpose of considering and, if deemed advisable, approving and adopting the E79 Arrangement Resolution. The parties each covenant and agree that if the approval of the Arrangement by the E79 Securityholders as set out in Section 5.1(a)(ii) is obtained, E79 will thereafter (subject to the exercise of any discretionary authority granted to E79's directors) take the necessary actions to submit the Arrangement to the Court for approval and apply for the Final Order and, subject to compliance with any of the other conditions provided for in Article 5 and to the rights of termination contained in Article 6, file the material described in Section 2.6 with the Registrar.

4.3 Synergy Shares. Synergy will issue to E79, in consideration for the administrative support that E79 will provide to Synergy in connection with the Arrangement and Synergy's subsequent application to list on the CSE and for agreeing to enter into this Agreement, an aggregate of 8,000,000 Synergy Shares at a deemed price of $0.05 per Synergy Share (the "**Consideration Shares**"). The stated capital of the Synergy Shares will be increased by an amount equal to $400,000.

4.4 E79 Options. Pursuant to the Plan of Arrangement, each holder of an E79 Option outstanding immediately prior to the Effective Time will receive (and such holder will accept) upon the exercise of such holder's E79 Option, in lieu of each E79 Share to which such holder was theretofore entitled upon such exercise and for the same aggregate consideration payable therefor, one New E79 Share and one Spin Out Share Exchange Fraction which the holder would have been entitled to receive as a result of the transactions contemplated by this Agreement if, immediately prior to the Effective Time, such holder had been the registered holder of the E79 Share to which such holder was theretofore entitled upon exercise of such E79 Option. The E79 Options shall continue to be governed by and be subject to the terms of the E79 Incentive Plan. For greater certainty, no fractional Spin Out Shares will be distributed to an E79 Optionholder upon exercise of E79 Options and, as a result, all fractional amounts arising pursuant to the exercise of E79 Options will be rounded down to the next whole number without any compensation therefor.

4.5 E79 Warrants. Pursuant to the Plan of Arrangement, each holder of an E79 Warrant outstanding immediately prior to the Effective Time shall receive (and such holder shall accept) upon the exercise of such holder's E79 Warrant, in lieu of each E79 Share to which such holder was theretofore entitled upon such exercise and for the same aggregate consideration payable therefor, one New E79 Share and one Spin Out Share Exchange Fraction which the holder would have been entitled to receive as a result of the transactions contemplated by this Agreement if, immediately prior to the Effective Time, such holder had been the registered holder of the E79 Share to which such holder was theretofore entitled upon exercise of

such E79 Warrant. The E79 Warrants shall continue to be governed by and be subject to the terms of the applicable E79 Warrant Certificates. For greater certainty, no fractional Spin Out Share will be distributed to an E79 Warrantholder, upon exercise of E79 Warrants and, as a result, all fractional amounts arising pursuant to the exercise of E79 Warrants will be rounded down to the next whole number without any compensation therefor.

4.6 Terminated E79 Options and E79 Warrants. If an E79 Options or E79 Warrants ultimately expires or is otherwise terminated prior to its exercise, then E79 will retain the Spin Out Share Exchange Fractions that the holder of such E79 Options or E79 Warrants was entitled to pursuant to Section 4.4 or 4.5 , as applicable, and the Plan of Arrangement will be rounded down to the nearest whole number and any fraction will be cancelled by Synergy upon exercise or expiry of all such E79 Options and E79 Warrants..

Article 5 – Conditions

5.1 Conditions Precedent.

(a) The respective obligations of the parties to complete the transactions contemplated by this Agreement will be subject to the satisfaction of the following conditions:

(i) the Interim Order will have been granted in form and substance satisfactory to E79;

(ii) the E79 Arrangement Resolution will have been approved and adopted at the Meeting in accordance with the Arrangement Provisions, the Constating Documents of E79, the Interim Order and the requirements of any applicable regulatory authorities;

(iii) the Final Order will have been obtained in form and substance satisfactory to each of E79 and Synergy;

(iv) the CSE will have conditionally approved the Arrangement, including the listing of the New E79 Shares in substitution for the E79 Shares as of the Effective Date, subject to compliance with the requirements of CSE;

(v) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement will have been obtained or received from the Persons having jurisdiction in the circumstances each in form acceptable to E79 and Synergy;

(vi) there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Plan of Arrangement;

(vii) no law, regulation or policy will have been proposed, enacted, promulgated or applied which interferes or is inconsistent with the completion of the Arrangement and Plan of Arrangement, including any material change to the Tax Act, which would reasonably be expected to have a material adverse effect on any of E79, the E79 Securityholder or Synergy if the Arrangement is completed;

(viii) notices of dissent pursuant to Article 5 of the Plan of Arrangement will not have been delivered by E79 Shareholders holding greater than 2% of the outstanding E79 Shares; and

(ix) this Agreement will not have been terminated under Article 6.

(b) Except for the conditions set forth in Sections 5.1(a)(i), (ii), (iii), (iv) and (ix), which may not be waived, any of the other conditions in this Section 5.1 may be waived by either E79 or Synergy at its discretion.

5.2 Pre-Closing. Unless this Agreement is terminated earlier pursuant to the provisions hereof, pre-closing will occur electronically on the Business Day immediately preceding the Effective Date at such time or on such other date as the parties may mutually agree, and each of them will deliver to the other:

(a) the documents required to be delivered by it hereunder to complete the transactions contemplated hereby, provided that each such document required to be dated the Effective Date will be dated as of, or become effective on, the Effective Date and will be held in escrow to be released upon the occurrence of the Effective Date; and

(b) written confirmation as to the satisfaction or waiver by it of the conditions in its favour contained in this Agreement.

5.3 Merger of Conditions. The conditions set out in Section 5.1 will be conclusively deemed to have been satisfied, waived or released upon the occurrence of the Effective Date.

5.4 Merger of Representations, Warranties and Certain Covenants. The representations and warranties in Section 3.1 will be conclusively deemed to be correct as of the Effective Date and the covenants in Section 4.1 will be conclusively deemed to have been complied with in all respects as of the Effective Date, and each will accordingly merge in and not survive the effectiveness of the Arrangement.

Article 6 – Amendment and Termination

6.1 Amendment. Subject to any mandatory applicable restrictions under the Arrangement Provisions or the Final Order, this Agreement, including the Plan of Arrangement, may at any time and from time to time before or after the holding of the Meeting, but prior to the Effective Date, be amended by the written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of the E79 Securityholders.

6.2 Termination. Subject to Section 6.3, this Agreement may at any time before or after the holding of the Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the Board of Directors without further action on the part of the E79 Securityholders and nothing expressed or implied herein or in the Plan of Arrangement will be construed as fettering the absolute discretion by the Board of Directors to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

6.3 Cessation of Right. The right of E79 or Synergy or any other party to amend or terminate the Plan of Arrangement pursuant to Sections 6.1 and 6.2 will be extinguished upon the occurrence of the Effective Date.

Article 7 – General

7.1 Notices. All notices which may or are required to be given pursuant to any provision of this Agreement will be given or made in writing and will be delivered or sent by electronic mail, addressed as follows:

in the case of E79:

Suite 1100-1111 Melville Street
Vancouver BC V6E 3V6
Attention: Michael Smith, CEO
Email: ms@element79.gold

in the case of Synergy:

Suite 1100-1111 Melville Street
Vancouver BC V6E 3V6
Attention: James C. Tworek, President and Director
Email: jt@element79.gold

7.2 Assignment. Neither of the parties may assign its rights or obligations under this Agreement or the Arrangement without the prior written consent of the other.

7.3 Binding Effect. This Agreement and the Arrangement will be binding upon and will enure to the benefit of the parties and their respective successors and permitted assigns.

7.4 Waiver. Any waiver or release of the provisions of this Agreement, to be effective, must be in writing and executed by the party granting such waiver or release.

7.5 Governing Law. This Agreement will be governed by and be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

7.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Counterparts may be delivered either in original, PDF or faxed form and the parties adopt any signatures received by PDF or a receiving fax machine as original signatures of the parties.

7.7 Expenses. All expenses incurred by a party in connection with this Agreement, the Arrangement and the transactions contemplated hereby and thereby will be borne by the party that incurred the expense or as otherwise mutually agreed by the parties.

7.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

7.9 Time of Essence. Time is of the essence of this Agreement.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

ELEMENT79 GOLD CORP.

By: *"Michael Smith"*
Michael Smith
Chief Executive Officer

SYNERGY METALS CORP.

By: *"James Tworek"*
James Tworek
President

Exhibit A

TO THE ARRANGEMENT AGREEMENT DATED AS OF THE 13TH DAY OF APRIL, 2026 BETWEEN

ELEMENT79 GOLD CORP. AND SYNERGY METALS CORP.

PLAN OF ARRANGEMENT UNDER PART 9, DIVISION 5 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

Article 1 – Definitions and Interpretation

1.1 Definitions. In this plan of arrangement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms will have the following meanings:

(a) "**Arrangement**" means the arrangement pursuant to the Arrangement Provisions on the terms and conditions set out herein;

(b) "**Arrangement Agreement**" means the amended and restated arrangement agreement dated as of April 13, 2026, between E79 and Synergy, as may be supplemented or amended from time to time;

(c) "**Arrangement Provisions**" means Part 9, Division 5 of the BCBCA;

(d) "**BCBCA**" means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;

(e) "**Board of Directors**" means the Board of Directors;

(f) "**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;

(g) "**Consideration Shares**" has the meaning given in Section 3.1(b) of this Plan of Arrangement;

(h) "**Court**" means the Supreme Court of British Columbia;

(i) "**CSE**" means the Canadian Securities Exchange;

(j) "**Depositary**" means Odyssey Trust Company, or such other depositary as E79 may determine;

(k) "**Dissent Procedures**" means the rules pertaining to the exercise of Dissent Rights as set forth in Division 2 of Part 8 of the BCBCA and Article 5 of this Plan of Arrangement;

(l) "**Dissent Rights**" means the rights of a registered E79 Shareholder to dissent from the E79 Arrangement Resolution in accordance with the provisions of the BCBCA, as modified by the Interim Order, and to be paid the fair value of the E79 Shares in respect of which the holder dissents;

(m) "**Dissenting Share**" has the meaning given in Section 3.1(a) of this Plan of Arrangement;

(n) "**Dissenting Shareholder**" means a registered holder of E79 Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Procedures and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

(o) "**E79**" means Element79 Gold Corp., a company existing under the BCBCA;

(p) "**E79 Arrangement Resolution**" means the special resolution of the E79 Securityholders to approve the Arrangement, with or without amendment, as required by the Interim Order and the BCBCA;

(q) "**E79 Class A Shares**" means the E79 Shares after they have been re-named and re-designated as "Class A common shares without par value" pursuant to Section 3.1(c)(i) of this Plan of Arrangement;

(r) "**E79 Incentive Plan**" means the omnibus equity incentive plan of E79 adopted by the Board of Directors on May 19, 2022, and by the E79 Shareholders on June 22, 2022, as may be amended from time to time;

(s) "**E79 Options**" means options to acquire E79 Shares that are outstanding immediately prior to the Effective Time;

(t) "**E79 Optionholder**" means a holder of one or more E79 Options;

(u) "**E79 Shareholder**" means a holder of one or more E79 Shares;

(v) "**E79 Shares**" means the outstanding common shares without par value in the capital of E79, as they exist immediately prior to the Effective Time;

(w) "**E79 Warrant Certificates**" means the certificates representing the E79 Warrants;

(x) "**E79 Warrants**" means the share purchase warrants of E79 exercisable to acquire E79 Shares that are outstanding immediately prior to the Effective Time;

(y) "**E79 Warrantholder**" means a holder of one or more E79 Warrants;

(z) "**Effective Date**" will be the date of the closing of the Arrangement, as mutually agreed between E79 and Synergy;

(aa) "**Effective Time**" means such time on the Effective Date as agreed to by E79 and Synergy;

(bb) "**Final Order**" means the final order of the Court approving the Arrangement;

(cc) "**Information Circular**" means the management information circular of E79, including all schedules thereto, to be sent to the E79 Securityholders in connection with the Meeting, together with any amendments or supplements thereto;

(dd) "**Interim Order**" means the interim order of the Court providing advice and directions in connection with the Meeting and the Arrangement;

(ee) "**Letter of Transmittal**" means the letter of transmittal in respect of the Arrangement to be sent to E79 Shareholders together with the Information Circular;

(ff) "**Meeting**" means the special general meeting of the E79 Securityholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement Resolution;

(gg) "**New E79 Shares**" means a new class of voting common shares without par value which E79 will create and issue as described in Section 3.1(c)(ii) of this Plan of Arrangement and

for which the E79 Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the E79 Shares;

(hh) "**Person**" means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof;

(ii) "**Plan of Arrangement**" means this plan of arrangement, as the same may be amended from time to time;

(jj) "**Pro Rata Spin Out Share Distribution"** means the distribution of the Spin Out Shares to the E79 Shareholders and to the E79 Optionholders and E79 Warrantholders (subject to the exercise of the applicable E79 Options and E79 Warrants, respectively) on a pro rata basis, as calculated pursuant to the following ratio:

$$\textbf{\textit{Pro Rata Synergy Share Distribution}} = \frac{\textbf{\textit{Spin Out Shares}}}{(\textbf{\textit{E79 Shares+E79 Options+E79 Warrants}})};$$

(kk) "**Registrar**" means the Registrar of Companies under the BCBCA;

(ll) "**Share Distribution Record Date**" means the close of business on the last trading day on the CSE immediately prior to the Effective Date for the purpose of determining the E79 Shareholders entitled to receive New E79 Shares and Spin Out Shares pursuant to this Plan of Arrangement;

(mm) "**Spin Out Share Exchange Fraction**" means a fraction of (a) a Spin Out Share that will be distributed to an E79 Shareholder in partial exchange for each E79 Class A Share pursuant to the Pro Rata Spin Out Share Distribution and (b) a Spin Out Share that is distributable to an E79 Optionholder or E79 Warrantholder, upon the exercise of such holder's E79 Options or E79 Warrants;

(nn) "**Spin Out Shares**" means up to 9,000,000 Synergy Shares held by E79 and to be distributed to the E79 Securityholders (subject, with respect to the E79 Optionholders and E79 Warrantholders, to the exercise of the E79 Options and E79 Warrants, respectively, and which includes the Consideration Shares, and "**Spin Out Share**" means one such share;

(oo) "**Synergy**" means Synergy Metals Corp., a company incorporated under the BCBCA;

(pp) "**Synergy Shares**" means the common voting shares without par value in the capital of Synergy;

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

(rr) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended.

1.2 Interpretation Not Affected by Headings. The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specifically indicated, the terms "this Plan of Arrangement", "hereof", "hereunder" and similar expressions refer to this Plan of Arrangement as a whole and not to any particular article, section,

subsection, paragraph or subparagraph and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number and Gender. Unless the context otherwise requires, words importing the singular number only will include the plural and vice versa, words importing the use of either gender will include both genders and neuter.

1.4 Meaning. Words and phrases used herein and defined in the BCBCA will have the same meaning herein as in the BCBCA, except as otherwise provided or unless the context otherwise requires.

1.5 Date for any Action. If any date on which any action is required to be taken under this Plan of Arrangement is not a Business Day, such action will be required to be taken on the next succeeding Business Day.

1.6 Governing Law. This Plan of Arrangement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Article 2 – Arrangement Agreement

2.1 Arrangement Agreement. This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

2.2 Arrangement Effectiveness. The Arrangement and this Plan of Arrangement will become final and conclusively binding on E79, the E79 Shareholders (including Dissenting Shareholders), the E79 Optionholders, the E79 Warrantholders, and Synergy at the Effective Time without any further act or formality as required on the part of any Person, except as expressly provided herein.

Article 3 – The Arrangement

3.1 The Arrangement. Commencing at the Effective Time, the following will occur and be deemed to occur in the following chronological order without further act or formality, notwithstanding anything contained in the provisions attaching to any of the securities of E79 or Synergy, but subject to the provisions of Article 5:

(a) Each E79 Share outstanding in respect of which a Dissenting Shareholder has validly exercised their Dissent Rights (each, a "**Dissenting Share**") will be directly transferred and assigned by such Dissenting Shareholder to E79, without any further act or formality and free and clear of any liens, charges and encumbrances of any nature whatsoever, and will be cancelled and cease to be outstanding and such Dissenting Shareholders will cease to have any rights as E79 Shareholders other than the right to be paid the fair value for their E79 Shares by E79;

(b) Synergy will issue to E79, in consideration for the administrative support that E79 will provide to Synergy in connection with the Arrangement and Synergy's subsequent application to list on the CSE and for agreeing to enter into this Agreement, an aggregate of 8,000,000 Synergy Shares at a deemed price of $0.05 per Synergy Share (the "**Consideration Shares**"). The stated capital of the Synergy Shares will be increased by an amount equal to $400,000.

(c) The authorized share structure of E79 shall be altered by:

(i) re-naming and re-designating all of the issued and unissued E79 Shares as "Class A common shares without par value", and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, being the "E79 Class A Shares"; and,

(ii) creating a new class consisting of an unlimited number of "Common Shares without par value", with terms and special rights and restrictions identical to those of the E79 Shares immediately prior to the Effective Time, being the New E79 Shares.

(d) The Notice of Articles of E79 will be amended to reflect the alterations in Section 3.1(c) of this Plan of Arrangement.

(e) Each holder of an E79 Option outstanding immediately prior to the Effective Time will receive (and such holder will accept) upon the exercise of such holder's E79 Option, in lieu of each E79 Share to which such holder was theretofore entitled upon such exercise and for the same aggregate consideration payable therefor, one New E79 Share and one Spin Out Share Exchange Fraction which the holder would have been entitled to receive as a result of the transactions contemplated by this Agreement if, immediately prior to the Effective Time, such holder had been the registered holder of the E79 Share to which such holder was theretofore entitled upon exercise of such E79 Option. Until such exercise, such E79 Option will continue to be governed by and be subject to the terms of the E79 Incentive Plan. For greater certainty, no fractional Spin Out Share will be distributed to an E79 Optionholder upon exercise of E79 Options, and, as a result, all fractional amounts arising pursuant to the exercise of E79 Options and the calculation of Spin Out Share Exchange Fractions will be rounded down to the next whole number without any compensation therefor. If an E79 Option ultimately expires or is otherwise terminated prior to its exercise, then E79 will retain the Spin Out Share Exchange Fraction that the holder of such E79 Option was entitled to pursuant to this Plan of Arrangement and the aggregate number of Spin Out Share Exchange Fractions held by E79 upon exercise or termination of the E79 Options and E79 Warrants will be rounded down to the nearest whole number and any fraction will be cancelled by Synergy upon exercise or expiry of all such E79 Options and E79 Warrants.

(f) Each holder of an E79 Warrant outstanding immediately prior to the Effective Time will receive (and such holder will accept) upon the exercise of such holder's E79 Warrant, in lieu of each E79 Share to which such holder was theretofore entitled upon such exercise and for the same aggregate consideration payable therefor, one New E79 Share and one Spin Out Share Exchange Fraction which the holder would have been entitled to receive as a result of the transactions contemplated by this Agreement if, immediately prior to the Effective Time, such holder had been the registered holder of the E79 Share to which such holder was theretofore entitled upon exercise of such E79 Warrant. Until such exercise, such E79 Warrant will continue to be governed by and be subject to the terms of the applicable E79 Warrant Certificate. For greater certainty, no fractional Spin Out Share will be distributed to an E79 Warrantholder, upon exercise of E79 Warrants, and, as a result, all fractional amounts arising pursuant to the exercise of E79 Warrants and the calculation of Spin Out Share Exchange Fractions will be rounded down to the next whole number without any compensation therefor. If an E79 Warrant ultimately expires or is otherwise terminated prior to its exercise, then E79 will retain the Spin Out Share Exchange Fraction that the holder of such E79 Warrant was entitled to pursuant to this Plan of Arrangement and the aggregate number of Spin Out Share Exchange Fractions held by E79 upon exercise or termination of the E79 Options and E79 Warrants will be rounded down to the nearest whole number and any fraction will be cancelled by Synergy upon exercise or expiry of all such E79 Options and E79 Warrants.

(g) Each E79 Class A Share outstanding on the Share Distribution Record Date will be exchanged for: (i) one New E79 Share and (ii) one Spin Out Share Exchange Fraction. The holders of the E79 Class A Shares will be removed from the central securities register of E79 as the holders of such and will be added to the central securities register of E79 as the holders of the number of New E79 Shares that they have received on the exchange

set forth in this Section 3.1(g), and the Spin Out Shares distributed to the then holders of the E79 Class A Shares will be registered in the name of the former holders of the E79 Class A Shares and E79 will provide Synergy and its registrar and transfer agent notice to make the appropriate entries in the central securities register of Synergy.

(h) All of the issued E79 Class A Shares will be cancelled with the appropriate entries being made in the central securities register of E79, and the aggregate legal stated capital and paid-up capital (as that term is used for purposes of the Tax Act) of the New E79 Shares will be equal to that of the E79 Shares immediately prior to the Effective Time less the fair market value of the Spin Out Shares distributed on the exchange of E79 Class A Shares pursuant to Section 3.1(g) of this Plan of Arrangement. For the purposes of this Section 3.1(h), fair market value of the New E79 Shares and the Spin Out Shares will be determined by the Board of Directors, acting in good faith.

(i) The E79 Class A Shares, none of which will be issued or outstanding once the steps in Sections 3.1(g) and 3.1(h) of this Plan of Arrangement are completed, will be cancelled and the authorized share structure of E79 will be changed by eliminating the E79 Class A Shares.

(j) The Notice of Articles of E79 will be amended to reflect the alterations in Section 3.1(i) of this Plan of Arrangement.

3.2 No Fractional Shares. Notwithstanding any other provision of this Plan of Arrangement, no fractional Spin Out Shares will be distributed to an E79 Shareholder, E79 Optionholder, or E79 Warrantholder, and, as a result, all fractional amounts arising under this Plan of Arrangement will be rounded down to the next whole number without any compensation therefor. Any Spin Out Shares not distributed as a result of such rounding down or as a result of the expiry of E79 Options and E79 Warrants will be retained by E79 and such shares will be rounded down to the nearest whole number and any fraction will be cancelled by Synergy upon exercise or expiry of all such E79 Options and E79 Warrants.

3.3 Share Distribution Record Date. In Section 3.1(g) of this Plan of Arrangement, the reference to a holder of E79 Class A Shares will mean a Person who is an E79 Shareholder on the Share Distribution Record Date, subject to the provisions of Article 5 of this Plan of Arrangement.

3.4 Deemed Time for Redemption. In addition to the chronological order in which the transactions and events set out in Section 3.1 of this Plan of Arrangement will occur and will be deemed to occur, the time on the Effective Date for the exchange of E79 Class A Shares for New E79 Shares and Spin Out Shares set out in Section 3.1(g) of this Plan of Arrangement will occur and will be deemed to occur immediately after the time of listing of the New E79 Shares on the CSE on the Effective Date.

3.5 Deemed Fully Paid and Non-Assessable Shares. All New E79 Shares and E79 Class A Shares issued pursuant hereto will be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.

3.6 Supplementary Actions. Notwithstanding that the transactions and events set out in Section 3.1 of this Plan of Arrangement will occur and will be deemed to occur in the chronological or concurrent order therein set out without any act or formality, each of E79 and Synergy will be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in Section 3.1 of this Plan of Arrangement, including, without limitation, any resolutions of directors authorizing the issue, distribution, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, any necessary additions to or deletions from share registers, and agreements for stock options.

3.7 Withholding. Each of E79, Synergy and the Depositary will be entitled to deduct and withhold from any cash payment or any issue, transfer or distribution of New E79 Shares or Spin Out Shares made pursuant to this Plan of Arrangement such amounts as may be required to be deducted and withheld pursuant to the Tax Act or any other applicable law, and any amount so deducted and withheld will be deemed for all purposes of this Plan of Arrangement to be paid, issued, transferred or distributed to the Person entitled thereto under the Plan of Arrangement. Without limiting the generality of the foregoing, any New E79 Shares or Spin Out Shares so deducted and withheld may be sold on behalf of the Person entitled to receive them for the purpose of generating cash proceeds, net of brokerage fees and other reasonable expenses, sufficient to satisfy all remittance obligations relating to the required deduction and withholding, and any cash remaining after such remittance will be paid to the Person forthwith.

3.8 No Liens. Any exchange or transfer of securities pursuant to this Plan of Arrangement will be free and clear of any liens, restrictions, adverse claims or other claims of third parties of any kind.

3.9 U.S. Securities Law Matters. The Court is advised that the Arrangement will be carried out with the intention that all New E79 Shares and Spin Out Shares issued or distributed, as applicable, to E79 Shareholders in exchange for their E79 Shares on completion of the Arrangement will be issued or distributed, as applicable, in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by section 3(a)(10) of the U.S. Securities Act.

Article 4 – Certificates

4.1 E79 Class A Shares. Recognizing that the E79 Shares will be re-named and re-designated as E79 Class A Shares pursuant to Section 3.1(c)(i) of this Plan of Arrangement and that the E79 Class A Shares will be exchanged partially for New E79 Shares pursuant to Section 3.1(g) of this Plan of Arrangement, E79 will not issue replacement share certificates representing the E79 Class A Shares.

4.2 Synergy Share Certificates. As soon as practicable following the Effective Date, Synergy will deliver or cause to be delivered to the Depositary certificates representing the distributed Spin Out Shares to registered holders of E79 Shares as at immediately prior to the Effective Time in accordance with the provisions of Section 3.1(i) of this Plan of Arrangement, which certificates will be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of Section 6.1 of this Plan of Arrangement.

4.3 New E79 Share Certificates. As soon as practicable following the Effective Date, E79 will deliver or cause to be delivered to the Depositary certificates representing the issued New E79 Shares to registered holders of E79 Shares as at immediately prior to the Effective Time in accordance with the provisions of Section 3.1(g) of this Plan of Arrangement, which certificates will be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of Section 6.1 of this Plan of Arrangement.

4.4 Interim Period. Any E79 Shares traded after the Share Distribution Record Date will represent New E79 Shares as of the Effective Date and will not carry any rights to receive Spin Out Shares or any other Synergy Shares pursuant to this Plan of Arrangement.

4.5 Stock Option Agreements. The stock option agreements for the E79 Options will be deemed to be amended by E79 to reflect the amendments described in Section 3.1(e) of this Plan of Arrangement.

4.6 Warrant Certificates. The warrant certificates for the E79 Warrants will be deemed to be amended by E79 to reflect the amendments described in Section 3.1(e) of this Plan of Arrangement.

Article 5 – Rights of Dissent

5.1 Dissent Right. Registered holders of E79 Shares may exercise Dissent Rights with respect to their E79 Shares in connection with the Arrangement pursuant to the Interim Order and in the manner set forth

in the Dissent Procedures, as they may be amended by the Interim Order, Final Order or any other order of the Court, and provided that such Dissenting E79 Shareholder delivers a written notice of dissent to E79 at least two Business Days before the day of the Meeting or any adjournment or postponement thereof.

5.2 Dealing with Dissenting Shares. E79 Shareholders who duly exercise Dissent Rights with respect to their Dissenting Shares and who:

(a) are ultimately entitled to be paid fair value for their Dissenting Shares will be deemed to have transferred their Dissenting Shares to E79 for cancellation as of the Effective Time pursuant to Section 3.1(a) of this Plan of Arrangement; or

(b) for any reason are ultimately not entitled to be paid for their Dissenting Shares, will be deemed to have participated in the Arrangement on the same basis as a non-dissenting E79 Shareholder and will receive New E79 Shares and Spin Out Shares on the same basis as every other non-dissenting E79 Shareholder,

but in no case will E79 be required to recognize such Persons as holding E79 Shares on or after the Effective Date.

5.3 Reservation of Synergy Shares. If an E79 Shareholder exercises Dissent Rights, E79 will, on the Effective Date, set aside and not distribute that number of whole Spin Out Shares which are attributable to the E79 Shares for which Dissent Rights have been exercised. If the Dissenting E79 Shareholder is ultimately not entitled to be paid for their Dissenting Shares, E79 will distribute to such Dissenting E79 Shareholder his, her or its pro rata portion of the Spin Out Shares. If an E79 Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then E79 will retain the portion of the Spin Out Shares attributable to such E79 Shareholder and such shares will be dealt with as determined by the Board of Directors in its sole discretion.

Article 6 – Delivery of Shares

6.1 Delivery of Shares.

(a) Upon surrender to the Depositary for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding E79 Shares, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate will be entitled to receive in exchange therefor, and the Depositary will deliver to such holder following the Effective Time, a certificate representing the New E79 Shares and a certificate representing the Spin Out Shares that such holder is entitled to receive in accordance with Section 3.1 of this Plan of Arrangement.

(b) After the Effective Time and until surrendered for cancellation as contemplated by Section 6.1(a) of this Plan of Arrangement, each certificate that immediately prior to the Effective Time represented one or more E79 Shares will be deemed at all times to represent only the right to receive in exchange therefor a certificate representing the New E79 Shares and a certificate representing the Spin Out Shares that such holder is entitled to receive in accordance with Section 3.1 of this Plan of Arrangement.

6.2 Lost Certificates. If any certificate that immediately prior to the Effective Time represented one or more outstanding E79 Shares that were exchanged for New E79 Shares and Spin Out Shares in accordance with Section 3.1 of this Plan of Arrangement, will have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary will deliver in exchange for such lost, stolen or destroyed certificate, the New E79 Shares and Spin Out Shares that such holder is entitled to receive in accordance with Section 3.1 of this Plan of Arrangement. When authorizing such delivery of New E79 Shares and Spin Out Shares that such holder is

entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom such securities are to be delivered will, as a condition precedent to the delivery of such New E79 Shares and Spin Out Shares give a bond satisfactory to E79, Synergy and the Depositary in such amount as E79, Synergy and the Depositary may direct, or otherwise indemnify E79, Synergy and the Depositary in a manner satisfactory to E79, Synergy and the Depositary, against any claim that may be made against E79, Synergy or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and will otherwise take such actions as may be required by the Articles of E79.

6.3 Distributions with Respect to Unsurrendered Certificates. No dividend or other distribution declared or made after the Effective Time with respect to New E79 Shares or Spin Out Shares with a record date after the Effective Time will be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding E79 Shares unless and until the holder of such certificate will have complied with the provisions of Section 6.1 or 6.2 of this Plan of Arrangement, as applicable. Subject to applicable law and to Section 3.7 of this Plan of Arrangement, at the time of such compliance, there will, in addition to the delivery of the New E79 Shares and Spin Out Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such New E79 Shares and/or Spin Out Shares, as applicable.

6.4 Limitation and Proscription. To the extent that a former E79 Shareholder will not have complied with the provisions of Section 6.1 or 6.2 of this Plan of Arrangement, as applicable, on or before the date that is six (6) years after the Effective Date (the "Final Proscription Date"), then the New E79 Shares that such former E79 Shareholder was entitled to receive will be automatically cancelled and the Spin Out Shares that such former E79 Shareholder was entitled to receive will be retained by E79, in each case without any repayment of capital in respect thereof and such New E79 Shares and Spin Out Shares will be delivered to E79 by the Depositary and certificates representing such New E79 Shares will be cancelled by E79, and the interest of the former E79 Shareholder in such New E79 Shares and Spin Out Shares or to which it was entitled will be terminated as of such Final Proscription Date.

6.5 Paramountcy. From and after the Effective Time: (i) this Plan of Arrangement will take precedence and priority over any and all E79 Shares, E79 Options and E79 Warrants issued prior to the Effective Time; and (ii) the rights and obligations of (A) the registered holders of E79 Shares, E79 Options and E79 Warrants (B) E79, (C) Synergy, and (D) the Depositary and any transfer agent or other depositary therefor, will be solely as provided for in this Plan of Arrangement.

Article 7 – Amendments and Withdrawal

7.1 Amendments. E79, in its sole discretion, reserves the right to amend, modify and/or supplement this Plan of Arrangement from time to time at any time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is filed with the Court and, if made following the Meeting, approved by the Court.

7.2 Amendments Made Prior to or at the Meeting. Any amendment, modification or supplement to this Plan of Arrangement may be proposed by E79 at any time prior to or at the Meeting with or without any prior notice or communication, and if so proposed and accepted by the E79 Securityholders voting at the Meeting, will become part of this Plan of Arrangement for all purposes.

7.3 Amendments Made After the Meeting. Any amendment, modification or supplement to this Plan of Arrangement may be proposed by E79 after the Meeting but prior to the Effective Time and any such amendment, modification or supplement which is approved by the Court following the Meeting will be effective and will become part of the Plan of Arrangement for all purposes. Notwithstanding the foregoing, any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order unilaterally by E79, provided that it concerns a matter which, in the reasonable opinion of the Board of Directors, is of an administrative nature required to better give effect to the

implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any holder of E79 Securityholders.

7.4 Withdrawal. Notwithstanding any prior approvals by the Court or by E79 Securityholders, the Board of Directors may decide not to proceed with the Arrangement and to revoke the E79 Arrangement Resolution at any time prior to the Effective Time, without further approval of the Court or the E79 Securityholders.

* * * * *

Exhibit B

ARRANGEMENT RESOLUTION

BE IT RESOLVED as a special resolution of the securityholders of Element79 Gold Corp. (the "**Company**"), that:

1. The arrangement (the "**Arrangement**") under section 288 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**") involving the Company and Synergy Metals Corp. ("**Synergy**"), as more particularly described and set forth in the management information circular of the Company dated _____ (the "**Circular**"), (as the Arrangement may be, or may have been, modified or amended), is hereby authorized, approved and adopted.

2. The plan of arrangement, as it may be or has been amended (the "**Plan of Arrangement**"), involving the Company and Synergy, and implementing the Arrangement, the full text of the Plan of Arrangement is set out in the Circular (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.

3. The amended and restated arrangement agreement (the "**Arrangement Agreement**") between the Company and Synergy dated April 13, 2026, and all the transactions contemplated therein, the actions of the directors of the Company in approving the Arrangement and any amendments thereto and the actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and any amendments thereto are hereby confirmed, ratified, authorized and approved.

4. Notwithstanding that these resolutions have been passed (and the Arrangement adopted) or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of the Company are hereby authorized and empowered, without further notice to, or approval of, any securityholder of the Company:

    a. to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement;

    b. or subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement.

5. Any one or more directors or officers of the Company is hereby authorized, for and on behalf and in the name of the Company, to execute and deliver, all such agreements, applications, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:

    a. all actions required to be taken by or on behalf of the Company, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and

    b. the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by the Company;

    c. such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

SCHEDULE C
INTERIM ORDER

Please see attached.

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
APR 17 2026
ENTERED

No. S-262852
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT*. S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING ELEMENT79 GOLD CORP. AND SYNERGY METALS CORP.

ELEMENT79 GOLD CORP.

PETITIONER

ORDER MADE AFTER APPLICATION
(Interim Order)

BEFORE } ASSOCIATE JUDGE BILAWICH } April 17, 2026

THIS WITHOUT NOTICE APPLICATION of the Petitioner, Element79 Gold Corp. ("**E79**"), filed April 15, 2026, coming on for hearing at Vancouver, British Columbia, on the 17th day of April, 2026; AND ON HEARING Katelyn J. Jones, counsel for the Petitioner; AND UPON READING the Petition to the Court and the Affidavit No. 1 of Michael Smith sworn April 15, 2026 (the "**Smith Affidavit**"), filed herein; AND pursuant to sections 186 and 288-291 of the *Business Corporations Act*, SBC 2002, c 57, as amended (the "***BCBCA***"), for an Interim Order for directions seeking approval of a plan of arrangement under Division 5 of Part 9 of the *BCBCA*; AND UPON BEING ADVISED it is the intention of the parties to rely upon section 3(a)(10) of the *United States Securities Act of 1933*, as amended, as a basis for an exemption from the registration requirements thereof respecting the issuance of securities under the proposed arrangement based on the Court's approval of the arrangement and determination that the arrangement is substantively and procedurally fair and reasonable to those who will receive securities in the exchange;

THIS COURT ORDERS that:

DEFINITIONS

1. As used in this Order, unless otherwise defined, terms beginning with capital letters have the respective meanings set out in the draft Notice of Special Meeting and Management Information Circular dated April 20, 2026 (the "**Circular**"), attached as Exhibit **"A"** to the Smith Affidavit.

THE MEETING

2. Pursuant to the *BCBCA* and the articles of E79, E79 is authorized and directed to call, hold and conduct a special meeting (the "**Meeting**") of its holders of common shares, its holders of options to purchase common shares and its holders of warrants to purchase common shares (the holders of which are collectively referred to as "**E79 Securityholders**") to be held on May 21, 2026 at 10:00 a.m. (PST), at the offices of MLT Aikins LLP located at 2600 – 1066 West Hastings Street, Vancouver, British Columbia V6E 3X1:

    a. to, amongst other matters, consider and, if deemed appropriate, pass, with or without variation, a special resolution to approve a proposed plan of arrangement (the "**Plan of Arrangement**") under s. 288 of the *BCBCA* involving E79 and Synergy, substantially in the form set out at Schedule "A" to the Circular (the "**Arrangement Resolution**"); and

    b. to consider any permitted amendment to or variation of any matter identified in the Notice of Special Meeting, and to transact such other business as may properly come before the Meeting or any postponement or adjournment thereof.

3. The record date for determining the E79 Securityholders entitled to receive notice of, attend and vote at the Meeting shall be April 20, 2026 (the "**Record Date**").

4. The Meeting shall be called, held and conducted in accordance with the *BCBCA*, the articles of E79 and the Circular, subject to the terms of this Interim Order, and any further Order of this Court, and the rulings and directions of the Chair of the Meeting, such rulings and directions not to be inconsistent with this Interim Order.

5. The only persons entitled to be represented and to vote at the Meeting shall be the registered E79 Securityholders as at the close of business on the Record Date, or their respective and duly-appointed proxyholders.

ADJOURNMENT

6. Notwithstanding the provisions of the *BCBCA* and the articles of E79, and subject to the terms of the Arrangement Agreement, E79, if it deems advisable, is specifically authorized to adjourn or postpone the Meeting, on one or more occasions (whether or not a quorum is present), and for such period or periods of time as E79 deems advisable, as applicable, without the necessity of first convening the applicable Meeting or first obtaining any vote of the E79 Securityholders respecting any such adjournment or postponement and without the need for approval of the Court. Notice of any such adjournments or postponements shall be given by such method as E79 may determine is appropriate in the circumstances, including by press release, news release, newspaper advertisement, or by notice sent to the E79 Securityholders by one of the methods specified in paragraph 11 of this Interim Order. This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

7. The Record Date shall not change in respect of adjournments or postponements of the Meeting.

8. At any subsequent reconvening of the Meeting, all proxies will be voted in the same manner as the proxies would have been voted at the original convening of the Meeting, except for any proxies that have been effectively revoked or withdrawn prior to the subsequent reconvening of the Meeting.

AMENDMENTS

9. Prior to the Meeting, E79 is authorized to make such amendments, revisions and/or supplements to the proposed Arrangement and Plan of Arrangement, subject to the terms of the Arrangement Agreement, without any additional notice to the E79 Securityholders, and the Arrangement and Plan of Arrangement as so amended, revised and supplemented shall be the Arrangement and Plan of Arrangement submitted to the Meeting, and the subject of the Arrangement Resolution, amendments, revisions and/or supplements to the Plan of Arrangement may be made following the Meeting, but shall be subject to review and, if appropriate, further direction by this Court at the hearing for the final approval of the Plan of Arrangement.

NOTICE OF MEETING

10. The Circular is hereby deemed to represent sufficient and adequate disclosure, including for the purpose of s. 290(1)(a) of the *BCBCA*, and E79 shall not be required to send to the E79 Shareholders any other or additional statement pursuant to s. 290(1)(a) of the *BCBCA*.

11. E79 shall mail the Circular, form of proxy and voting instruction form in substantially the same forms as contained at Exhibits **"A", "D"** and **"E"** of the Smith Affidavit (collectively, the "**Meeting Materials**"), with such deletions, amendments or additions thereto as counsel to E79 may advise are necessary or desirable, provided that such amendments are not inconsistent with the terms of this Interim Order, and will be sent:

    a. to registered E79 Securityholders, as determined as at the Record Date, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of mailing or delivery, by prepaid ordinary mail, addressed to the registered E79 Securityholders at its address as it appears in the Company's central securities register as at the Record Date; and

    b. to non-registered E79 Securityholders by providing, in accordance with *National Instrument 54-101 – Communications with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators, the requisite number of copies of the Meeting Materials to intermediaries and registered nominees to facilitate the distribution of the Meeting Materials to those non-registered E79 Securityholders, and substantial compliance with this paragraph shall constitute sufficient notice of the Meeting; and

    c. to the directors and auditors of E79 by prepaid ordinary mail, or by email or facsimile transmissions, to such persons at least twenty-one (21) days prior to the date of the Meeting, excluding the date of mailing or delivery,

    and substantial compliance with this paragraph shall constitute good and sufficient notice of the Meeting.

12. Accidental failure or omission by E79 to give notice to any one or more E79 Securityholders, its directors or the auditors (collectively, the "**E79 Materials Recipients**") or the non-receipt of such notice by one or more E79 Materials Recipients, or any failure or omission to give such notice as a result of events beyond the reasonable control of E79 (including, without limitation, any inability to use postal services), will not constitute a breach of this Interim Order or a defect in the calling of the Meeting, and shall not invalidate any resolution passed or proceedings taken at the Meeting, but if any such failure or omission is brought to the attention of E79, then it shall use reasonable efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

13. No other form of service of the Meeting Materials or any portion thereof need be made or notice given or other material served in respect of these proceedings or the Meeting, except as may be directed by a further order of this Court. Provided that Notice of the Meeting of E79 Securityholders and the provision of the Meeting Materials to the E79 Materials Recipients take place in compliance with this Interim Order, the requirement of s. 290(1)(b) of the *BCBCA* to include certain disclosure in any advertisement of the Queue Meeting is waived.

DEEMED RECEIPT OF NOTICE

14. The Meeting Materials shall be deemed, for the purposes of this Interim Order, to have been received:

    a. in the case of mailing, the third day, Saturdays and holidays excepted, following the date of mailing; and

    b. in the case of any means of transmitted, recorded or electronic communication, when dispatched or delivered for dispatch.

15. Sending of the Meeting Materials in accordance with paragraph 11 of this Interim Order shall constitute good and sufficient service of notice of the within proceedings on all persons who are entitled to be served. No other form of service need be made. No other materials need be served on such persons in respect of these proceedings, and service of the affidavits in support is dispensed with.

AMENDMENTS OR UPDATES TO MEETING MATERIALS

16. Notice of any amendments, updates or supplement to any of the information provided in the Meeting Materials may be communicated to the E79 Materials Recipients by notice sent to the E79 Materials Recipients by the means set forth in paragraph 11 herein, as determined to be the most appropriate method of communication by E79.

QUORUM AND VOTING

17. The Chair of the Meeting shall be determined by E79.

18. The quorum at the Meeting shall be not less than two persons who are, or represented by proxy, E79 Shareholders holding in the aggregate, at least 5% of the issued Shares entitled to vote at the Meeting.

19. The vote required to pass the Arrangement Resolution shall be by at least:

a. two-thirds of the votes cast on the Arrangement Resolution by E79 Shareholders (other than Dissenting E79 Shareholders) present in person or represented by proxy and entitled to vote at the Meeting, with each E79 Share entitling an E79 Shareholder to one vote

b. two-thirds of the votes cast on the Arrangement Resolution by E79 Securityholders (other than the Dissenting E79 Shareholders) present in person or represented by proxy and entitled to vote at the Meeting, with each E79 Share, each E79 Option and each E79 Warrant entitling an E79 Securityholder to one vote; and

c. a simple majority of the votes cast on the Arrangement Resolution by E79 Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding for the purposes of (iii) the votes in respect of E79 Shares held or controlled by persons described in items (a) through (d) of Section 8.1(2) of *Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions.*

20. Any spoiled votes, illegible votes, defective votes and abstentions shall be deemed to be votes not cast and the E79 Shares represented by such spoiled votes, illegible votes, defective votes or abstentions shall be counted in determining the number of E79 Shares represented at the Meeting. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

21. In all other respects, the articles of E79 will apply in respect of the Meeting.

SCRUTINEER

22. The scrutineer for the Meeting shall be Odyssey Trust Company (acting through its representatives for that purpose). The duties of the scrutineer shall include:

a. reviewing and reporting to the Chair on the deposit and validity of proxies;

b. reporting to the Chair on the quorum of the Meeting;

c. reporting to the Chair on the polls taken or ballots cast, if any, at the Meeting; and

d. providing to the Company and to the Chair written reports on matters related to their duties.

SOLICITATION OF PROXIES

23. E79 is authorized to use the form of proxy in connection with the Meeting, in substantially the same form as attached at Exhibit **"D"** of the Smith Affidavit. E79 may in its sole discretion, but is not required to, waive generally the time limits for deposit of proxies by the E79 Securityholders in the circumstances contemplated by the Arrangement Agreement (as described in the Circular) if E79 otherwise deems it reasonable to do so.

24. E79 is authorized, at its expense, to solicit proxies, directly and through its officers, directors and employees, and through such agents or representatives as it may retain for the purpose, and by mail or such other forms of personal or electronic communication as it may determine.

25. The procedure for the delivery, revocation and use of proxies at the Meeting shall be as set out in the Meeting Materials.

DISSENT RIGHTS

26. Each Registered E79 Shareholder may exercise dissent rights pursuant to ss. 237-247 of the *BCBCA* in connection with the Arrangement Resolution. In order for a Registered Shareholder who wishes to exercise such dissent right must provide written notice of dissent (the "**Notice of Dissent**"), which must be sent to and received by E79, by way of their solicitors, at:

MLT Aikins LLP
2600-1066 West Hastings Street
Vancouver, BC V6E 3X1
Attn: Mahdi Shams/Katelyn J. Jones

not later than 10:00 a.m. (PST) on May 19, 2026, or in the case of any adjournment or postponement of the Meeting, the day that is two (2) business days immediately preceding the date of the Meeting. The Notice of Dissent must otherwise strictly comply with the requirements of the *BCBCA*. For the purposes of these proceedings, the "court" referred to in sections 238-247 of the *BCBCA* means this Honourable Court.

27. Notice to the E79 Shareholders of their Dissent Right with respect to the Arrangement Resolution will be given by including information with respect to the Dissent Right in the Circular to be sent to the E79 Shareholders in accordance with the Interim Order.

28. Subject to further order of this Court, the right available to the E79 Shareholders under the *BCBCA* and the Arrangement Agreement to dissent from the Arrangement will constitute full and sufficient Dissent Rights for the Queue Shareholders with respect to the Arrangement.

APPLICATION FOR FINAL ORDER

29. Following and subject to the approval, with or without variation by the E79 Securityholders of the Plan of Arrangement in the manner set forth in this Interim Order, the Petitioner may apply to this Court for, *inter alia*, an Order:

a. approving the Arrangement pursuant to s. 291(4)(a) of the *BCBCA*; and

b. declaring that the terms and conditions of the Arrangement are substantively and procedurally fair and reasonable pursuant to s. 291(4)(c) of the *BCBCA*;

(collectively, the "**Final Order**"),

and that the hearing of the Final Order will be held on May 27, 2026, at the Courthouse at 800 Smithe Street, Vancouver, British Columbia or as soon thereafter as the hearing of the Final Order can be heard or at such other date and time as this Court may direct.

30. The form of Notice of Hearing of Petition is hereby approved as the form of Notice of Proceedings for such approval.

31. Any E79 Securityholder (collectively, the "**Final Order Hearing Parties**") has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order, subject to the terms of this Interim Order. Any Final Order Hearing Party seeking to appear at the hearing of the application for the Final Order shall:

a. complete and file with this Court a Response to Petition, in the form prescribed by the British Columbia *Supreme Court Civil Rules*;

b. serve a copy of the filed Response to Petition together with a copy of all materials upon which the Final Order Hearing Party intends to rely upon at the hearing for the Final Order, to the Petitioners' solicitors at:

MLT Aikins LLP
Suite 2600 - 1066 West Hastings Street
Vancouver, BC V6E 3X1

Attention: Katelyn J. Jones
Email: kjones@mltaikins.com

by or before 4:00 p.m. (PST) on May 22, 2026

32. Any materials to be filed by the Petitioner in support of the within Application for final approval of the Plan of Arrangement may be filed up to one (1) day prior to the hearing of the application without further order of this Honourable Court.

33. In the event the within application for final approval does not proceed on the date set forth in the Notice of Hearing of Petition, or is adjourned, only those persons who served and filed a Response to Petition in accordance with paragraph 30 shall be entitled to be given notice of the adjourned date.

EXTRA-TERRITORIAL ASSISTANCE

34. This Court seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or territory and any court or any judicial, regulatory or administrative body of the United States, or any other country to act in aid of and to assist this Honourable Court in carrying out the terms of this Interim Order.

VARIANCE

35. The Petitioner shall be entitled, at any time, to apply to vary this Interim Order and apply for such other orders and direction from the Court as may be appropriate.

36. To the extent of any inconsistency or discrepancy between this Interim Order and the Circular, the *BCBCA*, the articles of E79 and/or the *Supreme Court Civil Rules*, this Interim Order will govern.

37. Endorsement of the Interim Order by counsel appearing on this Petition, except for counsel for the Petitioner, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Katelyn J. Jones
☐ party
☒ Lawyer for the Petitioner

By the Court.

Registrar

CHECKED

SCHEDULE D
PETITION TO THE COURT AND NOTICE OF HEARING (FOR FINAL ORDER)

Please see attached.

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
APR 15 2026

SE262852

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE BUSINESS CORPORATIONS ACT. S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING ELEMENT79 GOLD CORP. AND SYNERGY METALS CORP.

ELEMENT79 GOLD CORP.

PETITIONER

PETITION TO THE COURT

ON NOTICE TO:

This Petition is without notice.

The address of the registry is:

Vancouver Law Courts
800 Smithe Street
Vancouver, B.C. V6Z 0C8

The Petitioner estimates that the hearing of the petition will take thirty (30) minutes.

☐ This matter is an application for judicial review.

☒ This matter is not an application for judicial review.

This proceeding is brought for the relief set out in Part 1 below, by the Petitioner.

If you intend to respond to this petition, you or your lawyer must

(a) file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and

(b) serve on the petitioner

(i) 2 copies of the filed response to petition, and

(ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to petition within the time for response.

Time for response to petition

A response to petition must be filed and served on the petitioner,

(a) if you reside anywhere within Canada, within 21 days after the date on which a copy of the filed petition was served on you,

(b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed petition was served on you,

(c) if you reside elsewhere, within 49 days after the date on which a copy of the filed petition was served on you, or

(d) if the time for response has been set by order of the court, within that time.

(1) The address of the registry is: 800 Smithe Street, Vancouver, B.C., V6Z 0C8

(2) The ADDRESS FOR SERVICE of the Petitioner is:

c/o MLT Aikins LLP
2600 – 1066 West Hastings Street
Vancouver, B.C. V6E 3X1

Attention: Katelyn Jones

E-mail address for service of the petitioner: kjones@mltaikins.com / jqu@mltaikins.com

The name and office address of the Petitioner's lawyers are:

Katelyn Jones
MLT Aikins LLP
2600 – 1066 West Hastings Street
Vancouver, B.C. V6E 3X1

CLAIM OF THE PETITIONER

Part 1: ORDERS SOUGHT

1. The Petitioner, Element79 Gold Corp. ("**E79**" or the "**Company**"), applies to this Court pursuant to ss. 186 and 288-297 of the *Business Corporations Act*, SBC 2002, Ch 57, as amended or superseded (the "***BCBCA***"), Rules 2-1, 4-4, 4-5 and 16-1 of the *Supreme Court Civil Rules*, and the inherent jurisdiction of the Court for:

(a) an *ex parte* interim order (the "**Interim Order**") for the convening and conduct of a special meeting (the "**Meeting**") of E79 Securityholders to take place on May 21, 2026 at 10:00 a.m. (PST), substantially in the form set out in the draft Management Information Circular (the "**Circular**") attached as Exhibit "A" to the Affidavit of Michael Smith sworn April 15, 2026 (the "**Smith Affidavit**"), as filed herein;

(b) an order (the "**Final Order**") approving the plan of arrangement substantially in the form attached hereto as Schedule "A" to this Petition, including a declaration that the terms and conditions of the Arrangement (as defined below) and the exchange of securities to be effected thereby are procedurally and substantively fair and reasonable to those who will receive securities pursuant to the Arrangement and any other affected person; and

(c) such further and other relief as counsel for the Petitioner may advise and this Honourable Court may deem just.

Part 2: FACTUAL BASIS

Definitions

1. Unless otherwise defined, terms beginning with capital letters have the respective meanings set out in the Notice of Special Meeting and the Circular, attached as Exhibit A to the Smith Affidavit.

Parties to the Arrangement

2. E79 is a company existing under the laws of British Columbia with a registered and records office located at 1100 – 1111 Melville Street, Vancouver, British Columbia V6E 3V6. It is a Canadian gold exploration company with the objective of exploring and ultimately developing gold projects in the U.S. and Peru.

3. E79 is a reporting issuer under the applicable Canadian securities laws in the provinces of British Columbia and Ontario. E79 files its continuous disclosure documents with the Canadian Securities Administrators in British Columbia. The common shares of E79 are listed for trading on the following: the Canadian Securities Exchange (under the symbol "**ELEM**"), the Frankfurt Stock Exchange in Germany (under the symbol "**7YS0**") and OTCQB in the United States (under the symbol "**ELMGF**").

4. As of April 20, 2026 (the "**Record Date**"), E79's authorized capital consists of an unlimited number of E79 Shares including as follows:

(a) 207,373,844 E79 Shares validly issued and outstanding as fully-paid and non-assessable shares of E79;

(b) 8,040,833 E79 Options outstanding; and

(c) 9,181,732 E79 Warrants outstanding.

5. As of the Record Date, to the knowledge of the directors and executive officers of E79, no persons beneficially own, control or direct, directly or indirectly, more than 10% of the outstanding E79 Shares.

6. Synergy Metals Corp. ("**Synergy**") is a company existing under the laws of British Columbia with a registered and records office located at 1100 – 1111 Melville Street, Vancouver, British Columbia V6E 3V6.

7. Synergy currently holds no producing properties and consequently has no current operating income, cash flow or revenues. The only property Synergy holds an interest in is a gold project located in Timmins, Ontario (the "**Dale Property**").

The Arrangement

8. The Company's management and Board of Directors (the "**Board**") regularly review and evaluate, with the assistance of financial and legal advisors, the Company's operations, financial performance and potential strategic options, with the goal of enhancing shareholder value. Strategic options and opportunities available to the Company included possible strategic transactions with various industry participants.

9. As part of the above-noted process, the management and the Board wishes to reorganize E79 into two separate companies: (a) E79, a gold exploration company with the objective of exploring and ultimately developing gold projects in Peru and the U.S., and (b) SpinCo (being Synergy as it will exist after the Arrangement), an exploration company focused on the Dale Property.

10. The following steps took place leading up to the Company's proposal of the Arrangement:

    (a) On or around April 7, 2020 E79 entered into an option agreement with respect to the Dale Property (the "**E79 Option Agreement**");

    (b) On or around July 1, 2023 E79 assigned the E79 Option Agreement to Synergy in consideration of the issuance of 2,000,000 common shares of Synergy to E79 (the "**Assignment**");

    (c) On August 22, 2023 Synergy and the Optionor entered into the Dale Option Agreement which replaced the E79 Option Agreement;

    (d) On January 10, 2025 Synergy and E79 entered into an arrangement agreement, as amended pursuant to amending agreements dated April 30, 2025, and October 31, 2025;

    (e) On April 13, 2026 Synergy and E79 entered into an amended and restated Arrangement Agreement, amending and restating the original arrangement agreement entered into on January 10, 2025;

    (f) On January 10, 2025 Synergy, 1425957 BC Ltd. ("**142**"), 1515041 BC Ltd. ("**151**") and E79 entered into a merger agreement, as amended pursuant to amending agreements dated April 30, 2025, and October 31, 2025, subject to the approval by shareholders of 142 and 151 (being Synergy, the sole shareholder of 151); and

(g) On April 13, 2026, Synergy, 142, 151 and E79 entered into an amended and restated Arrangement Agreement, amending and restating the original arrangement agreement entered into on January 10, 2025.

11. The principal steps of the Arrangement include as follows:

(a) Synergy will issue to E79 an additional 8,000,000 Synergy Shares at a deemed price of $0.05 per share as consideration for the administrative support that E79 will provide to Synergy in connection with the Arrangement and SpinCo's application to list the Resulting Issuer Shares on the CSE, and for agreeing to enter into the Arrangement Agreement;

(b) the existing E79 Shares will be re-designated as E79 Class A Shares and the special rights and restrictions attached to those shares will be amended to provide the holders thereof with two votes in respect of each share held;

(c) E79 will create a new class of common shares known as the New E79 Shares, with terms and special rights and restrictions identical to E79 Class A Shares;

(d) all outstanding E79 Options will be adjusted to allow holders to acquire, upon exercise, one New E79 Share and one Spin Out Share Exchange Fraction for each E79 Option exercised;

(e) all outstanding E79 Warrants will be adjusted to allow holders to acquire, upon exercise, one New E79 Share and one Spin Out Share Exchange Fraction for each E79 Warrant exercised;

(f) each E79 Class A Share outstanding on the Distribution Record Date will be exchanged for one New E79 Share and one Spin Out Share Exchange Fraction; and

(g) the E79 Class A Shares will be cancelled and E79's authorized share structure will be amended by eliminating the E79 Class A Shares.

12. As a result of the Arrangement, E79 Shareholders on the Distribution Record Date will no longer hold their E79 Shares, and instead will receive one New E79 Share and one Spin Out Share Exchange Fraction for every one E79 Share held at the Effective Time and, as a result, will hold shares in two companies.

13. Further information respecting, among other things, representations and warranties, covenants, and conditions precedent to the Arrangement, and the effect of the Arrangement is included in the Circular attached at Exhibit A of the Smith Affidavit.

Recommendation of the Board & Fairness of the Arrangement

14. The Board, after careful consideration and having received advice from its financial and legal advisors, has unanimously concluded that the Arrangement is fair to the Securityholders and in the best interests of the Company.

15. In determining that the Arrangement is fair to the Securityholders and in the best interests of the Company, the Board considered and relied upon a variety of information and factors, including, among others:

(a) *Financial Condition* – The financial condition, business and operations of E79 on both a historical and prospective basis, and information in respect to Spin Out on a pro forma basis, as well as the historical price of E79 shares;

(b) *Distinct Investment Opportunities* – The Arrangement is expected to provide Securityholders with enhanced value by creating independent investment opportunities in two companies: one with gold exploration/development stage projects in Peru and the United States, and the other with a gold exploration stage project in Ontario, Canada. Further, the Arrangement will enable investors, analysts and other stakeholders or potential stakeholders to more accurately value each company and compare the assets to appropriate peers. Shareholders will benefit by holding shares in two separate public companies (assuming a listing of the Resulting Issuer proceeds as is contemplated);

(c) *Enhanced Value of Assets* – The Arrangement is expected to unlock the value of the Dale Property which is not fully valued in the E79 portfolio and was not planned to be retained or advanced by E79 going forward;

(d) *Sharper Business Focus* – The Arrangement will enable E79 to focus on its core properties in Peru and the United States. Each company will have a sharper business focus, enabling them to pursue independent business and financing strategies best suited to their respective business plans. Each company will be enabled to pursue independent growth and capital allocation strategies. Each company can be led by experienced executives and directors who have the appropriate skills and experience aligned with assets;

(e) *Expanding Base* – Separating E79 and Spin Out will expand Spin Out's potential shareholder base and provide additional marketing opportunities and access to development capital;

(f) *Fairness Opinion* – The Board engaged RwE Growth Partners, Inc., as its independent financial advisor and received the Fairness Opinion which concluded, as at the date thereof and subject to the assumptions, limitations and qualifications contained therein, that the Consideration to be paid to the Company pursuant to the Arrangement is fair, from a financial point of view, to Securityholders;

(g) *Review of Strategic Alternatives* – Prior to entering into the Arrangement Agreement, the Board evaluated, with input from management, the business and strategic opportunities of the Company with the objective of maximizing Shareholder value in a manner consistent with the best interests of the Company;

(h) *Dissent Rights* – Registered Shareholders entitled to vote at the Meeting have the ability to exercise Dissent Rights and receive fair value for their Shares as determined by the Court, subject to strict compliance with all requirements applicable to the exercise of Dissent Rights;

(i) *Approval Procedure* – the procedures by which the Arrangement is to be approved, including the requirement for approval of the Arrangement by (i) 66⅔% of the votes cast on the Arrangement Resolution by E79 Shareholders (other than Dissenting E79 Shareholders) present in person or represented by proxy and entitled to vote at the Meeting, with each E79 Share entitling an E79 Shareholder to one vote; (ii) 66⅔% of the votes cast on the Arrangement Resolution by E79 Securityholders (other than the Dissenting E79 Shareholders) present in person or represented by proxy and entitled to vote at the Meeting, with each E79 Share, each E79 Option and each E79 Warrant entitling an E79 Securityholder to one vote; (iii) a simple majority of the votes cast on the Arrangement Resolution by E79 Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding for the purposes of (iii) the votes in respect of E79 Shares held or controlled by persons described in items (a) through (d) of Section 8.1(2) of Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions; and (iv) the Court after a hearing at which fairness to securityholders will be considered; and

(j) *Court Approval* – The Arrangement is subject to a judicial determination of the Court that the Arrangement is fair and reasonable, both procedurally and substantively, to Shareholders and other affected persons.

16. In the course of its deliberations, the Board also considered a variety of risks and other potentially negative factors relating to the Arrangement including, but not limited to:

(a) The trading price of E79 Shares on the Effective Date may vary from the price as at the date of execution of the Arrangement Agreement, the date of this Circular and the date of the Meeting and may fluctuate depending on investors' perceptions of the merits of the Arrangement;

(b) The number of SpinCo Shares being distributed in connection with the Arrangement will not change despite decreases or increases in the market price of the E79 Shares. Many of the factors that affect the market price of the E79 Shares are beyond the control of E79. These factors include fluctuations in commodity prices, fluctuations in currency exchange rates, changes in the regulatory environment, adverse political developments, prevailing conditions in the capital markets and interest rate fluctuations;

(c) There is no assurance that the Arrangement will be completed or that, if completed, the SpinCo Shares or Resulting Issuer Shares, as applicable, will be listed and posted for trading on any stock exchange, in which case there will be limited liquidity for the holders of SpinCo Shares or Resulting Issuer Shares, as applicable;

(d) There is no assurance that the Arrangement can be completed as proposed or without E79 Shareholders exercising their dissent rights in respect of a substantial number of E79 Shares;

(e) There is no assurance that the businesses of E79 or SpinCo or the Resulting Issuer, assuming completion of the Amalgamation, will be successful;

(f) There is no assurance that SpinCo, after completing the Arrangement, will be able to complete the Amalgamation or list the SpinCo Shares or the Resulting Issuer Shares on a recognized stock exchange;

(g) While E79 believes that the SpinCo Shares to be distributed to E79 Shareholders pursuant to the Arrangement will not be subject to any resale restrictions (except for securities held by control persons and except for any restrictions flowing from current restrictions associated with an E79 Shareholder's E79 Shares), there is no assurance that this is the case, and each E79 Shareholder is urged to obtain appropriate legal advice regarding applicable securities legislation;

(h) The transactions may give rise to significant adverse tax consequences to E79 Securityholders and each such E79 Securityholder is urged to consult his, her or its own tax advisor; and

(i) Certain costs related to the Arrangement, such as legal and accounting fees, must be paid by E79 even if the Arrangement is not completed.

17. Further information respecting information considered by the Board and risk factors to the Arrangement is included in the Circular attached at Exhibit "A" of the Smith Affidavit, filed herein.

18. The Board believes that, overall, the anticipated benefits of the Arrangement to the Company outweigh the risks and other potential negative factors relating to the Arrangement.

19. In view of the variety of factors considered in connection with its evaluation of the Plan of Arrangement, the Board did not find it practicable to and did not quantify or otherwise assign relative weights to the specific factors considered in reaching their decision.

Meeting & Approval

20. The Meeting will be held on May 21, 2026 at 10:00 a.m. (PST) at the offices of MLT Aikins LLP located at 2600 – 1066 West Hastings Street, Vancouver, British Columbia, V6E 3X1.

21. For the Plan of Arrangement to be implemented, the Arrangement Resolution must be approved by an affirmative vote of at least:

(a) 66⅔% of the votes cast on the Arrangement Resolution by E79 Shareholders (other than Dissenting Shareholders) present in person or represented by proxy and entitled to vote at the Meeting, with each E79 Share entitling an E79 Shareholder to one vote,

(b) 66⅔% of the votes cast on the Arrangement Resolution by E79 Securityholders (other than the Dissenting Shareholders) present in person or represented by proxy and entitled to vote at the Meeting, with each E79 Share, each E79 Option and each E79 Warrant entitling an E79 Securityholder to one vote; and

(c) a simple majority of the votes cast on the Arrangement Resolution by E79 Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding for the purposes of (c) the votes in respect of E79 Shares held

or controlled by persons described in items (a) through (d) of Section 8.1(2) of *Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions*.

22. Notice of the Meeting will be accompanied by a proxy form for use by Securityholders in respect of the Arrangement Resolution. All Securityholders are entitled to vote on the Arrangement Resolution. All Securityholders will receive a package containing, *inter alia*, the Circular, notice of the Meeting, the form of proxy, and the notice of hearing of petition. The Circular describes the background leading to the Plan of Arrangement, the terms of the Plan of Arrangement, the reasons for and fairness of the Plan of Arrangement, and the steps the Securityholders may take to vote. Particularly, the following material and documentation are substantially in the forms as attached at Exhibits "A" to "E", respectively, to the Smith Affidavit, filed herein:

(a) the Circular that includes, *inter alia*:

(i) the Notice of Meeting of Securityholders;

(ii) information concerning the Meeting;

(iii) an explanation of the effect of the Plan of Arrangement;

(iv) the text of the Arrangement Resolution (being Schedule A to the Circular);

(v) the text of the proposed Plan of Arrangement (being Schedule B to the Circular); and

(vi) a copy of the within Petition to the Court, Notice of Hearing of Petition (for Final Order) and Interim Order (being Schedules D, and C to the Circular),

(b) the form of proxy for the registered Securityholders to use in respect of the Arrangement Resolution in connection with the Meeting; and

(c) the voting instruction forms for use in connection with the meeting.

(collectively, the "**Meeting Materials**").

23. The Meeting Materials will be sent to the Securityholders before the Meeting, and will be distributed at least 21 days before the Meeting, by delivery in person or by mail, addressed to each such holder at his, her or its address, as shown on the books and records of the Company, as applicable, as of the Record Date.

24. All such documents may contain such amendments as the Petitioner may advise are necessary or desirable, provided such amendments are not inconsistent with the terms of the Interim Order.

Dissent Rights

25. The Plan of Arrangement provides that Registered Shareholders may exercise the right of dissent in respect of the Arrangement ("**Dissent Rights**") with respect to their E79 Shares in accordance with ss. 237 to 247 of the *BCBCA*.

26. Further information respecting the rights of dissenting shareholders is included in the Circular attached at Exhibit A of the Smith Affidavit, filed herein.

U.S. Securities Law

27. Section 3(a)(10) of the United States *Securities Act of 1933*, as amended (the "***U.S. Securities Act***") exempts the issuance of any securities issued in exchange for one or more *bona fide* outstanding securities, or partly in such exchange and partly for cash, from the registration requirements of the *U.S. Securities Act*, where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the substantive and procedural fairness of the terms and conditions of such issuance and exchange to the persons to whom the securities will be issued, at which hearing all persons to whom it is proposed to issue the securities have the right to appear and have received timely and adequate notice thereof.

28. E79 and SpinCo will rely on the Court's approval and declaration of fairness of the Arrangement, including the terms and conditions thereof and the issuance of securities contemplated therein, after a hearing upon such matters at which the E79 Securityholders shall have the right to appear, to form the basis of an exemption from the registration requirements of the *U.S. Securities Act*, pursuant to Section 3(a)(10) thereof, for the issuance of the securities pursuant to the Arrangement.

29. The E79 Securityholders to whom securities will be issued under the Arrangement in exchange for their E79 Shares shall receive such securities in reliance on the exemption from the registration requirements of the *U.S. Securities Act* contained in Section 3(a)(10) thereof, based on the Court's approval of the Arrangement.

Part 3: LEGAL BASIS

30. The Petitioner pleads and relies on ss. 186 and 288-291 of the *BCBCA*, Rules 2-1, 4-4, 4-5 and 16-1 of the *Supreme Court Civil Rules*, and the inherent jurisdiction of the Court.

Approval Process

31. Section 288(1) of the BCBCA permits a company to propose an arrangement with its shareholders, creditors or other persons and may, in that arrangement, make any proposal it considers appropriate.

32. Before an arrangement proposed under s. 288(1) of the *BCBCA* takes effect, the arrangement must be: (a) adopted in accordance with s. 289; and (b) approved by the Court under s. 291.

33. Section 291 of the *BCBCA* contemplates that this process proceed in three steps:

    (a) the first step is an application for an interim order for directions for calling a security holders' meeting to consider and vote on the proposed arrangement. The first application proceeds *ex parte* because of the administrative burden of serving securityholders;

(b) the second step is the meeting of the securityholders, where the proposed arrangement is voted upon, and must be approved by a special resolution; and

(c) the third step is the application for final Court approval of the arrangement.

Rapier Gold Inc. (Re), 2018 BCSC 539 at para 36

Interim Order

34. The interim order is preliminary in nature. Its purpose is simply to "*set the wheels in motion*" for the process relating to the arrangement and establish parameters for the holding a shareholder meeting to consider the arrangement. At this stage, this Court must simply satisfy itself of is that "*reasonable grounds*" exists to regard the proposed transaction as an arrangement.

Mason Capital Management LLC v TELUS Corp.,
2012 BCSC 1582 at paras 31-32

35. Section 288(1) of the *BCBCA* holds that a company may propose an arrangement with security holders, creditors or other persons and may, in that arrangement, make any proposal it considers appropriate, including proposals for the following:

(a) an alteration to the memorandum, notice of articles or articles of the company;

(b) an alteration to any of the rights or special rights or restrictions attached to any of the shares of the company;

(c) an amalgamation of the company with one or more corporations;

(d) a division of the business carried on by the company;

(e) a transfer of all or any part of the money, securities or other property, rights and interests of the company to another corporation in exchange for money, securities or other property, rights and interests of the other corporation;

(f) a transfer of all or any part of the liabilities of the company to another corporation;

(g) an exchange of securities of the company held by security holders for money, securities or other property, rights and interests of the company or for money, securities or other property, rights and interests of another corporation;

(h) a dissolution without liquidation, or a liquidation and dissolution, of the company.

36. The *BCBCA* defines "arrangement" using broad and inclusive terms. As this Court has held:

> I conclude that s. 288 must be construed to permit the development of any proposal affecting shareholders, creditors, or other persons in circumstances where the proposal will or may have real or potential impact upon the rights of any such person or the obligations of the company to any such person, and the results intended by the proposal cannot be effected solely by placing reliance upon any specific provision of the BCA. In circumstances where there is concern regarding the question whether any or all aspects of a transaction or transactions can be carried out in accordance with specific statutory provisions, a corporation may resort to s. 288 in order that any doubt about the efficacy of the proposed transaction or transactions can be dispelled, and any possible litigation or opposition avoided, by means of a court order approving all aspects of the proposed transactions. In that sense, the provisions in the *BCA* authorizing arrangements are ameliorative. They permit beneficial corporate transactions not specifically authorized by statute, subject, of course, to court approval.
>
> *Protiva Biotherapeutics Inc. v Inex Pharmaceuticals Corp,* 2006 BCSC 1729 at para 27 (aff'd 2007 BCCA 161) ("***Protiva***")

37. The broad nature of the arrangement provisions of the *BCBCA* is also demonstrated by s. 291(2) which permits the Court "in respect of a proposed arrangement, [to] make <u>any order</u> it considers appropriate" (emphasis added), and then lists a non-exhaustive set of orders that can be made.

38. Here, E79 satisfies the definition of a "company" under s. 1(1) of the *BCBCA* and the Arrangement falls within the definitions of "arrangement" in ss. 288(1)(c) and (g). The Arrangement thus constitutes an "arrangement" under the *BCBCA*.

Section 288 of the BCBCA; *Protiva,* at paras 20-27

Final Order

39. The question of whether the proposed Plan of Arrangement is procedurally and substantively fair and reasonable, and meets all applicable statutory requirements, will be determined at the return of the Petition on May 27, 2026, at which time the result of the votes by the Securityholders at the Meeting on the Arrangement Resolution will be known. The Petitioner will file with the Court a further affidavit to be sworn on behalf of the Petitioner reporting as to compliance with any Interim Order and the results of the Meeting conducted pursuant to such Interim Order.

40. In determining whether an arrangement is fair and reasonable, a Court must be satisfied that: (a) the arrangement has a valid business purpose; and (b) the objections of those whose legal rights are being arranged are being resolved in a fair and balanced way.

BCE Inc., at paras 138 and 145

41. Courts may consider a variety of factors when assessing the fairness and reasonableness of an arrangement, which are dependant upon the nature of the case, to determine whether the objections of those whose legal rights are being arranged are being resolved in a fair and balanced way, including, but not limited to:

(a) whether the arrangement was negotiated at arm's length between sophisticated commercial parties with the assistance of financial and legal advisors;

(b) whether a majority of security holders have voted to approve the arrangement (this factor is given considerable weight);

(c) whether a fairness opinion has been obtained from a reputable independent expert;

(d) whether the shareholders have access to dissent and appraisal remedies; and

(e) whether any security holders have appeared in the proceedings to oppose approval of the arrangement despite having had notice of the proceedings and the right to appear.

TCPO Holding Corp. (Re), 2023 BCSC 1402 at paras 11 and 16
See also *BCE Inc.* at paras 149-152

42. Approval of Arrangement should be granted if the Court is satisfied that:

(a) the statutory requirements have been met;

(b) the application has been put forward in good faith; and

(c) the arrangement is fair and reasonable.

BCE Inc., 2008 SCC 69 ("***BCE Inc.***") at para 137

43. At the hearing for the final approval of this Plan of Arrangement, the Petitioner expects to be able to clearly demonstrate that all three elements of the test for the granting of the Final Order have been satisfied.

Part 4: MATERIAL TO BE RELIED ON

44. At the hearing of this Petition to the Court, the Petitioner will rely upon:

(a) Affidavit No. 1 of Michael Smith sworn April 15, 2026;

(b) Further affidavits to be sworn on behalf of the Petitioner, reporting as to compliance with any Interim Order and the results of the Queue Meeting conducted pursuant to such Interim Order; and

(c) Such other documents as counsel may advise.

Date: April 15, 2026

Signature of Katelyn Jones
☐ petitioner
☒ Lawyer for petitioner

To be completed by the court only:

Order made

☐ in the terms requested in paragraphs ..... of Part 1 of this petition

☐ with the following variations and additional terms:
.....
.....
.....

Date: .....[*dd/mmm/yyyy*].....

Signature of ☐ Judge ☐ Associate Judge

ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE OUTSIDE OF BRITISH COLUMBIA

The petitioner claims to serve this petition on the respondents outside of British Columbia on the grounds pursuant to Section 10(h) of the *Court Jurisdiction and Proceeding Transfer Act*:

(h) Concerns a business carried on in British Columbia

SCHEDULE "A"

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE BUSINESS CORPORATIONS ACT. S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING ELEMENT79 GOLD CORP. AND SYNERGY METALS CORP.

ELEMENT79 GOLD CORP.

PETITIONER

ORDER MADE AFTER APPLICATION
(FINAL ORDER)

BEFORE } THE HONOURABLE JUSTICE } _____

ON THE APPLICATION of the Petitioner, Element79 Gold Corp. ("**E79**"), pursuant to section 186 and 288-297 of the *Business Corporations Act,* SBC 2002, c 57, as amended (the "***BCBCA***"), coming on for hearing at 800 Smithe Street, Vancouver, British Columbia and UPON HEARING Katelyn Jones, counsel for the Petitioner; and no one appearing on behalf of any other person affected; AND UPON READING the Petition to the Court filed April 15, 2026; AND UPON READING the Interim Order of Associate Judge ♦ made on ♦ (the "**Interim Order**"); AND UPON READING the materials filed herein; AND UPON IT APPEARING that good and sufficient notice of the time and place of the hearing of this application was given in accordance with the Interim Order; AND UPON the requisite approval of the holders of common shares of E79, the holders of options to purchase common shares of E79 and the holders of warrants to purchase common shares of E79 (collectively, the "**Securityholders**") having been obtained at the special meeting of Securityholders held on May 21, 2026; AND UPON BEING INFORMED that it is the intention of the parties to rely on section 3(a)(10) of the *United States Securities Act of 1933*, as amended (the "***U.S. Securities Act***") and that the declaration of fairness by this Court will serve as the basis for an exemption from the registration requirements of the *U.S. Securities Act*; AND UPON CONSIDERING the fairness to the parties affected thereby of the terms and conditions of the Plan of Arrangement, a copy of which is attached hereto as **Schedule "A"** (the "**Plan of Arrangement**");

THIS COURT ORDERS that:

1. Pursuant to ss. 288 and 291 of the *BCBCA,* the arrangement (the "**Arrangement**") involving, among others, E79 and Synergy Metals Corp., as set forth in the Plan of Arrangement, shall be and is hereby approved.

2. The terms and conditions of the Arrangement are hereby declared to be substantively and procedurally fair and reasonable to those who will receive securities pursuant to the Arrangement and any other affected person.

3. The Arrangement shall be implemented in the manner and sequence set forth in the Plan of Arrangement, and pursuant to ss. 291, 292 and 296 of the *BCBCA*, and the Arrangement will take effect as of the Effective Time (as defined in the Plan of Arrangement).

4. The Arrangement as set forth in the Plan shall be binding upon E79 and Synergy Metals Corp. upon the taking effect of the Arrangement pursuant to s. 297 of the *BCBCA*.

5. This Order will serve as a basis of a claim to an exemption, pursuant to section 3(a)(10) of the *U.S. Securities Act*, from the registration requirements otherwise imposed by that Act, regarding the issuance or deemed issuance of Arrangement Securities (as defined in the Plan of Arrangement) to the Securityholders in exchange for their E79 Shares (as defined in the Plan of Arrangement) pursuant to the Plan of Arrangement.

6. E79 shall be at liberty to seek leave to vary this order upon such terms and upon giving such notice as this Court may direct, and to seek the advice and direction of this Court as to the implementation of this Order or to apply for such further order or orders as may be appropriate.

7. The time for service of this Petition and Notice of Hearing (for Final Order) and the supporting materials in respect thereof, as abridged by the Interim Order, is hereby validated.

8. Endorsement of the Final Order by counsel appearing on this Petition, except for counsel for the Petitioner, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

_____

Signature of Katelyn J. Jones

☐ party

☒ Lawyer for the Petitioner

By the Court.

_____

Registrar



No. S-262852
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT*. S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING ELEMENT79 GOLD CORP. AND SYNERGY METALS CORP.

ELEMENT79 GOLD CORP.

PETITIONER

NOTICE OF HEARING (FOR FINAL ORDER)

To: The holders of registered securities of Element79 Gold Corp. ("**E79**"); the holders of non-registered securities of E79; and directors and auditors of E79

NOTICE IS HEREBY GIVEN that a Petition to the Court has been filed by the Petitioner, E79, in the Supreme Court of British Columbia (the "**Court**") for approval of a plan of arrangement (the "**Arrangement**") pursuant to the *Business Corporations Act*, S.B.C. 2002, Ch 57, as amended or superseded.

AND NOTICE IS FURTHER GIVEN that by an Interim Order Made After Application pronounced by Associate Judge Bilawich on April 17, 2026, the Court has given directions to the calling of a special meeting (the "**Meeting**"), for the purpose of, among other things, considering, voting upon, and approving the Arrangement.

AND NOTICE IS FURTHER GIVEN that if the Arrangement is approved at the Meeting, the Petitioner intends to apply to the Court for a final order approving the Arrangement and for a determination that the terms of the Arrangement are procedurally and substantively fair and reasonable (the "**Final Order**"), which petition shall be made before the presiding Judge in Chambers at the Courthouse, 800 Smithe Street, Vancouver, British Columbia on May 27, 2026, at 9:45 a.m. (Vancouver time), or as soon thereafter as counsel may be heard or at such other date and time as the Court may direct (the "**Final Hearing**").

NOTICE IS FURTHER GIVEN that the Court has been advised that, if granted, the Final Order approving the Arrangement and the declaration that the Arrangement is substantively and procedurally fair and reasonable will serve as a basis of a claim for the exemption from the registration requirements of the *United States Securities Act of 1933*, as amended, set forth in Section 3(a)(10) thereof with respect to the issuance and exchange of such securities under the proposed Arrangement.

IF YOU WISH TO BE HEARD, any person affected by the Final Order sought may appear (either in person or by counsel) and make submissions at the Final Hearing, but only if such person has filed with the Court at the Court Registry, 800 Smithe Street, Vancouver, British Columbia, a Response to Petition ("**Response**") in the form prescribed by the *Supreme Court Civil Rules*, and delivered a copy of the filed Response, together with all affidavits and other material upon which such person intends to rely at the hearing of the Final Hearing, including an outline of such person's proposed submission, to the Petitioner at its address for delivery set out below by or before 4:00 p.m. (Vancouver time) on the date that is two (2) business days prior to the date of the Final Hearing for the Final Order:

The Petitioner's address for delivery is:

MLT AIKINS LLP
2600 – 1066 W Hastings Street
Vancouver, British Columbia, Canada V6C 3X1
Attention: Katelyn Jones
Email for delivery: kjones@mltaikins.com
Fax number for delivery: (604) 682-7131

IF YOU WISH TO BE NOTIFIED OF ANY ADJOURNMENT OF THE FINAL HEARING, YOU MUST GIVE NOTICE OF YOUR INTENTION by filing and delivering the form of "Response" as aforesaid. You may obtain a form of "Response" at the Court Registry, 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1.

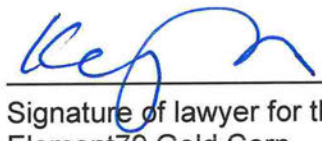
AT THE HEARING OF THE FINAL HEARING, the Court may approve the Arrangement as presented, or may approve it subject to such terms and conditions as the Court deems fit.

IF YOU DO NOT FILE A RESPONSE and attend, either in person or by counsel, at the time of such hearing, the Court may approve the Arrangement, as presented, or may approve it subject to such terms and conditions as the Court shall deem fit, all without any further notice to you.

Estimated time required: 30 minutes

This matter is not within the jurisdiction of an associate judge.

Date: April 17, 2026



Signature of lawyer for the Petitioner,
Element79 Gold Corp
Katelyn Jones

SCHEDULE E
DISSENT PROVISIONS OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

DIVISION 2 — DISSENT PROCEEDINGS

Definitions and application

237 (1) In this Division:

"**dissenter**" means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

"**notice shares**" means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

"**payout value**" means,

(a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,

(b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291(2)(c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement,

(c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order, or

(d) in the case of a dissent in respect of a community contribution company, the value of the notice shares set out in the regulations,

(e) excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

(f) the court orders, otherwise, or

(g) in the case of a right of dissent authorized by a resolution referred to in section 238(1)(g), the court orders otherwise or the resolution provides otherwise.

Right to dissent

238 (1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

(a) under section 260, in respect of a resolution to alter the articles

(i) to alter restrictions on the powers of the company or on the business the company is permitted to carry on,

(ii) without limiting subparagraph (i), in the case of a community contribution company, to alter any of the company's community purposes within the meaning of section 51.91, or

(iii) without limiting subparagraph (i), in the case of a benefit company, to alter the company's benefit provision;

(b) under section 272, in respect of a resolution to adopt an amalgamation agreement;

(c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;

(d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;

(e) under section 301(5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;

(f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;

(g) in respect of any other resolution, if dissent is authorized by the resolution;

(h) in respect of any court order that permits dissent.

(1.1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent under section 51.995 (5) in respect of a resolution to alter its notice of articles to include or to delete the benefit statement.

(2) A shareholder wishing to dissent must

(a) prepare a separate notice of dissent under section 242 for

(i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,

(b) identify in each notice of dissent, in accordance with section 242(4), the person on whose behalf dissent is being exercised in that notice of dissent, and

(c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.

(3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must

(a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and

(b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of right to dissent

239 (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

(2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must

(a) provide to the company a separate waiver for

(i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and

(b) identify in each waiver the person on whose behalf the waiver is made.

(3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to

(a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and

(b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

(4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

240 (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement

referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

(a) a copy of the resolution,

(b) a statement advising of the right to send a notice of dissent, and

(c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

Notice of court orders

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

(a) a copy of the entered order, and

(b) a statement advising of the right to send a notice of dissent.

Notice of dissent

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section 238(1)(a), (b), (c), (d), (e), (f) or (1.1) must,

(a) if the company has complied with section 240(1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,

(b) if the company has complied with section 240(3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or

(c) if the company has not complied with section 240(1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of

(i) the date on which the shareholder learns that the resolution was passed, and

(ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238(1)(g) must send written notice of dissent to the company

(a) on or before the date specified by the resolution or in the statement referred to in section 240(2)(b) or (3)(b) as the last date by which notice of dissent must be sent, or

(b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3) A shareholder intending to dissent under section 238(1)(h) in respect of a court order that permits dissent must send written notice of dissent to the company

(a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or

(b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.

(4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

(a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;

(b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;

(c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and

(i) the name and address of the beneficial owner, and

(ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.

(5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect

of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

243 (1) A company that receives a notice of dissent under section 242 from a dissenter must,

(a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of

(i) the date on which the company forms the intention to proceed, and

(ii) the date on which the notice of dissent was received, or

(b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.

(2) A notice sent under subsection (1)(a) or (b) of this section must

(a) be dated not earlier than the date on which the notice is sent,

(b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and

(c) advise the dissenter of the manner in which dissent is to be completed under section 244.

Completion of dissent

244 (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

(a) a written statement that the dissenter requires the company to purchase all of the notice shares,

(b) the certificates, if any, representing the notice shares, and

(c) if section 242(4)(c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection 244(c) must

(a) be signed by the beneficial owner on whose behalf dissent is being exercised, and

(b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) that dissent is being exercised in respect of all of those other shares.

(3) After the dissenter has complied with subsection (1),

(a) the dissenter is deemed to have sold to the company the notice shares, and

(b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

(4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.

(5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.

(6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

245 (1) A company and a dissenter who has complied with section 244(1) may agree on the amount of the payout value of the notice shares and, in that event, the company must

(a) promptly pay that amount to the dissenter, or

(b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may

(a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,

(b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244(1), and

(c) make consequential orders and give directions it considers appropriate.

(3) Promptly after a determination of the payout value for notice shares has been made under subsection 245(2)(a) of this section, the company must

(a) pay to each dissenter who has complied with section 244(1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the

company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or

(b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(4) If a dissenter receives a notice under subsection 245(b) or 245(3)(b),

(a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or

(b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

(5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

(a) the company is insolvent, or

(b) the payment would render the company insolvent.

Loss of right to dissent

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

(a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;

(b) the resolution in respect of which the notice of dissent was sent does not pass;

(c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;

(d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;

(e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;

(f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;

(g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;

(h) the notice of dissent is withdrawn with the written consent of the company;

(i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

247 If, under section 244(4) or (5), 245(4)(a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

(a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244(1)(b) or, if those share certificates are unavailable, replacements for those share certificates,

(b) the dissenter regains any ability lost under section 244(6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and

(c) the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.

SCHEDULE F
INFORMATION CONCERNING SYNERGY AND SPINCO

CORPORATE STRUCTURE

Synergy was incorporated under the BCBCA on June 1, 2023, as "Synergy Metals Corp.". Its head office and registered and records office is located at Suite 1100, 1111 Melville Street, Vancouver, British Columbia, V6E 3V6, Canada.

Synergy is currently a partially-owned subsidiary of E79. It was incorporated on June 1, 2023, and has one subsidiary, being AcquisitionCo, which is wholly owned by Synergy. AcquisitionCo was incorporated under the BCBCA.

As at the date of this Circular, Synergy has 3,320,000 Synergy Shares issued and outstanding, of which E79 owns 2,000,000 Synergy Shares and other shareholders of Synergy hold an aggregate of 1,320,000 Synergy Shares.

Following the Arrangement and issuance or distribution, as applicable, of the New E79 Shares and SpinCo Shares, SpinCo will be owned (i) 79.51%, being 9,000,000 SpinCo Shares, by the current E79 Shareholders, E79 Optionholders and E79 Warrantholders pro rata to their holdings in E79 (on a fully diluted basis assuming the exercise of all outstanding E79 Warrants and E79 Options, subject to rounding for fractional SpinCo Shares), (ii) 8.83% by E79, being 1,000,000 SpinCo Shares, and (iii) 11.66%, being 1,320,000 SpinCo Shares by other shareholders of SpinCo. If an E79 Option or E79 Warrant ultimately expires or is otherwise terminated prior to its exercise, then E79 will retain the Spin Out Share Exchange Fractions that the holder of such E79 Options or E79 Warrants was entitled to, as applicable, and such shares will be rounded down to the nearest whole number and any fraction will be cancelled by SpinCo or the Resulting Issuer, as applicable, upon exercise or expiry of all such E79 Options and E79 Warrants.

Assuming the completion of the Arrangement and prior to the completion of the Amalgamation, and assuming full exercise of the E79 Options and E79 Warrants, there will be (a) 11,320,000 SpinCo Shares; (b) 24,900,000 142 Shares; and (c) 21,000,000 142 Warrants issued and outstanding. Immediately following the Amalgamation, the former SpinCo Shareholders will hold approximately 31.25% of the Resulting Issuer Shares on an undiluted basis and former 142 Shareholders, will hold approximately 68.75% of the Resulting Issuer Shares on an undiluted basis. See "*Schedule H Information Concerning the Resulting Issuer – Overview*". For information regarding the capital structure of the Resulting Issuer see "*Schedule G – Information Concerning 142 - The Transaction – The Amalgamation*".

DESCRIPTION OF THE BUSINESS

Overview

Upon completion of the Arrangement, Synergy expects to be an exploration company focused on the Dale Property in Ontario, Canada. Synergy has a near term goal of completing the Arrangement and the Amalgamation, listing the Resulting Issuer Shares on the CSE, and completing the initial phase of the work program set out in the Technical Report.

Synergy is not currently a reporting issuer and the Synergy Shares are not listed on any stock exchange. Upon completion of the Arrangement, SpinCo will become a reporting issuer in the provinces of British Columbia and Ontario.

Until the Resulting Issuer Shares are listed for trading on a recognized stock exchange, shareholders may not be able to sell their shares in SpinCo (and the Resulting Issuer, after the Amalgamation). There are no assurances that the Arrangement or the Amalgamation will be completed or that SpinCo will be able to attain a listing on any stock exchange. See "*Risk Factors*" in this Schedule F for more information.

Three Year History

Synergy was incorporated under the BCBCA on June 1, 2023, as "Synergy Metals Corp.".

E79 assigned the E79 Option Agreement in respect of the Dale Property, dated April 7, 2020, to Synergy on July 1, 2023, in consideration of the issuance of 2,000,000 Synergy Shares to E79.

On August 22, 2023, Synergy and the Optionor entered into the Dale Option Agreement, replacing the E79 Option Agreement. For more information, see "*Mineral Property – Location and Title – Dale Option Agreement*" in this Schedule F.

On December 1, 2023, Synergy issued 390,000 Synergy Shares at a deemed price of $0.14 per share to the Optionor and the Designees, with 360,000 Synergy Shares being issued pursuant to the terms of the Dale Option Agreement and a further 30,000 Synergy Shares being issued as a discretionary bonus to the Optionor and the Designees in addition to the agreed issuance under the Dale Option Agreement.

On December 18, 2024, Synergy issued 930,000 Synergy Shares at a deemed price of $0.14 per share to the Optionor and the Designees pursuant to the terms of the Dale Option Agreement.

On January 10, 2025, Synergy entered into an arrangement agreement, as amended pursuant to amending agreements dated April 30, 2025, and October 31, 2025, between E79 and Synergy.

On January 10, 2025, Synergy entered into a merger agreement, as amended pursuant to amending agreements dated April 30, 2025, and October 31, 2025, between 142, Synergy, AcquisitionCo and E79, pursuant to which Synergy, AcquisitionCo and 142 agreed to complete the Amalgamation.

On June 15, 2025, the Optionor and the Designees transferred all of their Synergy Shares, being an aggregate of 1,320,000 Synergy Shares, to a third party.

On April 13, 2026, Synergy entered into the Merger Agreement between Synergy, 142, AcquisitionCo and E79, amending and restating the original merger agreement entered into on January 10, 2025, as amended.

On April 13, 2026, Synergy entered into the Arrangement Agreement between E79 and Synergy, amending and restating the original arrangement agreement entered into on January 10, 2025, as amended.

Synergy's Strategy

Synergy's strategy is to focus on creating value for stakeholders through the development of the Dale Property for the purpose of mineral exploration and potential future exploitation. At present, Synergy is an exploration-stage company with no producing properties and consequently has no current operating income, cash flow or revenues. There is no assurance that a commercially viable mineral deposit exists in the Dale Property, which is the only property in which Synergy currently has an interest.

In addition to the exploration of the Dale Property, Synergy may evaluate other prospects worthy of exploration and development. The ability of Synergy to evaluate and potentially gain an interest in additional properties, as well as to complete work on the Dale Property and any other properties in which it may gain an interest in the future is contingent upon its ongoing ability to raise any additional capital required.

Following completion of the Arrangement, E79, SpinCo, AcquisitionCo and 142 intend to effect the Amalgamation to form the Resulting Issuer.

Dale Property

Synergy has the sole and exclusive right and option to acquire a 100% right, title and interest in and to the Dale Property, subject only to the Optionor NSR, pursuant to the Dale Option Agreement. See "*Location and Title*" in this Schedule F for more information.

The Authors are of the opinion that the Dale Property contains many of the elements necessary to produce an Archean greenstone belt hosted lode gold deposit. Historical prospecting results have documented >1 g/t gold in bedrock, and elevated gold grain counts with a high number of pristine grains in till samples also suggest that more mineralization occurs in the area that is presently known. The Dale Property hosts favourable Swayze belt volcanic rocks that are known to host numerous gold showings and past producers such as the Rundle Mine, and more recently the Cote Lake (IAMGOLD/Sumitomo) and Borden Lake (Newmont/Discovery Silver Corp.) deposits. The granodioritic Dale stock may also act as a favourable competency contrast with the surrounding volcanic rocks, especially where it is intersected by cross cutting structures. This granodiorite-volcanic contact is considered a high priority target area.

The Authors are of the opinion that the Dale Property requires larger scale and more systematic studies such as additional soil sampling to follow up historical gold grains in till and additional trenching to test IP chargeability highs and follow up on anomalous prospecting samples.

The Authors have recommended that Synergy carry out a two-phase program for the Dale Property. This consists of a Phase 1 compilation of historical data with specific attention on regional scale geochemical surveys completed by government geological surveys and a large-scale B-horizon soil sampling program over previously sampled areas with anomalous gold grain in till and gold in bedrock and (Induced Polarization) ("IP") chargeability anomalies. Soil sampling results will be analysed to determine any larger trends in anomalous gold and indicate potential gold bearing structures or veins. Once the soil survey is completed a targeting trenching program should be completed to follow up the soil survey results. Phase 2 is contingent on promising results from Phase 1. Phase 2 consists of 1,500 metres of diamond drilling to test any potential gold bearing structures outlined by Phase 1.

Principal Markets

Synergy is an exploration stage company with no producing properties. Synergy's principal goal is to become a producer of gold. There is a worldwide market for gold and other precious metals into which Synergy could sell. As a result, Synergy would not be dependent on a particular purchaser with regard to the sale of gold or other metals which it produces, if and when it reaches production.

Specialized Skills and Knowledge

All aspects of Synergy's business require specialized skills and knowledge. Such skills and knowledge include the areas of geology, drilling, logistical planning, geophysics, metallurgy and mineral processing, implementation of exploration programs, legal and accounting. While recent increased activity in the resource mining industry has made it more difficult to locate competent employees and consultants in such fields, Synergy is confident it can locate and retain such employees and consultants as are required.

Competitive Conditions

Competition in the mineral exploration industry is intense. Synergy competes with other mining companies, many of which have greater financial resources and technical facilities for the acquisition and development of mineral concessions, claims, leases and other interests, as well as for the recruitment and retention of qualified employees and consultants.

Synergy will be required to compete for the acquisition of mineral permits, claims, leases and other mineral interests for exploration and development projects. As a result of this competition, Synergy may not be able to acquire or retain attractive properties in the future on terms it considers acceptable. The ability of Synergy

to acquire and retain mineral properties in the future will depend on its ability to operate and develop its existing properties and also on its ability to obtain additional financing to fund further exploration activities. Synergy also competes with other mining companies for investment capital with which to fund such projects and for the recruitment and retention of qualified employees. See "*Risk Factors*" in this Schedule F.

Components

Over the past several years, increased mineral exploration activity on a global scale combined with the increased forest fire seasons in Ontario has made some services difficult to procure, particularly skilled and experienced contract drilling services and personnel. It is possible that delays or increased costs may be experienced in order to proceed with drilling activities in the near future. Such delays could significantly affect Synergy if, for example, commodity prices fall significantly, thereby reducing the opportunity Synergy may have had to develop a particular project had such tests been completed in a timely manner before the fall of such prices. In addition, assay labs are often significantly backlogged, thus significantly increasing the time that Synergy waits for assay results. Such delays can slow down work programs, thus increasing field expenses or other costs.

Business Cycles

Exploration activities at the Dale Property can be conducted year-round.

Environmental Protection and Social Policies

All aspects of Synergy's field operations will be subject to environmental regulations and generally will require approval by appropriate regulatory authorities prior to commencement. Any failure to comply could result in fines and penalties. Synergy's operations are presently primarily focused in Ontario and are subject to national and local laws and regulations. Specific statutory and regulatory requirements and standards must be met throughout the exploration, development and operation stages of a mining property with regard to air quality, water quality, fisheries and wildlife protection, solid and hazardous waste management and disposal, noise, land use and reclamation.

Given that Synergy's projects are still at the exploration stage, the financial and operational impact of environmental protection requirements is minimal. Should any of Synergy's projects advance to the production stage, then more time and money would be involved in satisfying environmental protection requirements.

Synergy will be committed to meeting industry standards in each jurisdiction in which it operates with respect to human rights and health and safety policies. Management, employees and contractors will be governed by and required to comply with the policies of Synergy in force from time to time, as well as all applicable legislations and regulations. It will be the primary responsibility of the managers, supervisors and other senior Synergy field staff to oversee safe work practices and ensure that rules, regulations, policies and procedures are being followed. Synergy will establish roles and responsibilities to facilitate effective management of this policy throughout the organization.

Employees

Synergy currently has no employees. Given its anticipated stage of development and size following completion of the Arrangement, the Amalgamation and the listing of the Synergy Shares on the CSE, Synergy expects to continue to maintain a lean corporate structure, utilizing, where appropriate, independent contractors and consultants on an "as needed" basis.

MINERAL PROPERTY

The Dale Property is, and following the Arrangement will be, SpinCo's only material property for the purposes of NI 43-101.

The disclosure set out below regarding the Dale Property is derived from, without material modification or revision, the disclosure in the Technical Report and is qualified in its entirety by reference to the full text of the Technical Report attached as Schedule W hereto.

The Technical Report contains more detailed information and qualifications than are set out below and readers are encouraged to review the Technical Report. This summary is subject to all of the assumptions, information, and qualifications set forth therein.

Location and Title

The Dale Property is located approximately 100 km southwest of Timmins, Ontario in the Porcupine Mining District, Dale Township. The claims are centered over the southern arm of Horwood Lake towards the south boundary of Dale Township. Access to all sides of the property is gained by a series of logging roads that can be entered from Highways 101, 144 and 129. Access to the north from Highway 101 traveling south onto the Kukatush forest road to the east part of the Property which also accesses a boat landing for the north part of Horwood Lake. The Property can be accessed year-round by air using a float plane with skis or a combination of trucks, boat, all-terrain vehicle or snow machine. The geographic coordinates of the main mineral occurrence within the Property, are 47° 54' 21" North latitude by 82° 18' 57" West longitude, or UTM NAD83 Zone 17 T 5,306,600 m North by 401,600 m East.

The Dale Property is comprised of 98 unpatented single cell mining claims totaling approximately 1,980.5 hectares. The claims, in the Dale Township, are currently 100% owned in the name of the Optionor. All unpatented claims are currently in good standing and active with a nearest due date of October 14, 2026.

Dale Option Agreement

The Optionor agreed to grant Synergy the sole and exclusive right and option to acquire a 100% right, title and interest in and to the Dale Property, subject only to the Optionor NSR. The following description of the material terms and conditions of the Dale Option Agreement is a summary only and is qualified in its entirety by reference to the full text of the Dale Option Agreement attached as Schedule V hereto.

In order to exercise the option, Synergy must complete the following requirements:

(1) Make aggregate cash payments of $99,000 as follows:

  (i) $27,000 on or before December 23, 2023 (paid);

  (ii) $21,000 on or before December 31, 2023 (paid); and

  (iii) $51,000 on or before December 31, 2024 (paid).

(2) Make aggregate payments of $129,000, payable by the issuance of Synergy Shares, at a deemed price per share equal to the price of the volume weighted average price of the Synergy Shares for the 10 trading days prior to the issuance date:

  (i) $36,000 on or before December 31, 2023 (satisfied by the issuance of 360,000 Synergy Shares issued on December 1, 2023, at a deemed price of $0.14 per share, including a discretionary bonus of an additional 30,000 Synergy Shares for a total of 390,000 Synergy Shares issued); and

  (ii) $93,000 on or before December 31, 2024 (satisfied by the issuance of 930,000 Synergy Shares issued on December 18, 2024, at a deemed price of $0.14 per share).

Synergy, the Optionor and the Designees shall exchange the above $129,000 of shares for $129,000 of cash, so long as the Transfer of Title as outlined in Section 2.7 of the Dale Option Agreement is fulfilled, on or before December 31, 2025. In order to provide the possibility of earlier payment, Synergy may assign its rights and obligations of this repurchase to E79. or another designated party such as a third party investor.

(3) Execute and deliver to the Optionor, on the date that Synergy completes an initial public offering or business transaction, including a merger, amalgamation, arrangement, share exchange take-over bid, capital pool transaction or any similar transaction resulting in the Synergy Shares or common shares of another issuer exchanged therefor being tradeable securities listed on a recognized Canadian stock exchange, an NSR granting the Optionor a 0.5% NSR on the Dale Property, subject to the right of the Synergy to re-purchase 100% of the Optionor NSR for a total consideration of $525,000 at any time.

A pre-existing 1% NSR to the benefit of Keystone Associates Inc. existed on the property prior to the date of the Dale Option Agreement and is in addition to the Optionor NSR.

E79 previously paid a finder's fee of $1,600 to a third party in connection with the Dale Property, which was settled by the issuance of 8,000 E79 Shares at a deemed price of $0.20 per share.

Permits and Authorization

The *Ontario Mining Act* regulations require exploration plans and permits, with graduated requirements for early exploration activities of low to moderate impact undertaken on mining claims, mining leases and licences of occupation. Exploration plans and permits are not required on patented mining claims. To complete any work aside from non-destructive surface sampling, a mineral exploration permit is required.

An application for an exploration permit was submitted on the Dale Property on May 4, 2020, included on the application was diamond drilling, bedrock stripping, line-cutting and geophysical surveys. The permit PR-25-000015 Mechanized Drilling (Assembled Weight >150 kg), Mechanized Stripping (>100 m2 in 200 metre radius) was approved and issued on July 3, 2025, and expired on July 2, 2028. It is anticipated that SpinCo or the Resulting Issuer will apply for a new permit following the Arrangement and, if applicable, the Amalgamation. All permits are available for viewing on MLAS.

The Authors were not aware of any other significant factors and risks that may affect access, title, or the right, or ability to perform the exploration work recommended for the Dale Property.

Environmental Considerations

As of the effective date of the Technical Report, the Dale Property has no outstanding or pending adverse environmental issues and, in the opinion of the Authors, potential environmental liabilities related to the project, if any, are negligible.

Accessibility, Climate and Infrastructure

The Dale Property is easily accessed by driving along Hwy 101 West from Timmins for approximately 90 km, then turning south onto Foleyete Timber Access Road. From the Foleyete Road, major access points include Sultan Road to Dore Forest Haul Road north to the west part of the property and the Kukatush Forest Haul Road to access the east part of the property. Water access is best gained utilizing landings on the north part of Horwood Lake. These forest access roads and the landing allow for access to portions of the property, however a network of additional seasonal and temporary logging roads would permit easy access to other areas of the site by ATV in the summer and winter access via snowmobile.

The Dale Property is located within the Canadian Shield, which is a major physiographic division of Canada. The property is situated in an area of swamps, lakes, and low rolling hills, with scattered areas of outcrop.

Elevation ranges from 330 m to approximately 450 m. Some of the claims have recently been clear cut, while others are covered in a thick regrowth of birch, balsam fir, black spruce, cedar and some jack pine and poplar. The underbrush can be very dense with intergrowths of alder and hazel. The Property is divided into eastern and western sections by the south arm of Horwood Lake. The Property is generally flat, with some north south trending hills/small ridges, scattered bogs, kettle lakes and intermittent creeks and ponds. The shores along the south arm of Horwood Lake which cuts the property shows step gradations to the water's edge.

Water for drilling is readily available from the ponds, small lakes, or Horwood Lake, located within the claim block. Water is also available to the west of the property from a series of ponds and smaller lakes that appear to be near the existing logging roads.

Climate in the Timmins, Ontario region is typical of northern Ontario. During the winter months (Dec-Feb), minimum temperatures of -18˚C to -25˚C are common and snowfalls average about 55 cm per month. Snow is common from Oct to Apr with an average snowfall accumulation of about 3 m. During the summer (Jun-Aug), the daily maximum temperatures range from 20° to 25°C. Extremes of -30°C in winter and over 30 °C in summer are not uncommon. Mineral exploration programs can be carried out year-round, but drilling operations are best done during the winter months when the ground and wetland areas are frozen and easier for transporting drills and personnel to site.

The Property is situated roughly 60 km southeast of the town of Foleyete. This is the nearest place for accommodations, basic fuel, food provisions and the railroad. The City of Timmins (Population 40,000) is approximately 120 km from site by road and is a fully equipped mining community. Chapleau is also approximately 150 km from site and would be a center of interest for materials, equipment and personnel related to exploration activities. The City of Sudbury is approximately 400 km by road and would also be a source of equipment and personnel. Local experienced labour is readily available from the Timmins area. A full suite of drilling contractors and geochemical lab testing facilities are also available in the Timmins area.

History

From 1968 to June 1, 2012, the Property was part of a 5-township freehold mining patent that belonged to Algoma Eastern Railways (Algoma-Talisman Minerals Limited). On June 1st, 2012, the ground opened for staking and was acquired by Keystone Associates. On Feb 1st, 2013, Keystone entered an agreement to sell the claims to Jean Marc Gaudreau. Jean Marc Gaudreau entered an agreement with Timothy Martel and subsequently optioned the Dale Property to E79.

E79 has increased the size of its existing 1,735-hectare property by staking an additional 245.5 hectares directly adjacent to the western and northwestern borders of its existing claims, bringing the total land package to 1,980.5 hectares.

A complete and comprehensive list of historical work on all claims within the current boundary is not possible as during much of the time, from 1990 until June 1, 2012, due to the lands being patents at the time of the work no reports were filed with the Ontario government.

The Ontario Geological Survey completed a regional gold grain in till program in 1994 (Bernier, 1995). where six of the samples taken were within the Dale Property boundary of which one returned above 30 grains of gold.

Jean Marc Gaudreau twinned the till sample location of the Ontario Geological Survey sample 4215 and subsequently returned from the lower 1.5-meter depth 114 gold grains of which 9->95% were modified too pristine.

During the fall of 2013 a six-day field program of sampling and prospecting was completed over the property, a total of 17 samples were taken over the property of which four samples returned anomalous

gold, more than 0.10 g/t, in bedrock. Two till samples were collected during the 2013 prospecting program to confirm results from the OGS 1995 gold grain in till sample 4215 with 42 grains of gold. The two till samples taken by Jean Marc Gaudreau and Timothy Martel returned 28 and 114 visible gold grains of which 10 and 59 respectively were considered pristine demonstrating a likely local source of gold.

Geological Setting and Mineralization

Regional and Local Geology

The Dale Property lies within the Swayze greenstone belt ("**SGB**"). The SGB is a late Archean greenstone belt in northern Ontario, Canada. It is the southwestern extension of the Abitibi greenstone belt. The Abitibi greenstone belt is a 2,800-to-2,600-million-year-old greenstone belt that spans across the Ontario–Quebec border in Canada. It is mostly made of volcanic rocks, but also includes ultramafic rocks, mafic intrusions, granitoid rocks, and early and middle Precambrian sediments.

The SGB is dominated by granite-greenstones and contains metavolcanics of komatiitic, tholeiitic, and calc-alkaline composition, turbidite-dominated assemblages, and alkalic metavolcanics. Intrusive units include granitoids, tonalite-trondhjemite-granodiorite batholiths, granodiorite intrusions, and syenite stocks. Fabric and structures within the Abitibi subprovince are generally parallel to regional faults, batholiths and assemblage boundaries.

The SGB contains intrusive and extrusive rocks of ultramafic to felsic composition and both chemical and clastic metasedimentary rocks, which together range from 2,739 to 2,695 Ma. Recent work indicates the presence of alkalic volcanic rocks of age 2670±2 Ma in Swayze Township along an east-trending string of gold occurrences such as the Kenty and Rundle deposits. These volcanic rocks are temporally equivalent to the Timiskaming-type basins (2,676 to 2,670 Ma) found in the Abitibi greenstone belt, which are dominated by coarse clastic sedimentary rocks and minor alkalic metavolcanic rocks.

Two gold-rich fault systems, termed the "Rundle high-strain zone" and the "Ridout high-strain zone" extend across the central and southern portions of the SGB, respectively, and both have been proposed as the possible westward extensions of the Larder–Cadillac deformation zone.

Property Geology and Mineralization

The Dale Property includes the area surrounding the southern arm of Horwood Lake in the north-central part of Dale Township. Mafic volcanics surround the roughly circular, 2,500 m diameter, 2680 Ma, granodioritic stock known as the Dale Stock which has been the focus of exploration. The stock is described as a multi-phased hornblende granodiorite to porphyritic granodiorite with a potassium feldspar megacrystic core and a massive, equigranular margin. Both phases are hematitic and contain hornblendic enclaves.

Mineralization targeted on the property has been primarily Archean lode-gold, quartz vein type mineralization associated with sheared, carbonatized and mineralized wall rock and some brecciation with very little observed sulphide alteration associated. Epidote has been observed in many locations in the Dale Stock however is never present in the mineralized discovery zones. In 2024 a newly discovered albite porphyry was defined as a new discovery potential.

As the Dale Property is an early exploration stage, information is limited. The target on the Property however is an Archean Greenstone-hosted quartz-carbonate vein (Lode) gold deposit, the main type of gold deposit found in the Swayze Greenstone belt. These lode gold deposits are also known as mesothermal, orogenic, lode gold, shear-zone-related quartz-carbonate or gold-only deposits.

Archean Greenstone-hosted quartz-carbonate vein (lode) gold deposits are a significant source of gold mined in the Superior and Slave provinces of the Canadian Shield. These deposits are typically quartz-carbonate vein hosted and are distributed along crustal-scale fault zones that mark convergent margins between major lithological boundaries such as those between volcano-plutonic and sedimentary domains.

Exploration

The most recent exploration activities on the Property have been prospecting, grab sampling, collection of a float sample and cutting one channel sample. A total of 29 samples were sent for analysis and several returned anomalous gold values.

Bedrock trenching and soil sampling were carried out by Fladgate Exploration Consulting Corporation (a total of 83 rock samples and 49 soil samples were taken) in the fall of 2021 (Hrkac, 2022) and prospecting by Marc Gaudreau in July 2023 (total of 31 rocks samples).

Multiple geophysical surveys have been carried out by Dan Patrie Exploration at the request of Jean Marc Gaudreau, the owner of the Property. All three of the Induced Polarization (gradient array) Surveys (IP) were carried out by Dan Patrie Exploration P.O. Box 45, Massey Ontario. The surveys were completed in winter 2016-2017 from December to January, fall of 2018, and from December 1st to December 20th and February 2020.

On July 29, 2019, Jean Marc Gaudreau prospected a new forestry cut area and checked IP anomalies by taking 6 grab samples.

On May 10, 2020, Marc Gaudreau collected two grab samples while touring the Property. These two samples DALE-2020-01 and 02 returned 3.82 g/t and 0.167 g/t gold. The former represents the highest-grade sample collected to date on the Dale Property.

In August 2020, E79 contracted Marc Gaudreau to conduct a 3-day prospecting program, which collected 18 grab samples, the highest of which ran 1.57 g/t gold. Three follow up samples to 3.82 g/t gold sample were collected from a northeast trending 1-2 metre wide shear over approximately 10 metre strike, which ran 0.647 g/t, 1.57 g/t and 0.061 g/t gold respectively. These follow up samples confirmed the gold mineralized nature of this structure.

In late February 2021, E79 contracted Pioneer Exploration Consultants Ltd (Pioneer Exploration) to conduct an airborne magnetic survey on the Property totaling 463.80 line-kilometre.

In September and October 2021, E79 contracted Fladgate Exploration Consulting Corporation to conduct a trenching, prospecting and soil sampling program. A total of 5 trenches were excavated with a total of 83 channel and grab samples collected. Only 3 of the 5 trenches were able to be fully washed and channel sampled due to the onsite of winter temperatures, however grab samples were collected from all 5 trenches.

Trench 3 returned the most significant grades with the highest grab sample returning 2.6 g/t Au. Trench 3 was the location of a historic prospecting sample collected by the vendor of the property, which returned 3.8 g/t Au.

Additionally, 49 B horizon soil samples were collected on a test grid surrounding Trench 5, the highest of which returned 54ppb Au, with 8 of the 49 samples returning anomalous values (>10 pbb Au), suggesting soil sampling is an effective exploration tool on the project.

The 2021 fall program was invaluable in better understanding the nature of the gold mineralization. The trenches exposed several 1 to 2 metre wide, steeply dipping, northeast trending shears in the Dale Stock granodiorite. Several of these shears were localized around more ductile, strongly carbonate altered mafic dykes. The shears possess strong carbonate and sericite alteration along with disseminated pyrite and local silicification and chalcopyrite. The shears are anomalous in gold which several samples returning >0.1 g/t Au.

In late July 2023, E79 contracted Marc Gaudreau to conductor an 8 day prospecting program using at SHERP all terrain vehicle which returned up to 1.1 g/t, including anomalous molybdenum up to 0.3% associated with two gold samples which returned >1 g/t.

Drilling

To the Authors knowledge, no drilling has been completed on the Dale Property.

Mineral Resource and Reserve Estimates

Synergy Metals has yet to complete a mineral resource estimate on the Dale Property.

Mineral Processing and Metallurgical Testing

There has been no metallurgical testing by Synergy on samples from the Dale Property.

Sampling, Analysis and Data Verification

Sample analysis for Mr. Gaudreau's 2015 prospecting samples was completed by AGAT Laboratories where they were analyzed following standard procedures. The analytical package used for these samples was 202-052 (Au Fire Assay – Trace Au, ICP-OES finish). For this method, prepared samples are fused using accepted fire assay techniques, cupelled and parted in nitric acid and hydrochloric acid. Sample splits of 50g were used. Blanks, sample replicates, duplicates, and internal reference materials (both aqueous and geochemical standards) are routinely used as part of AGAT Laboratories quality assurance program. PerkinElmer 7300DV and 8300DV ICP-OES instruments are used in the analysis.

Sample analysis for Mr. Gaudreau's 2019 prospecting was completed by Geo Labs, of Sudbury, Ontario, Canada. Samples were crushed and then a 150 gram split was pulverized using a high chrome steel mill, sample preparation package SAM-SPA. Samples were analysed for gold by fire assay with an ICP-MS finish on a 50 gram sample split. The analytical package used was IMP-101.

Sample analysis for Mr. Gaudreau's 2020 prospecting was completed by Agat laboratories, of Mississauga Ontario, and using a 50 gram split analysed by fire assay and AAS finish (code 202-551) for gold. Silver analysis was performed by multi Acid Digestion, with an ICP-OES finish (code 201-116).

Sample analysis for Jordan Quinn were completed at Activation Laboratories Ltd. In Thunder Bay, Ontario by FA-AA (1A2-50-Tbay analytical package).

Sample analysis for the fall 2021 trenching program were Activation Laboratories Ltd. In Thunder Bay, Ontario by FA-AA (1A2-50-Tbay analytical package).

A total of 29 field collected samples were hand delivered to Activation Laboratories in Timmins for QOP AA-Au (Au – Fire Assay AA) and QOP AquaGeo (Aqua Regia ICPOES). A single Standard was added to the end of the samples submission totaling 30 samples.

In 2024, Synergy completed surface exploration by prospecting on the Dale Property. Three (3) samples, 2024-09-04-05, 2024-09-10-35, and 2024-09-10-36 were sent to Activation LABS in Timmins, for a rush gold analysis under work order number A24-11174 and at a later date A24-11174B was analyzed for silver. Samples 2024-09-10-35, and 2024-09-10-36 returned 251 ppm and 528 ppm confirming gold in the Gurdian Zone and Guardian Zone West.

Twenty-nine (29) prospecting samples were submitted and analyzed by ICP-MS method (IML-101) at the Ontario GEO LABS Geoscience Laboratories, Ministry of Mines, Ontario Geological Survey, GeoServices Section, Willet Green Miller Centre, 933 Ramsey Lake Road, Sudbury Ontario, P3E 6B5.

The Authors have reviewed assay certificates. The Authors are independent of Activation Laboratories Ltd., Agat laboratories and Geo Labs.

Conclusions and Recommendations

In the opinion of the Authors:

The Dale Property contains many of the elements necessary to produce an Archean greenstone belt hosted lode gold deposit. Historical prospecting results have documented >1 g/t gold in bedrock, elevated gold grain counts, with a high number of pristine grains, in till samples also suggest that more mineralization occurs in the area that is presently known. Despite these encouraging results, the property has seen relatively little exploration, and warrants additional investigation.

The Property hosts favourable Swayze belt volcanic rocks that are known to host numerous gold showings and past producers such as the Rundle Mine, and more recently the Cote Lake (IAMGOLD / Sumitomo) and Borden Lake (Newmont) deposits. The granodioritic Dale stock may also act as a favourable competency contrast with the surrounding volcanic rocks, especially where it is intersected by cross cutting structures. This granodiorite-volcanic contact is considered a high priority target area.

The three historical IP surveys conducted on the Property have been of limited extent and are best described as reconnaissance in nature. However, they have recorded areas of higher chargeability which are not explained by the limited surface outcrops in the survey area and should be followed up with additional work.

The recent drone magnetic survey by E79 has outlined several prospective northeast trending structures, which may be related to the northeast trending shear which retuned up to 3.82 g/t Au in 2020 prospecting by Mr. Gaudreau.

The recent bedrock trenching and soil sampling program by Hrkac (2022) returned up to 2.6g/t Au which came from the same location as the 3.82 g/t Au sample collected by Mr. Gaudreau. Two other samples returned over 1 g/t, two were between 1.0 and 0.5 g/t and several samples returned above 0.1 g/t.

The Dale Property requires larger scale more systematic studies such as additional soil sampling to follow up historical gold grains in till and additional trenching to test IP chargeability highs and follow up anomalous prospecting samples.

A two-phase program is recommended for the Dale Property. This consists of a Phase 1 compilation of historical data with specific attention on regional scale geochemical surveys completed by government geological surveys and a large-scale B-horizon soil sampling program over previously sampled areas with anomalous gold grain in till and gold in bedrock and IP chargeability anomalies. Soil sampling results will be analysed to determine any larger trends in anomalous gold and indicate potential gold bearing structures or veins. Once the soil survey is completed additional trenching should be completed to follow up the soil survey results. Phase 2 is contingent on promising results from Phase 1. Phase 2 consists of 1,500 metres of diamond drilling to test any potential gold bearing structures outlined by Phase 1.

A proposed program and budget are outlined below:

Phase 1 – Compilation, Soil Sampling and Trenching Program (~1.5 months)				
	Number	**Rate**	**Days**	**Amount**
Senior geologist (compilation)	1	$800	5	$4,000
Project Geologists (compilation)	2	$500	5	$5,000
Project geologist (field program)	1	$500	21	$10,500
Geotechnicians (field program)	2	$400	21	$16,800
Truck rental & gas	2	$100	21	$4,200
Atv rental & gas	2	$75	21	$3,150

Camp Accommodations & food per person per day	3	$100	21	$6,300
Field supplies				$1,000
Soil sample analysis	1000	$25		$25,000
Rock sample analysis	100	$25		$2,500
Excavator including mob & demob		$2,000	10	$20,000
Wajax and channel saw rentals		$250	14	$3,500
Assessment report writing				$5,000
LiDAR				$30,000
Subtotal				**$136,950**
15% Contingency				**$20,543**
Phase 1 total				**$157,493.00**
Phase 2 – 1,500 Metre Diamond Drill Program (~1.5 month)				
Diamond drilling including mob & demob	1500	$130		$195,000
Senior geologist (supervision)	1	$800	14	$11,200
Project geologists	1	$500	28	$14,000
Geotechnicians	1	$400	28	$11,200
Truck rental & gas	2	$100	28	$5,600
Atv rental & gas	2	$75	21	$3,150
Camp accommodations & food				$60,000
Core shack & core saw rental				$5,000
Supplies				$5,100
Rock sample analysis		$25	750	$18,750
Assessment report				$10,000
Subtotal				**$339,000**
15% Contingency				**$50,850**
Phase 2 total				**$389,850**
Grand Total				**$547,343**

AMALGAMATION TRANSACTION

Following the Arrangement, 142, SpinCo, AcquisitionCo and E79 plan to effect the Amalgamation. For information concerning the Amalgamation and the Resulting Issuer resulting therefrom, see "*Schedule H Information Concerning the Resulting Issuer*".

AVAILABLE FUNDS AND PRINCIPAL PURPOSES

Available Funds

The costs of Synergy, SpinCo and 142 relating to the Amalgamation and any stock exchange listing including, without limitation, financial advisory, accounting and legal fees, will be borne by SpinCo.

On September 25, 2023, Synergy entered into a loan agreement with 142, whereby 142 loaned Synergy $200,000 to fund certain costs associated with the Arrangement and the Amalgamation (together with aggregate additional advances of $89,833, the "**142 Loan**"). The 142 Loan accrues interest at 14% per annum on the outstanding principal amount, and had no repayments due in the first 12 months, after which payments were to be made in the amount of $20,000 per month for 12 consecutive periods. On October

13, 2025, Synergy and 142 agreed to amend and restate the loan agreement. The 142 Loan is now payable on demand, with no periodic payment required. As at November 30, 2025, $366,452 of principal plus accrued and unpaid interest was owing on the 142 Loan.

Following completion of the Arrangement and the Amalgamation, the Resulting Issuer will have approximately $396,311 of estimated funds available, comprised of the following:

Source of Funds	Available Funds
Synergy working capital as at March 31, 2026	$(504,772)[1]
142 working capital as at March 31, 2026	$901,083
Total	**$396,311**

Note:
(1) Includes the principal and accrued and unpaid interest of the 142 Loan.

Principal Purposes

The following table summarizes the expenditures anticipated by SpinCo (or the Resulting Issuer, assuming the completion of the Amalgamation) required to achieve its business objectives during the 12 months following completion of the Arrangement:

Expenditures	Available Funds
Dale Property – phase 1 program	$122,993
Expenses related to the Arrangement and Amalgamation	$110,000
Executive compensation	$50,000
Investor relations and marketing	$5,000
Admin and accounting	$4,200
Professional fees (legal, tax and audit)	$4,118
Unallocated working capital	$100,000
Total	**$396,311**

SpinCo (or the Resulting Issuer, assuming the completion of the Amalgamation) intends to spend the funds available to it as stated in the table above and intends to arrange for a future financing when additional funds are required. However, there may be circumstances where, for sound business reasons, a reallocation of funds may be necessary for SpinCo (or the Resulting Issuer, assuming the completion of the Amalgamation) to achieve its objectives or to pursue other opportunities that management believes are in the interests of SpinCo (or the Resulting Issuer, assuming the completion of the Amalgamation). See "*Risk Factors*" in this Schedule F.

Business Objectives and Milestones

At present, Synergy is an exploration-stage company with no producing properties and consequently has no current operating income, cash flow or revenues. There is no assurance that a commercially viable mineral deposit exists in the Dale Property, which is the only property in which Synergy currently has an interest. Synergy's goals include exploration with the objective of establishing mineral resources, advancing the Dale Property and making a determination whether to exercise the Dale Option Agreement.

DIVIDENDS OR DISTRIBUTIONS

Synergy has not paid dividends since its incorporation. Synergy currently intends to retain all available funds, if any, for use in its business and does not anticipate paying any dividends for the foreseeable future.

SUMMARY OF HISTORICAL AND FINANCIAL INFORMATION

Cautionary Note

The historical carve-out financial information has been prepared for illustrative purposes only and may not be indicative of the operating results or the financial condition that would have been achieved if the Arrangement had been completed on the date or for the periods noted above, nor do they purport to project the results of operations or financial position for any future period or as of any future date.

Financial Statements

Included as Schedule K to this Circular are the audited financial statements of Synergy for the period from Synergy's incorporation on June 1, 2023, to February 29, 2024 and the audited financial statements of Synergy for financial year ended February 28, 2025.

Included as Schedule M to this Circular are the reviewed interim financial statements of Synergy for the three and nine-months ended November 30, 2025.

Upon completion of the Arrangement, the Dale Property will form the primary business of SpinCo. As such, included as Schedule I to this Circular are the audited carve-out financial statements of the Dale Property for the financial year ended February 28, 2023, and the carve-out financial statements of the Dale Property for the period from March 1, 2023, to July 17, 2023 (the "**Dale Property Carve-Out Financial Statements**"), being the effective date of the transfer of the interest in the Dale Property from E79 to Synergy. The Dale Property Carve-Out Financial Statements are to be read in conjunction with the audited annual financial statements of E79 for the years ended August 31, 2023, and August 31, 2022, included as Schedule J to this Circular.

Also included as Schedule O to this Circular are the unaudited pro forma financial statements of the Resulting Issuer as at November 30, 2025, after giving effect to the Arrangement and the Amalgamation.

Pursuant to the Amalgamation, SpinCo will combine its business with 142. The audited financial statements of 142 for the fiscal years ended February 28, 2025, and from the period from incorporation on July 6, 2023 to February 29, 2024, are included as Schedule P to this Circular. Included as Schedule R to this Circular are the reviewed interim financial statements of 142 for the three and nine months ended November 30, 2025.

Selected Financial Information

The table below sets forth selected financial information for Synergy. The selected financial information has been derived from, and is qualified by, the audited financial statements of Synergy for the period from Synergy's incorporation on June 1, 2023, to February 29, 2024 and the audited financial statements of Synergy for financial year ended February 28, 2025 attached as Schedule K to this Circular, and the reviewed interim financial statements of Synergy for the three and nine-months ended November 30, 2025. attached as Schedule M to this Circular.

The selected financial information should be read in conjunction with the financial statements and the MD&A for the audited annual financial statements for Synergy for the financial year ended February 28, 2025,

attached as Schedule L to this Circular and the MD&A for the reviewed interim financial statements of Synergy for the three and nine months ended November 30, 2025 attached as Schedule N to this Circular.

	Nine months ended November 30, 2025 (unaudited)	Financial year ended February 28, 2025 (audited)	Financial year ended February 29, 2024 (audited)
Current assets	$Nil	$Nil	$42,946
Working capital (deficiency)	$(475,458)	$(361,772)	$(69,919)
Exploration and Evaluation Expenditures	$632,998	$632,998	$426,373
Current liabilities	$475,458	$361,772	$112,865
Shareholder's equity	$157,540	$271,226	$244,410
Net income (loss)	$(113,686)	$(101,645)	$(85,721)
Basic net income (loss) per share	$(0.03)	$(0.04)	$(0.04)
Diluted net income (loss) per share	$(0.03)	$(0.04)	$(0.04)

Annual and Interim Management's Discussion and Analysis

The relevant MD&A for the audited annual financial statements for Synergy for the financial year ended February 28, 2025, are attached as Schedule L to this Circular; (ii) the audited annual financial statements of 142 for the financial year February 28, 2025, are attached as Schedule Q to this Circular; and (iii) the reviewed interim financial statements of Synergy for the three and nine months ended November 30, 2025, are attached as Schedule N to this Circular; and (iv) the reviewed interim financial statements of 142 for the three and nine months ended November 30, 2025, are attached as Schedule S.

The attached MD&As should be read in conjunction with their corresponding financial statements, together with the notes thereto.

At the date of the Circular, there were 3,320,000 Synergy Shares issued and outstanding and no securities convertible into Synergy Shares outstanding.

See "*Available Funds*" and "*Principal Purposes*" above a description of the funds available to 142 and how such funds will be used to achieve the principal purposes of the Resulting Issuer, assuming the completion of the Amalgamation.

DESCRIPTION OF SHARE CAPITAL

Authorized Capital

Synergy is authorized to issue an unlimited number of common shares with no par value and an unlimited number of preferred shares with no par value. As at the date of this Circular, 3,320,000 Synergy Shares are issued and outstanding. Synergy will issue to E79 an additional 8,000,000 Synergy Shares at a deemed price of $0.05 per share as consideration for the administrative support that E79 will provide to Synergy in connection with the Arrangement and Synergy's application to list on the CSE, and for agreeing to enter into the Arrangement Agreement.

Synergy Shares

Synergy Shareholders are entitled to receive notice of and to attend and vote at all meetings of Synergy Shareholders and each of the Synergy Shares confers the right to one vote in person or by proxy at all meetings of Synergy Shareholders. Synergy Shareholders are entitled to receive such dividends in any

financial year as the Synergy Board and Synergy Shareholders may by resolution determine. The capital and assets of Synergy on a winding-up or other return of capital will be applied in repaying to Synergy Shareholders the amounts paid up or credited as paid up on their Synergy Shares and subject thereto will belong to and be distributed accordingly to the number of such Synergy Shares held by them respectively. The Synergy Shares do not carry any pre-emptive, subscription, redemption or conversion rights, nor do they contain any sinking or purchase fund provisions. When fully paid, the Synergy Shares will not be liable to further call or assessment.

Securities to Purchase/Acquire Synergy Shares

After completion of the Arrangement, each E79 Warrantholder or E79 Optionholder will receive, upon the exercise of one E79 Warrant or E79 Option, as applicable, one New E79 Share and one Spin Out Share Exchange Fraction. See "*The Arrangement – Principal Steps of the Arrangement*" and "*The Arrangement – Effect of the Arrangement*".

If an E79 Option or E79 Warrant ultimately expires or is otherwise terminated prior to its exercise, then E79 will retain the Spin Out Share Exchange Fractions that the holder of such E79 Options or E79 Warrants was entitled to, as applicable, and such shares will be will be rounded down to the nearest whole number and any fraction will be cancelled by SpinCo or the Resulting Issuer, as applicable, upon exercise or expiry of all such E79 Options and E79 Warrants.

As of the date of this Circular, there are no stock options of Synergy or Synergy share purchase warrants outstanding.

CONSOLIDATED CAPITALIZATION

The table below sets forth Synergy's consolidated capitalization as at November 30, 2025, and as at the date of this Circular. The information in this table is derived from, and should read in conjunction with the financial statements of Synergy including the notes thereto, attached as **Schedule K** to this Circular.

Description	Amount Authorized	Amount outstanding as at November 30, 2025	Amount outstanding as at the date hereof
Synergy Shares	Unlimited	3,320,000	3,320,000

LISTING

Synergy is not currently listed on any stock exchange and there is currently no trading market for Synergy Shares. The CSE has conditionally approved the listing of the Resulting Issuer Shares on the CSE. Listing will be subject to the completion of the Amalgamation. SpinCo intends to use commercially reasonable efforts to meet the initial listing requirements under the policies of the CSE and to obtain approval of the listing of the Resulting Issuer Shares. Listing of the Resulting Issuer Shares will be subject to satisfying all of the CSE's initial listing requirements and may not occur as planned or at all.

PRIOR SALES

From the date of incorporation to the present, the following securities of Synergy were issued:

Date of issuance	Type of security issued	Number of securities issued	Price per security ($)	Total funds received ($)
June 1, 2023	Synergy Shares	2,000,000	$0.14	Nil (issued pursuant to the Dale Option Agreement)
December 1, 2023	Synergy Shares	390,000	$0.14	Nil (issued pursuant to the Dale Option Agreement)

Date of issuance	Type of security issued	Number of securities issued	Price per security ($)	Total funds received ($)
December 18, 2024	Synergy Shares	930,000	$0.14	Nil (issued pursuant to the Dale Option Agreement)

ESCROWED SECURITIES AND SECURITIES SUBJECT TO CONTRACTUAL RESTRICTION ON TRANSFERS

There are no Synergy Shares currently held in escrow or that are subject to a contractual restriction on transfer. Upon a listing of the Resulting Issuer Shares, Resulting Issuer Shares held by certain insiders may be subject to the escrow pursuant to NP 46-201 or the policies of the relevant stock exchange. Assuming the Resulting Issuer proceeds with its planned application to list the Resulting Issuer Shares on the CSE, E79 has also agreed to enter a lock up agreement for all of the Resulting Issuer Shares held by E79 following the Amalgamation, anticipated to be 1,000,000 Resulting Issuer Shares assuming no other Resulting Issuer Shares are acquired by E79 following the completion of the Amalgamation, pursuant to which the Resulting Issuer will voluntarily submit its Resulting Issuer Shares to the same escrow requirements as those that would apply to the insiders of the Resulting Issuer pursuant to NP 46-201 or the policies of the relevant stock exchange.

Pursuant to section 2A.5(8)(e) of CSE Policy 2, upon listing of the Resulting Issuer Shares, all securities of the Resulting Issuer that are held by "principals" of the Resulting Issuer and all Resulting Issuer Shares that are considered "builder shares" pursuant to CSE policies must be placed into escrow. Upon listing of the Resulting Issuer Shares on the CSE, being after the completion of the Arrangement and the Amalgamation, it is expected that there will be an aggregate of 1,600,000 Resulting Issuer Shares (the "**Escrowed Securities**") held pursuant to the Escrow Agreement to be entered into between Odyssey, as escrow agent, the Resulting Issuer and the Escrowed E79 Shareholders.

The Escrowed Securities will be released as follows:

No earlier than 10 days following public announcement of the results of the first phase program described in the listing statement (the "**initial release**")	1/10 of the Escrowed Securities
6 months after the initial release	1/6 of the remaining Escrowed Securities
12 months after the initial release	1/5 of the remaining Escrowed Securities
18 months after the initial release	1/4 of the remaining Escrowed Securities
24 months after the initial release	1/3 of the remaining Escrowed Securities
30 months after the initial release	1/2 of the remaining Escrowed Securities
36 months after the initial release	The remaining Escrowed Securities

As at the date of this Circular, the securities expected to be subject to escrow upon completion of the listing of the Resulting Issuer Shares on the CSE are shown in the following table:

Name of Shareholder	Designation of Class of Escrowed Security	No. of Escrowed Securities	Percentage of Class[1]
Carl David Rotor	Resulting Issuer Shares	200,000	0.55%
Clickcatalyst Inc.[1]	Resulting Issuer Shares	262,500	0.72%
PrimEthic Holding Corporation[2]	Resulting Issuer Shares	537,500	1.48%
Robert Bain	Resulting Issuer Shares	200,000	0.55%
Sean Scott	Resulting Issuer Shares	400,000	1.10%

Notes:
(1) Based on 36,220,000 Resulting Issuer Shares anticipated to be outstanding.
(2) Clickcatalyst Inc. is wholly owned and controlled by Brent Couvrette.
(3) PrimEthic Holding Corporation is wholly owned and controlled by Jane Josafat.

PRINCIPAL SHAREHOLDERS

As of the date of this Circular, E79 holds 60.24% and other shareholders own 39.76% of the issued and outstanding Synergy Shares, as follows:

Name	No. of Synergy Shares held or controlled	Percentage of Synergy Shares[1]
E79	2,000,000	60.241%
Administracion y Servicios Empresariales Enerey SA de CV	1,320,000	39.759%

Note:
(1) Based on 3,320,000 Synergy Shares issued and outstanding as of the date of this Circular.

It is expected that following the Arrangement and the issuance or distribution, as applicable, of the New E79 Shares and SpinCo Shares, SpinCo will be owned (i) 79.51% by the current E79 Shareholders pro rata to their holdings in E79, totaling 9,000,000 SpinCo Shares (on a fully diluted basis assuming the exercise of all outstanding E79 Warrants and E79 Options, subject to rounding for fractional SpinCo Shares), (ii) 8.83% by E79, totaling 1,000,000 SpinCo Shares, and (iii) 11.66% by other shareholders of Spinco, totaling 1,320,000 SpinCo Shares. If an E79 Option or E79 Warrant ultimately expires or is otherwise terminated prior to its exercise, then E79 will retain the Spin Out Share Exchange Fraction that the holder of such E79 Options or E79 Warrants was entitled to, as applicable, and the aggregate number of Spin Out Share Exchange Fractions held by E79 upon exercise or termination of the E79 Options and E79 Warrants will be rounded down to the nearest whole number and any fraction will be cancelled by SpinCo or the Resulting Issuer, as applicable. To the knowledge of management of E79 and Synergy, no person, firm or company included amongst the current E79 Shareholders will beneficially own, control or direct, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to any class of voting securities of SpinCo immediately following the Effective Time.

Assuming the completion of the Arrangement and prior to the completion of the Amalgamation, and assuming full exercise of the E79 Options and E79 Warrants, there will be (a) 11,320,000 SpinCo Shares; (b) 24,900,000 142 Shares; and (c) 21,000,000 142 Warrants issued and outstanding. Immediately following the Amalgamation, the former SpinCo Shareholders will hold approximately 31.25% of the Resulting Issuer Shares on an undiluted basis and former 142 Shareholders, will hold approximately 68.75% of the Resulting Issuer Shares on an undiluted basis. See "*Schedule H – Information Concerning the Resulting Issuer - Overview*". For information regarding the capital structure of the Resulting Issuer see "*Schedule G – Information Concerning 142 - The Transaction – The Amalgamation*".

DIRECTORS AND EXECUTIVE OFFICERS

The names, country and province of residence and positions with SpinCo of the individuals expected to serve as the directors and executive officers of SpinCo after giving effect to the Arrangement and Amalgamation are set out below.

Name, Province and Country of Residence[1]	Director/Officer Since	Shares Beneficially Owned, Directly or Indirectly, or Over Which Control or Direction is Exercised [1][2]	Principal Occupation for the Past Five Years[1]
Michael Smith[3] British Columbia, Canada	Nominee (CEO, Corporate Secretary, Director)	Nil	CEO of E79 (2025 – present) CEO/Chairman of the Board of Hercules Resources Corp. (2021 – present)
Robert Bain United Kingdom	Director since March 27, 2024 CFO since September 1, 2023	200,000	Managing Director of a UAE financial advisory service company
Sean Scott[3] Alberta, Canada	Nominee (Director)	400,000	Businessman
Carl David Rotor[3] Victoria, Australia	Nominee (Director)	200,000	Partner at Partners in Performance

Notes:

(1) The information as to residence, principal occupation or employment and shares beneficially owned, directly or indirectly, or controlled is not within the knowledge of the management of Synergy or E79 and has been furnished by the respective director or officer.

(2) Number of SpinCo Shares after giving effect to the Arrangement. Information regarding SpinCo Shares anticipated to be held does not include SpinCo Shares issuable upon the exercise of convertible securities of SpinCo or E79.

(3) Anticipated member of the Resulting Issuer Audit Committee.

As of the date of this Circular, the proposed directors and executive officers of SpinCo do not beneficially own, control or direct, directly or indirectly, any Synergy Shares. Following completion of the Amalgamation, the directors and executive officers, as a group, will beneficially own, control or direct, directly or indirectly, 800,000 Resulting Issuer Shares representing approximately 2.21% of the anticipated issued and outstanding Resulting Issuer Shares (calculated based on an aggregate of 36,220,000 Resulting Issuer Shares anticipated to be outstanding, assuming the exercise of all outstanding E79 Options and E79 Warrants).

Description of SpinCo's Management and Directors

The following is a brief description of the expected management and directors of SpinCo after completion of the Arrangement. It is expected that each member of SpinCo's management team will devote the time necessary to perform the work required in connection with the management of SpinCo. Each of SpinCo's management and directors are anticipated to enter into independent contractor agreements post-merger and have not entered into non-competition or non-disclosure agreements with SpinCo.

Michael Smith – Chief Executive Officer and Director, Age: 43

Mr. Smith is a business leader with over a decade of experience spanning public company operations, capital raising and corporate communications. He has held executive and board roles in CSE-listed companies, led multimillion-dollar capital raises, and built a boutique advisory firm focused on growth-stage

ventures. With a background in marketing, compliance, and investor relations, he brings a strategic mindset to corporate development and stakeholder engagement.

It is expected that he will devote approximately 70% of his time to the business of SpinCo or the Resulting Issuer to effectively fulfill his duties as an officer and a member of the SpinCo Board or Resulting Issuer Board.

Robert Bain – Chief Financial Officer and Director, Age: 59

Mr. Bain is an experienced Chairman and company director. He is qualified as a Chartered Accountant and worked for 10 years at Pannell Kerr Forster International and Ernst and Young leading their corporate finance and transaction advisory teams. He is currently a director and chair of the audit committee of a Integrated Cyber Solutions Inc., a CSE-listed company.

He has previously been the Chief Executive Officer and Chief Financial Officer of a FTSE listed company as well as a partner and director of a venture capital fund and Chairman of a wellness brand. More recently he has been a director of an energy company and the Managing Director of a water tech start up, which recently signed a merger agreement with a NYSE listed Special Purpose Acquisition company.

Mr. Bain is currently the Managing Director of a UAE service company providing specialist listing, M&A, financial advice and services. He is also currently a director of a US based cybersecurity business which is listed on the CSE as well as a director of four mining companies based in Peru which are in various stages of seeking a public listing. He is also the CFO of 142 and Synergy.

It is expected that he will devote approximately 40% of his time to the business SpinCo or the Resulting Issuer to effectively fulfill his duties as an officer and a member of the SpinCo Board or Resulting Issuer Board.

Sean Scott – Director, Age: 46

Mr. Scott brings decades of management experience in structuring and overseeing the operations of large teams and projects. His history includes positions as Director of New Green Generations Holdings, a private capital corporation focused on innovative high-growth situations, where he has lead negotiations across several major transactions, and President of AMO Services which supports public company compliance and communication efforts in the US equity market and Canadian equity market.

He spent 20 years in industrial manufacturing as a welder, fabricator, foreman, production manager and project manager. He has managed major projects throughout the world with up to 150 workers under his supervision, such as Centennial Place Calgary and the Keynote Buildings in Calgary. He specialized in heavy and or difficult steel fabrication and welding focusing on production deadlines and utilizing all means to keep costs to an absolute minimum. He has done almost all aspects of fabrication: custom motorcycles, structural steel, oilfield service equipment, mobile full custom food trucks/mobile businesses, and mining equipment. Projects around the world include but are not limited to Canada, USA, Germany, Venezuela, Russia.

He owns AMO Services Inc and have been running that since 2017. It is a general consulting service for all types of business providing business solutions in all aspects, (i.e. personal management, production streamlining, quality control checks etc.)

He is also the President/CEO of New Green Generations Holdings, which has been working with Premind Singapore to create Premind USA and we are working towards a Reg CF and Reg A+ in the United States. He is a co-founder and CFO of Premind USA currently as well as the President of 142.

New Green and 142 BC both work to secure investments to fund projects with potential public listings and provide long term growth to investors. His area of management is focused on financial discipline and long-term growth.

It is expected that he will devote approximately 15% of his time to the business of SpinCo or the Resulting Issuer to effectively fulfill his duties as an officer and a member of the SpinCo Board or Resulting Issuer Board.

Carl David Rotor – Director, Age: 61

Mr. Rotor is an experienced transformation executive and consultant. His experience includes global and national firms, functions including strategy, technology, operating model, operations, maintenance excellence, and organization capability.

He was Bain's Asia Pacific Procurement Expert, and prior to that, he was the National Head of Sourcing & Procurement for Deloitte Consulting Australia.

Mr. Rotor is a transformation expert, having led several procurement, operations, and supply chain transformation projects, including the Government of Canada and Nortel Networks, Federated Department Stores, Telkom, Bloomberg, Toll, and Petronas.

He has built, led, and developed procurement and supply chain businesses, outsourcing operations, and consulting practices for over 20 years. In addition, he has successfully implemented several global and national business transformations including strategy, technology, and organizational capability development. Mr. Rotor's experience is wide-ranging including telecommunications, defence, mining, energy, rail, transportation, media, financial, healthcare and government.

He holds an MSc. from London Business School in England, including course work at Harvard, and a BA in Law from Carleton University in Canada.

It is expected that he will devote approximately 15% of his time to the business of SpinCo or the Resulting Issuer to effectively fulfill his duties as an officer and a member of the SpinCo Board or Resulting Issuer Board.

CEASE TRADE ORDERS, BANKRUPTCY, PENALTIES OR SANCTIONS

To the knowledge of Synergy, except as described below, no proposed directors of SpinCo (and after the Amalgamation, the Resulting Issuer):

(1) is, as at the date of this Circular, or has been, within 10 years before the date of this Circular, a director, chief executive officer or chief financial officer or executive officer of any company (including Synergy) that:

(i) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or

(ii) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred

while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer;

(2) is, as at the date of this Circular, or has been within 10 years before the date of this Circular, a director or executive officer of any company (including Synergy) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

(3) has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or

(4) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or

(5) has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

CONFLICTS OF INTEREST

To the best of Synergy's knowledge, there are no existing or potential material conflicts of interest between Synergy and any of its directors or officers as of the date hereof. However, certain of Synergy's directors and officers and/or SpinCo's proposed directors and officers are, or may become, directors or officers of other companies with businesses which may conflict with its business. Accordingly, conflicts of interest may arise which could influence these individuals in evaluating possible acquisitions or in generally acting on Synergy's behalf.

Pursuant to the BCBCA, directors and officers of Synergy are required to act honestly and in good faith with a view to the best interests of Synergy. As required under the BCBCA and Synergy's Articles:

- a director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of that conflict; and

- a director who holds a disclosable interest (as such term is defined under the BCBCA) in a contract or transaction into which Synergy has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

Generally, as a matter of practice, directors who have disclosed a material interest in any contract or transaction that the Synergy Board is considering will not take part in any board discussion respecting that contract or transaction. If on occasion such directors do participate in the discussions, they will refrain from voting on any matters relating to matters in which they have disclosed a material interest. In appropriate cases, Synergy will establish a special committee of independent directors to review a matter in which directors or officers may have a conflict.

DIRECTOR AND EXECUTIVE OFFICER COMPENSATION

Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table contains information about the compensation to, or earned by, individuals who were NEOs, as at the year ended February 28, 2025. The NEOs of Synergy as at the year ended February 28, 2025, were Robert Bain, Chief Financial Officer (appointed on September 1, 2023) and James Tworek (appointed on June 1, 2023).

Name and Principal Position	Year	Salary, Consulting Fees	Bonus	Committee or meeting fees	Value of Perquisites	Value of All Other Compensation	Total Compensation
Robert Bain Chief Financial Officer	2025	$30,000	Nil	Nil	Nil	Nil	$30,000
	2024	$15,000	Nil	Nil	Nil	Nil	$15,000
James Tworek President	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil

Following completion of the Arrangement, it is anticipated that SpinCo will adopt a compensation structure for its executive officers that is appropriate for its size and the nature of its operations, while also providing an incentive for growth. SpinCo expects that the initial compensation structure will reflect its intention to keep general and administrative costs low and as a cash-preserving measure, SpinCo may emphasize compensation through stock options of SpinCo. Depending on the future development of SpinCo and other factors that may be considered relevant by the SpinCo Board from time to time, it may be determined in the future to emphasize increased base salaries and rely to a lesser extent on share options or other incentives.

Synergy has not established an annual retainer fee or meeting attendance fee for directors. However, SpinCo expects to establish directors' fees in the future and each director will be entitled to participate in any security-based compensation arrangement or other plan adopted by SpinCo, from time to time, with the approval of the SpinCo Board. The SpinCo Board will periodically review the adequacy and form of the compensation of directors and ensure that the compensation realistically reflects the responsibilities and risks involved in being an effective director.

External Management Companies

Synergy has not entered into any agreement with any external management company that employs or retains one or more of the NEOs or directors and, other than as disclosed herein, Synergy has not entered into any understanding, arrangement or agreement with any external management company to provide executive management services to Synergy, directly or indirectly, in respect of which any compensation was paid by Synergy.

Employment, Consulting and Management Agreements

Other than the following, Synergy did not have any employment, consulting or management agreements with any NEO or director of the Company.

Robert Bain, Chief Financial Officer and Director

On August 31, 2023, Synergy entered into an agreement with Simcoe Services, a company managed by Robert Bain, to provide Chief Financial Officer services to Synergy (the "**CFO Agreement**"). Under the CFO

Agreement, Mr. Bain is retained as CFO of Synergy in consideration for a salary of $2,500 per month prior to the conclusion of the Arrangement, and $7,500 per month upon listing of the Resulting Issuer Shares on the CSE. The CFO Agreement may be terminated upon three months written notice by Synergy or Robert Bain.

Oversight and Description of Director and NEO Compensation

It is the objective of Synergy's executive compensation program to attract and retain highly qualified executives and to link incentive compensation to performance and shareholder value, while at the same time keeping in mind that Synergy currently has limited financial resources. It is the goal of the Synergy Board to endeavor to ensure that the compensation of executive officers is sufficiently competitive to achieve the objectives of the executive compensation program. Synergy's primary compensation policy is to pay for performance and accordingly, the performance of Synergy and of the executive officers as individuals are both examined by the Synergy Board.

When determining compensation, the Synergy Board annually assesses the individual performance and development of each executive officer and determines the appropriate consulting fees, annual incentive and long-term incentive for each individual. Due to the early stage of Synergy's business, the Synergy Board does not consider peer company comparatives.

The Synergy Board does not set specific performance objectives in assessing the performance of the Chief Financial Officer; rather the Synergy Board uses its experience and judgment in determining an overall compensation package for the Chief Financial Officer. The Synergy Board assesses the performance of Synergy and its executive officer relative to Synergy's goals and objectives.

Termination of Employment, Changes in Responsibility and Employment Contracts

Synergy and its subsidiary, AcquisitionCo, have no contract, agreement, plan or arrangement that provides for payments at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change of control of Synergy or AcquisitionCo or a change in responsibilities following a change in control.

There are no termination clauses or change of control benefits in employment agreements, or any other contract, agreement, plan or arrangement.

Option-Based Awards

Synergy does not currently have a stock option plan, and there are no options to purchase Synergy Shares outstanding. Any stock option plan put into place by SpinCo or the Resulting Issuer in future will be administered by the SpinCo Board or the Resulting Issuer Board, as the case may be, which will designate the recipients of options and the terms and conditions of each grant, in each case in accordance with applicable securities laws and stock exchange requirements. The options and shares available to be issued under any such plan will be used to retain and motivate current directors, officers, employees, consultants and attract new directors, officers, employees and consultants.

INDEBTEDNESS OF DIRECTORS, OFFICERS AND EMPLOYEES

No individual who is a director or executive officer of Synergy, or an associate or affiliate of such an individual, is indebted to Synergy.

AUDIT COMMITTEE

Synergy does not have an audit committee as at the date of this Circular, and the Resulting Issuer Audit Committee will not be constituted until after the completion of both the Arrangement and the Amalgamation

in anticipation of the proposed listing of the Resulting Issuer Shares, at which point the Resulting Issuer will establish the Resulting Issuer Audit Committee.

NI 52-110 requires that, once constituted, the Resulting Issuer Audit Committee meet certain requirements. It also requires Synergy to disclose in this Circular certain information regarding the proposed Resulting Issuer Audit Committee. That information is disclosed below.

Overview

The Resulting Issuer Audit Committee will be responsible for monitoring the Resulting Issuer's systems and procedures for financial reporting and internal control, reviewing certain public disclosure documents and monitoring the performance and independence of the Resulting Issuer's external auditors. The committee is also responsible for reviewing the Resulting Issuer's annual audited financial statements, unaudited quarterly financial statements and management's discussion and analysis of financial results of operations for both annual and interim financial statements and review of related operations prior to their approval by the Resulting Issuer Board.

Audit Committee Charter

The Resulting Issuer Board is anticipated to adopt an audit committee charter (the "**Charter**"), which is attached as Exhibit A to this Schedule F, mandating the role of the Resulting Issuer Audit Committee in supporting the Resulting Issuer Board in meeting its responsibilities to Resulting Issuer Shareholders.

Composition of the Audit Committee

The Resulting Issuer Audit Committee will consist of at least three directors as determined by the Resulting Issuer Board.

At least one member of the applicable audit committee will have accounting or related financial management expertise. All members of the applicable audit committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices. For the purposes of the Charter, the definition of "financially literate" is the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can presumably be expected to be raised by the Resulting Issuer's financial statements.

It is currently anticipated that the members of the applicable audit committee will be Michael Smith, Sean Scott, and Carl David Rotor. The Synergy Board considers all proposed members to be "financially literate", and none of the members are considered to be "independent", as such terms are defined in NI 52-110, however it is in intention of the Resulting Issuer Board to increase the independence of the audit committee through the appointment of additional qualified independent directors following listing of the Resulting Issuer Shares on the CSE. Unless a Chair is appointed by the Resulting Issuer Board, the members of the applicable audit committee may designate a Chair by a majority vote of the full applicable audit committee membership.

Relevant Education and Experience

Education and experience relevant to the performance of responsibilities as an audit committee member will include any education or experience that would provide the member with:

(1) an understanding of the accounting principles used by the applicable company to prepare its financial statements;

(2) the ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and reserves;

(3) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the applicable company's financial statements, or experience actively supervising one or more persons engaged in such activities; and

(4) an understanding of internal controls and procedures for financial reporting.

The following summarizes the education and experience of the currently anticipated members of the Resulting Issuer Audit Committee, composed of directors nominated to the Resulting Issuer Board post-merger, relevant to the performance of their responsibilities as a Resulting Issuer Audit Committee member:

Michael Smith – Chief Executive Officer and Director, Age: 43

Mr. Smith is a business leader with over a decade of experience spanning public company operations, capital raising and corporate communications. He has held executive and board roles in CSE-listed companies, led multimillion-dollar capital raises, and built a boutique advisory firm focused on growth-stage ventures. With a background in marketing, compliance, and investor relations, he brings a strategic mindset to corporate development and stakeholder engagement.

Sean Scott – Director, Age: 46

Mr. Scott brings decades of management experience in structuring and overseeing the operations of large teams and projects. His history includes positions as Director of New Green Generations Holdings, a private capital corporation focused on innovative high-growth situations, where he has lead negotiations across several major transactions, and President of AMO Services which supports public company compliance and communication efforts in the US equity market and Canadian equity market.

He spent 20 years in industrial manufacturing as a welder, fabricator, foreman, production manager and project manager. He has managed major projects throughout the world with up to 150 workers under his supervision, such as Centennial Place Calgary and the Keynote Buildings in Calgary. He specialized in heavy and or difficult steel fabrication and welding focusing on production deadlines and utilizing all means to keep costs to an absolute minimum. He has done almost all aspects of fabrication: custom motorcycles, structural steel, oilfield service equipment, mobile full custom food trucks/mobile businesses, and mining equipment. Projects around the world include but are not limited to Canada, USA, Germany, Venezuela, Russia.

He owns AMO Services Inc and have been running that since 2017. It is a general consulting service for all types of business providing business solutions in all aspects, (i.e. personal management, production streamlining, quality control checks etc.)

He is also the President/CEO of New Green Generations Holdings, which has been working with Premind Singapore to create Premind USA and we are working towards a Reg CF and Reg A+ in the United States. He is a co-founder and CFO of Premind USA currently as well as the President of 142.

New Green and 142 BC both work to secure investments to fund projects with potential public listings and provide long term growth to investors. His area of management is focused on financial discipline and long-term growth.

Carl David Rotor – Director, Age: 61

Mr. Rotor is an experienced transformation executive and consultant. His experience includes global and national firms, functions including strategy, technology, operating model, operations, maintenance excellence, and organization capability.

He was Bain's Asia Pacific Procurement Expert, and prior to that, he was the National Head of Sourcing & Procurement for Deloitte Consulting Australia.

Mr. Rotor is a transformation expert, having led several procurement, operations, and supply chain transformation projects, including the Government of Canada and Nortel Networks, Federated Department Stores, Telkom, Bloomberg, Toll, and Petronas.

He has built, led, and developed procurement and supply chain businesses, outsourcing operations, and consulting practices for over 20 years. In addition, he has successfully implemented several global and national business transformations including strategy, technology, and organizational capability development. Mr. Rotor's experience is wide-ranging including telecommunications, defence, mining, energy, rail, transportation, media, financial, healthcare and government.

He holds an MSc. from London Business School in England, including course work at Harvard, and a BA in Law from Carleton University in Canada.

Pre-Approval Policies and Procedures

The Resulting Issuer Board has anticipates that it will adopt the Audit Committee Charter, attached as Exhibit A to this Schedule F, which contains policies and procedures for the engagement of non-audit services. The Resulting Issuer Audit Committee will be responsible for the pre-approval of all audit services and permissible non-audit services to be provided to SpinCo or the Resulting Issuer by the external auditors subject to any exceptions provided in NI 52-110.

External Auditors Service Fees (By Category)

The aggregate fees billed to Synergy for the services provided by SHIM & Associates LLP Chartered Professional Accountants, Synergy's independent auditor, for the period from incorporation on June 1, 2023, to February 29, 2024, and for the fiscal year ended February 28, 2025, are set out in the table below.

	Audit fees[1]	Audit related fees[2]	Tax fees[3]	All other fees[4]
Year ended February 28, 2025	$12,000	Nil	Nil	Nil
Period from incorporation to February 29, 2024	$12,000	Nil	Nil	Nil

Notes:
(1) Fees for audit service on an accrued basis.
(2) Fees for assurance and related services not included in audit service above.
(3) Fees for tax compliance, tax advice and tax planning.
(4) All other fees not included above.

Exemption in Section 6.1 of NI 52-110

Following completion of the Arrangement, SpinCo is not expected to rely on the exemption from the provisions in Section 6.1 of NI 52-110 from the requirement of Part 3 (Composition of the Audit Committee). Following completion of the Arrangement, SpinCo is expected to rely on the exemption in Section 6.1 of NI 52-110, from the requirement of Part 5 (Reporting Obligations) as it will be a "venture issuer" as that term is defined under NI 52-110.

CORPORATE GOVERNANCE

National Policy 58-201 – *Corporate Governance Guidelines* ("**NP 58-201**") establishes corporate governance guidelines which apply to all reporting issuers. The guidelines deal with such matters as the constitution and independence of corporate boards, their functions, the effectiveness and education of board members and other items dealing with sound corporate governance practices. The Synergy Board considers that some of the guidelines in NP 58-201 are not suitable for Synergy at its current stage of development and therefore these guidelines have not been adopted. National Instrument 58-101 –

Disclosure of Corporate Governance Practices mandates disclosure of corporate governance practices, which disclosure is set out below.

SpinCo Board of Directors

The SpinCo Board will, on completion of the Arrangement, be comprised of four directors, being Robert Bain, Michael Smith, Sean Scott and Carl David Rotor. Michael Smith will not be considered "independent" due to his anticipated role as CEO of SpinCo, and Robert Bain will not be considered "independent" due to his anticipated role as CFO of SpinCo. Sean Scott and Carl David Rotor will not be considered "independent" due to having a material relationship with SpinCo.

Directorships

Certain of the proposed directors of SpinCo are presently directors of other reporting issuers (or equivalent) in Canada, as set out below:

Director	Reporting Issuer
Robert Bain	Integrated Cyber Solutions Inc. (Director, CSE)
Michael Smith	Hercules Resources Corp. (CEO and Director, CSE)

Orientation and Continuing Education

Synergy has not yet developed a formal orientation and training program for directors. After the Arrangement, if and when new directors are added the existing members of the SpinCo Board will provide any new director with a review of a director's fiduciary duties and SpinCo's expectations of its directors in terms of time and effort, as well as SpinCo's business, strategic plans, management issues, and corporate governance policies. New directors will also have access to management and any technical experts and consultants they wish to consult.

SpinCo Board members will be encouraged to communicate with management, auditors and technical consultants, to keep themselves current with industry trends and developments and changes in legislation with management's assistance, and to attend related industry seminars and visit SpinCo's properties. SpinCo Board members will have full access to SpinCo's records.

Ethical Business Conduct

The SpinCo Board will have responsibility for the stewardship of SpinCo, including responsibility for strategic planning, identification of the principal risks of SpinCo's business and implementation of appropriate systems to manage these risks, succession planning (including appointing, training and monitoring senior management) and the integrity of SpinCo's internal control and management information systems. To facilitate meeting this responsibility, the SpinCo Board will seek to foster a culture of ethical conduct by striving to ensure that SpinCo carries out its business in line with high business and moral standards and applicable legal and financial requirements.

Furthermore, directors are frequently reminded to consider whether they are in a conflict of interest by virtue of serving as directors or officers in other companies or holding an interest in a transaction or agreement. A director in such circumstances is advised to disclose his or her interest in a transaction or agreement, and if the SpinCo Board considers the interest to be material, such director must abstain from discussing and voting on the matter.

The SpinCo Board will actively monitor SpinCo's compliance with the SpinCo Board's directives and ensure that all material transactions are thoroughly reviewed and authorized by the SpinCo Board before being undertaken by management. SpinCo Board members are encouraged to consult with legal and financial advisors to ensure that SpinCo is meeting all relevant requirements.

Nomination of Directors

It is not expected that SpinCo will have a governance committee or a nomination committee. The SpinCo Board, as a whole, will oversee and decide on the nomination of directors as required.

Compensation

The SpinCo Board will perform the duties of a compensation committee, as SpinCo will not have a compensation committee. The SpinCo Board will review and approve the compensation of executive officers.

SpinCo will be an exploratory stage mining company and does not expect to generate revenues from operations in the foreseeable future. As a result, the use of traditional performance standards, such as corporate profitability, will not be considered by the SpinCo Board to be appropriate in the evaluation of executive officer performance. The compensation of senior officers will be based, in part, on trends in the mineral exploration industry as well as achievement of SpinCo's business plans. The SpinCo Board is not expected to establish any quantifiable criteria with respect to base compensation payable or the amount of equity compensation granted to senior officers or to benchmark against a peer group of companies.

SpinCo Board Committees

It is anticipated that SpinCo will not have any board committees upon closing of the Arrangement. The Resulting Issuer Audit Committee will not be constituted until after the completion of both the Arrangement and the Amalgamation in anticipation of the proposed listing of the Resulting Issuer Shares.

As the directors are expected to be actively involved in the operations of SpinCo and the size of SpinCo's operations does not warrant a larger board of directors, it has been determined that additional standing committees are not necessary at such stage of SpinCo's development.

Assessments

It is not anticipated that formal assessments would be useful at an early stage of SpinCo's development. The SpinCo Board will conduct informal annual assessments of the SpinCo Board's effectiveness, the individual directors and each of its committees. To assist in its review, the SpinCo Board expects to conduct informal surveys of its directors.

RISK FACTORS

Below are certain risk factors relating to Synergy, SpinCo and the Resulting Issuer that E79 Securityholders should carefully consider in connection with and following the Arrangement. The following information is a summary only of certain risk factors and is qualified in its entirety by reference to, and must be read in conjunction with, the detailed information that appears elsewhere in the Circular. References to SpinCo and SpinCo Shares in the following statement of risk factors should also be read to apply to Synergy and Synergy Shares, and to the Resulting Issuer and Resulting Issuer Shares should the Amalgamation proceed as planned, as applicable in the context used. Additional risk factors relating to SpinCo and its shareholders in connection with the Arrangement are set out in the Circular under "*The Arrangement – Risk Factors Relating to the Arrangement*".

The Arrangement may not be completed

There is no assurance that the Arrangement will receive requisite regulatory, stock exchange, Court or securityholder approval or will be completed. If the Arrangement is not completed, SpinCo will remain a private company and a partially-owned subsidiary of E79. If the Arrangement is completed, SpinCo Shareholders will be subject to the risk factors described below relating to resource properties.

Following the Arrangement, SpinCo may be unable to make the changes necessary to operate as an independent entity and may incur greater costs

Following the Arrangement, the separation of SpinCo from the other business of E79 may materially affect SpinCo. SpinCo may not be able to implement successfully the changes necessary to operate independently. SpinCo may incur additional costs relating to operating independently from E79 that could materially negatively affect its cash flows and results of operations. SpinCo may require E79 to provide SpinCo with certain services, facilities and/or financing on a transitional basis. SpinCo may, as a result, be dependent on such services and facilities until it is able to provide or obtain its own services, facilities and/or capital.

The Amalgamation may not be completed as planned or at all

There is no assurance that the Amalgamation will receive the requisite regulatory, stock exchange, or shareholder approval or will be completed.

Nature of the securities and no assurance of any listing

SpinCo Shares are not currently listed on any stock exchange and there is no assurance that the SpinCo Shares will be listed. Even if a listing is obtained, the holding of SpinCo Shares will involve a high degree of risk and should be undertaken only by investors whose financial resources are sufficient to enable them to assume such risks and who have no need for immediate liquidity in their investment. SpinCo Shares should not be held by persons who cannot afford the possibility of the loss of their entire investment. Furthermore, an investment in SpinCo Shares should not constitute a major portion of an investor's portfolio.

SpinCo's financial statements may not reflect what its financial position, results of operations or cash flows would have been had SpinCo operated as a stand-alone company or what SpinCo's financial position, results of operations or cash flows will be in the future

The carve out financial statements included in Schedule I to the Circular have been derived from the consolidated financial statements of E79, included in Schedule J to the Circular, as if SpinCo had been operating as a stand-alone company for the periods presented. SpinCo believes management has made reasonable assumptions underlying SpinCo's financial statements, including reasonable allocations of corporate expenses from E79, such as expenses related to employee benefits, finance, human resources, legal, information technology and executive management. However, because SpinCo's carve-out financial statements are based on certain assumptions and include allocations of corporate expenses from E79, these financial statements may not reflect what SpinCo's financial position, results of operations or cash flows would have been had SpinCo operated as a stand-alone company during the historical periods presented or what SpinCo's financial position, results of operations or cash flows will be in the future.

Income tax considerations

The fair market value of the SpinCo Shares immediately following the exchange of E79 Class A Shares for New E79 Shares and SpinCo Shares cannot be determined precisely and will impact the tax consequences of participating in the Arrangement.

No tax ruling has been received from the authorities in Canada or the United States in respect of tax consequences of participating in the Arrangement.

Future profits/losses and production revenues/expenses

SpinCo has no history of operations and expects that its losses will continue for the foreseeable future. The operating history of E79 cannot be regarded as the operating history of SpinCo.

SpinCo currently has an option to acquire a 100% interest in one mineral property, being the Dale Property, which interest will be subject to the Keystone NSR and the Optionor NSR. There can be no assurance that SpinCo will be able to acquire additional properties. If SpinCo is unable to acquire additional properties, its entire prospects will rest solely with its option to acquire the Dale Property. There can be no assurance that SpinCo will be profitable in the future. SpinCo's operating expenses and capital expenditures may increase in subsequent years as needed consultants, personnel and equipment associated with advancing exploration, development and commercial production of either of the projects and any other properties SpinCo may acquire are added. The amounts and timing of expenditures will depend on the progress of ongoing exploration and development, the results of consultants' analyses and recommendations, the rate at which operating losses are incurred and SpinCo's acquisition of additional properties and other factors, many of which are beyond SpinCo's control. SpinCo does not expect to receive revenues from operations in the foreseeable future, if at all. SpinCo expects to incur losses unless and until such time as its projects and any other properties SpinCo may acquire enter into commercial production and generate sufficient revenues to fund its continuing operations. Any development of the Dale Property and any other properties SpinCo may acquire will require the commitment of substantial resources to conduct the time-consuming exploration and development of properties. There can be no assurance that SpinCo will generate any revenues or achieve profitability. There can be no assurance that the underlying assumed levels of expenses will prove to be accurate.

Additional funding requirements

Additional exploration and potential development of the Dale Property or projects acquired in the future require significant capital. Accordingly, the continuing exploration and potential development of SpinCo's projects will depend upon SpinCo's ability to obtain financing through debt financing, equity financing, the joint venturing of projects, or other means. There is no assurance that SpinCo will be successful in obtaining the required financing for these or other purposes, including for general working capital, on acceptable terms or at all. SpinCo will not be able to rely on the capital resources of E79.

Operations during mining cycle peaks are more expensive

During times of increased demand for metals and minerals, price increases may encourage expanded mining exploration, development and construction activities. These increased activities may result in escalating demand for and cost of contract exploration, development and construction services and equipment. Increased demand for and cost of services and equipment could cause exploration, development and construction costs to increase materially, resulting in delays if services or equipment cannot be obtained in a timely manner due to inadequate availability, and increased potential for scheduling difficulties and cost increases due to the need to coordinate the availability of services or equipment, any of which could materially increase project exploration, development or construction costs, result in project delays, or increase operating costs.

Mining operations are risky

SpinCo's business, and any potential future development or mining operations, involve various types of risks and hazards typical of companies engaged in the mining industry. Such risks include, but are not limited to: (1) industrial accidents; (2) unusual or unexpected rock formations; (3) structural cave-ins or slides and pitfall, ground or slope failures and accidental release of water from surface storage facilities; (4) fire, flooding and earthquakes; (5) rock bursts; (6) metal losses in handling and transport; (7) periodic interruptions due to inclement or hazardous weather conditions; (8) environmental hazards; (9) discharge of pollutants or hazardous materials; (10) failure of processing and mechanical equipment and other performance problems; (11) geotechnical risks, including the stability of the underground hanging walls and unusual and unexpected geological conditions; (12) unanticipated variations in grade and other geological problems, water, surface or underground conditions; (13) labour disputes or slowdowns; (14) work force health issues as a result of working conditions; and (15) force majeure events, or other unfavourable operating conditions.

These risks, conditions and events could result in: (1) damage to, or destruction of, the value of, the Dale Property or any other property SpinCo may gain an interest in; (2) personal injury or death; (3) environmental damage to the Dale Property or any other property SpinCo may gain an interest in, surrounding lands and waters, or the properties of others; (4) delays or prohibitions on mining or the transportation of minerals; (5) monetary losses; and (6) potential legal liability and any of the foregoing could have a material adverse effect on SpinCo's business, financial condition, results of operation, cash flows or prospects. In particular, underground refurbishment and exploration activities present inherent risks of injury to people and damage to equipment. Significant accidents could occur, potentially resulting in a complete shutdown of SpinCo's operations at the Dale Property or any other property SpinCo may gain an interest in, which could have a material adverse effect on SpinCo's business, financial condition, results of operations, cash flows or prospects.

SpinCo has not defined any mineral resources or mineral reserves and its mineral property is not in production or under development

SpinCo is an exploration company and the Dale Property, being the sole property in which SpinCo holds an option to acquire an interest, is in the exploration stage. SpinCo has not defined or delineated any mineral resources or mineral reserves on the Dale Property.

No deposit history

The Dale Property remains in the exploration stage and is without a known body of commercial ore. Development of the Dale Property will follow only if favourable exploration results are obtained. The business of exploration for minerals and mining involves a high degree of risk. Few properties that are explored are ultimately developed into producing mines.

The Dale Property is not a producing property and SpinCo's ultimate success will depend on its ability to generate cash flow from producing properties in the future. SpinCo has not generated any revenue to date and there is no assurance that it will do so in the future.

SpinCo's anticipated business operations are at an early stage of development and its success will be largely dependent upon the outcome of the exploration programs that SpinCo proposes to undertake on the Dale Property.

Acquisition of additional mineral properties

If SpinCo loses or abandons its option to acquire an interest (or interest, as applicable) in the Dale Property, there is no assurance that it will be able to acquire an interest in another mineral property of merit or that such an acquisition would be approved by any stock exchange on which SpinCo may be listed.

Political and regulatory risks

E79 and SpinCo are currently not aware of any environmental or government-related regulatory problems that would adversely affect mineral exploration of or surface rights or legal access to, the Dale Property. Any changes in government policy may result in changes to laws affecting ownership of assets, mining policies, monetary policies, taxation, royalty rates, rates of exchange, environmental regulations, labour relations and return of capital. This may affect both SpinCo's ability to undertake exploration and potential future development activities in respect of present and future properties in the manner currently contemplated, as well as its ability to continue to explore, develop and operate the Dale Property or any other property in which SpinCo may acquire an interest. The possibility that future governments may adopt substantially different policies, which might extend to expropriation of assets, cannot be ruled out.

The potential future development and exploration activities of SpinCo are subject to various laws governing prospecting, development, production, exports, imports, taxes, labour standards and occupational health and safety, mine safety, toxic substances, waste disposal, environmental protection and remediation,

protection of endangered and protected species, land use, water use, land claims of local people and other matters. No assurance can be given that new rules and regulations will not be enacted or that existing rules and regulations will not be applied in a manner which could have an adverse effect on SpinCo's financial position. Amendments to current laws, regulations and permits governing development activities and activities of mining and exploration companies, or more stringent or different implementation, could have a material adverse impact on SpinCo's financial position, or could require abandonment or delays in the development of new mining properties. Failure to comply with any applicable laws, regulations or permitting requirements may result in enforcement actions against SpinCo, including orders issued by regulatory or judicial authorities causing potential future development or exploration activities to cease or be curtained or suspended, and may include corrective measures requiring capital expenditures, installation of additional equipment or remedial actions. SpinCo could be forced to compensate those suffering loss or damage by reason of its processing, development or exploration activities and could face civil or criminal fines or penalties imposed for violations of applicable laws or regulations. Any such regulatory or judicial action could materially increase SpinCo's operating costs and delay or curtail or otherwise negatively impact SpinCo's activities.

Exploration and development risks

The business of exploring for minerals and mining involves a high degree of risk. The operations of SpinCo may be disrupted by a variety of risks and hazards normally encountered in the exploration, potential future development and production of precious metals, including, without limitation, unusual and unexpected geologic formations, seismic activity, rock bursts, cave-ins, flooding and other conditions involved in the drilling and removal of material, any of which could result in damage to, or destruction of, mines and other producing facilities, personal injury or loss of life and damage to tailings dams, property, and environmental damage, all of which may result in possible legal liability. The occurrence of any of these events could result in a prolonged interruption of SpinCo's activities that would have a material adverse effect on its business, financial condition, results of operations and prospects. Further, SpinCo may be subject to liability or sustain losses in relation to certain risks and hazards against it cannot insure or for which it may elect not to insure. The occurrence of operational risks and/or a shortfall or lack of insurance coverage could have a material adverse impact on SpinCo's results of operations and financial condition.

The exploration for and development of mineral deposits involves significant risks, which even a combination of careful evaluation, experience and knowledge may not eliminate. While the discovery of an ore body may result in substantial rewards, few properties that are explored are ultimately developed into producing mines. Even when mineralization is discovered, it may take several years until production is possible, during which time the economic feasibility of production may change. Major expenses may be required to locate and establish mineral reserves and mineral resources, to develop metallurgical processes and to construct mining and processing facilities at a particular site. It is impossible to ensure that the exploration or potential future development programs planned by SpinCo will result in a profitable commercial mining operation. Whether a mineral deposit will be commercially viable depends on a number of factors, some of which are: the particular attributes of the deposit, such as size, grade and proximity to infrastructure, metal prices that are highly cyclical, and government regulations, including regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of minerals and environmental protection. The exact effect of these factors cannot be accurately predicted, but the combination of these factors may result in SpinCo not receiving an adequate return on invested capital. There is no certainty that the expenditures made towards the search and evaluation of mineral deposits will result in discoveries or development of commercial quantities of ore. Development projects have no operating history upon which to base estimates of future capital and operating costs. For development projects, mineral resource and mineral reserve estimates and estimates of operating costs are, to a large extent, based upon the interpretation of geologic data obtained from drill holes and other sampling techniques, and feasibility studies, which derive estimates of capital and operating costs based upon anticipated tonnage and grades of ore to be mined and processed, ground conditions, the configuration of the ore body, expected recovery rates of minerals from ore, estimated operating costs, and other factors. As a result, actual production, cash operating costs and economic returns could differ significantly from those estimated. It is not unusual for new mining operations to experience problems during the start-up phase, and delays in the commencement of production can often occur.

The Dale Property is in the exploration stage only and is without a known body of commercial ore. Development of the Dale Property would follow only if favorable exploration results are obtained.

Permitting

The operations of SpinCo will require licenses and permits from various governmental authorities. There can be no assurance that SpinCo will be able to obtain all necessary licenses and permits that may be required to carry out exploration and development of its projects. Delays in obtaining required licenses or permits due to opposition by a third party, location within Aboriginal treaty and asserted territories that may affect or be perceived to affect treaty and asserted aboriginal rights and title or other opposition by Aboriginal communities could affect the ability of SpinCo to develop its projects or could negatively affect project economics.

Title defects or claims may affect potential future development projects and future acquisitions

There is no guarantee that SpinCo's title to any project will not be challenged or impugned or that the appropriate permits and approvals will be obtainable on reasonable terms or on a timely basis; any licenses will be renewed upon their expiry; and that SpinCo will be able to explore any projects as permitted or to enforce its rights with respect to its projects.

SpinCo does not yet own title to the Dale Property which remains in the name of the Optionor. Transfer of title to SpinCo is conditional upon SpinCo fulfilling its obligations under the Dale Option Agreement, including making due payments under the Dale Option Agreement. Until title to the Dale Property is transferred to SpinCo, there is no guarantee that SpinCo's option to acquire an interest in the Dale Property will not be challenged by the present title holders.

SpinCo requires work permits and local community approvals to realize further exploration work such as surveying, geophysical, geochemical, geological and sample surveys and drilling. There can be no assurance that the appropriate permits and approvals will be obtainable on reasonable terms or on a timely basis.

There is no guarantee that title to any properties is which SpinCo has or may have an interest will not be challenged or impugned. SpinCo's mineral property interests may be subject to prior unregistered agreements or transfers or native land claims and title may be affected by undetected defects. Until competing interests in the mineral lands have been determined, SpinCo can give no assurance as to the validity of title of SpinCo to those lands or the size of such mineral lands. Accordingly, SpinCo's interest in any property may be subject to prior unregistered liens, agreements, transfers or claims, and title may be affected by, among other things, undetected defects. In addition, SpinCo may be unable to explore any properties as permitted or to enforce its rights with respect to any properties in which SpinCo has an interest.

Unreliable Historical Data

SpinCo has compiled technical data, particularly in respect of the Dale Property, some of which was not prepared by SpinCo. While the data provides useful information for SpinCo, much of it must be verified by SpinCo before being relied upon in formulating exploration programs.

Indigenous Peoples' claims and rights to consultation and accommodation may affect SpinCo's existing properties as well as future acquisitions

Governments in many jurisdictions may consult with Indigenous Peoples with respect to grants of mineral rights and the issuance or amendment of project authorizations. These requirements are subject to change from time to time. As an example, the Government of British Columbia has recently introduced legislation to implement the United Nations Declaration on the Rights of Indigenous Peoples in British Columbia. Consultation and other rights of Indigenous Peoples may require accommodations, including undertakings regarding financial compensation, employment and other matters in impact and benefit agreements. This

may affect SpinCo's ability to acquire within a reasonable time frame effective mineral titles or environmental permits in these jurisdictions, including in some parts of Canada in which Aboriginal title is claimed, and may affect the timetable and costs of development of mineral properties in these jurisdictions. The risk of unforeseen Indigenous Peoples' claims or grievances also could affect existing operations as well as development projects and future acquisitions. These legal requirements and the risk of Indigenous Peoples' opposition may increase SpinCo's operating costs and affect its ability to expand or transfer existing operations or to develop new projects.

Environmental risks and hazards

Any mining operations of SpinCo will be subject to environmental regulations, which can make operations expensive or prohibit them altogether. SpinCo may be subject to potential risks and liabilities associated with pollution of the environment and the disposal of waste products that could occur as a result of its mineral exploration, and potential future development and production.

To the extent SpinCo is subject to environmental liabilities, the payment of such liabilities or the costs that it may incur to remedy environmental pollution would reduce funds otherwise available to SpinCo and could have a material adverse effect on SpinCo. If SpinCo is unable to fully remedy an environmental problem, it might be required to suspend operations or enter into interim compliance measures pending completion of the required remedy. The potential exposure may be significant and could have a material adverse effect on SpinCo.

Any exploration and potential future development and production activities of SpinCo will be subject to regulation under one or more environmental laws and regulations. Many of the regulations require SpinCo to obtain permits for its activities. SpinCo must update and review its permits from time to time, and is subject to environmental impact analyses and public review processes prior to approval of the additional activities. It is possible that future changes in applicable laws, regulations and permits or changes in their enforcement or regulatory interpretation could have a significant impact on some portion of SpinCo's business, causing those activities to be economically re-evaluated at that time.

Commodity price risk and tariffs

The ability of SpinCo to raise financing to fund its exploration and potential future development costs will be significantly affected by changes in the market price of the metals for which it explores. The prices of metals are volatile and are affected by numerous factors beyond SpinCo's control. The level of interest rates, the rate of inflation, the world supplies of and demands for metals and the stability of exchange rates can all cause fluctuations in these prices. Such external economic factors are influenced by changes in international investment patterns and monetary systems and political developments. Future significant price declines could cause investors to be unprepared to finance exploration and development of copper deposits, with the result that SpinCo may not have sufficient financing with which to fund its plans.

The U.S. Presidential administration has stated its intention to impose new or increased tariff rates on imported goods from several countries, including Canada. The details of these tariffs, including which countries and which products would be included, the new rates, and the potential timing, are currently unknown. Such tariffs, and/or the response of the Canadian federal government and/or provincial governments to such tariffs, may adversely affect the demand and/or market price for commodities and otherwise adversely affect SpinCo. Changes in trade relations between Canada and the U.S. and the risk that the new U.S. Presidential administration imposes tariffs on Canadian goods would have an adverse material effect on SpinCo.

No history of dividends

SpinCo has not paid a dividend on the SpinCo Shares since incorporation. SpinCo intends to continue to retain earnings and other cash resources for its business. Any future determination to pay dividends will be

at the discretion of the SpinCo Board and will depend upon the capital requirements of SpinCo, results of operations and such other factors as the SpinCo Board considers relevant.

Joint ventures

SpinCo may enter into joint venture arrangements with regard to future exploration and potential future development and production properties. There is a risk any future joint venture partner does not meet its obligations and SpinCo may therefore suffer additional costs or other losses. It is also possible that the interests of SpinCo or future joint venture partners are not aligned resulting in project delays or additional costs and losses. SpinCo may have minority interests in the companies, partnerships and ventures in which it invests and may be unable to exercise control over the operations of such companies.

Infrastructure

Mining, processing, development and exploration activities depend, to one degree or another, on adequate infrastructure. Reliable roads, bridges, power sources and water supply are important determinants which affect capital and operating costs. The lack of availability on acceptable terms or the delay in the availability of any one or more of these items could prevent or delay exploration or potential future development of SpinCo's projects. If adequate infrastructure is not available in a timely manner, there can be no assurance that the exploration or potential future development of SpinCo's projects will be commenced or completed on a timely basis, if at all. Unusual or infrequent weather phenomena, terrorism, sabotage, government or other interference in the maintenance or provision of such infrastructure could adversely affect SpinCo's operations, financial condition and results of operations.

Competition

The mineral exploration business is competitive in all of its phases. SpinCo competes with numerous other companies and individuals, including competitors with greater financial, technical and other resources than SpinCo, in the search for and acquisition of exploration and development rights on desirable mineral properties, for capital to finance its activities and in the recruitment and retention of qualified employees. There is no assurance that SpinCo will continue to be able to compete successfully with its competitors in acquiring exploration and development rights, financing, or recruiting and retaining employees.

Lack of availability of resources

Mining exploration requires ready access to mining equipment such as drills, and crews to operate that equipment. There can be no assurance that such resources will be available to SpinCo on a timely basis or at a reasonable cost. Failure to obtain these resources when needed may result in delays in SpinCo's exploration programs.

Property commitments

The Dale Property is subject to various land payments, royalties and work commitments. Failure by SpinCo to fulfill its commitments under the Dale Option Agreement could result in the loss of its option to acquire an interest in the Dale Property.

Similarly, properties held by SpinCo in the future, if any, may be subject to various land payments, royalties and/or work commitments. Failure by SpinCo to meet its payment obligations or otherwise fulfill its commitments under these agreements could result in the loss of related property interests.

Dependence on good relations with employees and contractors

The success of SpinCo's operations depends on the skills and abilities of its employees and contractors. There is intense competition for engineers, geologists and persons with mining expertise. The ability of SpinCo to hire and retain engineers, geologists and persons with mining expertise is key to the mining

operations. Further, relations with employees may be affected by changes in the scheme of labour relations that may be introduced by the relevant governmental authorities in the jurisdictions in which the mining operations are conducted. Changes in such legislation or otherwise in SpinCo's relationships with its employees may result in strikes, lockouts or other work stoppages, any of which could have a material adverse effect on the mining operations, results of operations and financial condition.

Outside contractor risks

It is common for certain aspects of mining operations, such as drilling, blasting and underground development, to be conducted by outside contractors. As a result, SpinCo is subject to a number of risks, including: reduced control over the aspects of the tasks that are the responsibility of the contractors; failure of the contractors to perform under an agreement with SpinCo; inability to replace the contractors if their contracts are terminated; interruption of services in the event that the contractors cease operations due to insolvency or other unforeseen events; failure of the contractors to comply with applicable legal and regulatory requirements; and failure of the contractors to properly manage its workforce resulting in labour unrest or other employment issues.

Reliance on key personnel

SpinCo will be dependent on the continued services of its senior management team, and its ability to retain other key personnel. The loss of such key personnel could have a material adverse effect on SpinCo. There can be no assurance that any of SpinCo's employees will remain with SpinCo or that, in the future, the employees will not organize competitive businesses or accept employment with companies competitive with SpinCo.

Reporting issuer obligations

Assuming completion of the Arrangement, SpinCo's business will be subject to evolving corporate governance and public disclosure regulations that will increase both SpinCo's compliance costs and the risk of non-compliance, which could adversely impact SpinCo's share price.

SpinCo will be subject to changing rules and regulations promulgated by a number of governmental and self-regulated organizations, including the Canadian Securities Administrators and the International Accounting Standards Board. These rules and regulations continue to evolve in scope and complexity creating many new requirements.

Conflicts of interest

SpinCo's directors and officers may serve as directors or officers of other companies or companies providing services to SpinCo or they may have significant shareholdings in other companies. Situations may arise where the directors and/or officers of SpinCo may be in competition with SpinCo. Any conflicts of interest will be subject to and governed by the law applicable to directors' and officers' conflicts of interest. In the event that such a conflict of interest arises at a meeting of SpinCo's directors, a director who has such a conflict will abstain from voting for or against the approval of such participation or such terms. In accordance with applicable laws, the directors of SpinCo are required to act honestly, in good faith and in the best interests of SpinCo.

The possible issuance of additional SpinCo Shares may impact the value of SpinCo Shares; Dilution

SpinCo is authorized to issue an unlimited number of SpinCo Shares without par value. Sales of a substantial number of SpinCo Shares, or the perception that such sales could occur, could materially adversely affect the value of SpinCo Shares, particularly when no existing public market for trading such securities exists.

SpinCo will require additional funds to further its activities and objectives. To obtain such funds, SpinCo may issue additional securities, including SpinCo Shares or securities convertible into or exchangeable for SpinCo Shares. As a result, the SpinCo Shareholders could be substantially diluted.

Change in climate conditions

Governments are moving to introduce climate change legislation and treaties at the international, national, state/province and local levels. Regulation relating to emission levels (such as carbon taxes) and energy efficiency is becoming more stringent. If the current regulatory trend continues, SpinCo expects that this will result in increased costs. In addition, physical risk of climate change may also have an adverse effect on SpinCo's operations. These risks include extreme weather events, and resource shortages due to disruption of equipment and supplies required on site. SpinCo can provide no assurance that efforts to mitigate the risks of climate changes will be effective and that the physical risks of climate change will not have an adverse effect on its operations.

PROMOTER

Under applicable Canadian securities laws, E79 may be considered a promoter of Synergy in that it took initiative in substantially reorganizing the business of Synergy.

As of the date of this Circular, E79 is the registered holder of 2,000,000 Synergy Shares representing approximately 60.24% of all of the issued and outstanding Synergy Shares.

Immediately following the Effective Time, E79 is expected to beneficially own, control and direct, directly or indirectly, 1,000,000 SpinCo Shares which will constitute approximately 2.76% of the issued and outstanding SpinCo Shares, assuming the exercise of all outstanding E79 Options and E79 Warrants. If an E79 Option or E79 Warrant ultimately expires or is otherwise terminated prior to its exercise, then E79 will retain the Spin Out Share Exchange Fractions that the holder of such E79 Options or E79 Warrants was entitled to, as applicable, and such shares will be will be rounded down to the nearest whole number and any fraction will be cancelled by SpinCo or the Resulting Issuer, as applicable, upon exercise or expiry of all such E79 Options and E79 Warrants.

LEGAL PROCEEDINGS AND REGULATORY ACTIONS

Legal Proceedings

Synergy is not a party to any legal proceedings and Synergy is not aware of any such proceedings under contemplation.

Regulatory Actions

There are no (a) penalties or sanctions imposed against Synergy by a court relating to securities legislation or by a securities regulatory authority during its most recently completed financial year; (b) other penalties or sanctions imposed by a court or regulatory body against Synergy that would likely be considered important to a reasonable investor in making an investment decision in Synergy; or (c) settlement agreements Synergy entered into before a court relating to securities legislation or with a securities regulatory authority during its most recently completed financial year.

INTERESTS OF CERTAIN PERSONS IN MATERIAL TRANSACTIONS

Except as set out elsewhere in this Circular, none of the proposed directors or executive officers of SpinCo, or any person that is expected to beneficially own or control or direct more than 10% of any class or series of shares of SpinCo, or any associate or affiliate of any of the foregoing persons, has or has had any material interest in any past transaction within the three years before the date of this Circular, or any proposed transaction, that has materially affected or would materially affect SpinCo or AcquisitionCo.

Certain proposed directors and officers of SpinCo are also directors, officers or shareholders of other companies that are similarly engaged in the business of acquiring, developing and exploiting natural resource properties. Such associations to other engaged companies in the resource sector may give rise to conflicts of interest from time to time. As a result, opportunities provided to a director of SpinCo may not be made available to SpinCo but, rather, may be offered to a company with competing interests. The directors and senior officers of SpinCo are required by law to act honestly and in good faith with a view to the best interests of SpinCo and to disclose any personal interest which they may have in any project or opportunity of SpinCo, and to abstain from voting on such matters.

AUDITORS, TRANSFER AGENT AND REGISTRAR

SHIM & Associates LLP, Chartered Professional Accountants, 777 Hornby St, Vancouver, British Columbia V6Z 1S4, Canada is the auditor of Synergy. Davidson & Company LLP, Suite 1200- 609 Granville Street, Vancouver, British Columbia, V7Y1G6, Canada is the auditor for E79 and were appointed on May 6, 2024.

The transfer agent and registrar for the Synergy Shares is Odyssey. The register of transfers of the Synergy Shares is maintained by Odyssey at its offices in Vancouver, British Columbia.

MATERIAL CONTRACTS

Following the completion of the Arrangement, other than contracts entered into in the ordinary course of business, the only material contracts of SpinCo will be the Merger Agreement as described under "*Amalgamation Transaction*" in this Schedule F and the Dale Option Agreement as described under "*Mineral Property*" in this Schedule F.

EXPERTS

Synergy's auditors are SHIM & Associates LLP Chartered Professional Accountants, who have confirmed they are independent in respect of Synergy within the meaning of the *Chartered Professional Accountants of British Columbia Code of Professional Conduct*.

Allan Armitage Ph.D., P.Geo. and Sarah Dean, B.Sc., P.Geo, are the authors of the Technical Report. As of the date of this Circular, each of Dr. Armitage and Ms. Dean own none of the issued and outstanding Synergy Shares or E79 Shares.

EXHIBIT A
TO SCHEDULE F
SYNERGY METALS CORP.
AUDIT COMMITTEE CHARTER

I. Purpose

The primary objective of the Audit Committee (the "**Committee**") of Synergy Metals Corp. (the "**Company**") is to act as a liaison between the Board and the Company's independent auditors (the "**Auditors**") and to oversee (a) the accounting and financial reporting processes of the Company, including the financial statements and other financial information provided by the Company to its shareholders, the public and others, (b) the Company's compliance with legal and regulatory requirements, (c) the audit of the Company's financial statements, (d) the qualification, independence and performance of the Auditors, and (e) the Company's risk management and internal financial and accounting controls, and management information systems. For greater certainty, references to the financial statements of the Company shall include, where applicable, the financial statements of the Company's subsidiary entities.

Although the Committee has the powers and responsibilities set forth in this Charter, the role of the Committee is oversight. The members of the Committee are not full-time employees of the Company and may or may not be accountants or auditors by profession or experts in the fields of accounting or auditing and, in any event, do not serve in such capacity. Consequently, it is not the duty of the Committee to conduct audits or to determine that the Company's financial statements and disclosures are complete and accurate and are in accordance with generally accepted accounting principles and applicable rules and regulations. These are the responsibilities of management and the Auditors.

The responsibilities of a member of the Committee are in addition to such member's duties as a member of the Board.

II. Organization

The Committee membership shall satisfy, at a minimum, the laws governing the Company and the independence, financial literacy and financial experience requirements under applicable securities laws, rules and regulations, stock exchange and any other regulatory requirements applicable to the Company.

Members of the Committee must be financially literate as the Board interprets such qualification in its business judgment. All members shall be able to read and understand fundamental financial statements, including a company's balance sheet, income statement and cash flow statement.

The Committee shall consist of three or more directors of the Company. The members of the Committee and the Chair of the Committee shall be appointed by the Board. A majority of the members of the Committee shall constitute a quorum. A majority of the members of the Committee shall be empowered to act on behalf of the Committee. Matters decided by the Committee shall be decided by majority votes. The chair of the Committee shall have an ordinary vote.

Any member of the Committee may be removed or replaced at any time by the Board and shall cease to be a member of the Committee as soon as such member ceases to be a director.

The Committee may form and delegate authority to subcommittees when appropriate.

III. Meetings

The Committee shall meet as frequently as circumstances require, but not less frequently than four times per year. The Committee shall meet at least quarterly with management, the Company's financial and accounting officer(s) and the Auditors in separate executive sessions to discuss any matters that the Committee or each of these groups believe should be discussed privately. Meetings may be held

telephonically or other methods of communication to the extent permitted by the Company's organizational documents and applicable British Columbia law.

In the absence of the appointed Chair of the Committee at any meeting, the members shall elect a chair from those in attendance at the meeting. The Chair, in consultation with the other members of the Committee, shall set the frequency and length of each meeting and the agenda of items to be addressed at each upcoming meeting.

The Committee will appoint a Secretary who will keep minutes of all meetings. The Secretary may also be the Chief Financial Officer, the Company's Secretary-Treasurer, or the Company's Corporate Secretary or another person who does not need to be a member of the Committee. The Secretary for the Committee can be changed by simple notice from the Chair.

The Chair shall ensure that the agenda for each upcoming meeting of the Committee is circulated to each member of the Committee as well as the other directors in advance of the meeting.

The Committee may invite, from time to time, such persons as it may see fit to attend its meetings and to take part in discussion and consideration of the affairs of the Committee. The Company's accounting and financial officer(s) and the Auditors shall attend any meeting when requested to do so by the Chair of the Committee.

IV. Authority and Responsibilities

The Board, after consideration of the recommendation of the Committee, shall nominate the Auditors for appointment by the shareholders of the Company in accordance with applicable law. The Auditors report directly to the Audit Committee. The Auditors are ultimately accountable to the Committee and the Board as representatives of the shareholders.

In fulfilling its duties and responsibilities under this Charter, the Committee will be entitled to reasonably rely on (a) the integrity of those persons within the Company and of the professionals and experts (such as the Auditors) from which it receives information, (b) the accuracy of the financial and other information provided to the Committee by such persons, professionals or experts and (c) the representations made by the Auditors as to any services provided by it to the Company.

The Committee shall have the following responsibilities:

(a) Auditors

1. Be directly responsible for the appointment, compensation, retention (including termination) and oversight of the work of any independent registered public accounting firm engaged by the Company (including for the purposes of preparing or issuing an audit report or performing other audit, review or attestation services or other work for the Company and including the resolution of disagreements between management and the Company's independent registered public accounting firm regarding financial reporting) and ensure that such firm shall report directly to it; recommend to the Board the independent auditors to be nominated for appointment as Auditors of the Company at the Company's annual meeting, the remuneration to be paid to the Auditors for services performed during the preceding year; and recommend to the Board and the shareholders the termination of the appointment of the Auditors, if and when advisable;

2. When there is to be a change of the Auditor, review all issues related to the change, including any notices required under applicable securities law, stock exchange or other regulatory requirements, and the planned steps for an orderly transition.

3. Review the Auditor's audit plan and discuss the Auditor's scope, staffing, materiality, and general audit approach.

4. Review on an annual basis the performance of the Auditors, including the lead audit partner.

5. Take reasonable steps to confirm the independence of the Auditors, which include:

   (a) Ensuring receipt from the Auditors of a formal written statement in accordance with applicable regulatory requirements delineating all relationships between the Auditors and the Company;

   (b) Considering and discussing with the Auditors any disclosed relationships or services, including non-audit services, that may impact the objectivity and independence of the Auditors;

   (c) Approving in advance all auditing services and any non-audit related services provided by the Auditors to the Company, and the fees for such services, with a view to ensure independence of the Auditor, and in accordance with applicable regulatory standards, including applicable stock exchange requirements with respect to approval of non-audit related services performed by the Auditors; and

   (d) As necessary, taking or recommending that the Board take appropriate action to oversee the independence of the Auditors.

6. The Committee is permitted to delegate pre-approval authority to one of its members; however, the decision of any member of the Committee to whom such authority has been delegated must be presented to the full Committee at its next scheduled meeting.

7. Review and approve any disclosures required to be included in periodic reports under applicable securities laws, rules and regulations and stock exchange and other regulatory requirements with respect to non-audit services.

8. Confirm with the Auditors and receive written confirmation at least once per year as to (i) the Auditor's internal processes and quality control procedures; and (ii) disclosure of any material issues raised by the most recent internal quality control review, or per review within the preceding five years respecting independent audit carried out by the Auditors or investigations or government or professional enquiries, reviews or investigations of the Auditors within the last five years.

9. Consider the tenure of the lead audit partner on the engagement in light of applicable securities law, stock exchange or applicable regulatory requirements.

10. Review all reports required to be submitted by the Auditors to the Committee under applicable securities laws, rules and regulations and stock exchange or other regulatory requirements.

11. Receive all recommendations and explanations which the Auditors place before the Committee.

(b) Financial Statements and Financial Information

1. Review and discuss with management, the financial and accounting officer(s) and the Auditors, the Company's annual audited financial statements, including disclosures made in management's discussion and analysis, prior to filing or distribution of such statements

and recommend to the Board, if appropriate, that the Company's audited financial statements be included in the Company's annual reports distributed and filed under applicable laws and regulatory requirements.

2. Review and discuss with management, the financial and accounting officer(s) and the Auditors, the Company's interim financial statements, including management's discussion and analysis, and the Auditor's review of interim financial statements, prior to filing or distribution of such statements.

3. Review any earnings press releases of the Company before the Company publicly discloses this information.

4. Be satisfied that adequate procedures are in place for the review of the Company's disclosure of financial information and extracted or derived from the Company's financial statements and periodically assess the adequacy of these procedures.

5. Discuss with the Auditor the matters required to be discussed by applicable auditing standards requirements relating to the conduct of the audit including:

   (a) the adoption of, or changes to, the Company's significant auditing and accounting principles and practices;

   (b) the management letter provided by the Auditor and the Company's response to that letter; and

   (c) any difficulties encountered in the course of the audit work, including any restrictions on the scope of activities or access to requested information, or personnel and any significant disagreements with management.

6. Discuss with management and the Auditors major issues regarding accounting principles used in the preparation of the Company's financial statements, including any significant changes in the Company's selection or application of accounting principles. Review and discuss analyses prepared by management and/or the Auditors setting forth significant financial reporting issues and judgments made in connection with the preparation of the financial statements, including analyses of the effects of alternative approaches under generally accepted accounting principles.

7. Prepare, or ensure the preparation of, and review any report under applicable securities law, stock exchange or other regulatory requirements, including any reports required to be included in statutory filings, including in the Company's annual proxy statement.

(c) Ongoing Reviews and Discussions with Management and Others

8. Obtain and review an annual report from management relating to the accounting principles used in the preparation of the Company's financial statements, including those policies for which management is required to exercise discretion or judgments regarding the implementation thereof.

9. Periodically review separately with each of management, the financial and accounting officer(s) and the Auditors; (a) any significant disagreement between management and the Auditors in connection with the preparation of the financial statements, (b) any difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information and (c) management's response to each.

10. Periodically discuss with the Auditors, without management being present, (a) their judgments about the quality, integrity and appropriateness of the Company's accounting principles and financial disclosure practices as applied in its financial reporting and (b) the completeness and accuracy of the Company's financial statements.

11. Consider and approve, if appropriate, significant changes to the Company's accounting principles and financial disclosure practices as suggested by the Auditors or management and the resulting financial statement impact. Review with the Auditors or management the extent to which any changes or improvements in accounting or financial practices, as approved by the Committee, have been implemented.

12. Review and discuss with management, the Auditors and the Company's independent counsel, as appropriate, any legal, regulatory or compliance matters that could have a significant impact on the Company's financial statements, including applicable changes in accounting standards or rules, or compliance with applicable laws and regulations, inquiries received from regulators or government agencies and any pending material litigation.

13. Enquire of the Company's financial and accounting officer(s) and the Auditors on any matters which should be brought to the attention of the Committee concerning accounting, financial and operating practices and controls and accounting practices of the Company.

14. Review the principal control risks to the business of the Company, its subsidiaries and joint ventures; and verify that effective control systems are in place to manage and mitigate these risks.

15. Review and discuss with management any earnings press releases, including the use of "pro forma" or "adjusted" non-GAAP information, as well as any financial information and earnings guidance provided to analysts and rating agencies. Such discussions may be done generally (i.e. discussion of the types of information to be disclosed and the types of presentations made).

16. Review and discuss with management any material off-balance sheet transactions, arrangements, obligations (including contingent obligations) and other relationships of the Company with unconsolidated entities or other persons, that may have a material current or future effect on financial condition, changes in financial condition, results of operations, liquidity, capital resources, capital reserves or significant components of revenues or expenses. Obtain explanations from management of all significant variances between comparative reporting periods.

17. Review and discuss with management the Company's major risk exposures and the steps management has taken to monitor, control and manage such exposures, including the Company's risk assessment and risk management guidelines and policies.

(d) Risk Management and Internal Controls

18. Review, based upon the recommendation of the Auditors and management, the scope and plan of the work to be done by the Company's financial and accounting group and the responsibilities, budget and staffing needs of such group.

19. Ensure that management has designed and implemented effective systems of risk management and internal controls and, at least annually, review the effectiveness of the implementation of such systems.

20. Approve and recommend to the Board for adoption policies and procedures on risk oversight and management to establish an effective and efficient system for identifying, assessing, monitoring and managing risk relating to financial management and internal control.

21. In consultation with the Auditors and management, review the adequacy of the Company's internal control structure and procedures designed to ensure compliance with laws and regulations, and discuss the responsibilities, budget and staffing needs of the Company's financial and accounting group.

22. Establish procedures for (a) the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters and (b) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

23. Maintain a direct report relationship with the internal auditors and review the internal control reports prepared by management, including (i) management's assessment of the effectiveness of the Company's internal control structure and procedures for financial reporting; (ii) review on an annual basis the performance of the internal auditors; and (iii) the Auditors' attestation, and report, on the assessment made by management.

24. Review the appointment of the chief financial officer and any key financial executives involved in the financial reporting process and recommend to the Board any changes in such appointments.

(e) Other Responsibilities

25. Create an agenda for the ensuing year.

26. Review and approve related-party transactions if required under applicable securities law, stock exchange or other regulatory requirements.

27. Review and approve (a) any change or waiver in the Company's code of ethics applicable to senior financial officers and (b) any disclosures made under applicable securities law, stock exchange or other regulatory requirements regarding such change or waiver.

28. Establish, review and approve policies for the hiring of employees, partners, former employees or former partners of the Company's Auditors or former independent auditors.

29. Review and reassess the duties and responsibilities set out in this Charter annually and recommend to the Nominating and Corporate Governance Committee and to the Board any changes deemed appropriate by the Committee.

30. Review its own performance annually, seeking input from management and the Board.

31. Confirm annually that all responsibilities outlined in this Charter have been carried out.

32. Perform any other activities consistent with this Charter, the Company's articles and by-laws and governing law, as the Committee or the Board deems necessary or appropriate.

V. Reporting

The Committee shall report regularly to the Board and shall submit the minutes of all meetings of the Audit Committee to the Board. The Committee shall also report to the Board on the proceedings and deliberations of the Committee at such times and in such manner as the Board may require. The Committee shall review

with the full Board any issues that have arisen with respect to quality or integrity of the Company's financial statements, the Company's compliance with legal or regulatory requirements, the performance or independence of the Auditors or the performance of the Company's financial and accounting group.

VI. Resources and Access to Information

The Committee shall have the authority to retain independent legal, accounting and other advisors or consultants to advise the Committee, as it determines necessary to carry out its duties.

The Committee has the authority to conduct any investigation appropriate to fulfilling its responsibilities. The Committee has direct access to anyone in the organization and may request any officer or employee of the Company or the Company's outside counsel or the Auditors to attend a meeting of the Committee or to meet with any members of, or consultants to, the Committee with or without the presence of management. In the performance of any of its duties and responsibilities, the Committee shall have access to any and all books and records of the Company necessary for the execution of the Committee's obligations.

The Committee shall determine the extent of funding necessary for payment of (a) compensation to the Company's independent public accounting firm engaged for the purpose of preparing or issuing an audit report or performing other audit, review or attestation services for the Company, (b) compensation to any independent legal, accounting and other advisors or consultants retained to advise the Committee and (c) ordinary administrative expenses of the Committee that are necessary or appropriate in carrying out its duties.

SCHEDULE G
INFORMATION CONCERNING 142

CORPORATE STRUCTURE

142 was incorporated under the BCBCA on July 6, 2023, as "1425957 B.C. Ltd.". Its head office is located at #500, 707-5th Street SW, Calgary, Alberta T2P 1V8 and its registered and records office is located at Suite 1000 - 409 Granville Street, Vancouver, British Columbia V6C 1T2.

DESCRIPTION OF THE BUSINESS

Overview

142 is not a reporting issuer and the 142 Shares are not listed on any stock exchange.

Three Year History

142 was incorporated under the BCBCA on July 6, 2023, as "1425957 B.C. Ltd." 142 has not undertaken any active business except for financings related to completion of a future transaction.

142's Strategy

Following completion of the Arrangement, SpinCo, AcquisitionCo and 142 intend to effect the Amalgamation to form the Resulting Issuer.

Following the Amalgamation, AmalCo will be a wholly owned subsidiary of SpinCo. See "*Schedule F – Information Concerning Synergy and Spinco – Description of the Business – Synergy's Strategy*" and "*Schedule H – Information Concerning the Resulting Issuer – Resulting Issuer's Strategy*".

Employees

142 currently has no employees. Given that AmalCo is anticipated to be a wholly owned subsidiary of SpinCo following the Amalgamation, it is not expected that AmalCo will have employees following the Amalgamation.

THE TRANSACTION

The Amalgamation

Following the Arrangement, AmalCo, will be a wholly owned subsidiary of SpinCo. For information concerning the Amalgamation and the Resulting Issuer resulting therefrom, see "*Schedule H – Information Concerning the Resulting Issuer*".

After the Amalgamation, the business of the Resulting Issuer will be the then current business of SpinCo and the Resulting Issuer will operate as an exploration company focused on the Dale Property. For more information on the Dale Property, see "*Schedule F – Information Concerning Synergy and SpinCo – Mineral Property*".

Assuming the completion of the Arrangement and prior to the completion of the Amalgamation, and assuming full exercise of the E79 Options and E79 Warrants, there will be (a) 11,320,000 SpinCo Shares; (b) 24,900,000 142 Shares; and (c) 21,000,000 142 Warrants issued and outstanding. Immediately following the Amalgamation, the former SpinCo Shareholders will hold approximately 31.25% of the

Resulting Issuer Shares on an undiluted basis and former 142 Shareholders, will hold approximately 68.75% of the Resulting Issuer Shares on an undiluted basis.

On the Amalgamation Closing Date, it is anticipated that the Resulting Issuer will:

(a) issue 24,900,000 Resulting Issuer Shares at a deemed price of $0.10 per Resulting Issuer Share in exchange for all of the issued and outstanding 142 Shares; and

(b) issue 21,000,000 share purchase warrants of the Resulting Issuer in exchange for all of the issued and outstanding 142 Warrants.

Immediately following the completion of the Amalgamation and assuming the exercise of the E79 Options and E79 Warrants, it is anticipated that there will be approximately 36,220,000 Resulting Issuer Shares issued and outstanding on an undiluted basis, of which, approximately:

(a) 11,320,000 (31.25%) Resulting Issuer Shares will be held by former SpinCo Shareholders (including E79, E79 Securityholders and other SpinCo Shareholders) on an undiluted basis; and

(b) 24,900,000 (68.75%) Resulting Issuer Shares will be held by former 142 Shareholders, on an undiluted basis.

Immediately following the completion of the Amalgamation and assuming the exercise of the E79 Options and E79 Warrants, it is anticipated that there will be approximately 57,220,000 Resulting Issuer Shares issued and outstanding on a fully diluted basis, of which, approximately:

(a) 11,320,000 (19.78%) Resulting Issuer Shares will be held by former SpinCo Shareholders (including E79, E79 Securityholders and other SpinCo Shareholders);

(b) 24,900,000 (43.52%) Resulting Issuer Shares will be held by former 142 Shareholders; and

(c) 21,000,000 (36.70%) Resulting Issuer Shares will be held by former holders of 142 Warrants.

Following the Amalgamation, it is anticipated that the members of Resulting Issuer Board will be Sean Scott, Robert Bain, Michael Smith, and Carl David Rotor. Resulting Issuer officers are anticipated to be Michael Smith, Chief Executive Officer and Corporate Secretary, Robert Bain, Chief Financial Officer.

It is anticipated that the effective date of the Amalgamation will be in or around May of 2026.

The Listing

The CSE has conditionally approved the listing of the Resulting Issuer Shares on the CSE. Listing will be subject to SpinCo and the Resulting Issuer fulfilling all of the requirements of the CSE.

AVAILABLE FUNDS AND PRINCIPAL PURPOSES

Available Funds

The costs relating to the Amalgamation and any stock exchange listing including, without limitation, financial advisory, accounting and legal fees, will be borne by Synergy, SpinCo and the Resulting Issuer, as applicable.

On September 25, 2023, Synergy received the initial advance on the 142 Loan in the aggregate amount of $200,000. The 142 Loan accrues interest at 14% per annum on the outstanding principal amount, with no repayments due in the first 12 months, after which payments were to be made in the amount of $20,000 per month for 12 consecutive periods. On October 13, 2025, Synergy and 142 agreed to amend and restate the loan agreement. The original principal amount, along with aggregate additional advances of $89,833, continues to bear interest at 14% per annum, and is now payable on demand, with no periodic payment required. As at November 30, 2025, $366,452 of principal plus accrued and unpaid interest was owing on the 142 Loan.

As at November 30, 2025, 142 has a loan payable from Sean Scott, President of 142, of $13,033. The loan is unsecured, bears interest at 10% per annum, and has no fixed repayment terms.

Following completion of the Amalgamation, the Resulting Issuer will have approximately $396,311 of estimated funds available, comprised of the following:

Source of Funds	Available Funds
Synergy working capital as at March 31, 2026	$(504,772)[(1)]
142 working capital as at March 31, 2026	$901,083
Total	**$396,311**

Note:
(1) Includes the principal and accrued and unpaid interest of the 142 Loan.

Principal Purposes

Pursuant to the Amalgamation, 142 and AcquisitionCo will amalgamate to form AmalCo. As AmalCo is anticipated to become a wholly owned subsidiary of the Resulting Issuer following the Amalgamation, the current principal purposes of SpinCo, which will be assumed by the Resulting Issuer, are its anticipated principal purposes. See "*Schedule F – Information Concerning Synergy and SpinCo – Available Funds and Principal Purposes*".

Business Objectives and Milestones

At present, 142 is a holding company with no operations, cash flow or revenues. Pursuant to the Amalgamation, 142 and AcquisitionCo will amalgamate to form AmalCo. Assuming completion of the Amalgamation, AmalCo will be a wholly owned subsidiary of the Resulting Issuer. The only current objective and milestone of 142 is to complete the Amalgamation. See "*Schedule F – Information Concerning Synergy and SpinCo*".

DIVIDENDS OR DISTRIBUTIONS

142 has not paid dividends since its incorporation. 142 currently intends to retain all available funds, if any, for use in its business and does not anticipate paying any dividends for the foreseeable future.

SUMMARY HISTORICAL AND FINANCIAL INFORMATION

Cautionary Note

Included as Schedule P to this Circular are the audited financial statements of 142 for the financial year ended February 28, 2025, and from the period from incorporation on July 6, 2023 to February 29, 2024. Included as Schedule R to this Circular are the reviewed interim financial statements of 142 for the three and nine months ended November 30, 2025.

Pursuant to the Amalgamation, 142 and AcquisitionCo will amalgamate to form AmalCo, a wholly owned subsidiary of the Resulting Issuer. Following the Amalgamation, the Resulting Issuer will combine its business with Amalco. Included as Schedule K to this Circular are the audited financial statements of Synergy for the period from Synergy's incorporation on June 1, 2023, to February 29, 2024, and for the financial year ended February 28, 2025, and included as Schedule M to this Circular are the reviewed interim financial statements of Synergy for the three and nine months ended November 30, 2025.

Upon completion of the Amalgamation, the Dale Property will form the primary business of the Resulting Issuer. As such, included as Schedule I to this Circular are the audited carve-out financial statements of the Dale Property for the financial year ended February 28, 2023, and the carve-out financial statements of the Dale Property for the period from March 1, 2023, to July 17, 2023 (the "**Dale Property Carve-Out Financial Statements**"), being the effective date of the transfer of the interest in the Dale Property from E79 to Synergy. The Dale Property Carve-Out Financial Statements are to be read in conjunction with the audited annual financial statements of E79 for the years ended August 31, 2023 and August 31, 2022, included as Schedule J to this Circular.

Also included as Schedule O to this Circular are the unaudited pro forma financial statements of the Resulting Issuer as at November 30, 2025, after giving effect to the Arrangement and the Amalgamation.

See "*Available Funds and Principal Purposes"* above for a description of the funds available to 142 and how such funds will be used to achieve the principal purposes of the Resulting Issuer, assuming the completion of the Amalgamation.

Selected Financial Information

The table below sets forth selected financial information for 142. The selected financial information has been derived from, and is qualified by, the audited financial statements of 142 for the period from 142's incorporation on July 6, 2023, to February 29, 2024 and the audited financial statements of 142 for financial year ended February 28, 2025 attached as Schedule P to this Circular, and the reviewed interim financial statements of 142 for the three and nine-months ended November 30, 2025. attached as Schedule R to this Circular.

The selected financial information should be read in conjunction with the financial statements and the MD&A for the audited annual financial statements for 142 for the financial year ended February 28, 2025, attached as Schedule Q to this Circular and the MD&A for the reviewed interim financial statements of 142 for the three and nine months ended November 30, 2025 attached as Schedule S to this Circular.

	Nine months ended November 30, 2025 (unaudited)	Financial year ended February 28, 2025 (audited)	Financial year ended February 29, 2024 (audited)
Current assets	$798,833	$769,262	$213,799
Working capital	$774,357	$727,403	$201,061
Exploration and Evaluation Expenditures	Nil	Nil	Nil
Current liabilities	$24,476	$41,859	$12,738
Shareholder's equity	$774,357	$727,403	$201,061
Net income (loss)	$(43,046)	$(18,658)	$(2,314)
Basic net income (loss) per share	Nil	Nil	Nil
Diluted net income (loss) per share	Nil	Nil	Nil

Annual and Interim Management's Discussion and Analysis

The relevant MD&A for (i) the audited financial statements of 142 for financial years ended February 28. 2025, are attached as Schedule Q to this Circular (ii) the audited financial statements of Synergy for the financial year ended February 28, 2025, are attached as Schedule L to this Circular; (iii) the reviewed interim financial statements of Synergy for the three and nine months ended November 30, 2025, are attached as Schedule N to this Circular; and (iv) the reviewed interim financial statements of 142 for the three and nine months ended November 2025, are attached as Schedule S to this Circular.

The attached MD&As should be read in conjunction with their corresponding financial statements, together with the notes thereto.

DESCRIPTION OF SHARE CAPITAL

Authorized Capital

142 is authorized to issue an unlimited number of common shares with no par value. As at the date of this Circular, 24,900,000 142 Shares are issued and outstanding.

142 Shares

142 Shareholders are entitled to receive notice of and to attend and vote at all meetings of 142 Shareholders and each of the 142 Shares confers the right to one vote in person or by proxy at all meetings of 142 Shareholders. 142 Shareholders are entitled to receive such dividends in any financial year as the 142 Board and 142 Shareholders may by resolution determine. The capital and assets of 142 on a winding-up or other return of capital will be distributed to the 142 Shareholders pro rata to the number of 142 Shares held by them. The 142 Shares do not carry any pre-emptive, subscription, redemption or conversion rights, nor do they contain any sinking or purchase fund provisions. The 142 Shares are not liable to further call or assessment.

Securities to Purchase/Acquire 142 Shares

As of the date of this Circular, there are 21,000,000 142 Warrants outstanding. Pursuant to the Merger Agreement, at the time of the Amalgamation each warrant to purchase a 142 Share will be replaced by one warrant to purchase a Resulting Issuer Share. The 142 Warrants are summarized below.

Number of Warrants Outstanding	Exercise Price	Expiry Date	Warrant Entitlement
1,000,000	$0.10	July 6, 2028	One common share

10,000,000	$0.10	September 22, 2028	One common share
2,375,000	$0.1625	September 6, 2029	One common share
3,625,000	$0.1625	October 28, 2029	One common share
2,000,000	$0.25	November 7, 2029	One common share
2,000,000	$0.25	November 12, 2029	One common share

As of the date of this Circular, there are no stock options of 142 outstanding.

CONSOLIDATED CAPITALIZATION

The table below sets forth 142's consolidated capitalization as at November 30, 2025, and as at the date of this Circular. The information in this table is derived from, and should read in conjunction with the financial statements of 142 including the notes thereto, attached as **Schedule P** to this Circular.

Description	Amount Authorized	Amount outstanding as at November 30, 2025	Amount outstanding as at the date hereof
142 Common Shares	Unlimited	23,400,000	24,900,000
142 Warrants	Unlimited	21,000,000	21,000,000

LISTING

142 is not currently listed on any stock exchange and there is currently no trading market for 142 Shares. The CSE has conditionally approved the listing of the Resulting Issuer Shares on the CSE. Listing will be subject to the completion of the Amalgamation. SpinCo intends to use commercially reasonable efforts to meet the initial listing requirements under the policies of the CSE and to obtain approval of the listing of the Resulting Issuer Shares. Listing of the Resulting Issuer Shares will be subject to satisfying all of the CSE's initial listing requirements and may not occur as planned or at all.

PRIOR SALES

From the date of incorporation to the present, the following securities of 142 were issued:

Date of issuance	Type of security issued	Number of securities issued	Price per security ($)	Total funds received ($)
July 6, 2023	142 Shares	1,000,000	$0.005	$5,000.00
July 6, 2023	142 Warrant[1)]	1,000,000	N/A[(1)]	N/A
September 22, 2023	142 Shares	10,000,000	$0.02	$200,000.00
September 22, 2023	142 Warrant[(2)]	10,000,000	N/A[(2)]	N/A
September 6, 2024	142 Shares	2,375,000	$0.0325	$77,187.50
September 6, 2024	142 Warrant[(3)]	2,375,000	N/A[(3)]	N/A
October 28, 2024	142 Shares	3,625,000	$0.0325	$117,812.50
October 28, 2024	142 Warrant[(4)]	3,625,000	N/A[(4)]	N/A
November 7, 2024	142 Shares	2,000,000	$0.05	$100,000.00
November 7, 2024	142 Warrant[(5)]	2,000,000	N/A[(5)]	N/A
November 12, 2024	142 Shares	2,000,000	$0.05	$100,000.00
November 12, 2024	142 Warrant[(6)]	2,000,000	N/A[(6)]	N/A
December 3, 2024	142 Shares	700,000	$0.10	$70,000.00
February 4, 2025	142 Shares	300,000	$0.10	$30,000.00

Date of issuance	Type of security issued	Number of securities issued	Price per security ($)	Total funds received ($)
March 10, 2025	142 Shares	600,000	$0.10	$60,000.00
July 4, 2025	142 Shares	800,000	$0.10	N/A
March 30, 2026	142 Shares	1,500,000	$0.10	$150,000.00

Notes:
(1) Each 142 Warrant is exercisable at a price of $0.10 until July 6, 2028.
(2) Each 142 Warrant is exercisable at a price of $0.10 until September 22, 2028.
(3) Each 142 Warrant is exercisable at a price of $0.1625 until September 6, 2029.
(4) Each 142 Warrant is exercisable at a price of $0.1625 until October 28, 2029.
(5) Each 142 Warrant is exercisable at a price of $0.25 until November 7, 2029.
(6) Each 142 Warrant is exercisable at a price of $0.25 until November 12, 2029.

ESCROWED SECURITIES AND SECURITIES SUBJECT TO CONTRACTUAL RESTRICTION ON TRANSFERS

There are no 142 Shares currently held in escrow or that are subject to a contractual restriction on transfer. Upon a listing of the Resulting Issuer Shares, Resulting Issuer Shares held by certain insiders may be subject to the escrow pursuant to National Policy 46-201 – *Escrow for Initial Public Offerings* ("**NP 46-201**") or the policies of the relevant stock exchange. For additional information, see "*Schedule F – Information Concerning Synergy and SpinCo – Consolidated Capitalization - Escrowed Securities and Securities Subject to Contractual Restriction on Transfers*".

PRINCIPAL SHAREHOLDERS

To the best of the knowledge of the directors and officers of 142, as of the date of the Circular, the only persons or companies who beneficially own, directly or indirectly, equity shares carrying more than 10% of the voting rights attached to all equity shares of 142 are as follows:

Name	No. of 142 Shares held or controlled	Percentage of 142 Shares[(1)]
Xiseq Inversiones S.A. de C.V.[(2)]	2,500,000	10.04%

Notes:
(1) Based on 24,900,000 142 Shares issued and outstanding as of the date of this Circular.
(2) Xiseq Inversiones S.A. de C.V. is wholly owned and controlled by Francisco Javier Martinez Bojorquez.

Immediately following the Amalgamation, it is expected that AmalCo will be a wholly owned subsidiary of the Resulting Issuer.

Upon completion of the Amalgamation, no securityholder is anticipated to own of record or beneficially, directly or indirectly, or exercise control or direction over more than 10% of any class of voting securities of the Resulting Issuer.

DIRECTORS AND EXECUTIVE OFFICERS

The name, municipality of residence and position with AmalCo of the individual expected to serve as the sole director and executive officer of AmalCo after giving effect to the Arrangement are set out below.

Name, Province and Country of Residence[1]	Proposed Position with the AmalCo	Shares Beneficially Owned, Directly or Indirectly, or Over Which Control or Direction is Exercised [1]	Principal Occupation for the Past Five Years[1]
Michael Smith British Columbia, Canada	Chief Executive Officer, Director	Nil	CEO of E79 (2025 – present) CEO/Chairman of the Board of Hercules Resources Corp. (2021 – present)

Note:
(1) The information as to residence, principal occupation or employment and shares beneficially owned, directly or indirectly, or controlled is not within the knowledge of the management of Synergy or 142 and has been furnished by Mr. Smith.

Following completion of the Amalgamation, the sole director and officer of AmalCo is not expected to hold any shares in AmalCo, which is anticipated to be a fully owned subsidiary of the Resulting Issuer.

Description of AmalCo's Management and Directors

The following is a brief description of the sole director and officer of AmalCo after completion of the Amalgamation. It is expected that Mr. Smith will devote the time necessary to perform the work required in connection with the management of AmalCo.

Michael Smith – Chief Executive Officer and Director, Age: 43

Mr. Smith is a business leader with over a decade of experience spanning public company operations, capital raising and corporate communications. He has held executive and board roles in CSE-listed companies, led multimillion-dollar capital raises, and built a boutique advisory firm focused on growth-stage ventures. With a background in marketing, compliance, and investor relations, he brings a strategic mindset to corporate development and stakeholder engagement.

CEASE TRADE ORDERS, BANKRUPTCIES, PENALTIES OR SANCTIONS

To the knowledge of 142 and Synergy, no proposed director of AmalCo:

(1) is, as at the date of this Circular, or has been, within 10 years before the date of this Circular, a director, chief executive officer or chief financial officer or executive officer of any company (including Synergy or 142) that:

(i) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or

(ii) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred

while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer;

(2) is, as at the date of this Circular, or has been within 10 years before the date of this Circular, a director or executive officer of any company (including Synergy) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

(3) has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or

(4) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or

(5) has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

CONFLICTS OF INTEREST

To the best of 142's knowledge, there are no existing or potential material conflicts of interest between 142 and any of its directors or officers as of the date hereof. However, certain of 142's directors and officers are, or may become, directors or officers of other companies with businesses which may conflict with its business. Accordingly, conflicts of interest may arise which could influence these individuals in evaluating possible acquisitions or in generally acting on 142's behalf.

Pursuant to the BCBCA, directors and officers of 142 are required to act honestly and in good faith with a view to the best interests of 142. As required under the BCBCA and 142's Articles:

- a director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of that conflict; and

- a director who holds a disclosable interest (as such term is defined under the BCBCA) in a contract or transaction into which 142 has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

Generally, as a matter of practice, directors who have disclosed a material interest in any contract or transaction that the 142 Board is considering will not take part in any board discussion respecting that contract or transaction. If on occasion such directors do participate in the discussions, they will refrain from voting on any matters relating to matters in which they have disclosed a material interest. In appropriate cases, 142 or AmalCo will establish a special committee of independent directors to review a matter in which directors or officers may have a conflict.

DIRECTOR AND EXECUTIVE OFFICER COMPENSATION

Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table contains information about the compensation to, or earned by, individuals who were NEOs, as at the year ended February 28, 2025. The NEO of 142 as at the year ended February 28, 2025, was Sean Scott, President and Corporate Secretary of 142 (appointed on July 6, 2023).

Name and Principal Position	Year	Salary, Consulting Fees	Bonus	Committee or meeting fees	Value of Perquisites	Value of All Other Compensation	Total Compensation
Sean Scott President and Corporate Secretary	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil

External Management Companies

142 has not entered into any agreement with any external management company that employs or retains one or more of the NEOs or directors and, other than as disclosed herein, 142 has not entered into any understanding, arrangement or agreement with any external management company to provide executive management services to 142, directly or indirectly, in respect of which any compensation was paid by 142.

Employment, Consulting and Management Agreements

142 did not have any employment, consulting or management agreements with any NEO or director of the Company in the most recently completed financial year.

Termination of Employment, Changes in Responsibility and Employment Contracts

142 has no contract, agreement, plan or arrangement that provides for payments at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change of control of 142 or a change in responsibilities following a change in control.

There are no termination clauses or change of control benefits in employment agreements, or any other contract, agreement, plan or arrangement.

Option-Based Awards

142 does not currently have a stock option plan. After the Amalgamation, AmalCo does not intend to adopt a stock option plan.

INDEBTEDNESS OF DIRECTORS, OFFICERS AND EMPLOYEES

No individual who is a director or executive officer of 142, or an associate or affiliate of such an individual, is indebted to 142.

AUDIT COMMITTEE

142 does not have an audit committee. After the Amalgamation, AmalCo does not intend to adopt an audit committee.

External Auditors Service Fees (By Category)

The aggregate fees billed to 142 for the services provided by MNP LLP, 142's independent auditor for the financial years ended February 28, 2025 and the period from incorporation to February 29, 2024, are set out in the table below.

	Audit fees[1]	Audit related fees[2]	Tax fees[3]	All other fees[4]
Year ended February 28, 2025	$8,400	$5,250	Nil	Nil
Period ended February 29, 2024	$6,825	Nil	$2,625	$1,995

Notes:
(1) Fees for audit service on an accrued basis.
(2) Fees for assurance and related services not included in audit service above.
(3) Fees for tax compliance, tax advice and tax planning.
(4) All other fees not included above.

RISK FACTORS

Below are certain risk factors relating to 142 and AmalCo, as applicable, that should be carefully considered in connection with and following the Amalgamation. The following information is a summary only of certain risk factors and is qualified in its entirety by reference to, and must be read in conjunction with, the detailed information that appears elsewhere in the Circular. Additional risk factors relating to Synergy, SpinCo and the Resulting Issuers and the holders of such entities' securities in connection with the Arrangement and Amalgamation, which also represent risk factors to 142 and AmalCo and their shareholders due to the planned Amalgamation under which AmalCo is anticipated to become a wholly owned subsidiary of the Resulting Issuer, are set out under "*Schedule F – Information Concerning Synergy and SpinCo – Risk Factors*".

The Arrangement may not be completed

There is no assurance that the Arrangement will receive regulatory, stock exchange, Court or securityholder approval or will be completed. If the Arrangement is not completed, Synergy will remain a private company and a majority owned subsidiary of E79, and the Amalgamation will also not be completed.

The Amalgamation may not be completed as planned or at all

There is no assurance that the Amalgamation will receive regulatory, stock exchange, or securityholder approval or will be completed.

There is no assurance that, in the event the Amalgamation is not completed, 142 will be able to identify a similar transaction, or any other transaction with an operating company, before 142's working capital is reduced to zero, or at all.

Nature of the securities and no assurance of any listing

Synergy Shares are not currently listed on any stock exchange and there is no assurance that the Resulting Issuer Shares will be listed. Even if a listing is obtained, the holding of Resulting Issuer Shares will involve a high degree of risk and should be undertaken only by investors whose financial resources are sufficient to enable them to assume such risks and who have no need for immediate liquidity in their investment. Resulting Issuer Shares should not be held by persons who cannot afford the possibility of the loss of their entire investment. Furthermore, an investment in securities of the Resulting Issuer should not constitute a major portion of an investor's portfolio.

Synergy's financial statements may not reflect what its financial position, results of operations or cash flows would have been had Synergy operated as a stand-alone company or what Synergy's financial position, results of operations or cash flows will be in the future

The carve out financial statements included in Schedule I to the Circular have been derived from the consolidated financial statements of E79, included in Schedule J to the Circular, as if Synergy had been operating as a stand-alone company for the periods presented. Synergy believes management has made reasonable assumptions underlying Synergy's financial statements, including reasonable allocations of corporate expenses from E79, such as expenses related to employee benefits, finance, human resources, legal, information technology and executive management. However, because Synergy's carve-out financial statements are based on certain assumptions and include allocations of corporate expenses from E79, these financial statements may not reflect what Synergy's financial position, results of operations or cash flows would have been had Synergy operated as a stand-alone company during the historical periods presented or what SpinCo or the Resulting Issuer's financial position, results of operations or cash flows will be in the future.

Future profits/losses and production revenues/expenses

Synergy has no history of operations and expects that its losses, being those of the Resulting Issuer following the Amalgamation, will continue for the foreseeable future. The operating history of E79 cannot be regarded as the operating history of Synergy.

Additional funding requirements

The Resulting Issuer will require significant capital for additional exploration and potential development of the projects or projects acquired by it in the future. There is no assurance that the Resulting Issuer will be successful in obtaining the required financing for these or other purposes, including for general working capital. The Resulting Issuer will not be able to rely on the capital resources of E79.

If the Amalgamation does not occur, 142 may also require addition funding to identify another transaction. There is no assurance that 142 will be successful in obtaining the required financing for this or other purposes, including for general working capital.

Synergy has not defined any mineral resources or mineral reserves and its mineral property is not in production or under development

Synergy is an exploration company and the Dale Property, being the sole property in which Synergy holds an interest, is in the exploration stage. Synergy has not defined or delineated any mineral resources or mineral reserves on the Dale Property, and there is no guarantee that the Resulting Issuer will be able to advance exploration and development of the Dale Property, or any other property, following the Amalgamation.

Acquisition of additional mineral properties

If the Resulting Issuer loses or abandons its option to acquire an interest (or interest, as applicable) of the Dale Property following the Amalgamation, there is no assurance that it will be able to acquire an interest in another mineral property of merit or that such an acquisition would be approved by any stock exchange on which the Resulting Issuer may be listed.

No history of dividends

Neither 142 nor Synergy have paid a dividend on their respective shares since incorporation. The Resulting Issuer intend to continue to retain earnings and other cash resources for its business following the Amalgamation. Any future determination to pay dividends will be at the discretion of the Resulting Issuer

Board and will depend upon the capital requirements of the Resulting Issuer, results of operations and such other factors as the Resulting Issuer Board considers relevant.

The possible issuance of additional Resulting Issuer Shares may impact the value of Resulting Issuer Shares; Dilution

SpinCo will be authorized to issue an unlimited number of SpinCo Shares without par value, and following the Amalgamation the Resulting Issuer will maintain the same capital structure. Sales of substantial amounts of Resulting Issuer Shares, or the perception that such sales could occur, could materially adversely affect the value of Resulting Issuer Shares, particularly when no existing public market for trading such securities exists.

The Resulting Issuer will require additional funds to further its activities and objectives. To obtain such funds, the Resulting Issuer may issue additional securities, including Resulting Issuer Shares or securities convertible into or exchangeable for Resulting Issuer Shares. As a result, the Resulting Issuer's shareholders could be substantially diluted.

PROMOTER

Under applicable Canadian securities laws, Sean Scott may be considered a promoter of 142, in that he took initiative in substantially reorganizing the business of 142.

As of the date of this Circular, Sean Scott is the registered holder of 400,000 142 Shares representing approximately 1.61% of all of the issued and outstanding 142 Shares.

LEGAL PROCEEDINGS AND REGULATORY ACTIONS

Legal Proceedings

142 is not aware of any actual or pending material legal proceedings to which 142 is or is likely to be party or of which any of its business or property is or is likely to be subject.

Regulatory Actions

There are no (a) penalties or sanctions imposed against 142 by a court relating to securities legislation or by a securities regulatory authority during its most recently completed financial year; (b) other penalties or sanctions imposed by a court or regulatory body against 142 that would likely be considered important to a reasonable investor in making an investment decision in 142; or (c) settlement agreements 142 entered into before a court relating to securities legislation or with a securities regulatory authority during its most recently completed financial year.

INTERESTS OF CERTAIN PERSONS IN MATERIAL TRANSACTIONS

Except as set out elsewhere in this Circular, none of the proposed directors or executive officers of 142, or any person that is expected to beneficially own or control or direct more than 10% of any class or series of shares of 142, or any associate or affiliate of any of the foregoing persons, has or has had any material interest in any past transaction within the three years before the date of this Circular, or any proposed transaction, that has materially affected or would materially affect 142 or any of its subsidiaries.

Certain proposed directors and officers of 142 are also directors, officers or shareholders of other companies that are similarly engaged in the business of acquiring, developing and exploiting natural resource properties. Such associations to other engaged companies in the resource sector may give rise to conflicts of interest from time to time. As a result, opportunities provided to a director of 142 may not be made available to 142 but, rather, may be offered to a company with competing interests. The directors and senior officers of 142 are required by law to act honestly and in good faith with a view to the best interests

of 142 and to disclose any personal interest which they may have in any project or opportunity of 142, and to abstain from voting on such matters.

AUDITORS, TRANSFER AGENT AND REGISTRAR

MNP LLP ("**MNP**"), Suite 2000, 112-4th Ave SW, Calgary, Alberta T2P 3Z3, is the auditor of 142.

MATERIAL CONTRACTS

Following the completion of the Amalgamation, other than contracts entered into in the ordinary course of business, 142 will have no other material agreements.

EXPERTS

142's auditors are MNP, who have confirmed they are independent in respect of 142 within the meaning of the *Chartered Professional Accountants of British Columbia Code of Professional Conduct*.

SCHEDULE H
INFORMATION CONCERNING THE RESULTING ISSUER

Notice to Reader

The following information about the Resulting Issuer following completion of the Arrangement and Amalgamation should be read in conjunction with documents incorporated by reference in this Circular, and the information concerning E79 and Synergy and SpinCo, as applicable, appearing elsewhere in this Circular.

See "*Schedule F – Information Concerning Synergy and SpinCo" and "Schedule G – Information Concerning 142*".

Overview

The following description of the material terms and conditions of the Merger Agreement is a summary only and is qualified in its entirety by reference to the full text of the Merger Agreement attached as Schedule U hereto. The full text of the Merger Agreement is available under E79's profile on SEDAR+ at www.sedarplus.ca. The terms of the Amalgamation are the result of negotiations between Synergy and AcquisitionCo on one hand and 142 on the other.

Following the completion of the Amalgamation, AcquisitionCo and 142 expect to amalgamate to continue as one corporation pursuant to the terms of the Merger Agreement. The Amalgamation will be subject to approval by the shareholders of 142 and SpinCo, as the sole shareholder of AcquisitionCo.

Pursuant to the Merger Agreement, SpinCo, AcquisitionCo and 142 have agreed to complete the Amalgamation pursuant to which, among other things, AcquisitionCo and 142 will amalgamate pursuant to the provisions of the BCBCA to form AmalCo. The Amalgamation is intended to result in a reverse take-over of SpinCo by 142 and the 142 Shareholders will own the substantial majority of the Resulting Issuer Shares. 142 is a company incorporated under the BCBCA, is not a reporting issuer in any province or territory of Canada and does not have any of its securities listed or quoted on any stock exchange.

After the Amalgamation, the business of the Resulting Issuer will be the then current business of SpinCo and the Resulting Issuer will operate as an exploration company focused on the Dale Property. For more information on the Dale Property, see "*Schedule F – Information Concerning Synergy and SpinCo – Mineral Property*".

Assuming the completion of the Arrangement and prior to the completion of the Amalgamation, and assuming full exercise of the E79 Options and E79 Warrants, there will be (a) 11,320,000 SpinCo Shares; (b) 24,900,000 142 Shares; and (c) 21,000,000 142 Warrants issued and outstanding. Immediately following the Amalgamation, the former SpinCo Shareholders will hold approximately 31.25% of the Resulting Issuer Shares on an undiluted basis and former 142 Shareholders, will hold approximately 68.75% of the Resulting Issuer Shares on an undiluted basis. For information regarding the capital structure of the Resulting Issuer see "*Schedule G – Information Concerning 142 - The Transaction – The Amalgamation*".

On the closing date of the Amalgamation, it is anticipated that SpinCo will, pursuant to the Merger Agreement:

(a) issue 24,900,000 SpinCo Shares at a deemed price of $0.10 per SpinCo Share in exchange for all of the issued and outstanding 142 Shares; and

(b) issue 21,000,000 warrants to purchase SpinCo Shares in exchange for all of the issued and outstanding 142 Warrants, with such replacement warrants carrying the same terms as the 142 Warrants exchanged.

Immediately following the completion of the Amalgamation and assuming the exercise of the E79 Options and E79 Warrants, it is anticipated that there will be approximately 36,220,000 Resulting Issuer Shares issued and outstanding on an undiluted basis, of which, approximately:

(a) 11,320,000 (31.25%) Resulting Issuer Shares will be held by former SpinCo Shareholders (including E79, E79 Securityholders and other SpinCo Shareholders) on an undiluted basis; and

(b) 24,900,000 (68.75%) Resulting Issuer Shares will be held by former 142 Shareholders, on an undiluted basis.

Immediately following the completion of the Amalgamation and assuming the exercise of the E79 Options and E79 Warrants, it is anticipated that there will be approximately 57,220,000 Resulting Issuer Shares issued and outstanding on a fully diluted basis, of which, approximately:

(a) 11,320,000 (19.78%) Resulting Issuer Shares will be held by former SpinCo Shareholders (including E79, E79 Securityholders and other SpinCo Shareholders);

(b) 24,900,000 (43.52%) Resulting Issuer Shares will be held by former 142 Shareholders; and

(c) 21,000,000 (36.70%) Resulting Issuer Shares will be held by former holders of 142 Warrants.

Implementation of the Amalgamation is subject to receipt of all requisite regulatory approvals, applicable shareholder and director approvals, third party consents and other customary conditions.

The following is a summary of the principal steps of the Amalgamation as agreed by the parties to the Merger Agreement:

(a) AcquisitionCo and 142 will amalgamate by way of statutory amalgamation under the BCBCA and continue as one company, being AmalCo;

(b) each issued and outstanding AcquisitionCo Share will be exchanged for one issued, fully paid and non-assessable AmalCo Share, and the issued and outstanding AcquisitionCo Shares will be cancelled;

(c) the 142 Shareholders will receive, as consideration for their 142 Shares, one fully paid and non-assessable SpinCo Share for each 142 Share held, which, in the interest of clarity; every share certificate or written acknowledgement of uncertificated shares representing an 142 Share will be deemed to be cancelled and will represent only the right to receive certificates representing the SpinCo Shares;

(d) the 142 Warrantholders will receive, as consideration for their 142 Warrants, one warrant to purchase a SpinCo Share for each 142 Warrant held, which will have the identical terms, conditions and rights as set forth in the 142 Warrants exchanged;

(e) as consideration for the issuance of the SpinCo Shares to the 142 Shareholders, AmalCo will issue to SpinCo 100 AmalCo Shares; and

(f) all of the property, rights, privileges and assets of each of AcquisitionCo and 142 will be the property, rights, privileges and assets of AmalCo, and AmalCo will assume all of the liabilities and obligations of each of AcquisitionCo and 142.

It is anticipated that the effective date of the Amalgamation will be on or around May 2026.

The Listing

The CSE has conditionally approved the listing of the Resulting Issuer Shares on the CSE. Listing will be subject to SpinCo and the Resulting Issuer fulfilling all of the requirements of the CSE.

Until the Resulting Issuer Shares are listed for trading on a recognized stock exchange, holders of Resulting Issuer Shares may not be able to sell their Resulting Issuer Shares.

Resulting Issuer's Strategy

Upon completion of the Amalgamation, the Resulting Issuer is expected to continue to carry on the business then carried on by SpinCo. As such, the Resulting Issuer's strategy will be to focus on creating value for stakeholders through the development of its existing mineral property for the purpose of mineral exploration and potential future exploitation. Following the Amalgamation, the Resulting Issuer will be an exploration-stage company with no producing properties and consequently has no current operating income, cash flow or revenues. There is no assurance that a commercially viable mineral deposit exists in the Dale Property, which is the only property in which the Resulting Issuer will have an interest immediately following the Amalgamation.

In addition to the exploration of the Dale Property, the Resulting Issuer may evaluate other prospects worthy of exploration and development. The ability of the Resulting Issuer to evaluate and potentially gain an interest in additional properties, as well as to complete work on the Dale Property and any other properties in which it may gain an interest in the future is contingent upon its ongoing ability to raise any additional capital required.

Description of Mineral Properties

Upon completion of the Amalgamation, the Resulting Issuer will be an exploration stage company focused on the focused on the Dale Property, being the then current business of SpinCo. The Resulting Issuer will have the right to acquire sole and exclusive right and option to acquire a 100% right, title and interest in and to the Dale Property, subject only to the Optionor NSR, pursuant to the Dale Option Agreement. See "*Schedule F – Information Concerning Synergy and SpinCo – Mineral Property*".

Following completion of the Amalgamation, the Dale Property will be the sole material property of the Resulting Issuer for the purposes of NI 43-101.

Selected Pro Forma Financial Information of the Resulting Issuer

The table below sets forth selected pro forma financial information for the Resulting Issuer. The selected financial information has been derived from, is qualified by, and should be read in conjunction with, the unaudited pro forma financial statements of Resulting Issuer as at November 30, 2025, attached as Schedule O to this Circular.

	As at November 30, 2025 (unaudited)
Current assets	$582,381
Working capital	$448,899
Exploration and Evaluation Expenditures	$632,998
Current liabilities	$133,482
Shareholder's equity	$1,081,897
Net income (loss)	$(1,131,192)
Basic net income (loss) per share	$(0.03)
Diluted net income (loss) per share	$(0.03)

Description of Share Capital

The authorized share capital of the Resulting Issuer following completion of the Amalgamation will continue to be the authorized share capital of SpinCo, as described in "*Schedule F – Information Concerning Synergy and SpinCo*" and the rights and restrictions of the SpinCo Shares will remain unchanged.

For a description of the expected issued share capital of the Resulting Issuer following completion of the Amalgamation, see "*Overview*" above.

Available Funds and Principal Purposes

See "*Schedule F – Information Concerning Synergy and SpinCo - Available Funds and Principal Purposes*".

Pro Forma Consolidated Capitalization

The table below sets forth the Resulting Issuer's *pro forma* consolidated capitalization as of April 20, 2026, and after giving effect to the Arrangement and the Amalgamation. The information in this table is derived from, and should read in conjunction with the pro forma financial statements of the Resulting Issuer including the notes thereto, attached as Schedule O to this Circular.

Description	Amount Authorized or to be Authorized	Amount outstanding prior to giving effect to the Arrangement and Amalgamation	Amount outstanding after giving effect to the Arrangement and Amalgamation
Resulting Issuer Shares	Unlimited	3,320,000	36,220,000[(1)]
Share purchase warrants	Unlimited	Nil	21,000,000

Note:
(1) Assuming that all E79 Options and E79 Warrants will be exercised, E79 Optionholders will hold 539,333 (1.49%) Resulting Issuer Shares and E79 Warrantholders will hold 331,368 (0.91%) Resulting Issuer Shares after giving effect to the Arrangement and Amalgamation.

Escrowed Securities and Securities Subject to Contractual Restriction on Transfers

Pursuant to section 2A.5(8)(e) of CSE Policy 2, upon listing of the Resulting Issuer Shares, all securities of the Resulting Issuer that are held by "principals" of the Resulting Issuer and all Resulting Issuer Shares that are considered "builder shares" pursuant to CSE policies must be placed into escrow. See "*Schedule F – Information Concerning Synergy and SpinCo - Escrowed Securities and Securities Subject to Contractual Restriction on Transfers*".

Dividends

There are no restrictions in Synergy's articles or pursuant to any agreement or understanding which could prevent Synergy from paying dividends. Synergy has not paid dividends since its incorporation. Following the Amalgamation, the Resulting Issuer will retain all available funds, if any, for use in its business and does not anticipate paying any dividends for the foreseeable future. Any decision to pay dividends on the Resulting Issuer Shares in the future will be made by the Resulting Issuer Board on the basis of earnings, financial requirements and other conditions existing at the time.

Board and Management

Following the Amalgamation, it is anticipated that the members of the Resulting Issuer Board and the officers of the Resulting Issuer will remain the same as the proposed post Arrangement directors and officers of SpinCo. See "*Schedule F – Information Concerning Synergy and SpinCo – Directors and Executive Officers*".

Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table sets out information concerning the expected compensation to be earned by, paid to, or awarded to, the NEOs of the Resulting Issuer.

Name and Principal Position	Year	Salary, Consulting Fees	Bonus	Committee or meeting fees	Value of Perquisites	Value of All Other Compensation	Total Compensation
Michael Smith Chief Executive Officer, Corporate Secretary, Director	2026	$25,000	Nil	Nil	Nil	Nil	$25,000
Robert Bain Chief Financial Officer and Director	2026	$25,000	Nil	Nil	Nil	Nil	$25,000
Sean Scott Director	2026	Nil	Nil	Nil	Nil	Nil	Nil
Carl David Rotor Director	2026	Nil	Nil	Nil	Nil	Nil	Nil

The Resulting Issuer intends to maintain the executive compensation program and corporate governance procedures implemented by SpinCo. See "*Schedule F – Information Concerning Synergy and SpinCo* - Oversight and Description of Director and NEO Compensation" and "*Schedule F – Information Concerning Synergy and SpinCo - Corporate Governance*".

Audit Committee

The Resulting Issuer Audit Committee will be constituted after the completion of both the Arrangement and the Amalgamation in anticipation of the proposed listing of the Resulting Issuer Shares, at which point the Resulting Issuer will establish the Resulting Issuer Audit Committee. See "*Schedule F – Information Concerning Synergy and SpinCo - Audit Committee*".

Principal Shareholders

Upon completion of the Amalgamation, no securityholder is anticipated to own of record or beneficially, directly or indirectly, or exercise control or direction over more than 10% of any class of voting securities of the Resulting Issuer.

Auditors, Transfer Agent and Registrar

The auditor of the Resulting Issuer following completion of the Amalgamation will be MNP LLP ("**MNP**"), Suite 2000, 112-4th Ave SW, Calgary, Alberta T2P 3Z3, and the transfer agent and registrar for the Resulting Issuer Shares will continue to be Odyssey at its offices in Vancouver, British Columbia.

Material Contracts

Other than as disclosed in this Circular or in the documents incorporated by reference herein, there are no contracts to which the Resulting Issuer is expected to be a party following completion of the Amalgamation that can reasonably be regarded as material to a potential investor, other than contracts entered into by Synergy, SpinCo and 142 in the ordinary course of business. For a description of the material contracts of Synergy and SpinCo, please refer to "*Schedule F – Information Concerning Synergy and SpinCo – Material Contracts"*.

Risk Factors

The business and operations of the Resulting Issuer following completion of the Arrangement will continue to be subject to the risks currently faced by Synergy, SpinCo and 142, including those set out under "*Schedule F – Information Concerning Synergy and SpinCo – Risk Factors*" and "*Schedule G – Information Concerning 142 – Risk Factors*".

If any of the identified risks were to materialize, the Resulting Issuer's business, financial position, results and/or future operations may be materially affected.

E79 Securityholders should also carefully consider all of the information disclosed in this Circular and the documents incorporated by reference.

The risk factors that are identified in this Circular and the documents incorporated by reference are not exhaustive and other factors may arise in the future that are currently not foreseen that may present additional risks in the future.

SCHEDULE I
DALE PROPERTY ANNUAL AND INTERIM CARVE OUT FINANCIAL STATEMENTS

Please see attached.

CARVE-OUT FINANCIAL STATEMENT OF

THE DALE PROPERTY

As at July 17, 2023 and for the period from March 1, 2023 to July 17, 2023, and

As at February 28, 2023 and for the period from March 1, 2022 to February 28, 2023

(Expressed in Canadian dollars)

SHIM

SHIM & Associates LLP
Chartered Professional Accountants
Suite 900 – 777 Hornby Street
Vancouver, B.C. V6Z 1S4
T: 604 559 3511 | **F:** 604 559 3501

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of Element79 Gold Corp.

Opinion

We have audited the accompanying carve-out financial statements of the Dale Property of Element79 Gold Corp. ("Element79" or the "Company"), which comprise the carve-out statements of financial position as at 17 July 2023 and 28 February 2023, and the carve-out statements of loss and comprehensive loss, cash flows and changes in owner's capital for the periods from 1 March 2023 to 17 July 2023 and from 1 March 2022 to 28 February 2023, and notes to the carve-out financial statements, including material accounting policy information.

In our opinion, the accompanying carve-out financial statements present fairly, in all material respects, the financial position of the Dale Property as at 17 July 2023 and 28 February 2023, and its financial performance and its cash flows for the periods from 1 March 2023 to 17 July 2023 and from 1 March 2022 to 28 February 2023 in accordance with IFRS Accounting Standards.

Basis for Opinion

We conducted our audits in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Carve-Out Financial Statements* section of our report. We are independent of the Dale Property in accordance with the ethical requirements that are relevant to our audit of the carve-out financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter

Without modifying our opinion, we draw attention to the fact that, as described in Note 1 to the carve-out financial statements, the Dale Property did not operate as a separate entity during the year presented. These carve-out financial statements are, therefore, not necessarily indicative of results that would have occurred if the Dale Property had been a separate stand-alone entity during the periods presented.

Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the carve-out financial statements for the periods ended 17 July 2023 and 28 February 2023. These matters were addressed in the context of our audit of the carve-out financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

We have determined that there are no key audit matters to communicate in our auditors' report.

Other Information
Management is responsible for the other information.

Our opinion on the carve-out financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the carve-out financial statements, our responsibility is to read the other information, and in doing so, consider whether the other information is materially inconsistent with the carve-out financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We are not aware of any other information at this time.

Responsibilities of Management and Those Charged with Governance for the Carve-Out Financial Statements
Management is responsible for the preparation and fair presentation of the carve-out financial statements in accordance with IFRS, and for such internal control as management determines is necessary to enable the preparation of carve-out financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the carve-out financial statements, management is responsible for assessing the Dale Property's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Dale Property or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Dale Property's financial reporting process.

Auditor's Responsibilities for the Audit of the Carve-Out Financial Statements
Our objectives are to obtain reasonable assurance about whether the carve-out financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these carve-out financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the carve-out financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Dale Property's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Dale Property's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the carve-out financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Dale Property to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the carve-out financial statements, including the disclosures, and whether the carve-out financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

The engagement partner on the audit resulting in this independent auditor's report is Dong H. Shim.

"SHIM & Associates LLP"

CHARTERED PROFESSIONAL ACCOUNTANTS
Vancouver, Canada
13 April 2026

The Dale Property
Carve-out Statements of Financial Position
(Expressed in Canadian dollars)

		As at	
	Notes	**July 17, 2023**	**February 28, 2023**
ASSETS		**$**	$
Exploration and evaluation assets	4	**298,025**	276,260
TOTAL ASSETS		**298,025**	276,260
OWNER'S CAPITAL			
Contributed capital		**349,424**	319,772
Deficit		**(51,399)**	(43,512)
TOTAL OWNER'S CAPITAL		**298,025**	276,260

APPROVED BY THE BOARD OF DIRECTORS OF ELEMENT79 GOLD CORP. ON APRIL 13, 2026:

"James Tworek"
James Tworek

"Warren Levy"
Warren Levy

The accompanying notes are an integral part of these carve-out financial statements.

The Dale Property
Carve-out Statements of Loss and Comprehensive Loss
(Expressed in Canadian dollars)

	Notes	For the period from March 1, 2023 to July 17, 2023	For the period from March 1, 2022 to February 28, 2023
		$	$
Expenses			
Advisory fees		**3,578**	-
Consulting fees		**(414)**	24,687
Management and director fees	5	**1,714**	5,405
Office expenses		**382**	6,655
Professional fees		**2,627**	6,765
Loss and comprehensive loss for the period		**(7,887)**	(43,512)

The accompanying notes are an integral part of these carve-out financial statements.

	For the period from March 1, 2023 to July 17, 2023	For the period from March 1, 2022 to February 28, 2023
	$	$
OPERATING ACTIVITIES		
Loss for the period	**(7,887)**	(43,512)
Cash used in operating activities	**(7,887)**	(43,512)
INVESTING ACTIVITIES		
Exploration and evaluation expenditures	**(21,765)**	(58,455)
Cash used in investing activities	**(21,765)**	(58,455)
FINANCING ACTIVITIES		
Advances by Element79 Gold Corp.	**29,652**	101,967
Cash provided by financing activities	**29,652**	101,967
Change in cash	**-**	-
Cash, beginning and end of the period	**-**	-

The accompanying notes are an integral part of these carve-out financial statements.

The Dale Property
Carve-out Statements of Changes in Owner's Capital
(Expressed in Canadian dollars)

	Contributed Capital*	Deficit	Total
	$	$	$
Balances, March 1, 2022	**217,805**	**-**	**217,805**
Change in net investment by Element79 Gold Corp.	101,967	-	**101,967**
Net loss	-	(43,512)	**(43,512)**
Balances, February 28, 2023	**319,772**	**(43,512)**	**276,260**
Change in net investment by Element79 Gold Corp.	29,652	-	**29,652**
Net loss	-	(7,887)	**(7,887)**
Balances, July 17, 2023	**349,424**	**(51,399)**	**298,025**

*The deemed value of the opening contributed capital as at March 1, 2022 was equal to the total assets of the Dale Property

1. NATURE OF OPERATIONS AND GOING CONCERN

Element79 Gold Corp. ("Element79") is the registered and beneficial owner of Synergy Metals Inc. ("Synergy"). Element79 and Synergy arranged a corporate restructuring pursuant to which Element79 acquired 2,000,000 commons shares of Synergy in exchange for Element79's Dale Property. On July 17, 2023, Element79 transferred all rights and data related to the Dale Property to Synergy. Element79 intends to spin out and sell Synergy through a Plan of Arrangement (the "Arrangement").

Carve-out Principles

The Dale Property is not a single entity or a legal sub-group for financial statement reporting purposes in accordance with IAS 27 Consolidated and Separate Financial Statements ("IAS 27"). Instead, the Dale Property is presented on a carve-out basis reflecting its business activities extracted from Element79. Accordingly, this carve-out financial information reflects the assets, liabilities, operations, and cash flows of the Dale Property.

Management has extracted the information used to prepare these carve-out financial statements from historical financial information provided by Element79. Management evaluated each of the accounts of Element79 and carved-out, on a reasonable basis, the balances and activity of the Dale Property.

These carve-out financial statements comprise the statements of financial position, loss and comprehensive loss, cash flows, and changes in owner's capital of the Dale Property, and have been prepared from historical results of operations, assets, and liabilities attributable to the Dale Property.

The statements of loss and comprehensive loss include the direct costs and general and administrative costs incurred by Element79 on the carved-out assets, as well as a pro-rata allocation of Element79's indirect general and administration expenses incurred in the periods presented.

The information is presented as if the Dale Property had always existed as a single entity on a standalone basis. Management cautions readers of these carve-out financial statements, that the allocation of expenses in the statements of loss and comprehensive loss does not necessarily reflect the nature and level of the Dale Property's future operating expenses.

Going Concern

The continued exploration and development of the Dale Property and the recoverability of the amounts shown for exploration and evaluation properties is dependent upon Element79's ability to obtain necessary financing to complete the exploration and development of its property interests, and ultimately upon the existence of economically recoverable reserves and future profitable production therefrom or alternatively upon the disposal of some or all the property interests on an advantageous basis. The amounts shown as exploration and evaluation properties represent net costs to date and do not necessarily represent present or future values.

2. BASIS OF PREPARATION

Statement of Compliance

These carve-out financial statements have been prepared in accordance with IFRS Accounting Standards and the guidance of the International Financial Reporting Interpretations Committee, as approved and issued by the International Accounting Standards Board.

The policies applied in these carve-out financial statements are based on IFRS Accounting Standards issued as at April 13, 2026, being the date the Board of Directors of Element79 approved these carve-out financial statements.

2. BASIS OF PREPARATION (continued)

Basis of measurement

These carve-out financial statements have been prepared from the books and records of Element79 and purport to represent the historical results of operations, financial position, and cash flows of the Dale Property as if it had existed as a separate standalone entity for the periods presented under the management of Element79. Upon completion of the Arrangement, Synergy will cease to be a subsidiary of Element79, pursuant to the transactions contemplated by the agreement relating to the Arrangement. The following basis of preparation for the carve-out financial statements has been applied:

- All assets and liabilities directly related to the Dale Property have been attributed herein. These statements do not include assets and liabilities that are not specifically identifiable with the Dale Property.

- Expenses directly related to the Dale Property have been entirely attributed herein

- During all periods presented herein, the Dale Property received services and support functions from Element79 and the operations of the Dale Property were dependent upon Element79's ability to perform these services and support functions. These overhead and administrative expenses have been allocated to the Dale Property based on its proportionate share of total exploration and evaluation assets for a particular period.

- These carve-out financial statements, prepared in connection with the Arrangement, present the historical carve-out financial position, results of operations, changes in net investment and cash flows of the Dale Property. These carve-out financial statements have been derived from the accounting records of Element79 on a carve-out basis and should be read in conjunction with Element79's annual consolidated financial statements and the notes thereto for the years ended August 31, 2023 and 2022.

Management believes the assumptions and allocations underlying the carve-out financial statements are reasonable and appropriate under the circumstances. The expenses and cost allocations have been determined on a basis considered by the management of Element79 to be a reasonable reflection of the utilization of services provided to or the benefit received by the Dale Property during the periods presented. However, the historical results of operations, financial position and cash flows of the Dale Property may not be indicative of what they would actually have been had the business of the Dale Property been carried out as a separate stand-alone entity, nor are they indicative of what the Dale Property's results of operations, financial position and cash flows may be in the future.

Income taxes have been calculated as if the Dale Property were a separate entity and filed separate tax returns for the periods presented.

Presentation and functional currency

These carve-out financial statements are presented in Canadian dollars. The Canadian dollar is the functional currency of the Dale Property

2. MATERIAL ACCOUNTING POLICY INFORMATION

Significant Accounting Judgements and Estimates

The preparation of the financial statements requires management to make judgments, estimates and assumptions that affect the application of policies and reported amounts of assets, liabilities, revenues and expenses. Estimates and associated assumptions applied in determining asset or liability values are based on historical experience and various other factors including other sources that are believed to be reasonable under the circumstances but are not necessarily readily apparent or recognizable at the time such estimates or assumptions are made. Actual results may differ from these estimates.

The information about significant areas of estimates considered by management in preparing the financial statements is as follows:

3. MATERIAL ACCOUNTING POLICY INFORMATION (continued)

Significant Accounting Judgements and Estimates (continued)

Exploration and evaluation expenditures

The application of the Dale Property's accounting policy for exploration and evaluation expenditure requires judgment in determining the point at which a property has economically recoverable resources, in which case subsequent exploration costs and the costs incurred to develop the property are capitalized into development assets. The determination may be based on assumptions about future events or circumstances. Estimates and assumptions may change if new information becomes available. If, after expenditure is capitalized, information becomes available suggesting that the recovery of expenditure is unlikely, the amount capitalized is written off in profit or loss in the year when new information becomes available.

Determining whether to test for impairment of mineral exploration properties and deferred exploration assets requires management's judgment regarding the following factors, among others: the year for which the entity has the right to explore in the specific area has expired or will expire in the near future, and is not expected to be renewed; substantive expenditure on further exploration and evaluation of mineral resources in a specific area is neither budgeted nor planned; exploration for and evaluation of mineral resources in a specific area have not led to the discovery of commercially viable quantities of mineral resources and the entity has decided to discontinue such activities in the specific area; or sufficient data exists to indicate that, although a development in a specific area is likely to proceed, the carrying amounts of the exploration assets are unlikely to be recovered in full from successful development or by sale.

When an indication of impairment loss or a reversal of an impairment loss exists, the recoverable amount of the individual asset must be estimated. If it is not possible to estimate the recoverable amount of the individual asset, the recoverable amount of the cash-generating unit to which the asset belongs must be determined. Identifying the cash-generating units requires management judgment. In testing an individual asset or cash-generating unit for impairment and identifying a reversal of impairment losses, management estimates the recoverable amount of the asset or the cash-generating unit. This requires management to make several assumptions as to future events or circumstances. These assumptions and estimates are subject to change if new information becomes available. Actual results with respect to impairment losses or reversals of impairment losses could differ in such a situation and significant adjustments to the Dale Property's assets and earnings may occur during the next year.

Decommissioning and restoration costs

The Dale Property recognizes provisions for statutory, contractual, constructive or legal obligations associated with the reclamation of exploration and evaluation properties and retirement of long-term assets, when those obligations result from the acquisition, construction, development or normal operation of the assets. The net present value of future cost estimates arising from the decommissioning of plant, site restoration work and other similar retirement activities is added to the carrying amount of the related asset, and depreciated on the same basis as the related asset, along with a corresponding increase in the provision in the year incurred. Discount rates using a pre-tax rate that reflect the current market assessments of the time value of money are used to calculate the net present value.

The Dale Property's estimates of reclamation costs could change as a result of changes in regulatory requirements, discount rates and assumptions regarding the amount and timing of the future expenditures. These changes are recorded directly to the related asset with a corresponding entry to the provision.

3. MATERIAL ACCOUNTING POLICY INFORMATION (continued)

Significant Accounting Judgements and Estimates (continued)

Decommissioning and restoration costs (continued)

The information about significant areas of judgment considered by management in preparing the financial statements is as follows:

i. the determination of categories of financial assets and financial liabilities has been identified as an accounting policy which involves judgments or assessments made by management;
ii. assessing control and significant influence over an investee;
iii. the determination of functional currency; and
iv. the Dale Property's assessment of its ability to continue as a going concern requires judgments about the Dale Property's ability to execute its strategy by funding future working capital requirements (Note 1). The objectives are to ensure that there are adequate capital resources to safeguard the Dale Property's ability to continue as a going concern and maintain adequate levels of funding to support its ongoing operations and development such that it can continue to provide returns to shareholders and benefits for other stakeholders.

Exploration and evaluation properties

Costs incurred before the Dale Property has obtained the legal rights to explore an area are expensed as incurred. Exploration and evaluation expenditures include the costs of acquiring licenses and costs associated with exploration and evaluation activity. Option payments are considered acquisition costs, provided that the Dale Property has the intention of exercising the underlying option, and may consist of cash payments and/or share issuances at the market price of Element79's shares at the date of issuance.

Property option agreements are exercisable at the option of the optionee. Therefore, option payments are recorded when payment is made and not accrued.

Exploration and evaluation expenditures are capitalized. The Dale Property capitalizes costs to specific blocks of claims or areas of geological interest. Government tax credits and grants received are recorded as a reduction to the cumulative costs.

Exploration and evaluation assets are tested for impairment if facts or circumstances indicate that impairment exists. Examples of such facts and circumstances are as follows:

- The period for which the Dale Property has the right to explore in the specific area has expired during the period or will expire in the near future, and is not expected to be renewed;
- Substantive expenditure on further exploration for and evaluation of mineral resources in the specific area is neither budgeted nor planned;
- Exploration for and evaluation of mineral resources in the specific area have not led to the discovery of commercially viable quantities of mineral resources and the entity has decided to discontinue such activities in the specific area; and
- Sufficient data exist to indicate that, although a development in the specific area is likely to proceed, the carrying amount of the exploration and evaluation asset is unlikely to be recovered in full from successful development or by sale.

After technical feasibility and commercial viability of extracting a mineral resource are demonstrable, the Dale Property stops capitalizing expenditures for the applicable block of claims or geological area of interest and tests the asset for impairment. The capitalized balance, net of any impairment recognized, is then reclassified to either tangible or intangible mine development assets according to the nature of the asset, and amortized over the life of the mine.

3. MATERIAL ACCOUNTING POLICY INFORMATION (continued)

Financial instruments

The classification of a financial asset or liability is determined at the time of initial recognition. The Dale property does not enter into derivative contracts.

Financial assets

A financial asset is recognized when the Dale Property has the contractual right to collect future cash flows. Financial assets are derecognized when the contractual rights to the cash flows from the financial asset expire, or when the financial asset and substantially all the risks and rewards are transferred. Financial assets are recognized at fair value through profit or loss ("FVTPL"), fair value through other comprehensive income ("FVOCI") or amortized cost.

The Dale Property has no financial assets.

De-recognition of financial assets

A financial asset is derecognized when the contractual right to the asset's cash flows expire or the Dale Property transfers the financial asset and substantially all risks and rewards of ownership to another entity.

Financial liabilities

The Dale Property classifies its financial liabilities in the following category:

Amortized cost

A financial liability is recognized when the Dale Property has the contractual obligation to pay future cash flows. Financial liabilities such as accounts payable and accrued liabilities are recognized at amortized cost using the effective interest rate method. The Dale Property has no financial liabilities.

Decommissioning, restoration and similar liabilities

The Dale Property recognizes provisions for statutory, contractual, constructive or legal obligations associated with the reclamation of exploration and evaluation properties and retirement of long-term assets, when those obligations result from the acquisition, construction, development or normal operation of the assets. The net present value of future cost estimates arising from the decommissioning of plant, site restoration work and other similar retirement activities is added to the carrying amount of the related asset, and depreciated on the same basis as the related asset, along with a corresponding increase in the provision in the year incurred.

Discount rates using a pre-tax rate that reflect the current market assessments of the time value of money are used to calculate the net present value.

The Dale Property's estimates of reclamation costs could change as a result of changes in regulatory requirements, discount rates and assumptions regarding the amount and timing of the future expenditures. These changes are recorded directly to the related asset with a corresponding entry to the provision.

3. MATERIAL ACCOUNTING POLICY INFORMATION (continued)

Income taxes

Income tax expense is comprised of current and deferred tax. Current tax and deferred tax are recognized in net income except to the extent that they relate to items recognized directly in equity or in other comprehensive loss/income.

Current income taxes are recognized for the estimated income taxes payable or receivable on taxable income or loss for the current year and any adjustment to income taxes payable in respect of previous years. Current income taxes are determined using tax rates and tax laws that have been enacted or substantively enacted by the year-end date.

Deferred tax assets and liabilities are recognized where the carrying amount of an asset or liability differs from its tax base, except temporary differences arising on the initial recognition of an asset or liability in a transaction which is not a business combination and at the time of the transaction affects neither accounting nor taxable profit or loss.

Recognition of deferred tax assets for unused tax losses, tax credits and deductible temporary differences is restricted to those instances where it is probable that future taxable profit will be available against which the deferred tax asset can be utilized. At the end of each reporting year the Dale Property reassesses unrecognized deferred tax assets. The Dale Property recognizes a previously unrecognized deferred tax asset to the extent that it has become probable that future taxable profit will allow the deferred tax asset to be recovered.

4. EXPLORATION AND EVALUATION ASSETS

	Dale Property
ACQUSITION COSTS	**$**
Balance, August 31, 2021	17,600
Acquisition costs	45,000
Total Acquisition Costs at August 31, 2022	**62,600**
Shares issued	33,000
Total Acquisition Costs at February 28, 2023 and July 17, 2023	**95,600**
EXPLORATION AND EVALUATION COSTS	
Balance, August 31, 2021	72,150
Claims maintenance fee	975
Exploration program	95,601
Field expenses	8,269
Total Exploration Costs at August 31, 2022	**176,995**
Exploration program	3,665
Total Exploration Costs at February 28, 2023	**180,660**
Geological reports	21,765
Total Exploration Costs at July 17, 2023	**202,425**
Balance at February 28, 2023	**276,260**
Balance at July 17, 2023	**298,025**

4. EXPLORATION AND EVALUATION ASSETS (continued)

Dale Property

Element79 entered into a property option agreement, as amended, to acquire a 100% right, title and interest in the Dale Property. On June 1, 2023, Synergy was incorporated as a wholly owned subsidiary of Element79. In July 2023, Element79 transferred its option in the Dale Property to Synergy in exchange for the 2,000,000 common shares of Synergy issued on June 1, 2023. On August 22, 2023, Synergy entered into a new option agreement to acquire an undivided 100% interest in the Dale Property. In order to exercise the option, Synergy must complete the following requirements:

a) Make aggregate cash payments of $99,000 as follows:

   (i) $27,000 to Optionor on or before December 23, 2023 (paid);
   (ii) $21,000 to Optionor on or before December 31, 2023 (paid); and
   (iii) $51,000 to Optionor on or before December 31, 2024 (paid subsequently).

b) Make aggregate share payments totaling $129,000 calculated at the price of the volume weighted average price ("VWAP") of the 10 trading days prior to the issuance date, distributed equally between the Optionor and each of the two designees as follows:

   (i) 390,000 of Synergy's shares on or before December 31, 2023 (issued subsequently) (Note 8); and
   (ii) 930,000 of Synergy's shares on or before December 31, 2024 (issued subsequently) (Note 8);

   *NOTE: the Optionor reserves the right to make these shares payments in cash, at their election.

c) Execute and deliver to the Optionor on the Closing Date (the date upon which Synergy completes an initial public offering), the net smelter return ("NSR") Royalty granting the Optionor a 0.5% NSR royalty on the Property, subject to the right of Synergy to re-purchase 100% of the NSR royalty for a total consideration of $525,000 at any time.

A pre-existing 1% NSR royalty to the benefit of Keystone Associates Inc. existed on the property prior to this agreement and is additional to the 0.5% NSR royalty required as part of Synergy's option to purchase.

Title to exploration and evaluation assets involves certain inherent risks due to the difficulties of determining the validity of certain claims as well as the potential for problems arising from the frequently ambiguous conveyancing history characteristic of many mining properties. Synergy has investigated title to its exploration and evaluation assets and, to the best of its knowledge, title to its property is in good standing.

5. RELATED PARTY TRANSACTIONS

As at July 17, 2023 and February 28, 2023, there are no amounts payable or receivable from related parties.

During the periods ended July 17, 2023 and February 28, 2023, the Dale Property incurred management and director fees of $1,714 and $5,405, respectively, as short-term compensation to its key management personnel.

6. FINANCIAL RISK MANAGEMENT

The Dale Property's financial instruments are exposed to certain financial risks, which include the following:

Liquidity risk

Liquidity risk is the risk that the Dale Property will not be able to meet its financial obligations when they become due. The Dale Property ensures, as far as reasonably possible, that it will have sufficient capital in order to meet short-term business requirements, after taking into account cash flows from operations and advances provided by Grid. However, there can be no assurance that the Dale Property will be successful with generating and maintaining profitable operations. The Dale Property and Element79 are working towards completing the Arrangement to implement new operations.

The Dale Property is unable to assess its own credit risk, and market risks, as these carve-out financial statements are derived from Element79's overall financial records and the Dale Property has been an integral part of Element79's operations. These carve-out financial statements do not necessarily reflect the results as if the Dale Property were a separate entity or were owned by another entity.

7. INCOME TAXES

The Dale Property is not a legal entity and accordingly has not filed income tax returns. After the acquisition by another entity, the final tax basis of assets and liabilities will be established.

As the tax basis of the Dale Property's assets and liabilities was not applicable at July 17, 2023 and February 28, 2023, nor yet determined subsequently, the calculation of any deferred tax liabilities herein is not yet possible but will continue to be considered on a go-forward basis.

8. SUBSEQUENT EVENTS

On December 1, 2023, Synergy issued 390,000 common shares for option payments for the acquisition of the Dale Property.

On December 18, 2024, Synergy issued 930,000 common shares for option payments for the acquisition of the Dale Property.

SCHEDULE J
E79 AUDITED FINANCIAL STATEMENTS

Please see attached.

Element79 Gold Corp.

Consolidated Financial Statements
For the Years Ended August 31, 2023 and 2022

(Expressed in Canadian dollars)

SHIM

SHIM & Associates LLP
Chartered Professional Accountants
Suite 900 – 777 Hornby Street
Vancouver, B.C. V6Z 1S4
T: 604 559 3511 | **F:** 604 559 3501

INDEPENDENT AUDITOR'S REPORT

To the Shareholders of Element79 Gold Corp.

Opinion

We have audited the accompanying consolidated financial statements of Element79 Gold Corp. (the "Company"), which comprise the consolidated statements of financial position as at August 31, 2023 and 2022, and the consolidated statements of loss and comprehensive loss, changes in equity and cash flows for the years then ended and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Company as at August 31, 2023 and 2022 and its consolidated financial performance and cash flows for the years then ended in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board (IFRS).

Basis for Opinion

We conducted our audits in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are independent of the Company in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty Related to Going Concern

We draw attention to Note 1 of the consolidated financial statements, which indicates that a material uncertainty exists that may cast significant doubt on the Company's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the consolidated financial statements for the year ended August 31, 2023. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

We have determined the matter described below to be the key audit matter to be communicated in our audit report.

<u>Assessment of impairment indications of exploration and evaluation assets</u>

At August 31, 2023, the carrying value of exploration and evaluation assets was $13,357,020. The exploration and evaluation assets are tested for impairment at the end of each reporting period if, in management's judgement, there is an indicator of impairment. Management applies significant judgment in assessing whether indicators of impairment exist that would necessitate impairment testing.

We considered this a key audit matter due to (i) the significance of the exploration and evaluation assets balance and (ii) the significant judgment by management, in assessing any indicator of impairment, which led to significant audit effort and subjectivity in performing audit procedures to test management's assessment.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures include, among others:

- Evaluated the intent through discussion and communication with management, and corroborating with the Company's recent activities.

- Evaluated the reasonableness of management's assessment of indicators of impairment, which included the following:

    - Assessing compliance with agreements and expenditure requirements including reviewing option agreements and vouching cash payments and share issuances.

    - Obtaining, on a test basis through government websites, confirmation of title to ensure mineral rights underlying the exploration and evaluation assets are in good standing.

    - Assessing the completeness of external or internal factors that could be considered as indicators of impairment of the Company's exploration and evaluation assets, by considering evidence obtained in other areas of the audit.

Valuation of unlisted investment

The valuation of the Company's unlisted investment requires significant judgment and estimates by management and is therefore considered a key audit matter due to the subjective nature of certain assumptions inherent in each valuation. Unreasonable basis used in the valuation judgments could result in a material difference in the value presented.

We responded to this matter by performing audit procedures in relation to the valuation of the Company's unlisted investment and the accuracy of the net change in unrealized gain/loss on investment. These procedures include, among others:

- Inquired about any financial data of investee company.
- Inquired of recent financing raised by the investee during the year.
- Inquired management's intention and knowledge about the investee.
- Assessed the appropriateness of the disclosures relating to the assumptions used in the valuation of the investment in the notes to the consolidated financial statements.

Other Information

Management is responsible for the other information. The other information comprises the information included in the Management's Discussion and Analysis.

Our opinion on the consolidated financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information, and in doing so, consider whether the other information is materially inconsistent with the consolidated financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with IFRS, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Company to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

The engagement partner on the audit resulting in this independent auditor's report is Dong H. Shim.

"SHIM & Associates LLP"

Chartered Professional Accountants
Vancouver, Canada
February 16, 2024

Element79 Gold Corp.
Consolidated Statements of Financial Position
As at August 31, 2023 and 2022
(Expressed in Canadian dollars)

	Notes	As at **August 31, 2023**	August 31, 2022
ASSETS		**$**	$
Current assets			
Cash		**8,890**	5,021
Amounts receivable		**11,446**	96,633
Prepaid expenses		**98,500**	19,101
Reclamation deposit	4	**11,764**	-
Assets held for sale	6	**3,135,532**	-
Total current assets		**3,266,132**	120,755
Exploration and evaluation assets	4	**13,357,020**	26,091,770
Investment	5	**2,041,634**	-
Deferred financing charges	7	**423,538**	740,451
TOTAL ASSETS		**19,088,324**	26,952,976
EQUITY AND LIABILITIES			
Current liabilities			
Trade payables and accrued liabilities	10,12	**2,595,562**	1,334,656
Loans payable	8	**3,129,060**	2,518,082
Provisions – current	11	**652,249**	654,790
Total current liabilities		**6,376,871**	4,507,528
Convertible debenture	9	**1,657,532**	-
Provisions – long-term	11	**2,557,204**	5,422,580
TOTAL LIABILITIES		**10,591,607**	9,930,108
EQUITY			
Share capital	13	**24,013,946**	19,836,469
Treasury stock to be cancelled	13	**(114,978)**	-
Share subscriptions received in advance	7,13	**965,500**	1,670,000
Contributed surplus	13	**897,351**	908,007
Equity component of convertible debenture	9	**433,707**	-
Accumulated other comprehensive income		**117,249**	204,910
Deficit		**(17,816,058)**	(5,596,518)
TOTAL EQUITY		**8,496,717**	17,022,868
TOTAL EQUITY AND LIABILITIES		**19,088,324**	26,952,976

Nature of operations and going concern (Note 1)
Commitments and contingencies (Note 18)
Subsequent events (Note 21)

APPROVED BY THE BOARD:

"Zara Kanji"
Zara Kanji

"Antonios Maragakis"
Antonios Maragakis

The accompanying notes are an integral part of these consolidated financial statements.

Element79 Gold Corp.
Consolidated Statements of Loss and Comprehensive Loss
For The Years Ended August 31, 2023 and 2022
(Expressed in Canadian dollars)

		August 31, 2023	August 31, 2022
		$	$
Expenses			
Advisory fees	12	**246,796**	-
Consulting fees	12	**1,750,880**	709,031
Director fees	12	**87,000**	68,000
Exploration costs	18	**71,207**	1,525,260
Investor relations and marketing		**1,284,077**	549,357
Management fees	12	**160,694**	317,877
Office expenses		**110,340**	509,621
Professional fees		**354,369**	634,007
Share-based compensation	12,13	**63,462**	551,020
Transfer agent and filing fees		**59,069**	89,510
Net loss before other items		**(4,187,894)**	(4,953,683)
Other items			
Accretion expense	9,11	**(644,508)**	(83,380)
Impairment of exploration and evaluation assets	4	**(7,570,927)**	-
Interest expense	8	**(180,302)**	(18,082)
Foreign exchange gain (loss)		**(39,289)**	8,310
Gain on settlement of debts	13	**329,262**	89,775
Net loss for the year		**(12,293,658)**	(4,957,060)
Other comprehensive loss			
Foreign currency translation		**(87,661)**	204,910
Comprehensive loss for the year		**(12,381,319)**	(4,752,150)
Loss per share			
Basic and diluted		**(1.25)**	(0.88)
Weighted average number of common shares issued and outstanding		**9,868,175**	5,384,831

The accompanying notes are an integral part of these consolidated financial statements.

Element79 Gold Corp.
Consolidated Statements of Cash Flows
For The Years Ended August 31, 2023 and 2022
(Expressed in Canadian dollars)

	August 31, 2023	August 31, 2022
	$	$
OPERATING ACTIVITIES		
Net loss for the year	**(12,293,658)**	(4,957,060)
Non-cash items		
Interest expense	**177,786**	18,082
Gain on settlement of debts	**(329,262)**	(89,775)
Accretion expense	**644,508**	83,380
Share-based compensation	**63,462**	551,020
Foreign exchange loss	**103,978**	-
Impairment of exploration and evaluation assets	**7,570,927**	-
Changes in operating working capital:		
Prepaid expenses	**(79,399)**	224,921
Amounts receivable	**76,642**	(27,111)
Reclamation deposit	**(11,764)**	-
Trade payables and accrued liabilities	**3,368,208**	1,218,989
Cash used in operating activities	**(708,572)**	(2,977,554)
INVESTING ACTIVITIES		
Acquisition of Goldco	**-**	(300,000)
Acquisition of Calipuy	**-**	24,946
Exploration and evaluation expenditures	**(630,998)**	(2,478,441)
Repayment on provisions	**(403,400)**	-
Cash used in investing activities	**(1,034,398)**	(2,753,495)
FINANCING ACTIVITIES		
Issuance of common shares	**-**	1,000,000
Share subscriptions received in advance	**1,934,500**	1,670,000
Promissory notes and loans received	**50,000**	2,500,000
Repayment of promissory notes and loans	**(150,000)**	-
Cash provided from financing activities	**1,834,500**	5,170,000
Effect of foreign exchange translation	**(87,661)**	263,836
Change in cash	**3,869**	(297,213)
Cash, beginning of the year	**5,021**	302,234
Cash, end of the year	**8,890**	5,021

Supplemental cash flow information (Note 14)

The accompanying notes are an integral part of these consolidated financial statements.

Element79 Gold Corp.
Consolidated Statements of Changes in Equity
For The Years Ended August 31, 2023 and 2022
(Expressed in Canadian dollars)

	Number of common shares	Share capital	Treasury stock to be cancelled	Share subscriptions received in advance	Contributed surplus	Equity component of convertible debenture	Foreign currency translation reserve	Deficit	Total
		$	$	$	$	$	$	$	$
Balances, August 31, 2021	4,385,132	884,356	-	-	356,987	-	-	(639,458)	**601,885**
Shares issued for exploration and evaluation assets	512,603	5,533,392	-	-	-	-	-	-	**5,533,392**
Shares issued for Goldco acquisition	1,916,548	8,911,950	-	-	-	-	-	-	**8,911,950**
Shares issued for Goldco acquisition	252,500	2,802,750	-	-	-	-	-	-	**2,802,750**
Shares issued for financing fees	53,333	464,000	-	-	-	-	-	-	**464,000**
Shares issued for settlement of debts	68,675	322,294	-	-	-	-	-	-	**322,294**
Shares subscribed	-	-	-	5,170,000	-	-	-	-	**5,170,000**
Shares issued against equity drawdown facility	156,495	1,000,000	-	(1,000,000)	-	-	-	-	**-**
Reclassification of share subscriptions to loans payable	-	-	-	(2,500,000)	-	-	-	-	**(2,500,000)**
Share issuance costs	-	(82,273)	-	-	-	-	-	-	**(82,273)**
Share-based compensation	-	-	-	-	551,020	-	-	-	**551,020**
Foreign currency translation reserve	-	-	-	-	-	-	204,910	-	**204,910**
Net loss for the year	-	-	-	-	-	-	-	(4,957,060)	**(4,957,060)**
Balances, August 31, 2022	**7,345,286**	**19,836,469**	**-**	**1,670,000**	**908,007**	**-**	**204,910**	**(5,596,518)**	**17,022,868**
Shares issued against equity drawdown facility	3,270,000	2,639,000	-	(704,500)	-	-	-	-	**1,934,500**
Shares issued for settlement of debts	2,125,517	1,782,390	-	-	-	-	-	-	**1,782,390**
Shares issued for exploration and evaluation assets	46,680	73,000	-	-	-	-	-	-	**73,000**
Share issuance costs	-	(316,913)	-	-	-	-	-	-	**(316,913)**
Stock options expired/forfeited	-	-	-	-	(74,118)	-	-	74,118	**-**
Treasury stock to be cancelled	-	-	(114,978)	-	-	-	-	-	**(114,978)**
Convertible debenture	-	-	-	-	-	433,707	-	-	**433,707**
Share-based compensation	-	-	-	-	63,462	-	-	-	**63,462**
Foreign currency translation reserve	-	-	-	-	-	-	(87,661)	-	**(87,661)**
Net loss for the year	-	-	-	-	-	-	-	(12,293,658)	**(12,293,658)**
Balances, August 31, 2023	**12,787,483**	**24,013,946**	**(114,978)**	**965,500**	**897,351**	**433,707**	**117,249**	**(17,816,058)**	**8,496,717**

The accompanying notes are an integral part of these consolidated financial statements.

1. NATURE OF OPERATIONS AND GOING CONCERN

Element79 Gold Corp. ("Element79" or the "Company") was incorporated under the Company Act (British Columbia) on February 27, 2020. Element79 is an exploration stage company engaged in the acquisition, exploration and development of mineral properties. The Company is listed on the Canadian Stock Exchange ("the Exchange") with the trading symbol ELEM, on the OTC with a trading symbol ELMGF and on the Frankfurt Stock Exchange with the trading symbol 7YS.

The address of the Company's corporate office and principal place of business is Suite 1100, 1111 Melville Street, Vancouver B.C., V6E 3V6.

Going concern

These audited consolidated financial statements (the "Financial Statements") have been prepared on a going concern basis, which assumes that the Company will be able to continue its operations and will be able to realize its assets and discharge its liabilities in the normal course of business for the foreseeable future. As at August 31, 2023, the Company had cash of $8,890 (2022 - $5,021), current liabilities of $6,376,871 (2022 - $4,507,528) and has incurred accumulated losses of $17,816,058 (2022 - $5,596,518) since inception.

The Company is a mineral exploration company focusing on the acquisition and development of mineral property interests. The Company's continuation as a going concern and the underlying value and recoverability of the carrying amounts for exploration and evaluation assets are entirely dependent upon the discovery of economically recoverable mineral reserves, the ability of the Company to raise equity capital or borrowings sufficient to meet current and future obligations and to complete the exploration and development of mineral property interests, and achievement of future profitable production or proceeds from the disposition of its mineral property interests. These material uncertainties cast significant doubt upon the Company's ability to continue as a going concern. Should the Company be unable to continue as a going concern, the net realizable value of its assets may be materially less than the amounts on its statements of financial position. These Financial Statements do not reflect the adjustments to the carrying values of the assets and liabilities, the reported expenses and the statements of the financial position classifications that would be necessary should the Company be unable to continue as a going concern. Such adjustments could be material.

2. BASIS OF PREPARATION

These Financial Statements have been prepared on an accrual basis and are based on historical costs, modified where applicable. These Financial Statements are presented in Canadian dollars, except where otherwise indicated, and all values are rounded to the nearest dollar except per share values. The functional currency of the Company and its Canadian subsidiaries is the Canadian dollar. The functional currency of the Company's Peruvian subsidiaries is the Peruvian new sol, which is determined to be the currency of the primary economic environment in which the subsidiaries operate.

The Financial Statements were approved and authorized for issue by the directors of the Company on February 16, 2024.

Statement of Compliance and Presentation

These Financial Statements, including comparatives, have been prepared in accordance with accounting policies in compliance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and interpretations of the International Financial Reporting Interpretations Committee ("IFRIC").

2. BASIS OF PREPARATION (continued)

Consolidation

These Financial Statements include the accounts of the Company, and its subsidiaries of which it has control. All significant intercompany balances and transactions, including unrealized income and expenses arising from intercompany transactions, have been eliminated. The Company's subsidiaries are as follows:

Subsidiary	Ownership Interest (2023)	Ownership Interest (2022)	Jurisdiction	Nature of Operations
Calipuy Resources Inc. ("Calipuy")	**100%**	100%	BC, Canada	Holding company
Calipuy Holdings Inc.	**100%**	100%	BC, Canada	Holding company
1316524 B.C. Ltd	**100%**	100%	BC, Canada	Inactive
Synergy Metals Inc. ("Synergy")	**100%**	-	BC, Canada	Start-up
ELEM US Holdings LLC	**100%**	100%	NV, USA	Holding company
ELEM Maverick Springs LLC	**100%**	100%	NV, USA	Holding company
ELEM Battle Mountain LLC	**100%**	100%	NV, USA	Holding company
Compania Minera Calipuy S.A.C.	**100%**	100%	Peru	Holding company
Minas Lucero Del Sur S.A.C.	**100%**	100%	Peru	Mining and exploration
Minera Machacala S.A.C.	-	100%	Peru	Mining and exploration
Compania Minera SFJ S.A.C.	-	100%	Peru	Mining and exploration

On June 28, 2022, the Company acquired all of the issued and outstanding common shares of Calipuy, which, through its subsidiaries, holds a 100-per-cent interest the Lucero mine, Machacala mine project and Urumalqui project.

Effective on February 18, 2023, the Company terminated its acquisition of interest in the Machacala mine project and Urumalqui project to mutual satisfaction with the counterparties. Pursuant to the termination of these agreements, the Company will return 121,030 common shares to the treasury and return all shares of Minera Machacala S.A.C. and Compania Minera SFJ S.A.C., which were acquired through the acquisition of Calipuy to their former owners.

Control

The Company controls an investee if and only if the Company has:

- Power over an investee (i.e. existing rights that give it the current ability to direct the relevant activities of the investee);
- Exposure, or rights, to variable returns from its involvement with the investee; and
- The ability to use its power over the investee to affect its returns.

Generally, there is a presumption that a majority of voting rights result in control. To support the presumption and when the Company has less than a majority of the voting rights of an investee, the Company considers all relevant facts and circumstances in assessing whether it has power over the investee, including:

- the contractual arrangements with the other vote holders of the investee
- rights arising from other contractual arrangements
- the Company's voting rights and potential voting rights

The Company reassesses whether or not it controls an investee if facts and circumstances indicate that there are changes to one or more of the three elements of control. Consolidation of a subsidiary begins when the Company obtains control over the subsidiary and ceases when the Company loses control over the subsidiary. Assets, liabilities, revenues and expenses of a subsidiary acquired or disposed of during the year are included in the consolidated financial statements from the date the Company gains control until the date when the Company ceases to control the subsidiary.

2. BASIS OF PREPARATION (continued)

Consolidation (continued)

Profit or loss and each component of other comprehensive income are attributed to the owners of the Company and to the non-controlling interests even if this results in the non-controlling interests having a deficit balance. When necessary, adjustments are made to the financial statements of subsidiaries to bring their accounting policies in line with the Company's accounting policies. All intra-Company asset, liabilities, income, expenses and cash flows relating to transactions between members of the Company are eliminated in full on consolidation.

3. SIGNIFICANT ACCOUNTING POLICIES

Significant Accounting Judgements and Estimates

The preparation of the Financial Statements requires management to make judgments, estimates and assumptions that affect the application of policies and reported amounts of assets, liabilities, revenues and expenses. Estimates and associated assumptions applied in determining asset or liability values are based on historical experience and various other factors including other sources that are believed to be reasonable under the circumstances but are not necessarily readily apparent or recognizable at the time such estimates or assumptions are made. Actual results may differ from these estimates.

The information about significant areas of estimates considered by management in preparing the consolidated financial statements is as follows:

Exploration and evaluation expenditures

The application of the Company's accounting policy for exploration and evaluation expenditure requires judgment in determining the point at which a property has economically recoverable resources, in which case subsequent exploration costs and the costs incurred to develop the property are capitalized into development assets. The determination may be based on assumptions about future events or circumstances. Estimates and assumptions may change if new information becomes available. If, after expenditure is capitalized, information becomes available suggesting that the recovery of expenditure is unlikely, the amount capitalized is written off in profit or loss in the year when new information becomes available.

Determining whether to test for impairment of mineral exploration properties and deferred exploration assets requires management's judgment regarding the following factors, among others: the year for which the entity has the right to explore in the specific area has expired or will expire in the near future, and is not expected to be renewed; substantive expenditure on further exploration and evaluation of mineral resources in a specific area is neither budgeted nor planned; exploration for and evaluation of mineral resources in a specific area have not led to the discovery of commercially viable quantities of mineral resources and the entity has decided to discontinue such activities in the specific area; or sufficient data exists to indicate that, although a development in a specific area is likely to proceed, the carrying amounts of the exploration assets are unlikely to be recovered in full from successful development or by sale.

When an indication of impairment loss or a reversal of an impairment loss exists, the recoverable amount of the individual asset must be estimated. If it is not possible to estimate the recoverable amount of the individual asset, the recoverable amount of the cash-generating unit to which the asset belongs must be determined. Identifying the cash-generating units requires management judgment. In testing an individual asset or cash-generating unit for impairment and identifying a reversal of impairment losses, management estimates the recoverable amount of the asset or the cash-generating unit. This requires management to make several assumptions as to future events or circumstances. These assumptions and estimates are subject to change if new information becomes available.

Actual results with respect to impairment losses or reversals of impairment losses could differ in such a situation and significant adjustments to the Company's assets and earnings may occur during the next year.

3. SIGNIFICANT ACCOUNTING POLICIES

Significant Accounting Judgements and Estimates (continued)

Impairment of financial assets

At each reporting date the Company assesses financial assets not carried at fair value through profit or loss to determine whether there is objective evidence of impairment. A financial asset is impaired if objective evidence indicates that one or more events occurred during the year that negatively affected the estimated future cash flows of the financial asset.

Objective evidence that financial assets are impaired can include significant financial difficulty of the issuer or debtor, default or the disappearance of an active market for a security. If the Company determines that a financial asset is impaired, judgment is required in assessing the available information in regard to the amount of impairment; however the final outcome may be materially different than the amount recorded as a financial asset.

Decommissioning and restoration costs

The Company recognizes provisions for statutory, contractual, constructive or legal obligations associated with the reclamation of exploration and evaluation properties and retirement of long-term assets, when those obligations result from the acquisition, construction, development or normal operation of the assets. The net present value of future cost estimates arising from the decommissioning of plant, site restoration work and other similar retirement activities is added to the carrying amount of the related asset, and depreciated on the same basis as the related asset, along with a corresponding increase in the provision in the year incurred. Discount rates using a pre-tax rate that reflect the current market assessments of the time value of money are used to calculate the net present value.

The Company's estimates of reclamation costs could change as a result of changes in regulatory requirements, discount rates and assumptions regarding the amount and timing of the future expenditures. These changes are recorded directly to the related asset with a corresponding entry to the provision.

Deferred income taxes

Judgment is required in determining whether deferred tax assets are recognized on the statement of financial position. Deferred tax assets, including those arising from unutilized tax losses require management to assess the likelihood that the Company will generate taxable earnings in future years, in order to utilize recognized deferred tax assets. Estimates of future taxable income are based on forecasted cash flows from operations and the application of existing tax laws in each jurisdiction. To the extent that the cash flows and taxable income differ significantly from estimates, the ability of the Company to realize the net deferred tax assets recorded at the statement of financial position date, if any, could be impacted. Additionally, future changes in tax laws in the jurisdictions in which the Company and its subsidiaries operate could limit the ability of the Company to obtain tax deductions in future years.

Business combination versus asset acquisition

Judgement is required to determine whether a transaction should be accounted for as a business combination or an asset acquisition. In identifying a transaction as an asset acquisition, management considers whether an acquiree satisfies the definition of a business according to IFRS 3 Business Combinations. Management uses several criteria in its assessments of defining a business including an input and a substantive process that together significantly contribute to the ability to provide goods or services to customers, generate investment income or other income.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Significant Accounting Judgements and Estimates (continued)

Convertible debt conversion option

The identification of convertible debt components is based on interpretations of the substance of the contractual arrangement and therefore requires judgment from management. The separation of the components affects the initial recognition of the convertible debenture at issuance and the subsequent measurement of interest on the liability component. The determination of fair value of the liability is also based on a number of assumptions, including contractual future cash flows, discount rates, and the presence of any derivative financial instruments. Additionally, significant judgment is required when accounting for the redemption, conversion or modification of these instruments.

Stock options and warrants

Determining the fair value of warrants and stock options requires estimates related to the choice of a pricing model, the estimation of stock price volatility, the expected forfeiture rate and the expected term of the underlying instruments. Any changes in the estimates or inputs utilized to determine fair value could have a significant impact on the Company's future operating results or on other components of shareholders' equity.

The information about significant areas of judgment considered by management in preparing the Financial Statements is as follows:

i. the determination of categories of financial assets and financial liabilities has been identified as an accounting policy which involves judgments or assessments made by management;
ii. assessing control and significant influence over an investee;
iii. the determination of functional currency; and
iv. the Company's assessment of its ability to continue as a going concern requires judgments about the Company's ability to execute its strategy by funding future working capital requirements (Note 1). The Company's objectives are to ensure that there are adequate capital resources to safeguard the Company's ability to continue as a going concern and maintain adequate levels of funding to support its ongoing operations and development such that it can continue to provide returns to shareholders and benefits for other stakeholders.

Fair value of investments in securities not quoted in an active market

Where the fair values of financial instruments cannot be derived from active markets, they are determined using a variety of valuation techniques. The inputs to these models are derived from observable market data where possible, but where observable market data are not available, judgment is required to establish fair values. Changes in estimates and assumptions about these inputs could affect the reported fair value.

Exploration and evaluation properties

Costs incurred before the Company has obtained the legal rights to explore an area are expensed as incurred.

Exploration and evaluation expenditures include the costs of acquiring licenses and costs associated with exploration and evaluation activity. Option payments are considered acquisition costs, provided that the Company has the intention of exercising the underlying option, and may consist of cash payments and/or share issuances at the market price of the Company's shares at the date of issuance.

Property option agreements are exercisable at the option of the optionee. Therefore, option payments are recorded when payment is made and not accrued.

Exploration and evaluation expenditures are capitalized. The Company capitalizes costs to specific blocks of claims or areas of geological interest. Government tax credits and grants received are recorded as a reduction to the cumulative costs.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Exploration and evaluation properties (continued)

Exploration and evaluation assets are tested for impairment if facts or circumstances indicate that impairment exists. Examples of such facts and circumstances are as follows:

- The period for which the Company has the right to explore in the specific area has expired during the period or will expire in the near future, and is not expected to be renewed;
- Substantive expenditure on further exploration for and evaluation of mineral resources in the specific area is neither budgeted nor planned;
- Exploration for and evaluation of mineral resources in the specific area have not led to the discovery of commercially viable quantities of mineral resources and the entity has decided to discontinue such activities in the specific area; and
- Sufficient data exist to indicate that, although a development in the specific area is likely to proceed, the carrying amount of the exploration and evaluation asset is unlikely to be recovered in full from successful development or by sale.

After technical feasibility and commercial viability of extracting a mineral resource are demonstrable, the Company stops capitalizing expenditures for the applicable block of claims or geological area of interest and tests the asset for impairment. The capitalized balance, net of any impairment recognized, is then reclassified to either tangible or intangible mine development assets according to the nature of the asset, and amortized over the life of the mine.

Foreign currencies

Transactions in currencies other than the functional currency, are recorded at the rates of exchange prevailing on the dates of the transactions. At each financial position reporting date, monetary assets and liabilities that are denominated in foreign currencies are translated at the rates prevailing at the date of the statement of financial position. Non-monetary items that are measured in terms of historical cost in a foreign currency are not re-translated.

Foreign operations

Subsidiaries that have functional currencies other than the Canadian dollar translate their statement of operations items at the average rate during the year. Assets and liabilities are translated at exchange rates prevailing at the end of each reporting period. Exchange rate variations resulting from the retranslation at the closing rate of the net investment in these subsidiaries, together with differences between their statement of operations items translated at actual and average rates, are recognized in accumulated other comprehensive income (loss). On disposition or partial disposition of a foreign operation, the cumulative amount of related exchange difference is recognized in the statement of operations.

Impairment of long-lived assets

The recoverability of long-lived assets is assessed when an event occurs that indicates impairment. Recoverability is based on factors such as future asset utilization and the future discounted cash flows expected to result from the use or sale of the related assets. An impairment loss is recognized in the year when it is determined that the carrying amount of the asset will not be recoverable. At that time, the carrying amount is written down to the recoverable amount, which equals the higher of fair value less costs to sell and value in use. Impairment losses are recognized in profit or loss.

An assessment is made at each reporting date as to whether there is any indication that previously recognized impairment losses may no longer exist or may have decreased. If such indication exists, the recoverable amount is estimated. A previously recognized impairment loss is reversed only if there has been a change in the estimates used to determine the asset's recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation, if no impairment loss had been recognized.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Financial instruments

At initial recognition, financial assets are classified and subsequently measured at amortized cost, fair value through other comprehensive income ("FVTOCI") or fair value through profit or loss ("FVTPL"). Financial assets are recognized initially at fair value, unless they are trade receivables that do not contain a significant financing component in accordance with IFRS 15, which shall be measured at their transaction price. The subsequent measurement of financial assets depends on their classification based on both the Company's business model for managing the financial assets and the contractual cash flow characteristics of the financial assets as follows:

Financial Assets at Amortized Cost

The financial asset is subsequently measured at amortized cost if the financial asset is held within a business model whose objective is to hold the financial assets in order to collect contractual cash flows and the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding. Such assets are carried at amortized cost using the effective interest method. Gains and losses are recognized in profit or loss when the financial assets are derecognized or impaired, as well as through the amortization process. Transaction costs are included in the initial carrying amount of the asset.

Financial Assets at FVTOCI

The financial asset is subsequently measured at FVTOCI if the financial asset is held within a business model whose objectives are achieved by both collecting contractual cash flows and selling financial assets and the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on principal amount outstanding or if an irrevocable election was made for certain equity instruments at initial recognition. After initial recognition, the financial assets are measured at fair value with gains or losses recognized within other comprehensive income. Dividends are recognised as income in profit or loss unless the dividend clearly represents a recovery of part of the cost of the investment. Other net gains and losses are recognised in OCI and are never reclassified to profit or loss. Transaction costs are included in the initial carrying amount of the asset.

Financial Assets at FVTPL

A financial asset shall be measured at FVTPL if it is not measured at amortized cost or at FVTOCI. If the financial asset that would otherwise be measured at FVTPL is not acquired or incurred principally for the purpose of selling or repurchasing it in the near term, not part of a portfolio of identified financial instruments that are managed together and for which there is evidence of a recent actual pattern of short-term profit-taking or a derivative, the Company may make an irrevocable election at initial recognition to present subsequent fair value changes of the equity instrument in OCI. Transaction costs associated with financial assets at FVTPL are expensed as incurred. These assets are carried at fair value with gains or losses recognized in profit or loss. Cash is included in this category of financial assets.

Derivatives designed as hedging instruments in an effective hedge

The Company does not hold or have any exposure to derivative instruments.

Impairment of financial assets

The Company shall recognize a loss allowance for expected credit losses on financial assets measured at amortized cost or FVTOCI, a lease receivable, a contract asset or a loan commitment. If the credit risk on the financial instrument has increased significantly since initial recognition, the loss allowance shall be measured at an amount equal to the lifetime expected credit losses, otherwise, it shall be measured at an amount equal to the 12-month expected credit losses.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Financial liabilities

At initial recognition, financial liabilities are classified as financial liabilities measured at amortized cost unless they are financial liabilities at FVTPL (including derivatives that are liabilities). Financial liabilities are recognized initially at fair value. Transaction costs directly attributable to the issue of a financial liability are included in the initial carrying value of financial liabilities if they are not measured at FVTPL. The subsequent measurement of financial liabilities depends on their classification, as follows:

Financial liabilities measured at amortized cost

Financial liabilities are initially recognized at fair value, net of transaction costs. After initial recognition, other financial liabilities are subsequently measured at amortized cost using the effective interest method. Amortized cost is calculated by taking into account any issue costs, and any discount or premium on settlement. Gains and losses arising on the repurchase, settlement or cancellation of liabilities are recognized respectively in interest, other revenues and finance costs. Trade and other payables are included in this category of financial liabilities.

Financial liabilities at FVTPL

Financial liabilities are carried at fair value with gains or losses recognized in net income (loss). Where the financial liability is designed as at FVTPL, only the amount of change in the fair value of the financial liability that is attributable to the changes in the credit risk of that liability shall be presented in OCI and the remaining amount of changes in fair value presented in profit or loss. Transaction costs on financial liabilities at FVTPL are expensed as incurred.

Convertible debentures

Convertible debentures are compound financial instruments that are recorded in part as a liability and in part as shareholders' equity. The Company uses the "residual valuation" method to determine the debt and equity components of the convertible debentures. Under the residual valuation method, the liability component is determined by estimating the present value of the future cash payments discounted at a rate of interest which the Company would be charged by the market for similar debt without the conversion option. The difference between the net proceeds of the debenture and the liability component is recorded as a separate component of shareholders' equity. Debentures payable is accreted to its face value at maturity over the term of the debt through a charge to operations.

De-recognition of financial assets and liabilities

Financial assets are derecognized when the contractual rights to the cash flows from the assets expire or, the financial assets are transferred, and the Company has transferred substantially all the risks and rewards of ownership of the financial assets. On de-recognition of a financial asset, the difference between the asset's carrying amount and the sum of the consideration received (including any new asset obtained less any new liability assumed) is recognized in profit or loss. Where a transfer does not result in a derecognition due to continuing involvement, the Company shall continue to recognize the transferred asset and recognize a financial liability of the consideration received.

For financial liabilities, they are derecognized when the obligation specified in the relevant contract is discharged, cancelled or expires. The difference between the carrying amount of the financial liability derecognized and the consideration paid, including any non-cash assets transferred or liabilities assumed is recognized in profit or loss.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Decommissioning, restoration and similar liabilities

The Company recognizes provisions for statutory, contractual, constructive or legal obligations associated with the reclamation of exploration and evaluation properties and retirement of long-term assets, when those obligations result from the acquisition, construction, development or normal operation of the assets. The net present value of future cost estimates arising from the decommissioning of plant, site restoration work and other similar retirement activities is added to the carrying amount of the related asset, and depreciated on the same basis as the related asset, along with a corresponding increase in the provision in the year incurred. Discount rates using a pre-tax rate that reflect the current market assessments of the time value of money are used to calculate the net present value.

The Company's estimates of reclamation costs could change as a result of changes in regulatory requirements, discount rates and assumptions regarding the amount and timing of the future expenditures. These changes are recorded directly to the related asset with a corresponding entry to the provision.

Income taxes

Income tax expense is comprised of current and deferred tax. Current tax and deferred tax are recognized in net income except to the extent that they relate to items recognized directly in equity or in other comprehensive loss/income.

Current income taxes are recognized for the estimated income taxes payable or receivable on taxable income or loss for the current year and any adjustment to income taxes payable in respect of previous years. Current income taxes are determined using tax rates and tax laws that have been enacted or substantively enacted by the year-end date.

Deferred tax assets and liabilities are recognized where the carrying amount of an asset or liability differs from its tax base, except temporary differences arising on the initial recognition of an asset or liability in a transaction which is not a business combination and at the time of the transaction affects neither accounting nor taxable profit or loss.

Recognition of deferred tax assets for unused tax losses, tax credits and deductible temporary differences is restricted to those instances where it is probable that future taxable profit will be available against which the deferred tax asset can be utilized. At the end of each reporting year the Company reassesses unrecognized deferred tax assets. The Company recognizes a previously unrecognized deferred tax asset to the extent that it has become probable that future taxable profit will allow the deferred tax asset to be recovered.

Loss per share

Basic loss per share is computed by dividing the net loss applicable to common shares of the Company by the weighted average number of common shares outstanding for the relevant year.

Diluted loss per common share is computed by dividing the net loss applicable to common shares by the sum of the weighted average number of common shares issued and outstanding and all additional common shares that would have been outstanding if potentially dilutive instruments were converted.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Share-based compensation

The grant date fair value of share-based payment awards granted to employees is recognized as stock-based compensation expense, with a corresponding increase in equity, over the period that the employees unconditionally become entitled to the awards. The amount recognized as an expense is adjusted to reflect the number of awards for which the related service and non-market vesting conditions are expected to be met, such that the amount ultimately recognized as an expense is based on the number of awards that do meet the related service and non-market performance conditions at the vesting date. For share-based payment awards with non-vesting conditions, the grant date fair value of the share-based payment is measured to reflect such conditions and there is no true-up for differences between expected and actual outcomes.

Where equity instruments are granted to parties other than employees, they are recorded by reference to the fair value of the services received. If the fair value of the services received cannot be reliably estimated, the Company measures the services received by reference to the fair value of the equity instruments granted, measured at the date the counterparty renders service.

All equity-settled share-based payments are reflected in share-based payment reserve, unless exercised. Upon exercise, shares are issued from treasury and the amount reflected in share-based payment reserve is credited to share capital, adjusted for any consideration paid. When options are forfeited or are not exercised at the expiry date, the amount previously recognized in share-based payments is transferred to accumulated losses (deficit).

Recent accounting pronouncements

Certain pronouncements were issued by the IASB or IFRIC that are not yet effective. Many are not applicable or do not have a significant impact to the Company and have been excluded.

4. EXPLORATION AND EVALUATION ASSETS

Exploration and evaluation properties include the following amounts:

	Dale Property	Nevada Portfolio	Peruvian Properties	Total
ACQUSITION COSTS	**$**	**$**	**$**	**$**
Balance, August 31, 2021	17,600	-	-	17,600
Acquisition costs	45,000	10,738,805	14,887,437	25,671,242
Total Acquisition Costs at August 31, 2022	**62,600**	**10,738,805**	**14,887,437**	**25,688,842**
Shares issued	33,000	-	40,000	73,000
Subsequent acquisition payment	-	2,000,000	-	2,000,000
Assets held for sale	(95,600)	(2,459,369)	-	(2,554,969)
Disposal	-	(1,929,019)	-	(1,929,019)
Termination	-	-	(3,230,972)	(3,230,972)
Impairment	-	(6,936,149)	(229,850)	(7,165,999)
Total Acquisition Costs at August 31, 2023	**-**	**1,414,268**	**11,466,615**	**12,880,883**
EXPLORATION AND EVALUATION COSTS				
Balance, August 31, 2021	72,150	-	-	72,150
Claims maintenance fee	975	1,418	7,425	9,818
Exploration program	95,601	213,538	-	309,139
Field expenses	8,269	2,725	827	11,821
Total Exploration Costs at August 31, 2022	**176,995**	**217,681**	**8,252**	**402,928**
Assaying and sampling	365	2,555	92	3,012
Claims maintenance fee	-	638,704	-	638,704
Exploration program	33,075	4,023	324,055	361,153
Field expenses	-	13,721	-	13,721
Environmental	-	744	-	744
Geological reports	21,765	-	-	21,765
Royalties	-	136,000	-	136,000
Assets held for sale	(232,200)	(348,363)	-	(580,563)
Disposal	-	(112,615)	-	(112,615)
Termination	-	-	(3,784)	(3,784)
Impairment	-	(404,928)	-	(404,928)
Total Exploration Costs at August 31, 2023	**-**	**147,522**	**328,615**	**476,137**
Balance at August 31, 2023	**-**	**1,561,790**	**11,795,230**	**13,357,020**

4. EXPLORATION AND EVALUATION ASSETS (continued)

Dale Property

The Company entered into a property option agreement, as amended, with Jean Marc Gaudreau ("Optionor") to acquire a 100% right, title and interest in and to 90 mineral claims located in Ontario, Canada subject to a Net Smelter Return ("NSR") royalty.

Pursuant to the property option agreement, as amended, in order to exercise the option, the Company must complete the following requirements:

a) Make aggregate cash payments of $126,000 as follows:

   (i) $12,000 within 30 days of the date of the option agreement (paid)
   (ii) $15,000 on or before December 31, 2021 (paid)
   (iii) $48,000 on or before December 31, 2023 ($42,000 paid subsequent to year-end)
   (iv) $51,000 on or before December 31, 2024

b) Issue a total of 20,000 common shares of the Company at a deemed price of $0.50 per share within 180 days of the option agreement (issued).

c) Make aggregate share payments totaling $192,000 calculated at the price of the volume weighted average price ("VWAP") of the 10 trading days prior to the issuance date:

   (i) $30,000 on or before December 31, 2021 (issued 3,030 common shares)
   (ii) $33,000 on or before December 31, 2022 (issued 21,680 common shares)
   (iii) $36,000 on or before December 31, 2023 (outstanding)
   (iv) $93,000 on or before December 31, 2024

d) Execute and deliver to the Optionor on the date Company went public (delivered), the NSR Royalty granting the Optionor a 0.5% NSR royalty, subject to the right of the Company to re-purchase 100% of the NSR royalty for a total consideration of $525,000 at any time.

A pre-existing 1% NSR royalty to the benefit of Keystone Associates Inc. existed on the property prior to this agreement and is additional to the 0.5% NSR royalty required as part of Element79's option to purchase.

In addition to the option agreement, the Company paid a finder's fee by issuance of 8,000 common shares of the Company valued at $1,600 to a third party.

The Company is currently negotiating the outstanding payment obligation with the Optionor.

On July 17, 2023, the Company transferred of all rights and data related to the Dale Property to its newly-created, wholly owned subsidiary, Synergy. The Company intends to spin out and sell Synergy through a Plan of Arrangement. As a result, Dale property with a cost of $327,800 was reclassified from exploration and evaluation assets to assets available for sale as at August 31, 2023.

Nevada Portfolio

On December 17, 2021, the Company closed a securities exchange agreement (the "Securities Exchange Agreement") with 1316524 B.C. Ltd. ("Goldco"). Under the terms of the Securities Exchange Agreement, the Company has acquired all of the issued and outstanding shares of Goldco (Notes 13 and 19). Goldco, had previously entered into the asset purchase agreement with Clover Nevada LLC ("Clover"), a wholly owned subsidiary of Waterton Precious Metals Fund II Cayman LP, and Maverick Springs Mining Company LLC, a wholly owned subsidiary of Clover, to acquire 100% of their rights, titles and interests in and to the Maverick Springs project and the Battle Mountain projects (the "Asset Purchase Agreement"). On December 23, 2021, the Company has fully closed on an asset purchase agreement acquiring the flagship Maverick Springs project and 15 additional projects that comprise the Battle Mountain portfolio, located in the gold mining regions of northeastern Nevada.

4. EXPLORATION AND EVALUATION ASSETS (continued)

Nevada Portfolio (continued)

Pursuant to the asset purchase agreement, the Company agreed to the following terms and payments:

(i) $500,000 deposit (advanced by Goldco)
(ii) $1,500,284 cash payment (paid)
(iii) Issuance of 509,573 common shares of the Company to the vendors (issued)
(iv) Issuance of Contingent Value Right ("CVR") to Waterton Nevada Splitter LLC ("Splitter LLC"), a subsidiary of Waterton.

Pursuant to the CVR, Splitter LLC is entitled to receive the following:

(i) Cash payment of $2,000,000 payable on the earlier of the occurrence of commercial production and the date that is 12 months following the closing of the asset purchase agreement. During the year ended August 31, 2023, the Company has worked with Waterton to create an alternate structure of the CVR. As part of the terms of the updated payment agreement, the final $2,000,000 milestone payment due will be converted into a two-year, zero-coupon debt facility with a conversion option at a price of $0.15 and a 10% default interest rate. Prepayment by the Company is possible with a 60-day advance notice and paid at a 10% premium to the principal amount remaining (Note 9).
(ii) Second payment of $284, in cash or common shares of the Company, on the date that is 18 months following the closing of the asset purchase agreement (prepaid by the Company concurrently with closing).
(iii) Security interest in Maverick Springs and the Battle Mountain portfolio, to be released upon completion of the payment under the CVR.

Splitter LLC has also entered into a voting support and lock-up agreement, pursuant to which it agrees to:

(i) vote all shares of the Company it holds in accordance with the recommendations of the Company's management within 2 years from the closing date.
(ii) retain 50% of the common shares of the Company issued to it pursuant to the asset purchase agreement for at least six months and the remaining 50% for at least 12 months after closing of the option agreement; and
(iii) grant the Company a right of first offer in relation to the sale of any common shares of the Company held by Splitter LLC.

The Maverick Springs project is subject to a total NSR royalty of 7.4%, including 1.5% payable to Maverix Metals Inc. The Company expects to renegotiate the various NSR royalties in order to create an economically viable path forward to the benefit of all parties.

The asset purchase agreement as it relates to the Battle Mountain portfolio and all 15 of its projects is made on an as-is, where-is basis, and accordingly does not disclose any NSR royalties or other royalties payable to any other party.

On August 28, 2023, Element79 entered into an option agreement with Green Power Minerals Pty Ltd. ("Green Power") pursuant to which the Company has granted Green Power an option to purchase Maverick Springs (the "Maverick Springs Transaction"). Green Power is an Australian private company focused on the development of precious metals projects.

Green Power must, subject to certain conditions precedent, pay a total option fee equal to Cdn$66,000 (paid) for an option to acquire the Maverick Springs until September 30, 2023. Green Power may extend such option by mutual agreement between parties by making an additional payment of US$100,000. Subsequent to the year ended August 31, 2023, the Maverick Springs Transaction was extended to March 24, 2024 by a payment of US$100,000 from Green Power to the Company. On January 12, 2024, both parties agreed to extend to July 10, 2024 by making a further option extension fee of $75,000 (paid subsequent to year-end) (Note 21).

4. EXPLORATION AND EVALUATION ASSETS (continued)

Nevada Portfolio (continued)

Should Green Power choose to exercise the option within the extended option period they will at completion:

a) Issue to the Company (or its nominee), $1,500,000 worth of fully paid ordinary shares; and
b) Pay to the Company a total of $4,000,000 in cash.

As at August 31, 2023, the Maverick Springs project with a cost of $1,511,448 was reclassified from exploration and evaluation assets to assets held for sale.

The completion of the Maverick Springs Transaction is subject to a number of conditions precedent that are common in transactions of this nature. The Maverick Springs Transaction is subject the requirements of the Canadian Securities Exchange.

During the year ended August 31, 2023, the Company started discussions with third parties regarding the sale of certain Battle Mountain portfolio projects. As a result, 597 claims with a cost of $3,337,918 were reclassified from exploration and evaluation assets to assets available for sale, of which 371 claims with a cost of $2,041,634 comprising of the Stargo and Long Peak projects were sold during the year as discussed below.

On July 13, 2023, the Company sold two Battle Mountain portfolio projects to Centra Mining (Nevada) LLC, a subsidiary of Centra Mining Ltd. ("Centra"). Under the terms of the Asset Purchase Agreement ("APA"), Centra purchased 371 claims comprising of the Stargo and Long Peak projects in the Battle Mountain Portfolio in exchange for 2,500,000 common shares of Centra at a deemed price of $0.40 per share (Note 5).

During the year ended August 31, 2023, the Company determined not to pursue further exploration work on several properties within the Battle Mountain Portfolio; therefore, $7,341,077 of exploration and evaluation assets were written off.

Peruvian Properties

Lucero mine project

On December 21, 2020 (the "MLDS Closing Date"), the Company's subsidiary Calipuy entered into a share purchase agreement (the "MLDS Agreement") with Condor Resources Inc. ("Condor") to acquire all issued and outstanding shares of Minas Lucero Del Sur S.A.C ("MLDS"), a wholly owned subsidiary of Condor, which owns certain rights, titles and interests in and to the Lucero mine project in the District of Chacas in Peru.

Pursuant to the MLDS Agreement, as amended, the Company is obligated to make a total cash payment of US$1,965,000 (the MLDS Cash Payment) as follows:

(i) On the MLDS Closing Date US$90,000 (paid - $115,704);
(ii) On or before June 21, 2022 US$75,000 (paid - $97,688)*;
(iii) On or before January 31, 2023 US$100,000 (paid – Cdn$133,500)*;
(iv) On or before March 31, 2023 US$200,000 (paid – Cdn$269,900)*;
(v) On or before December 21, 2023 US$500,000*; and
(vi) On or before December 21, 2024 US$1,000,000*.

4. EXPLORATION AND EVALUATION ASSETS (continued)

Peruvian Properties (continued)

Lucero mine project (continued)

In addition to the MLDS Cash Payment, the Company will make an additional cash payment of US$1,535,000 (the "MLDS Final Cash Payment") to Condor on or before December 31, 2026, in an amount equal to the additional amount required to make the total aggregate amount of the MLDS Cash Payment and the MLDS Final Cash Payment to be US$3,500,000*. Unless, the Company accelerates the MLDS Cash Payment and all such MLDS Cash Payment are made within thirty-six (36) months of the MLDS Closing Date. In which case, the MLDS Final Cash Payment shall be an amount equal to the additional amount required to make the total aggregate amount of the MLDS Cash Payment and the MLDS Final Cash Payment to be US$3,000,000;

* collectively the "MLDS Subsequent Cash Payment"

The "MLDS Final Cash Payment is subject to the following:

(i) the price of gold averages not less than US$2,500 per ounce during the 30 days prior to the payment date of the MLDS Final Cash Payment, in which case the MLDS Final Cash Payment shall be an amount equal to the additional amount required to make the total aggregate amount of the MLDS Cash Payment and the MLDS Final Cash Payment to be US$4,000,000; or
(ii) the price of gold averages not less than US$3,000 per ounce during the 30 days prior to the payment date of the MLDS Final Cash Payment, in which case the MLDS Final Cash Payment shall be an amount equal to the additional amount required to make the total aggregate amount of the MLDS Cash Payment and the MLDS Final Cash Payment to be US$6,000,000.

Using a risk-adjusted discount rate of 12%, the fair value of the MLDS Subsequent Cash Payment was calculated as US$2,362,861 and recorded the provision at the MLDS Closing Date, which will be accreted to the face value during the term of the MLDS Subsequent Cash Payment. As at August 31, 2023, the book value of MLDS Subsequent Cash Payment has been accreted to $3,209,453 (2022 - $6,077,370) (Note 11).

Pursuant to the MLDS Agreement, until the MLDS Subsequent Cash Payment is settled and subsequent to the Company receiving the first $550,000 proceeds from the future financings, Condor has the right but not the obligation to convert all or part of the outstanding MLDS Subsequent Cash Payment into the Company's common shares at a discounted price of 20% of the price offered in the future financing.

In addition, in connection with the acquisition of MLDS, the Company and Condor entered into a share pledge agreement (the "MLDS SP Agreement"). Pursuant to the MLDS SP Agreement, the shares of the MLDS are pledged to Condor as collateral for the MLDS.

On December 20, 2022, the Company entered into an amendment agreement to reschedule the December 21, 2022 payment of US$300,000 into two payments as follows:

(i) payment of US$100,000 to be paid on or before January 31, 2023 (paid - $133,500)
(ii) payment of US$200,000 to be paid on or before March 31, 2023 (paid - $269,900).

As a consideration for the rescheduled payments, the Company issued 25,000 common shares valued at $40,000 to Condor on December 21, 2022. All other terms of the sale of MLDS remain unchanged.

On December 19, 2023, the Company and Condor have agreed to reschedule the US$500,000 payment due on or before December 31, 2023, into two tranches. Twenty five percent of the payment (US$125,000) will be satisfied now by the issuance of common shares of Element79. The balance of US$375,000 is due on or before March 31, 2023. As consideration for the rescheduled payments, Element79 will issue a bonus of US$12,500 to Condor, payable in Element79 shares (issued on February 2, 2024). All other terms of the sale of Minas Lucero del Sur S.A.C. remain unchanged (Note 21).

4. EXPLORATION AND EVALUATION ASSETS (continued)

Peruvian Properties (continued)

Machacala mine project

On November 15, 2021 (the "Machacala Closing Date"), the Company completed a share purchase agreement (the "Machacala Agreement") to acquire all issued and outstanding shares (the "Machacala Shares") of Minera Machacala S.A.C. which owns certain rights, titles and interests in and to the Machacala mine project in the Department of La Libertad of Peru.

Pursuant to the Machacala Agreement, the Company is obligated to make a total cash payment of $4,132,500 (the "Machacala Subsequent Payment") over a period of five years.

The Company has an option to satisfy the Machacala Subsequent Payment by issuing the Company's common shares equal to the payment amount determined using the fair value of the Company's common shares on the date of issuance.

Using a risk-adjusted discount rate of 12%, the fair value of the Machacala Subsequent Payment was calculated as $2,750,706 and recorded the provision at the Machacala Closing Date (Note 11), which will be accreted to the face value during the term of the Machacala Subsequent Payment.

The Machacala Agreement is subject to 1.5% net smelter return royalty interest ("NSR") in all minerals processed and sold from Machacala project.

In addition, in connection with the acquisition of Machacala, the Company and the former shareholders of Machacala entered into a share pledge agreement ("Machacala SP Agreement"). Pursuant to the Machacala SP Agreement, the Machacala Shares are pledged to the former shareholders of Machacala as collateral for the Machacala Subsequent Payment and will be released upon the Machacala Subsequent Payment being settled.

Urumalqui project

On November 15, 2021 (the "SFJ Closing Date"), the Company completed a share purchase agreement (the "SFJ Agreement") to acquire all issued and outstanding shares (the "SFJ Shares") of Compania Minera SFJ SAC ("SFJ") which owns certain rights, titles and interests in and to the Urumalqui project in the Department of La Libertad of Peru.

Pursuant to the SFJ Agreement, the Company is obligated to make a total cash payment of $217,500 (the "SFJ Subsequent Payment") over a period of five years.

The Company has an option to satisfy the SFJ Subsequent Payment by issuing the Company's common shares equal the payment amount determined using the fair value of the Company's common shares on the date of issuance.

Using a risk-adjusted discount rate of 12%, the fair value of the SFJ Subsequent Payment was calculated as $144,774 and recorded the provision at the SFJ Closing Date (Note 11), which will be accreted to the face value during the term of the SFJ Subsequent Payment.

The SFJ Agreement is subject to 1.5% NSR in all minerals processed and sold from the Urumalqui project.

In addition, in connection with the acquisition of SFJ, the Company and the former shareholders of SFJ entered into a share pledge agreement (the "SFJ SP Agreement"). Pursuant to the SFJ SP Agreement, the SFJ Shares are pledged to the former shareholders of SFJ as collateral for the SFJ Subsequent Payment and will be released upon the SFJ Subsequent Payment is settled.

The Urumalqui project was terminated during the year ended August 31, 2023 as discussed below.

4. EXPLORATION AND EVALUATION ASSETS (continued)

Peruvian Properties (continued)

Termination of Machacala mine project and Urumalqui project

During the year ended August 31, 2023, the Company terminated its the acquisition of interest in the Machacala mine project and Urumalqui project to mutual satisfaction with the counterparties.

Pursuant to the termination of these agreements, the Company will return 121,030 common shares to the treasury and return all shares of Minera Machacala S.A.C. and Compania Minera SFJ S.A.C., which were acquired through the acquisition of Calipuy, to their former owners. Subsequent to the year ended August 31, 2023, the Company returned 87,683 common shares to treasury.

As a result of the termination, the Company reduced the balance on its exploration and evaluation assets by $3,234,756 , after recognizing an impairment loss of $229,850, reduced the balance on the provisions liabilities by $3,107,673 (Note 11), reduced the net liabilities of Minera Machacala S.A.C. and Compania Minera SFJ S.A.C on the termination date, and recognized the treasury stock to be cancelled at its fair value of $114,978 (Note 13).

Reclamation deposit

As at August 31, 2023, the reclamation deposit in the amount of $11,764 is related to Battle Mountain portfolio projects and Maverick Springs project within Nevada Portfolio.

5. INVESTMENT

On July 13, 2023, the Company sold two Battle Mountain portfolio projects to Centra Mining (Nevada) LLC, a subsidiary of Centra Mining Ltd. ("Centra"). Under the terms of the Asset Purchase Agreement ("APA"), Centra purchased 371 unpatented claims comprising of the Stargo and Long Peak projects in the Battle Mountain Portfolio in exchange for 2,500,000 common shares of Centra at a deemed price of $0.40 per share (Note 4).

Upon the closing of APA, the Company held 2,500,000 common shares in Centra, representing 20% stake in the issued and outstanding shares of Centra valued at $2,041,634. Considering that the Company does not have significant influence or control over Centra, the investment in Centra is classified as FVTPL pursuant to IFRS 9.

In accordance with IFRS 9, the Company initially recorded the investment in Centra at cost of $2,041,634, which approximates fair value. As at August 31, 2023, the investment remained at $2,041,634.

6. ASSETS HELD FOR SALE

As discussed in Note 4, Dale property, certain Battle Mountain portfolio projects and Maverick Springs project were classified as assets held for sale totaling $3,135,532 as at August 31, 2023.

7. EQUITY DRAWDOWN FACILITY

On September 14, 2020, the Company entered into a non-revolving Equity Drawdown Facility (the "Facility") that allows the Company to utilize funding for an aggregate amount of $5,000,000. The Company can draw down funds from the Facility from time to time during the three-year term at the Company's discretion by providing a notice ("Drawdown Notice") to the investor Crescita Capital LLC ("Crescita" or "Investor"), and in return for each Drawdown Notice, the Company will allot and issue fully paid shares to the Investor in form of a "Private Placement". The shares issued in connection with any Private Placement will be priced at the higher of (i) $0.05 and (ii) 90% of the volume-weighted average price of the shares for the ten trading days prior to the issue date of such shares.

7. EQUITY DRAWDOWN FACILITY (continued)

In connection with the Facility, the Company paid a 3% commission in shares (300,000 common shares valued at $150,000) and issued 339,405 share purchase warrants, being 8.5% of the outstanding shares of the Company at the time of closing of the Facility. Each of the share purchase warrants can be exercised to purchase one common share of the Company at a price of $1.00 per share until October 1, 2023. The share purchase warrants have been valued at $208,724 using Black-Scholes option pricing model with the following assumptions: risk-free rate of 0.25%, volatility of 100%, dividend yield of 0.00%, and expected life 3 years.

The value of the financing fees is recorded as a deferred financing charge and is being amortized as share issue costs based on the amount drawn down from the Facility.

On May 5, 2022, the Company received an increased equity drawdown facility commitment from the Investor from $5,000,000 to $10,000,000 (the "Amendment"). Additional financing is being made available pursuant to the Amendment dated May 5, 2022, to the original investment and advisory agreement with the Investor dated September 14, 2020.

In addition to providing for the additional $5,000,000 equity drawdown commitment, the Amendment provides an additional requirement for the Company to make a top up payment to the Investor in the event that the volume weighted average price of the Company's common shares is less than the subscription price paid by the Investor for a particular drawdown in the 30 days following the drawdown and amends the fees payable to the Investor for the second commitment. The Company paid an 8% financing fee to the Investor on the additional commitment satisfied by the issuance of 53,333 common shares of the Company valued at $464,000 (Note 13). The value of the financing fees is recorded as a deferred financing charge to be amortized based on the amount drawn down from the Facility.

During the year ended August 31, 2023, the Company received $1,934,500 (2022 - $2,670,000) from the Facility, issued 3,270,000 common shares (2022 - 156,495 common shares) (Note 13) and reserved $965,500 (2022 - $1,670,000) value of common shares for future issuance. During the year ended August 31, 2023, a total of $Nil (2022 - $2,500,000) was converted into a Promissory Note (Note 8).

As at August 31, 2023, the carrying amount of the deferred financing charges is $423,538 (2022 - $740,451) and the share subscriptions received in advance total $965,500 (2022 - $1,670,000).

8. LOANS PAYABLE

In relation to the amendment of the equity drawdown facility agreement (Note 7), on July 18, 2022, the Company issued a promissory note of $2,500,000 with an interest rate of 6% per annum to reflect the Outstanding 2021 Funds (amounts advanced to the Company during the initial term of the Facility during 2021 and outstanding on July 18, 2022). During the year ended August 31, 2023, the Company accrued $150,000 (2022 - $18,082) interest with respect to this promissory note. The total balance due, including accrued interest, as at August 31, 2023 was $2,668,082 (2022 – $2,518,082).

On September 12, 2022, the Company borrowed a total of $544,420 from different lenders (the "Nevada Promissory Notes") to pay Nevada projects concessions totaling US$404,250 (US$363,495 for Battle Mountain portfolio and US$40,755 for Maverick Springs project). During the year ended August 31, 2023, the Company repaid $150,000 of the promissory notes. The balance of the Nevada Promissory Notes as at August 31, 2023, was $408,192 (2022 - $Nil).

On May 10, 2023, the Company borrowed $50,000 from an arm's length party that is due on demand. Interest is payable at a rate of 18% per annum due on demand. As at August 31, 2023, the loan payable amount consists of $50,000 (2022 - $Nil) principal and $2,786 (2022 - $Nil) accrued interest.

9. CONVERTIBLE DEBENTURE

During the year ended August 31, 2023, the Company issued a convertible debenture to Waterton as part of the terms of the updated payment agreement, the final $2,000,000 milestone payment (the "Debenture") (Note 4). The convertible debenture is a two-year, zero-coupon debt facility with convertibility options priced at $0.15 and a 10% default interest rate. Prepayment by the Company is possible with a 60-day advance notice and paid at a 10% premium to the principal amount remaining.

For accounting purposes, the Debenture was separated into its liability and equity components. The Company recorded the initial fair value of the debt component of the convertible debenture at $1,566,293, using a discount rate of 19%, which is management's estimate of the prevailing market rate for a company of similar size and operations. The equity component of $433,707 was determined at the time of issue as the difference between the face value of the Debenture and the fair value of the liability component.

The unamortized discount on the convertible debenture as at August 31, 2023 was $342,468 (2022 - $Nil) and the carrying value of the debenture was $1,657,532 (2022 - $Nil). For the year ended August 31, 2023, the Company recorded an accretion expense of $91,239 (2022 - $Nil).

10. TRADE PAYABLES AND ACCRUED LIABILITIES

The Company's trade payables and accrued liabilities are principally comprised of amounts for administrative and exploration activities. These are broken down as follows:

As at	**August 31, 2023** $	August 31, 2022 $
Trade payables	**2,313,191**	1,223,810
Accrued liabilities	**282,371**	110,846
Trade payables and accrued liabilities	**2,595,562**	1,334,656

11. PROVISIONS

The Company has an obligation to settle the MLDS Subsequent Cash Payment, the Machacala Subsequent Payment and the SFJ Subsequent Payment. The fair value of the obligations was initially recognized as a discounted amount by using a risk-adjusted discount rate of 12%, which will be accreted to the face value during the term of the payments.

	MLDS $	**Machacala** $	**Urumalqui** $	**Total** $
As at August 31, 2021	-	-	-	-
Additions	3,039,584	2,750,706	144,774	5,935,064
Add: Accretion	39,803	41,398	2,179	83,380
Effect of movements in exchange rates	58,926	-	-	58,926
As at August 31, 2022	**3,138,313**	**2,792,104**	**146,953**	**6,077,370**
Add: Accretion	384,653	160,185	8,431	553,269
Effect of movements in exchange rates	89,887	-	-	89,887
Less: Payment	(403,400)	-	-	(403,400)
Disposal	-	(2,952,289)	(155,384)	(3,107,673)
As at August 31, 2023	**3,209,453**	**-**	**-**	**3,209,453**
Current portion	**652,249**	**-**	**-**	**652,249**
Long-term portion	**2,557,204**	**-**	**-**	**2,557,204**

11. PROVISIONS (continued)

During the year ended August 31, 2023, the Company recognized $553,269 accretion cost (2022 - $Nil) with a corresponding increase in the carrying value of the provisions. In February 2023, the Company terminated the acquisition agreement for Machacala mine project and the Urumalqui project. As a result, the Company wrote off the provisions for the Machacala Subsequent Payment and the SFJ Subsequent Payment.

As of August 31, 2023, the carrying value of the provisions was $3,209,453 (2022 – $6,077,370) of which $652,249 (2022 - $654,790) was classified as a current liability.

12. RELATED PARTY TRANSACTIONS

The Company's related parties consist of key management personnel and companies owned directly or indirectly by key management personnel.

Key management personnel compensation

Key management personnel include persons having the authority and responsibility for planning, directing and controlling the activities of the Company as a whole. The Company has determined that key management personnel consist of executive and non-executive members of the Board of Directors and corporate officers.

The remuneration of key management personnel for the years ended August 31, 2023 and 2022 as follows:

	August 31, 2023	August 31, 2022
	$	$
Advisory fees	**48,750**	-
Consulting fees	**548,818**	52,500
Director and management fees	**259,500**	327,775
Investor relations fee	**-**	76,263
Professional fees	**1,876**	-
Rent	**8,000**	-
Share-based compensation	**61,806**	388,553
Total	**928,750**	845,091

Amounts due to and from key management personnel

As at August 31, 2023, a total amount of $627,898 (2022 - $147,004) was due to key management personnel and was included in trade payables and accrued liabilities. This amount is non-interest bearing and due on demand.

	August 31, 2023	August 31, 2022
	$	$
Due to a company controlled by the CEO	128,410	69,973
Due to the spouse of the CEO	5,000	-
Due to a company controlled by the former CFO	17,758	-
Due to a company controlled by the former VP Global Exploration	236,941	-
Due to companies controlled by directors	219,951	61,806
Due to companies controlled by a former director	9,250	15,225
Due to the spouse of a former director	10,588	-
Total	**627,898**	147,004

12. RELATED PARTY TRANSACTIONS (continued)

Other related party transactions

The acquisition of Calipuy was a related-party transaction. Antonios Maragakis, who was the chief executive officer and a director of Calipuy, is also a director and the chief operating officer of the Company. In addition, Shane Williams, a director of the Company, was also a director of Calipuy.

During the year ended August 31, 2023, the Company entered into debt settlement agreements with various former and current related parties to settle and aggregate debt of $256,366 and issued 260,780 common shares valued at $255,569, resulting in a gain on settlement of debt of $797.

13. SHARE CAPITAL

Authorized share capital

The Company has an authorized share capital of an unlimited number of common shares with no par value.

Subsequent to the year ended August 31, 2023, the Company consolidated the issued share capital on the basis of ten (10) old common shares for one (1) new common share ("the Consolidation"). Outstanding stock options and warrants were adjusted by the Consolidation ratio. All common shares and per common share amounts in these Financial Statements have been retroactively restated to reflect the Consolidation.

As at August 31, 2023, the Company had 12,787,483 common shares issued and outstanding.

Share issuance

Share transactions for year ended August 31, 2023

During the year ended August 31, 2023, the Company issued an aggregate of 3,270,000 common shares valued at $2,639,000 to Crescita pursuant to the amended drawdown agreement (Note 7). In connection with the drawdown, deferred financing charge valued at $316,913 being amortized and classified as share issue costs.

During the year ended August 31, 2023, the Company entered into debt settlement agreements with various vendors to settle and aggregate debt of $2,111,652 and issued 2,125,517 common shares valued at $1,782,390, resulting in a gain on settlement of debt of $329,262.

On December 21, 2022, pursuant to the amendment to the MLDS agreement (Note 4), the Company issued 25,000 shares valued at $40,000 to Condor as a consideration in lieu of rescheduling the payments.

On January 6, 2023, the Company issued 21,680 common shares valued at $33,000 to the optionors of the Dale Property as part of the required option payment (Note 4).

Share transactions for year ended August 31, 2022

On June 29, 2022, the Company issued an aggregate of 1,916,548 common shares of the Company with a fair value of $8,911,950 to acquire Calipuy (Note 19).

During the year ended August 31, 2022, the Company entered into debt settlement agreement with various vendors to settle an aggregate debt of $412,069 and issued 68,675 common shares valued at $322,294 resulting in a gain on settlement of $89,775.

On May 5, 2022, the Company issued 53,333 common shares valued at $464,000 as a consideration for the financing fee to Crescita for the additional $5,000,000 equity drawdown commitment (Note 7).

On January 6, 2022, the Company issued 156,495 common shares at a price of $6.39 per share to Crescita as a consideration against $1,000,000 withdrawn from the Facility (Note 7).

13. SHARE CAPITAL (continued)

Share issuance (continued)

On January 6, 2022, pursuant to the option agreement for Dale Property, the Company issued 3,030 common shares at a price of $9.90 per share (Note 4).

On December 17, 2021, the Company issued 252,500 common shares at a price of $11.10 per share to Goldco in relation to the Securities Exchange Agreement pursuant to which the Company acquired all of the issued and outstanding securities of Goldco (Note 19).

On December 23, 2021, the Company issued 509,573 common shares at a price of $10.80 per share in relation to the acquisition of the Maverick Springs project and the Battle Mountain portfolio (Note 4).

Treasury stock to be cancelled

On February 18, 2023, 121,030 common shares were returned to treasury with a fair value of $114,978 as a result of the termination of Machacala mine project and Urumalqui project (Note 4).

Escrow securities

Escrow securities are released over a period of 36 months from the date the Company was listed on a Canadian exchange. Of the initial Escrow securities, 10% were released on the date the Company's securities were listed on the Canadian Stock Exchange on August 3, 2021, and an additional 15% every six months following the completion of the first release.

As at August 31, 2023, 130,185 common shares and 86,250 share purchase warrants were held in escrow.

Share subscriptions received in advance

During the year ended August 31, 2023, the Company received $1,934,500 from the Facility, issued 3,270,000 common shares valued at $2,639,000 and reserved $965,500 value of common shares for future issuance.

Warrants

No warrant activity was initiated during the year ended August 31, 2023.

The following table summarizes the continuity of the Company's share purchase warrants:

	Number of warrants	Weighted average exercise price $
Balance, August 31, 2021	2,821,905	1.00
Issued	383,309	20.00
Balance, August 31, 2022 and 2023	**3,205,214**	**3.35**

13. SHARE CAPITAL (continued)

Warrants (continued)

As at August 31, 2023, the following warrants were outstanding:

Number of warrants outstanding	Exercise price $	Expiry date	Weighted average remaining contracted life (years)
1,482,500	1.00	September 2, 2023[2]	0.01
339,405	1.00	October 1, 2023[1][2]	0.08
1,000,000	1.00	March 6, 2025	1.52
383,309[1]	20.00	See below	3.83
3,205,214			**0.94**

(1) Performance bonus warrants
(2) Expired subsequent to the year ended August 31, 2023

As at August 31, 2022, the following warrants were outstanding:

Number of warrants outstanding	Exercise price $	Expiry date	Weighted average remaining contracted life (years)
1,482,500	1.00	September 2, 2023	1.01
339,405	1.00	October 1, 2023	1.08
1,000,000	1.00	March 6, 2025	2.52
383,309	20.00	See below	4.83
3,205,214			1.94

Performance warrants

On June 28, 2022, in connection with the acquisition of Calipuy (Note 19), the Company granted 383,309 performance bonus warrants to acquire an aggregate of 383,309 common shares of the Company. Each performance bonus warrant is exercisable into one common share of the Company at an exercise price of $20.00 per share expiring on the earlier of (i) three years from the exercise eligibility date, subject to achievement of bonus performance target that is tied to producing a minimum production target of 9,000 tons of ore yielding a minimum of 1,500 oz gold within a 30-day production period, and (ii) five years from the date of issuance of the performance warrants.

Stock options

The Company has an Omnibus Equity Incentive Plan (the "2022 Plan") that supersedes the 2020 rolling stock option plan. The 2022 Plan is a 10% rolling plan that provides flexibility to the Company to grant equity-based incentive awards in the form of stock options, restricted share units, performance share units and deferred share units. Pursuant to the 2022 Plan the Company may reserve up to a maximum of 10% of the issued and outstanding common shares at the time of grant pursuant to awards granted under the 2022 Plans to directors, employees and consultants of the Company.

Transactions during the year ended August 31, 2023

On July 19, 2023, the Company granted stock options to certain directors and consultants of the Company to purchase an aggregate of 287,500 common shares of the Company at an exercise price of $0.50 per common share expiring July 19, 2026.

13. SHARE CAPITAL (continued)

Stock options (continued)

The fair value of these stock options was determined to be $63,462 using the Black-Scholes Option Pricing Model using the following assumptions:

Risk-free annual interest	4.04%
Expected volatility	159%
Expected life of option	3 years
Expected annual dividend	0%

Transactions during the year ended August 31, 2022

On February 2, 2022, the Company granted 15,000 stock options to a director of the Company. The stock options have an exercise price of $12.10 per common share expiring February 2, 2027.

The fair value of these stock options was determined to be $135,330 using the Black-Scholes Option Pricing Model using the following assumptions:

Risk-free annual interest	1.39%
Expected volatility	100.00%
Expected life of option	5 years
Expected annual dividend	0%

On November 4, 2021, the Company granted 15,000 stock options to a consultant of the Company. The stock options have an exercise price of $13.20 per common share expiring November 4, 2026.

The fair value of these stock options was determined to be $147,912 using the Black-Scholes Option Pricing Model using the following assumptions:

Risk-free annual interest	1.61%
Expected volatility	100.00%
Expected life of option	5 years
Expected annual dividend	0%

On October 26, 2021, the Company granted 25,000 stock options to a director and officer of the Company. The stock options have an exercise price of $13.70 per common share expiring October 26, 2026.

The fair value of these stock options was determined to be $253,223 using the Black-Scholes Option Pricing Model using the following assumptions:

Risk-free annual interest	0.42%
Expected volatility	100.00%
Expected life of option	5 years
Expected annual dividend	0%

13. SHARE CAPITAL (continued)

Stock options (continued)

The following table summarizes the continuity of the Company's stock options:

	August 31, 2023		August 31, 2022	
	Number of options	**Weighted-average exercise price**	Number of options	Weighted-average exercise price
		$		$
Outstanding, beginning	**275,000**	**3.40**	220,000	1.00
Granted	**287,500**	**0.50**	55,000	13.10
Expired/Cancelled	**(100,000)**	**1.00**	-	-
Outstanding, ending	**462,500**	**2.12**	275,000	3.40

The following table summarizes information regarding stock options outstanding and exercisable as at August 31, 2023:

Expiry date	**Number of options**	**Exercise price $**	**Remaining life in years**
November 20, 2025	70,000	1.00	2.22
December 31, 2025	50,000	1.00	2.34
October 26, 2026	25,000	13.70	3.16
November 4, 2026	15,000	13.20	3.18
July 19, 2026	287,500	0.50	2.88
February 2, 2027	15,000	12.10	3.43
	462,500	10.03	2.77

The following table summarizes information regarding stock options outstanding and exercisable as at August 31, 2022:

Expiry date	**Number of options**	**Exercise price $**	**Remaining life in years**
November 20, 2025	110,000	1.00	3.22
December 31, 2025	50,000	1.00	3.34
April 15, 2026	60,000	1.00	3.62
October 26, 2026	25,000	13.70	4.16
November 4, 2026	15,000	13.20	4.18
February 2, 2027	15,000	12.10	4.43
	275,000	3.40	3.53

14. SUPPLEMENTAL CASH FLOW INFORMATION

During the years ended August 31, 2023 and 2022, the Company had the following non-cash investing and financing activity:

	Year ended	
	August 31, 2023	August 31, 2022
	$	$
Non-cash investing activities:		
Fair value of shares issued for exploration and evaluation assets	**73,000**	5,533,392
Issuance of convertible debentures for exploration and evaluation assets	**2,000,000**	-
Issuance of promissory notes for exploration and evaluation assets	**544,101**	-
Non-cash financing activities:		
Fair value of shares issued for debt settlements	**1,782,390**	322,294
Fair value of shares issued as deferred finance charge	**-**	464,000

15. FINANCIAL INSTRUMENTS

Categories of financial instruments

	Fair Value Hierarchy	**August 31, 2023**	August 31, 2022
		$	$
FINANCIAL ASSETS			
Financial assets, at amortized costs			
Cash	N/A	**8,890**	5,021
Amounts receivable	N/A	**11,446**	96,633
Financial assets, at fair value through profit and loss			
Investment	Level 3	**2,041,634**	-
Total financial assets		**2,061,970**	101,654
Other liabilities, at amortized cost			
Loans payable	N/A	**3,129,060**	2,518,082
Trade payables and accrued liabilities	N/A	**2,595,562**	1,334,656
Convertible debenture	N/A	**1,657,532**	-
Provisions	N/A	**652,249**	6,077,370
Total financial liabilities		**8,034,403**	9,930,108

The Company is exposed through its operations to the following financial risks:

- Market Risk
- Credit Risk
- Liquidity Risk
- Currency Risk

In common with all other businesses, the Company is exposed to risks that arise from its use of financial instruments. This note describes the Company's objectives, policies and processes for managing those risks and the methods used to measure them. Further quantitative information in respect of these risks is presented throughout these financial statements.

There have been no substantive changes in the Company's exposure to financial instrument risks, its objectives, polices and processes for managing those risks or the methods used to measure them from previous years unless otherwise stated in the note.

15. FINANCIAL INSTRUMENTS (continued)

General Objectives, Policies and Processes

The Board of Directors has overall responsibility for the determination of the Company's risk management objectives and policies and, whilst retaining ultimate responsibility for them, it has delegated the authority for designing and operating processes that ensure the effective implementation of the objectives and policies to the Company's finance function. The Board of Directors receives monthly reports through which it reviews the effectiveness of the processes put in place and the appropriateness of the objectives and policies it sets.

The overall objective of the Board of Directors is to set policies that seek to reduce risk as far as possible without unduly affecting the Company's competitiveness and flexibility. Further details regarding these policies are set out below.

Market Risk
Market risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market prices. Market prices are comprised of two types of risk: interest rate risk and equity price risk.

Interest Rate Risk
Interest rate risk is the risk that future cash flows will fluctuate as a result of changes in market interest rates. The Company does not have any borrowings. Interest rate risk is limited to potential decreases on the interest rate offered on cash and cash equivalents held with chartered Canadian financial institutions. This risk is considered minimal.

Credit Risk
Credit risk is the risk of financial loss to the Company if a customer or counterparty to a financial instrument fails to meet its contractual obligations. The Company's credit risk is primarily attributable to its cash. The Company limits exposure to credit risk by maintaining its cash with major financial institutions.

Liquidity Risk
Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they become due. The Company manages liquidity risk by maintaining adequate cash and restricted cash balances. The Company continuously monitors both actual and forecasted cash flows and matches the maturity profile of financial assets and liabilities.

As at August 31, 2023, the Company had a cash balance of $8,890 (2022 – $5,021) and amounts receivable of $11,446 (2022 – $96,633) to settle current liabilities due in twelve months or less of $6,376,871 (2022 – $4,507,528) and carry out its planned exploration program in the coming year. Management seeks additional financing through the issuance of equity instruments to continue its operations.

There can be no assurance it will be able to do so. As at August 31, 2023, the Company has access to $2,895,500 through its Equity Drawdown Facility.

Currency Risk

The Company may be exposed to currency risk by incurring certain expenditures in currencies other than the Canadian dollar. The Company does not use derivative instruments to reduce its currency risk.

15. FINANCIAL INSTRUMENTS (continued)

Determination of Fair Value

Fair values have been determined for measurement and/or disclosure purposes based on the following methods. When applicable, further information about the assumptions made in determining fair values is disclosed in the notes specific to that asset or liability.

Financial instruments measured at fair value are classified into one of three levels in the fair value hierarchy according to the relative reliability of the inputs used to estimate the fair values. The three levels of the fair value hierarchy are:

Level 1 – Unadjusted quoted prices in active markets for identical assets and liabilities

Level 2 – Inputs other than quoted prices that are directly or indirectly observable for the asset or liability; and

Level 3 – Inputs that are not based on observable market data.

When applicable, further information about the assumptions made in determining fair values is disclosed in the notes specific to that asset or liability.

The carrying amounts for cash, amount receivable and trade payable, loan payable, convertible debenture and future acquisition payments approximate fair value due to their short-term nature.

Within Level 3, the Company includes private company investments which are not quoted on an exchange. The key assumptions used in the valuation of these instruments include (but are not limited to) company-specific information used in modelling, the valuation and share performance of comparable publicly-traded companies, trends in general market conditions, the value at which a recent financing was done by the investee, liquidation analysis and a strategic review.

For investments valued based on trends in comparable entities, general market conditions and specific company information, the inputs used can be highly judgmental. A 10% change on the fair value (i.e. recent transaction price) of this investment will result in a corresponding $204,000 (2022 - $Nil) change in the total fair value of the investments. While this illustrates the overall effect of changing the values of the unobservable inputs by a set percentage, the significance of the impact and the range of reasonably possible alternative assumptions may different significantly between investments, given their different terms and circumstances.

The sensitivity analysis is intended to reflect the uncertainty inherent in the valuation of these investments under current market conditions, and its results cannot be extrapolated due to non-linear effects that changes in valuation assumptions may have on the fair value of the investments.

Furthermore, the analysis does not indicate a probability of such changes occurring and it does not necessarily represent the Company's view of expected future changes in the fair value of this investment. Any management actions that may be taken to mitigate the inherent risks are not reflected in this analysis.

16. CAPITAL DISCLOSURES

The Company's objectives when managing capital are to maintain an appropriate capital base in order to:

(i) Advance the Company's corporate strategies to create long-term value for its stakeholders;
(ii) Sustain the Company's operations and growth throughout metals and materials cycles; and
(iii) Ensure compliance with the covenants of any applicable credit facility and other financing facilities used from time to time.

The Company monitors its capital and capital structure on an ongoing basis to ensure it is sufficient to achieve the Company's short-term and long-term strategic objectives. Management primarily funds the Company's exploration by issuing share capital, rather than using other capital sources that require fixed repayments of principal and interest. Management closely monitors its cash balance. The balance of cash as at August 31, 2023, was $8,890 (2022 – $5,021).

There are presently no formal capital requirements with which the Company has not complied.

Management reviews its capital management approach on an ongoing basis and believes that this approach, given the relative size of the Company, is appropriate. There were no changes to capital management during the year ended August 31, 2023.

17. SEGMENTED INFORMATION

The Company's business activity is exploration and development of exploration and evaluation properties carried out in Canada, Peru, and the United States of America.

	August 31, 2023		
	Exploration and evaluation assets	**Deferred financing charges**	**Net loss**
	$	**$**	**$**
Canada	-	423,538	(12,309,507)
United States	1,561,790	-	-
Peru	11,795,230	-	15,849
Total	**13,357,020**	**423,538**	**(12,293,658)**

	August 31, 2022		
	Exploration and evaluation assets	**Deferred financing charges**	**Net loss**
	$	**$**	**$**
Canada	239,595	740,451	(4,544,133)
United States	10,956,486	-	-
Peru	14,895,689	-	(412,927)
Total	**26,091,770**	**740,451**	**(4,957,060)**

18. COMMITMENTS AND CONTINGENCIES

During the year ended August 31, 2021, the Company signed a binding Letter of Intent (the "LOI") to acquire 100% of the issued and outstanding shares in Plutus Gold Corp., which holds the option to acquire the Snowbird High-Grade Gold Project ("Snowbird Project").

For the years ended August 31, 2023 and 2022, the Company expensed all exploration costs incurred on the Snowbird Project as the definitive agreement is yet to close.

19. ACQUISITIONS

Calipuy Resources Inc.

On June 28, 2022, the Company acquired all of the issued and outstanding common shares of Calipuy, which, through its subsidiaries, holds a 100-per-cent interest in two past-producing high-grade gold-silver mines: the Lucero mine, the Machacala mine project and Urumalqui project.

The acquisition was accounted for as an asset acquisition as Calipuy did not meet the definition of a business under IFRS 3, Business Combination.

On closing of the acquisition, the Company acquired all of the issued and outstanding shares of Calipuy by issuing on a pro rata basis to the shareholders of Calipuy the following:

(i) 1,916,548 common shares of the Company at an issue price of $4.65 per share (issued) (Note 13); and
(ii) Performance bonus warrants to acquire an aggregate of 383,309 common shares of the Company. Each performance bonus warrant is exercisable into one common share of the Company at an exercise price of $20.00 per share expiring on the earlier of (i) three years from the exercise eligibility date, subject to achievement of bonus performance target that is tied to producing a minimum production target of 9,000 tons of ore yielding a minimum of 1,500 oz gold within a 30-day production period, and (ii) five years from the date of issuance of the performance warrants.

The Company may accelerate the expiry of the performance bonus warrants if the common shares of the Company have a closing price greater than $35.00 per share for a period of 10 consecutive trading days on the Exchange at any time after closing. The holders of the performance bonus warrants will not have the right to exercise the performance bonus warrants until projects carried out on the properties have cumulatively reached a minimum production target of 9,000 tons of ore yielding a minimum of 1,500 ounces gold within a 30-day production period and the Company provides notice of achievement of the bonus performance target by news release.

An aggregate of 1,297,150 consideration shares and 259,429 performance bonus warrants will be subject to a lock-up agreement, whereby 50% will be released from lock-up six months from closing and the remaining 50% will be released 12 months from closing. The balance of the consideration shares, other than those held by U.S. persons, are not subject to any resale restrictions under applicable securities laws.

The purchase price was allocated as follows:

Total consideration paid	**8,911,950**
Share consideration paid	8,911,950
Assets acquired and liabilities assumed	**8,911,950**
Cash received	24,946
Accounts receivable	49,712
Accounts payable	(115,081)
Provisions (Note 11)	(5,935,064)
Exploration and evaluation assets (Note 4)	14,887,437

Goldco

On December 17, 2021, the Company closed a Securities Exchange Agreement with Goldco. Under the terms of the Securities Exchange Agreement, the Company has acquired all of the issued and outstanding shares of Goldco in exchange for a $300,000 cash payment (paid) and 252,500 common shares of the Company (issued, valued at $2,802,750) (Notes 4 and 13).

The acquisition was accounted for as an asset acquisition as Goldco did not meet the definition of a business under IFRS 3, Business Combination.

The purchase price of $3,102,750 was allocated to the Nevada Portfolio exploration and evaluation assets at August 31, 2022 (Note 4).

20. INCOME TAX

A reconciliation of income taxes at statutory rates with the reported taxes is as follows:

	2023 $	2022 $
Loss before income taxes	(12,293,658)	(4,957,060)
Expected income tax recovery	3,319,287	1,338,406
Non-deductible permanent differences	66,799	(126,561)
Change in prior year estimates	401,684	-
Effect of foreign tax rates	(396)	10,323
Deferred tax assets acquired	-	15,533
Unrecognized tax benefits	(3,787,374)	(1,237,701)
Total income tax recovery	-	-

The significant components of the Company's deferred income tax assets that have not been included on the consolidated statements of financial position are as follows:

	2023 $	2022 $
Deferred income tax assets:		
Non-capital loss carryforwards	2,600,842	940,645
Exploration and evaluation assets	2,475,196	411,820
Share issue costs	82,200	18,399
	5,158,238	1,370,864
Deferred tax assets not recognized	(5,158,238)	(1,370,864)
Net deferred tax assets	-	-

The tax pools relating to these deductible temporary differences expire as follows:

	Expiry Date Range
Temporary Differences	
Non-capital losses available for future period (Canada)	2041-2043
Share issue costs	2024-2027

21. SUBSEQUENT EVENTS

In September 2023, the Company completed a non-brokered financing of 145 corporate note units (each, a "Unit") at a price of $1,000 per Unit for gross proceeds of $145,000, of which $20,000 was received during the year ended August 31, 2023 and included in trade payables and accrued liabilities. Each Unit will be composed of (i) $1,000 in principal amount of an unsecured note (the "Note"), and (ii) 2,000 common share purchase warrants (each, a "Warrant"). Each warrant will be exercisable into a common share of the Company at a price of $0.50 per share for three years from issuance. The Note will bear interest at 18% simple interest per annum (calculated not in advance), have a maturity date of 24 months from issuance and will be open for prepayment after 60 days.

In September 2023, The Company, through its subsidiary, Synergy, entered into a loan agreement with a third-party whereby the third-party loaned $200,000 to Synergy for startup capital, marketing fees, legal fees, listing fees and exploration of the Dale Property for the purposes of preparing for an amalgamation between the Synergy and the third-party. The loan shall be subject to an interest rate of 14% per annum with no payments due in the first calendar year. In year two onward, Synergy agrees to repay the loan amount, together with any accrued interest, in 12 equal consecutive installments of $20,000 each, payable on the fifteenth of each month, starting from a date yet to be determined. The final installment shall include any remaining principal balance, accrued interest, and any outstanding fees or charges. In the event that either Synergy or the third-party are no longer working towards the proposed amalgamation then the entire loan amount, together with any accrued interest, and any outstanding fees or charges, shall become due on demand at the third party's discretion.

On December 19, 2023, the Company and Condor have agreed to reschedule the US$500,000 payment due on or before December 31, 2023, into two tranches. Twenty five percent of the payment (US$125,000) will be satisfied now by the issuance of common shares of the Company. The balance of US$375,000 is due on or before March 31, 2024. As consideration for the rescheduled payments, the Company will issue a bonus of US$12,500 to Condor, payable in the Company's shares. All other terms of the sale of Minas Lucero del Sur S.A.C. remain unchanged (Note 4). On February 2, 2024, the Company issued 1,152,422 common shares to Condor.

On December 28, 2023, the Company completed a non-brokered private placement of 5,309,735 common shares at a price of $0.113 per share for gross proceeds of $600,000.

On January 12, 2024, the Company entered into debt settlement agreement with various vendors to settle an aggregate debt of $303,000 and issued 3,030,000 common shares.

In connection with the option agreement to purchase Maverick Springs, Green Power and the Company have entered into an additional letter deed on January 12, 2024 that extends the option period to the earlier of July 10, 2024 or the completion or termination of the Maverick Springs Transaction (Note 4).

$2,000,000 of the loan payable in connection with the amendment of the equity drawdown facility agreement, on July 18, 2022, was assigned to a new third-party lender. The Company entered into a debt settlement agreement with the third-party lender to settle an aggregate debt of $2,000,000 and issued 20,000,000 common shares (Note 8).

In connection with the equity drawdown facility agreement, the Company issued 8,651,956 common shares valued at $930,000 (Note 7).

SCHEDULE K
SPINCO AUDITED FINANCIAL STATEMENTS

Please see attached.

Synergy Metals Corp.

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2025, AND
FOR THE PERIOD FROM INCORPORATION ON JUNE 1, 2023 TO FEBRUARY 29, 2024

(Expressed in Canadian Dollars)

SHIM & Associates LLP
Chartered Professional Accountants
Suite 900 – 777 Hornby Street
Vancouver, B.C. V6Z 1S4
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INDEPENDENT AUDITOR'S REPORT

To the Shareholders of Synergy Metals Corp.

Opinion
We have audited the accompanying consolidated financial statements of Synergy Metals Corp. (the "Company") which comprise the consolidated statements of financial position as at February 28, 2025 and February 29, 2024, and the consolidated statements of loss and comprehensive loss, changes in shareholders' equity and cash flows for the year ended February 28, 2025 and the period from the date of incorporation on June 1, 2023 to February 29, 2024 and notes to the consolidated financial statements, including material accounting policy information.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Company as at February 28, 2025 and February 29, 2024, and its consolidated financial performance and its consolidated cash flows for the year ended February 28, 2025 and the period from the date of incorporation on June 1, 2023 to February 29, 2024 in accordance with IFRS Accounting Standards ("IFRS").

Basis for Opinion
We conducted our audits in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are independent of the Company in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty Related to Going Concern
We draw attention to Note 1 of the consolidated financial statements, which indicates that a material uncertainty exists that may cast significant doubt on the Company's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Key Audit Matters
Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the consolidated financial statements for the year ended February 28, 2025. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Except for the matter described in the *Material Uncertainty Related to Going Concern* section, we have determined that there are no key audit matters to communicate in our auditor's report.

Other Information
Management is responsible for the other information. The other information comprises the information, other than the financial statements and our auditor's report thereon, included in Management's Discussion and Analysis report.

Our opinion on the consolidated financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information, and in doing so, consider whether the other information is materially inconsistent with the financial statements, or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with IFRS, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but it is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure, and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Plan and perform the group audit to obtain sufficient appropriate audit evidence regarding the financial information of the entities or business units within the Company as a basis for forming an opinion on the group financial statements. We are responsible for the direction, supervision and review of the audit work performed for purposes of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

The engagement partner on the audit resulting in this independent auditor's report is Dong H. Shim.

SHIM & Associates LLP

CHARTERED PROFESSIONAL ACCOUNTANTS
Vancouver, Canada
March 22, 2026

SYNERGY METALS CORP.
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
AS AT FEBRUARY 28, 2025 AND FEBRUARY 29, 2024
(Expressed in Canadian Dollars)

	February 28, 2025	February 29, 2024
ASSETS		
Current assets		
Due from a related party (Note 8)	**$ -**	$ 35,446
Prepaid expenses (Note 8)	**-**	7,500
Total current assets	**-**	42,946
Non-current assets		
Exploration and evaluation assets (Note 4)	**632,998**	426,373
TOTAL ASSETS	**$ 632,998**	$ 469,319
LIABILITIES		
Current liabilities		
Accounts payable and accrued liabilities (Notes 5 and 8)	**$ 105,359**	$ 12,865
Due to related party (Note 8)	**17,594**	-
Current portion of loan payable (Note 6)	**238,819**	100,000
Total current liabilities	**361,772**	112,865
Non-current liabilities		
Loan payable (Note 6)	**-**	112,044
TOTAL LIABILITIES	**361,772**	224,909
SHAREHOLDERS' EQUITY		
Share capital (Note 7)	**458,592**	330,131
Accumulated deficit	**(187,366)**	(85,721)
TOTAL SHAREHOLDERS' EQUITY	**271,226**	244,410
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	**$ 632,998**	$ 469,319

Nature of operations and going concern (Note 1)
Subsequent event (Note 13)

These consolidated financial statements were approved for issue by the Board of Directors on March 22, 2026 and are signed on its behalf by:

On behalf of the Board:

"James Tworek"	Director	"Robert Bain"	Director

SYNERGY METALS CORP.
CONSOLIDATED STATEMENTS OF LOSS AND COMPREHENSIVE LOSS
FOR THE YEAR ENDED FEBRUARY 28, 2025 AND
FOR THE PERIOD FROM INCORPORATION ON JUNE 1, 2023 TO FEBRUARY 29, 2024
(Expressed in Canadian dollars)

	Year ended February 28, 2025	Period from incorporation on June 1, 2023 to February 29, 2024
EXPENSES		
Advisory fees	**$ -**	$ 15,000
Accretion expense (Note 6)	**26,775**	12,044
Management fees (Note 8)	**30,000**	17,644
Office expense	**-**	143
Professional fees	**44,870**	40,890
	(101,645)	(85,721)
Loss and comprehensive loss for the period	**$ (101,645)**	$ (85,721)
Basic and diluted loss per common share	**$ (0.04)**	$ (0.04)
Weighted average number of common shares outstanding	**2,573,452**	2,128,571

SYNERGY METALS CORP.
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
(Expressed in Canadian dollars)

	Number of shares	Share capital	Deficit	Total shareholders' equity
June 1, 2023 (Incorporation)	**-**	**$ -**	**$ -**	**$ -**
Shares issued for exploration and evaluation assets	2,000,000	276,260	-	276,260
Shares issued for exploration and evaluation option payments	390,000	53,871	-	53,871
Loss and comprehensive loss for the period	-	-	(85,721)	(85,721)
February 29, 2024	**2,390,000**	**330,131**	**(85,721)**	**244,410**
Shares issued for exploration and evaluation option payments	930,000	128,461	-	128,461
Loss and comprehensive loss for the year	-	-	(101,645)	(101,645)
February 28, 2025	**3,320,000**	**$ 458,592**	**$ (187,366)**	**$ 271,226**

The accompanying notes are an integral part of these consolidated financial statements.

SYNERGY METALS CORP.
CONSOLIDATED STATEMENTS OF CASH FLOW
FOR THE YEAR ENDED FEBRUARY 28, 2025 AND
FOR THE PERIOD FROM INCORPORATION ON JUNE 1, 2023 TO FEBRUARY 29, 2024
(Expressed in Canadian dollars)

		Year ended February 28, 2025		Period from incorporation on June 1, 2023 to February 29, 2024
CASH FLOWS FROM OPERATING ACTIVITIES				
Net loss for the period	**$**	**(101,645)**	$	(85,721)
Items not affecting cash:				
Accretion expense		**26,775**		12,044
Changes in non-cash operating working capital:				
Prepaid expenses		**7,500**		(7,500)
Accounts payable and accrued liabilities		**22,590**		12,865
Net cash used in operating activities		**(44,780)**		(68,312)
CASH FLOWS FROM INVESTING ACTIVITIES				
Exploration and evaluation assets		**(8,260)**		(96,242)
Net cash used in investing activities		**(8,260)**		(96,242)
CASH FLOWS FROM FINANCING ACTIVITIES				
Due to/from related party		**53,040**		(35,446)
Cash received from loan		**-**		200,000
Net cash provided by financing activities		**53,040**		164,554
Change in cash during the period, being cash at the end of period	**$**	**-**	$	-
Cash paid for interest	**$**	**-**	$	-
Cash paid for income taxes	**$**	**-**	$	-

During the year ended February 28, 2025, the Company had the following non-cash transactions affecting cash flows from investing and financing activities:

- The Company issued 930,000 common shares, valued at $128,461 for option payments on its exploration and evaluation assets (Note 4).
- Included in accounts payable as at February 28, 2025 is $69,904 of exploration and evaluation expenditures.

During the period ended February 29, 2024, the Company had the following non-cash transactions affecting cash flows from investing and financing activities:

- The Company issued 2,000,000 common shares, valued at $276,260 for the acquisition of exploration and evaluation assets (Note 4).
- The Company issued 390,000 common shares, valued at $53,871 for option payments on its exploration and evaluation assets (Note 4).

The accompanying notes are an integral part of these consolidated financial statements.

1. Nature of Operations and Going Concern

Synergy Metals Corp. (the "Company") was incorporated on June 1, 2023 under the Business Corporations Act (British Columbia), as a wholly owned subsidiary of Element79 Gold Corp. ("Element79"), a Canadian publicly listed company. The Company's principal office is located at Suite 1100 – 1111 Melville Street, Vancouver, BC, Canada, V6E 3V6.

The Company is in the mineral exploration business and has not yet determined whether its mineral property interests contain reserves. The recoverability of amounts capitalized for mineral property interests is dependent upon the ability of the Company to arrange appropriate financing as needed, the discovery of reserves, the development of its properties, confirmation and maintenance of the Company's interest in the underlying properties, the receipt of necessary permitting and upon future profitable production or proceeds from the disposition thereof.

As at February 28, 2025, the Company had a working capital deficiency of $361,772 (2024 - $69,919) and an accumulated deficit of $187,366 (2024 - $85,721).

There can be no assurance that the Company will be able to secure financing in the future. These factors indicate the existence of material uncertainties that may cast significant doubt about the Company's ability to continue as a going concern, and accordingly, the appropriateness of the use of accounting principles applicable to a going concern. The Company has not yet determined whether its properties contain economically recoverable reserves and expects to incur further losses in the exploration of its properties.

These consolidated financial statements have been prepared in accordance with IFRS Accounting Standards ("IFRS") on a going concern basis, which assumes that the Company will be able to realize its assets and discharge its liabilities in the normal course of business. These consolidated financial statements do not include adjustments to amounts and classifications of assets and liabilities that might be necessary should the Company be unable to continue operations. These adjustments could be material.

2. Basis of Preparation

Statement of Compliance

These consolidated financial statements have been prepared in accordance with the IFRS issued by the International Accounting Standards Board ("IASB") and interpretations of the International Financial Reporting Interpretations Committee ("IFRIC").

Basis of Measurement

The Company's consolidated financial statements have been prepared on the historical cost basis except for the revaluation of certain financial assets and financial liabilities to fair value. The consolidated financial statements are presented in Canadian dollars, which is the Company's functional currency unless otherwise stated.

Basis of Consolidation

The Company incorporated a wholly owned subsidiary, 1515041 B.C. Ltd., on December 9, 2024 under the Business Corporations Act (British Columbia). The consolidated financial statements include the accounts of the Company and 1515041 B.C. Ltd. The Company's subsidiary had not yet established any principal activities. The subsidiary is fully consolidated from the date the Company obtains control and continue to be consolidated until the date that control ceases. Control exists when the Company has the power, directly or indirectly, to govern the financial and operating policies of an entity as to obtain benefits from its activities. All inter-company balances have been eliminated upon consolidation.

3. Material Accounting Policies

(a) Critical Judgments and Sources of Estimation Uncertainty

The preparation of these consolidated financial statements requires management to make certain estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements and reported amounts of expenses during the reporting period. Actual outcomes could differ from these estimates. These consolidated financial statements include estimates which, by their nature, are uncertain. The impacts of such estimates are pervasive throughout the consolidated financial statements and may require accounting adjustments based on future occurrences. Revisions to accounting estimates are recognized in the period in which the estimate is revised and future periods if the revision affects both current and future periods. These estimates are based on historical experience, current and future economic conditions and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

Critical Judgments

The following are critical judgments that management has made in the process of applying accounting policies and that have the most significant effect on the amounts recognized in the consolidated financial statements:

(i) In preparing these consolidated financial statements on a going concern basis, as disclosed in note 1 of these consolidated financial statements, management assesses the Company's ability to continue as a going concern and whether there are events or conditions that may give rise to significant uncertainty.

(ii) The functional currency for the Company is the currency of the primary economic environment, and the Company reconsiders its functional currency if there is a change in events and conditions which determined the primary economic environment. Management has determined the functional currency of the Company to be the Canadian dollar.

(iii) Management is required to assess whether there is evidence of impairment in respect of exploration and evaluation assets. The triggering events for an impairment test are defined in IFRS 6. In making the assessment, management is required to make judgments on the status of each project and the future plans towards finding commercial reserves. The nature of exploration and evaluation activity is such that only a proportion of projects are ultimately successful, and some assets are likely to become impaired in future periods.

(iv) The assessment of the probability of future taxable income in which deferred tax assets can be utilized is based on the Company's estimate of future profits or losses adjusted for significant non-taxable income and expenses and specific limits to the use of any unused tax loss or credit. The tax rules in the jurisdictions in which the Company operates are also carefully taken into consideration. If a positive forecast of taxable income indicates the probable use of a deferred tax asset, especially when it can be utilized without a time limit, that deferred tax asset is usually recognized to the extent of the amount expected to be utilized. The recognition of deferred tax assets that are subject to certain legal or economic limits or uncertainties is assessed individually by management based on the specific facts and circumstances.

Estimation Uncertainty

The following are key assumptions concerning the future and other key sources of estimation uncertainty that have a significant risk of resulting in a material adjustment to the carrying amount of assets and liabilities within the next financial year:

(i) Decommissioning, restoration and similar liabilities are estimated based on the Company's interpretation of current regulatory requirements, constructive obligations and are measured at fair value.

(ii) Provisions for income taxes are made using the best estimate of the amount expected to be paid based on a qualitative assessment of all relevant factors. The Company reviews the adequacy of these provisions at the end of the reporting period. However, it is possible that at some future date an additional liability could result from audits by taxing authorities. Where the final outcome of these tax-related matters is different from the amounts that were originally recorded, such differences will affect the tax provisions in the period in which such determination is made.

(iii) The assessment of any impairment of non-current assets is dependent upon estimates of the recoverable amount that take into account factors such as reserves, economic and market conditions, recoverability of value added taxes and the useful lives of assets.

3. Material Accounting Policies (continued)

(b) Exploration and Evaluation Assets

Costs of investigations incurred before the Company has obtained the legal rights to explore an area are recognized in profit and loss as incurred Once legal rights to explore have been obtained, the Company follows the practice of capitalizing all costs relating to the acquisition of, exploration for and development of mineral properties and crediting all proceeds received against the cost of the related properties. Such costs include, but are not exclusive to, geological, geophysical studies, exploratory drilling and sampling. At such time as commercial production commences, these costs will be charged to operations on a unit-of-production method based on proven and probable reserves. The aggregate costs related to abandoned mineral properties are charged to operations at the time of any abandonment, or when it has been determined that there is evidence of a permanent impairment. An impairment charge relating to a mineral property is subsequently reversed when new exploration results or actual or potential proceeds on sale or farm out of the property result in a revised estimate of the recoverable amount, but only to the extent that this does not exceed the original carrying value of the property that would have resulted if no impairment had been recognized.

The recoverability of amounts shown for exploration and evaluation assets is dependent upon the discovery of economically recoverable reserves, the ability of the Company to obtain financing to complete development of the properties, and on future production or proceeds of disposition.

The Company recognizes in income, costs recovered on mineral properties when amounts received or receivable are in excess of the carrying amount.

Once the technical feasibility and commercial viability of the extraction of mineral resources in an area of interest are demonstrable, exploration and evaluation assets attributable to that area of interest are first tested for impairment and then reclassified to mining property and development assets.

All capitalized exploration and evaluation expenditures are monitored for indications of impairment. Where a potential impairment is indicated, assessments are performed for each area of interest. To the extent that an exploration expenditure is not expected to be recovered, it is charged to the results of operations.

(c) Decommissioning and rehabilitation liabilities

When obligations result from the acquisition, construction, development or normal operation of the assets, the Company recognizes liabilities for statutory, contractual, constructive or legal obligations, including those associated with the reclamation of exploration and evaluation assets. Along with a corresponding increase in the provision in the period incurred, the net present value of future cost estimates arising from the decommissioning of plant, site restoration work and other similar retirement activities is capitalized to the related asset.

The costs to prevent and control environmental impacts at specific properties are capitalized in accordance with the Company's accounting policy for exploration and evaluation assets; those of restoration projects that were included in the provision are recorded against the provision as incurred. The Company had no measurable rehabilitation obligation as at February 28, 2025.

(d) Financial Instruments

Recognition

The Company recognizes a financial asset or financial liability on the statement of financial position when it becomes party to the contractual provisions of the financial instrument. Financial assets are initially measured at fair value, and are derecognized either when the Company has transferred substantially all the risks and rewards of ownership of the financial asset, or when cash flows expire. Financial liabilities are initially measured at fair value and are derecognized when the obligation specified in the contract is discharged, cancelled or expired.

3. Material Accounting Policies (continued)

(d) Financial Instruments (continued)

Classification and Measurement

The Company determines the classification of its financial instruments at initial recognition. Financial assets and financial liabilities are classified according to the following measurement categories:

i) those to be measured subsequently at fair value, either through profit or loss ("FVTPL") or through other comprehensive income ("FVTOCI"); and,
ii) those to be measured subsequently at amortized cost.

The classification and measurement of financial assets after initial recognition at fair value depends on the business model for managing the financial asset and the contractual terms of the cash flows. Financial assets that are held within a business model whose objective is to collect the contractual cash flows, and that have contractual cash flows that are solely payments of principal and interest on the principal outstanding, are generally measured at amortized cost at each subsequent reporting period. All other financial assets are measured at their fair values at each subsequent reporting period, with any changes recorded through profit or loss or through other comprehensive income (which designation is made as an irrevocable election at the time of recognition).

After initial recognition at fair value, financial liabilities are classified and measured at either:

i) amortized cost;
ii) FVTPL.

Impairment of Financial Assets at Amortized Cost

The Company recognizes a loss allowance for expected credit losses on financial assets that are measured at amortized cost. At each reporting date, the Company measures the loss allowance for the financial asset at an amount equal to the lifetime expected credit losses if the credit risk on the financial asset has increased significantly since initial recognition. If at the reporting date, the financial asset has not increased significantly since initial recognition, the Company measures the loss allowance for the financial asset at an amount equal to the twelve month expected credit losses. The Company shall recognize in the consolidated statements of loss and comprehensive loss, as an impairment gain or loss, the amount of expected credit losses (or reversal) that is required to adjust the loss allowance at the reporting date to the amount that is required to be recognized.

Derecognition

i) Financial Assets

The Company derecognizes financial assets only when the contractual rights to cash flows from the financial assets expire, or when it transfers the financial assets and substantially all of the associated risks and rewards of ownership to another entity.

ii) Financial Liabilities

The Company derecognizes a financial liability when its contractual obligations are discharged or cancelled or expired. The Company also derecognizes a financial liability when the terms of the liability are modified such that the terms and / or cash flows of the modified instrument are substantially different, in which case a new financial liability based on the modified terms is recognized at fair value.

Gains and losses on derecognition are generally recognized in profit or loss.

Transaction costs that are directly attributable to the acquisition or issuance of a financial asset or financial liability classified as subsequently measured at amortized cost are included in the fair value of the instrument on initial recognition. Transaction costs for financial assets and financial liabilities classified at fair value through profit or loss are expensed in profit or loss.

3. Material Accounting Policies (continued)

(e) Share Capital

Common shares issued by the Company are classified as equity. Costs directly attributable to the issue of common shares, share purchase warrants and share options are recognized as a deduction from equity, net of any related income tax effects.

(f) Loss Per Share

Basic loss per share is computed by dividing loss available to common shareholders by the weighted average number of common shares outstanding during the period. The computation of diluted loss per share assumes the conversion, exercise or contingent issuance of securities only when such conversion, exercise or issuance would have a dilutive effect on loss per share. The dilutive effect of convertible securities is reflected in dilutive earnings per share by application of the "if converted" method. The dilutive effect of outstanding options and warrants and their equivalents is reflected in diluted loss per share.

(g) Taxation

Income tax expense comprises current and deferred income tax. Income tax is recognized in the consolidated statement of comprehensive income (loss), except to the extent that it relates to items recognized in other comprehensive income (loss) or directly in equity. In this case the income tax is also recognized in other comprehensive income (loss) or directly in equity, respectively.

Current Income Tax

The current income tax charge is calculated on the basis of the tax laws enacted or substantially enacted at the statement of financial position date in the countries where the Company's subsidiaries operate and generate taxable income. Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions where appropriate on the basis of amounts expected to be paid to the tax authorities.

Deferred Income Tax

Deferred income tax is recognized, using the liability method, on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the consolidated financial statements. However, the deferred income tax is not accounted for if it arises from initial recognition of an asset or liability in a transaction other than a business combination that at the time of the transaction affects neither accounting nor taxable profit or loss. Deferred income tax is determined using tax rates (and laws) that have been enacted or substantially enacted by the consolidated statement of financial position date and are expected to apply when the related deferred income tax asset is realized or the deferred income tax liability is settled. Deferred income tax assets are recognized only to the extent that it is probable that future taxable profit will be available against which the temporary differences can be utilized.

Deferred income tax assets and liabilities are offset when here is a legally enforceable right to offset current tax assets against current tax liabilities and when the deferred income tax assets and liabilities relate to income taxes levied by the same taxation authority on either the taxable entity or different taxable entities where there is an intention to settle the balances on a net basis.

(h) Future accounting pronouncements

A number of new standards, amendments to standards and interpretations are not yet effective as at the date of issuing these statements and have not been applied in preparing these consolidated financial statements. The Company has not early adopted any of these standards and is currently evaluating the impact, if any, that these standards might have on its consolidated financial statements.

4. Exploration and Evaluation Assets

Dale Property, Quebec

On June 1, 2023, the Company was incorporated as a wholly owned subsidiary of a Canadian public company, Element79. On July 17, 2023, Element79 transferred its option in the Dale Property to the Company, for the issuance of 2,000,000 common shares of the Company (Note 7).

On August 22, 2023, the Company entered into a new option agreement to acquire an undivided 100% interest in the Dale Property.

In order to exercise the option, the Company must complete the following requirements:

a) Make aggregate cash payments of $99,000 as follows:

   (i) $27,000 to Optionor on or before December 23, 2023 (paid);
   (ii) $21,000 to Optionor on or before December 31, 2023; (paid) and
   (iii) $51,000 to Optionor on or before December 31, 2024 (paid)

b) Make aggregate share payments totaling $129,000 calculated at the price of the volume weighted average price ("VWAP") of the 10 trading days prior to the issuance date, distributed equally between the Optionor and each of the two designees as follows:

   (i) 390,000 of the Company's shares on or before December 31, 2023 (issued) (Note 7); and
   (ii) 930,000 of the Company's shares on or before December 31, 2024 (issued) (Note 7);

c) Execute and deliver to the Optionor on the Closing Date (the date upon which the Company completes an initial public offering), the net smelter return ("NSR") Royalty granting the Optionor a 0.5% NSR royalty on the Property, subject to the right of the Company to re-purchase 100% of the NSR royalty for a total consideration of $525,000 at any time.

A pre-existing 1% NSR royalty to the benefit of Keystone Associates Inc. existed on the property prior to this agreement and is additional to the 0.5% NSR royalty required as part of the Company's option to purchase.

4. Exploration and Evaluation Assets (continued)

Dale Property, Quebec (continued)

The following is a summary of additions to exploration and evaluation assets during the year ended February 28, 2025 and the period ended February 29, 2024:

		Dale Property
ACQUISITION COSTS		
Balance, June 1, 2023	**$**	**-**
Transferred from Element79		276,260
Option payments - cash		42,000
Option payments - shares		53,871
Balance, February 29, 2024		372,131
Option payments - cash		57,000
Option payments - shares		128,461
Balance, February 28, 2025	**$**	**557,592**
EXPLORATION AND EVALAUTION COSTS		
Balance, June 1, 2023	**$**	**-**
Field expenses		29,412
Finders' fee		2,700
Geographical reports		21,765
Sampling		365
Balance, February 29, 2024		54,242
Field expenses		18,904
Geographical reports		2,260
Balance, February 28, 2025	**$**	**75,406**
TOTAL EXPLORATION AND EVALUATION ASSETS		
Balance, February 29, 2024	**$**	**426,373**
Balance, February 28, 2025	**$**	**632,998**

Title to exploration and evaluation assets involves certain inherent risks due to the difficulties of determining the validity of certain claims as well as the potential for problems arising from the frequently ambiguous conveyancing history characteristic of many mining properties. The Company has investigated title to its exploration and evaluation assets and, to the best of its knowledge, title to its property is in good standing.

5. Accounts Payable and Accrued Liabilities

		February 28, 2025		February 29, 2024
Accounts payable	**$**	**72,859**	$	2,865
Accrued expenses		**32,500**		10,000
	$	**105,359**	$	12,865

6. Loan Payable

During the period ended February 29, 2024, the Company entered into a loan agreement with an unrelated third party, whereby the third party loaned the Company $200,000 for start-up capital, marketing fees, legal fees, listing fees, and exploration of the Dale Property. The loan accrues interest at 14% per annum on the outstanding principal amount, with no repayments due in the first 12 months, after which payments will be made in the amount of $20,000 per month for 12 consecutive periods. The final payment will include any remaining principal balance and accrued interest. As at February 28, 2025, $238,819 (2024 - $212,044) of principal plus accrued interest is owing on this loan. Subsequent to February 28, 2025, the loan agreement was amended (Note 13).

During the year ended February 28, 2025, accretion and interest expense of $26,775 (2024 - $12,044) was recorded on this loan.

7. Share Capital

(a) *Authorized Share Capital*

The Company's authorized share capital consists of an unlimited number of voting common shares, unlimited number of non-voting common shares, unlimited number of voting preferred shares, and unlimited number of non-voting preferred shares, all without par value.

(b) *Equity Financings*

During the year ended February 28, 2025:

- On December 18, 2024, the Company issued 930,000 common shares valued at $128,461 as part of its option payments on the Dale Property (Note 4). The fair value of the share issuance is $0.14 using a market approach.

During the period ended February 29, 2024:

- On June 1, 2023, the Company issued 2,000,000 common shares valued at $276,260 for the acquisition of the Dale Property from its legal parent company, Element79 (Note 4). The fair value of the share issuance is $0.14 using a market approach.
- On December 1, 2023, the Company issued 390,000 common shares valued at $53,871 as part of its option payments on the Dale Property (Note 4). The fair value of the share issuance is $0.14 using a market approach.

(c) *Options and Warrants*

As at February 28, 2025 and February 29, 2024, the Company had no options or warrants outstanding.

8. Related Party Disclosures

Key management personnel are those persons having authority and responsibility for planning, directing and controlling the activities of the Company. The Company has determined that its key management personnel are the members of the Company's current and former Board of Directors and its executive officers.

During the year ended February 28, 2025 and the period ended February 29, 2024, Company entered into the following transactions with key management personnel:

	February 28, 2025	February 29, 2024
Management fees	**$ 30,000**	$ 15,000
Management fees paid by Element79	**-**	$ 2,644
Transfer of exploration and exploration assets from Element79	**-**	276,260
	$ 30,000	$ 293,904

Included in prepaid expenses as at February 28, 2025 is $Nil (2024 - $7,500) advanced to the Company's officer for future services.

As at February 28, 2025, the Company had $17,594 due to (2024 - $35,446 due from) Element79 and $22,500 (2024 - $Nil) included in accounts payable and accrued liabilities for amount due to the CFO. The amounts are unsecured, non-interest bearing and due on demand.

9. Financial Instruments

Fair values

Financial instruments are classified into one of the following categories: fair value through profit and loss ("FVTPL"); amortized cost; and fair value through other comprehensive income ("FVTOCI"). The carrying value of the Company's financial instruments are classified into the following categories:

Financial Instrument	Category	February 28, 2025	February 29, 2024
Due (to)/from a related party	Amortized cost	**$ (17,594)**	$ 35,446
Accounts payable and accrued liabilities	Amortized cost	**$ (105,359)**	$ (12,865)
Loan payable	Amortized cost	**$ (238,819)**	$ (212,044)

9. Financial Instruments (continued)

Fair values (continued)

Financial instruments measured at fair value are classified into one of three levels in the fair value hierarchy based on the degree to which the inputs used to determine the fair value are observable. The three levels of the fair value hierarchy are:

Level 1 - Quoted prices are available in active markets for identical assets or liabilities as of the reporting date. Active markets are those in which transactions occur in sufficient frequency and value to provide pricing information on an ongoing basis.

Level 2 - Pricing inputs are other than quoted prices in active markets included in Level 1. Prices in Level 2 are either directly or indirectly observable as of the reporting date. Level 2 valuations are based on inputs including quoted forward prices for commodities, time value and volatility factors, which can be substantially observed or corroborated in the market place.

Level 3 - Valuations in this level are those with inputs for the asset or liability that are not based on observable market data.

The fair value of accounts payable and due to related party approximates its carrying amounts due to its current nature. The fair value of the Company's loan payable approximates its carrying amount due to its market interest rate.

Risk

The Company's risk exposures and the impact on the Company's financial instruments are summarized below:

Credit Risk

The Company does not have any financial assets subject to credit risk.

Liquidity Risk

Liquidity risk is managed by ensuring sufficient financial resources are available to meet obligations associated with financial liabilities. As at February 28, 2025, the Company does not have sufficient cash on hand to cover its short-term financial liabilities.

Market Risk

Market risk is the risk of loss that may arise from changes in market factors such as interest rates, foreign exchange rates, and commodity and equity prices. These fluctuations may be significant.

(a) Interest Rate Risk

Interest rate risk is the risk that the fair value or cash flows of a financial instrument will fluctuate because of changes in market interest rates. The exposure to interest rates for the Company is considered minimal. The Company has no variable interest-bearing borrowings.

(b) Foreign Currency Risk

As at February 28, 2025, the Company did not have any accounts in foreign currencies and considers foreign currency risk insignificant.

(c) Price Risk

The Company is exposed to price risk with respect to commodity prices. The Company's ability to raise capital to fund exploration and evaluation activities is subject to risks associated with fluctuations in the market price of commodities.

10. Capital Risk Management

The Company manages, as capital, the components of shareholders' equity. The Company's objectives, when managing capital, are to safeguard its ability to continue as a going concern. The Company manages its capital structure, and makes adjustments to it, in light of changes in economic conditions and the risk of characteristics of the underlying assets. To maintain or adjust its capital structure, the Company may attempt to issue common shares, borrow and acquire or dispose of assets. In order to maximize ongoing exploration efforts, the Company does not pay out dividends. The Company's policy is to invest its excess cash, if any, in highly liquid, short-term, interest bearing investments with maturities of one year or less from the date of acquisition.

There were no changes in the Company's capital management, and there are presently no externally imposed capital requirements with which the Company has not complied.

11. Segmented Information

The Company operates in one reportable operating segment, being exploration and evaluation of mineral properties. All of the Company's assets are in Canada.

12. Income Taxes

The following is a reconciliation of income taxes attributable to operations at the statutory rates to income tax expense (recovery).

		February 28, 2025		**February 29, 2024**
Loss before tax	**$**	**(101,645)**	$	(85,721)
Statutory tax rate		**27%**		27%
Expected tax recovery	**$**	**(28,000)**	$	(23,000)
Change in unrecognized temporary differences		**28,000**		23,000
Tax recovery for the year	**$**	**-**	$	**-**

Deferred tax balances

The tax effects of temporary differences that give rise to future income tax assets are as follows:

		February 28, 2025		**February 29, 2024**
Non-capital losses carry-forward	**$**	**51,000**	$	23,000
Total deferred tax assets		**51,000**		23,000
Less: Unrecognized deferred tax assets		**(51,000)**		(23,000)
Net deferred tax assets	**$**	**-**	**$**	**-**

The significant components of the Company's unrecognized deferred tax assets are as follows:

	February 28, 2025	**Expiry date**
Non-capital losses	$ 190,000	2044 - 2045

Tax attributes are subject to review and potential adjustment by tax authorities.

13. Subsequent Event

On October 13, 2025, the Company and 1425957 BC Ltd. agreed to amend and restate the loan agreement entered during the period ended February 29, 2024 (Note 6). The loan, along with the additional advances of $89,833, continues to bear interest at 14% per annum, and is now payable on demand, with no periodic payment required.

SCHEDULE L
SPINCO ANNUAL MD&A

Please see attached.

Synergy Metals Corp.

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE YEAR ENDED FEBRUARY 28, 2025

This discussion and analysis of the financial position and results of operations are prepared as at March 22, 2026 and should be read in conjunction with the audited consolidated financial statements for the year ended February 28, 2025 for Synergy Metals Corp. (the "Company" or "Synergy"). The audited consolidated financial statements for the year ended February 28, 2025 have been prepared in accordance with IFRS Accounting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"). Except as otherwise disclosed, all dollar figures included therein and in the following management discussion and analysis ("MD&A") are quoted in Canadian dollars. Additional information relevant to the Company's activities can be found on SEDAR+ at www.sedarplus.com.

Management is responsible for the preparation and integrity of the consolidated financial statements, including the maintenance of appropriate information systems, procedures, and internal controls to ensure that information used internally or disclosed externally, including the consolidated financial statements and MD&A, is complete and reliable.

Forward Looking Statements

This MD&A contains certain statements that may constitute "forward-looking statements". Forward-looking statements include but are not limited to, statements regarding future anticipated business and financing plans. Although the Company believes that such statements are reasonable, it can give no assurance that such expectations will prove to be correct. Forward-looking statements are typically identified by words such as: "anticipate," "believe," "plan," "estimate," "expect," "intend" and similar expressions to the extent that they relate to the Company or its management or which by their nature refer to future events. The Company cautions investors that any forward-looking statements by the Company are not guarantees of future performance, and that actual results may differ materially from those in forward looking statements as a result of various factors, including the ability to raise the necessary capital or to be fully able to implement its business strategies.

Forward-looking statements are not historical facts but reflect the Company's current expectations and assumptions regarding future results or events. In particular, fluctuations in the securities markets may cause significant reductions in the price of the Company's securities and render it difficult or impossible for the Company to raise the funds necessary to continue operations.

All of the Company's public disclosure filings, including its final long-form prospectus, technical reports and other information, may be accessed via www.sedarplus.com and readers are urged to review these materials.

Company Overview

Synergy Metals Corp. is a junior Canadian mineral exploration company with the primary objective to acquire, explore, and develop viable mineral projects in Canada.

The Company was incorporated on June 1, 2023 under the Business Corporations Act (British Columbia), as a wholly owned subsidiary of Element79 Gold Corp. ("Element79"), a Canadian publicly listed company. The Company's principal office is located at Suite 1100 – 1111 Melville Street, Vancouver, BC, Canada, V6E 3V6.

Significant Events

On June 1, 2023, the Company was incorporated as a wholly owned subsidiary of a Canadian public company, Element79. On July 17, 2023, Element79 transferred its option in the Dale Property to the Company, for the issuance of 2,000,000 common shares of the Company.

On August 22, 2023, the Company entered into a new option agreement to acquire an undivided 100% interest in the Dale Property.

In order to exercise the option, the Company must complete the following requirements:

a) Make aggregate cash payments of $99,000 as follows:

   (i) $27,000 to Optionor on or before December 23, 2023 (paid);
   (ii) $21,000 to Optionor on or before December 31, 2023 (paid); and
   (iii) $51,000 to Optionor on or before December 31, 2024 (paid)

b) Make aggregate share payments totaling $129,000 calculated at the price of the volume weighted average price ("VWAP") of the 10 trading days prior to the issuance date, distributed equally between the Optionor and each of the two designees as follows:

   (i) 390,000 of the Company's shares on or before December 31, 2023 (issued); and
   (ii) 930,000 of the Company's shares on or before December 31, 2024 (issued)

c) Execute and deliver to the Optionor on the Closing Date (the date upon which the Company completes an initial public offering), the net smelter return ("NSR") Royalty granting the Optionor a 0.5% NSR royalty on the Property, subject to the right of the Company to re-purchase 100% of the NSR royalty for a total consideration of $525,000 at any time.

A pre-existing 1% NSR royalty to the benefit of Keystone Associates Inc. existed on the property prior to this agreement and is additional to the 0.5% NSR royalty required as part of the Company's option to purchase.

Selected Annual Information

The Company's consolidated financial statements for the year ended February 28, 2025 and the period from incorporation on June 1, 2023 to February 29, 2024 have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

	Year ended February 28, 2025 $	**Period from incorporation on June 1, 2023 to February 29, 2024 $**
Cash	Nil	Nil
Exploration and evaluation assets	632,998	426,373
Total assets	632,998	469,319
Total liabilities	361,772	224.909
Shareholders' equity (deficiency)	271,226	244,410
Deficit	(187,366)	(85,721)
Comprehensive loss	(101,645)	(85,721)
Basic and diluted loss per share	(0.04)	(0.04)

Selected Quarterly Information

The following table summarizes selected quarterly information for the completed quarters of the Company.

	February 28, 2025 $	November 30, 2024 $	August 31, 2024 $	May 31, 2024 $	February 29, 2024 $	November 30 2023 $	August 31, 2023 $
Cash	-	-	-	--	-	-	-
Total assets	632,998	509,736	464,517	466,777	469,319	386,737	306,037
Total liabilities	361,772	261,150	247,919	228,216	224,909	205,198	53,310
Working capital (deficiency)	(361,772)	(258,822)	(209,616)	(134,711)	(69,919)	(52,418)	(53,310)
Net and comprehensive loss	(51,950)	(19,143)	(15,995)	(14,557)	(37,355)	(32,333)	(16,033)
Basic and diluted loss per share	(0.01)	(0.01)	(0.01)	(0.01)	(0.02)	(0.02)	(0.02)

Results of Operations

For the year ended February 28, 2025:

During the year ended February 28, 2025, the Company incurred a comprehensive loss of $101,645 (period from incorporation on June 1, 2023 to February 29, 2024 - $85,721) as a result of:

(i) Advisory fee of $Nil (period from incorporation on June 1, 2023 to February 29, 2024 - $15,000), as these expenses were incurred for advisory services at the set up of the Company.
(ii) Interest expense of $26,775 (period from incorporation on June 1, 2023 to February 29, 2024 - $12,044) on its loan payable.
(iii) Management fees of $30,000 (period from incorporation on June 1, 2023 to February 29, 2024 - $17,644), as the Company has entered into a management fee agreement for $2,500/month.
(iv) Office expense of $Nil (period from incorporation on June 1, 2023 to February 29, 2024 - $143).
(v) Professional fees of $44,870 (period from incorporation on June 1, 2023 to February 29, 2024 – $40,890) resulting from the legal and accounting fees.

For the three months ended February 28, 2025:

During the three month period ended February 28, 2025, the Company incurred a comprehensive loss of $51,950 (2024 - $37,355) as a result of:

(i) Advisory fee of $Nil (2024 - $15,000), as these expenses were incurred for advisory services at the set up of the Company.
(ii) Interest expense of $6,995 (2024 - $9,711) on its loan payable.
(iii) Management fees of $7,500 (2024 - $2,644), as the Company has entered into a management fee agreement for $2,500/month.
(iv) Professional fees of $37,455 (2024 – $10,000) resulting from legal fees and accounting.

Cash from Operating, Investing, and Financing Activities

The following table summarizes the sources and uses of cash for the year ended February 28, 2025 and the period ended February 29, 2024:

	February 28, 2025	February 29, 2024
Cash used in operating activities	$ (44,780)	$ (68,312)
Cash used in investing activities	(8,260)	(96,242)
Cash provided by financing activities	53,040	164,554
Net increase (decrease) in cash	$ -	$ -

Liquidity and Capital Resources

To date, the Company has not yet realized profitable operations. The Company will require additional financing to explore and develop its mineral properties and there can be no assurances that such financing will be available, or if available, will be on reasonable terms.

These consolidated financial statements have been prepared assuming the Company will continue on a going-concern basis. The Company has incurred losses since inception and the ability of the Company to continue as a going-concern depends upon its ability to develop profitable operations and to continue to raise adequate financing. Management is actively targeting sources of additional financing through alliances with financial, exploration and mining entities, or other business and financial transactions which would assure continuation of the Company's operations and exploration programs. In order for the Company to meet its liabilities as they come due and to continue its operations, the Company is solely dependent upon its ability to generate such financing.

There can be no assurance that the Company will be able to obtain adequate financing in the future or that the terms of such financing will be favorable. If adequate financing is not available when required, the Company may be required to delay, scale back or eliminate programs and may be unable to continue in operation. The Company may seek such additional financing through debt or equity offerings, but there can be no assurance that such financing will be available on terms acceptable to the Company or at all. Any equity offering will result in dilution to the ownership interests of the Company's shareholders and may result in dilution to the value of such interests.

The Company's revenues, if any, are expected to be in large part derived from the mining and sale of minerals and metals or interests related thereto. The economics of developing and producing properties are affected by many factors including the cost of operations and the market price of the mineral resource. Depending on the market price of mineral resources, the Company may determine that it is impractical to continue commercial production.

Off-Balance Sheet Arrangements

The Company has no off-balance sheet arrangements.

Related Party Disclosures

Key management personnel are those persons having authority and responsibility for planning, directing and controlling the activities of the Company. The Company has determined that its key management personnel are the members of the Company's current and former Board of Directors and its executive officers.

During the year ended February 28, 2025 and period ended February 29, 2024, Company entered into the following transactions with key management personnel:

	February 28, 2025	**February 29, 2024**
Management fees	**$ 30,000**	$ 15,000
Management fees paid by Element79	**-**	$ 2,644
Transfer of exploration and exploration assets from Element79	**-**	276,260
	$ 30,000	$ 293,904

Included in prepaid expenses as at February 28, 2025 is $Nil (2024 - $7,500) advanced to Simcoe Services FZE, a company which employed Robert Bain, CFO, for future services.

As at February 28, 2025, the Company had $17,594 due to (2024 - $35,446 due from) Element79 and $15,000 (2024 - $Nil) included in accounts payable and accrued liabilities for amount due to Simcoe Services FZE, a company which employed Robert Bain, CFO. The amounts are unsecured, non-interest bearing, and due on demand.

Financial Instruments

Fair values

The Company's financial instruments consist of accounts payable, due to related party, and a loan payable. The fair value of the amounts due to related party, accounts payable, and the loan payable approximates their carrying amounts due to their current natures and market interest rates.

Financial instruments measured at fair value are classified into one of three levels in the fair value hierarchy based on the degree to which the inputs used to determine the fair value are observable. The three levels of the fair value hierarchy are:

- Level 1 - Quoted prices are available in active markets for identical assets or liabilities as of the reporting date. Active markets are those in which transactions occur in sufficient frequency and value to provide pricing information on an ongoing basis.

- Level 2 - Pricing inputs are other than quoted prices in active markets included in Level 1. Prices in Level 2 are either directly or indirectly observable as of the reporting date. Level 2 valuations are based on inputs including quoted forward prices for commodities, time value and volatility factors, which can be substantially observed or corroborated in the market place.

- Level 3 - Valuations in this level are those with inputs for the asset or liability that are not based on observable market data.

The Company's risk exposures and the impact on the Company's financial instruments are summarized below:

Credit Risk

The Company does not have any financial assets subject to credit risk.

Liquidity Risk

Liquidity risk is managed by ensuring sufficient financial resources are available to meet obligations associated with financial liabilities. As at February 28, 2025, the Company does not have sufficient cash on hand to cover its short-term financial liabilities.

Market Risk

Market risk is the risk of loss that may arise from changes in market factors such as interest rates, foreign exchange rates, and commodity and equity prices. These fluctuations may be significant.

(a) Interest Rate Risk

Interest rate risk is the risk that the fair value or cash flows of a financial instrument will fluctuate because of changes in market interest rates. The exposure to interest rates for the Company is considered minimal. The Company has no variable interest-bearing borrowings.

(b) Foreign Currency Risk

As at February 28, 2025, the Company did not have any accounts in foreign currencies and considers foreign currency risk insignificant.

(c) Price Risk

The Company is exposed to price risk with respect to commodity prices. The Company's ability to raise capital to fund exploration and evaluation activities is subject to risks associated with fluctuations in the market price of commodities.

Capital Risk Management

The Company manages, as capital, the components of shareholders' equity. The Company's objectives, when managing capital, are to safeguard its ability to continue as a going concern. The Company manages its capital structure, and makes adjustments to it, in light of changes in economic conditions and the risk of characteristics of the underlying assets. To maintain or adjust its capital structure, the Company may attempt to issue common shares, borrow and acquire or dispose of assets. In order to maximize ongoing exploration efforts, the Company does not pay out dividends. The Company's policy is to invest its excess cash, if any, in highly liquid, short-term, interest bearing investments with maturities of one year or less from the date of acquisition.

There were no changes in the Company's capital management during the year, and there are presently no externally imposed capital requirements with which the Company has not complied.

Segmented Information

The Company operates in one reportable operating segment, being exploration and evaluation of mineral properties. All of the Company's assets are in Canada.

Material Accounting Policies

Please refer to the February 28, 2025 consolidated financial statements on www.sedarplus.com for Material Accounting Policies details.

Future accounting pronouncements

A number of new standards, amendments to standards and interpretations are not yet effective as at the date of issuing these statements and have not been applied in preparing these consolidated financial statements. The Company has not early adopted any of these standards and is currently evaluating the impact, if any, that these standards might have on its consolidated financial statements.

Outstanding Share Data

The Company's authorized share capital is unlimited common shares without par value.

The following table summarizes information about the share data as at February 28, 2025 and March, 22, 2026 :

	February 28, 2025	March, 22, 2026
Number of common shares outstanding	3,320,000	3,320,000,
Number of options outstanding	Nil	Nil
Number of warrants outstanding	Nil	Nil

Subsequent Events

On October 13, 2025, the Company and 1425957 BC Ltd. agreed to amend and restate the loan agreement entered during the period ended February 29, 2024. The loan, along with the additional advances of $89,833, continues to bear interest at 14% per annum, and is now payable on demand, with no periodic payment required.

SCHEDULE M
SPINCO INTERIM FINANCIAL STATEMENTS

Please see attached.

Synergy Metals Corp.

CONDENSED INTERIM CONSOLIDATED FINANCIAL STATEMENTS
For the Period Ended November 30, 2025

(Expressed in Canadian Dollars)
(Unaudited)

SYNERGY METALS CORP.
CONDENSED INTERIM CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
AS AT NOVEMBER 30, 2025 AND FEBRUARY 28, 2025
(Expressed in Canadian Dollars)
(Unaudited)

	November 30, 2025	February 28, 2025
ASSETS		
Non-current assets		
Exploration and evaluation assets (Note 4)	**632,998**	632,998
TOTAL ASSETS	**$ 632,998**	$ 632,998
LIABILITIES		
Current liabilities		
Accounts payable and accrued liabilities (Note 5)	**$ 59,364**	$ 105,359
Due to related party (Note 8)	**49,642**	17,594
Current portion of loan payable (Note 6)	**366,452**	238,819
Total current liabilities	**475,458**	361,772
Non-current liabilities		
Loan payable (Note 6)	**-**	-
TOTAL LIABILITIES	**475,458**	361,772
SHAREHOLDERS' EQUITY		
Share capital (Note 7)	**458,592**	458,592
Accumulated deficit	**(301,052)**	(187,366)
TOTAL SHAREHOLDERS' EQUITY	**157,540**	271,226
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	**$ 632,998**	$ 632,998

Nature of operations and going concern (Note 1)

These consolidated financial statements were approved for issue by the Board of Directors on April 13, 2026 and are signed on its behalf by:

On behalf of the Board:

James Tworek	Director	Robert Bain	Director

SYNERGY METALS CORP.
CONDENSED INTERIM CONSOLIDATED STATEMENTS OF LOSS AND COMPREHENSIVE LOSS
FOR THE THREE AND NINE MONTHS PERIODS ENDED NOVEMBER 30, 2025 AND 2024
(Expressed in Canadian dollars)
(Unaudited)

	Three months ended November 30 2025	**Nine months ended November 30 2025**	Three months Ended November 30 2024	Nine months Ended November 30 2024
EXPENSES				
Interest expense (Note 6)	**$ 3,371**	**21,381**	$ 6,981	$ 21,095
Management Fees (Note 8)	**7,500**	**22,500**	7,500	22,500
Office Expenses	**46**	**208**	-	-
Professional fees	**8,460**	**69,597**	4,662	6,100
	(19,377)	**(113,686)**	(19,143)	(49,695)
Loss and comprehensive loss for the period	**$ (19,377)**	**$ (113,686)**	**$** (19,143)	$ (49,695)
Basic and diluted loss per common share	**$ (0.01)**	**$ (0.03)**	**$** (0.01)	$ (0.02)
Weighted average number of common shares outstanding	**3,320,000**	**3,320,000**	2,390,000	2,390,000

SYNERGY METALS CORP.
CONDENSED INTERIM CONSOLDIATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
(Expressed in Canadian dollars)
(Unaudited)

	Number of shares	Share capital	Deficit	Total shareholders' equity
February 29, 2024	**2,390,000**	**$ 330,131**	**$ (85,721)**	**$ 244,410**
Loss and comprehensive loss for the period	-	-	(49,695)	(46,695)
November 30, 2024	**2,390,000**	**$ 330,131**	**$ (135,416)**	**$ 194,715**
February 28, 2025	**3,320,000**	**$ 458,592**	**$ (187,366)**	**$ 271,226**
Loss and comprehensive loss for the period	-	-	(113,686)	(113,686)
November 30, 2025	**3,320,000**	$ **458,592**	**(301,052)**	$ **157,540**

The accompanying notes are an integral part of these condensed interim consolidated financial statements.

SYNERGY METALS CORP.
CONDESNED INTERIM CONSOLIDATED STATEMENTS OF CASH FLOW
FOR THE NINE MONTH PERIOD ENDED NOVEMBER 30, 2025 AND 2024
(Expressed in Canadian dollars)
(Unaudited)

		Nine months ended November 30, 2025		Nine months ended November 30, 2024
CASH FLOWS FROM OPERATING ACTIVITIES				
Net loss for the period	**$**	**(113,686)**	$	(49,695)
Items not affecting cash:				
Interest expense		**21,382**		21,095
Changes in non-cash operating working capital:				
Due from a related party		**32,048**		33,118
Prepaid expenses		**-**		7,500
Accounts payable		**27,731**		15,146
Net cash provided by (used in) operating activities		**(32,525)**		27,164
CASH FLOWS FROM INVESTING ACTIVITIES				
Exploration and evaluation assets		**-**		(27,164)
Net cash used in investing activities		**-**		(27,164)
CASH FLOWS FROM FINANCING ACTIVITIES				
Cash received from loan		**32,525**		-
Net cash provided by financing activities		**32,525**		-
Change in cash during the period	**$**	**-**	$	-
Cash, beginning of period		**-**		-
Cash, end of period	**$**	**-**	$	-
Cash paid for interest	**$**	**-**	$	-
Cash paid for income taxes	**$**	**-**	$	-

There were no non-cash transactions affecting cash flows from investing and financing activities during the period ended November 30, 2025 and November 30, 2024.

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1. Nature of Operations and Going Concern

Synergy Metals Corp. (the "Company") was incorporated on June 1, 2023, under the Business Corporations Act (British Columbia), as a wholly owned subsidiary of Element79 Gold Corp. ("Element79"), a Canadian publicly listed company. The Company's principal office is located at Suite 1100 – 1111 Melville Street, Vancouver, BC, Canada, V6E 3V6.

The Company is in the mineral exploration business and has not yet determined whether its mineral property interests contain reserves. The recoverability of amounts capitalized for mineral property interests is dependent upon the ability of the Company to arrange appropriate financing as needed, the discovery of reserves, the development of its properties, confirmation and maintenance of the Company's interest in the underlying properties, the receipt of necessary permitting and upon future profitable production or proceeds from the disposition thereof.

As at November 30, 2025, the Company had a working capital deficiency of $475,458 and an accumulated deficit of $301,052.

There can be no assurance that the Company will be able to secure financing in the future. These factors indicate the existence of material uncertainties that may cast significant doubt about the Company's ability to continue as a going concern, and accordingly, the appropriateness of the use of accounting principles applicable to a going concern. The Company has not yet determined whether its properties contain economically recoverable reserves and expects to incur further losses in the exploration of its properties.

These consolidated financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") on a going concern basis, which assumes that the Company will be able to realize its assets and discharge its liabilities in the normal course of business. These financial statements do not include adjustments to amounts and classifications of assets and liabilities that might be necessary should the Company be unable to continue operations. These adjustments could be material.

2. Basis of Preparation

Statement of Compliance

These condensed interim consolidated financial statements have been prepared in accordance with IAS 34 Interim Financial Reporting. They do not include all the information required for a complete set of financial statements prepared in accordance with International Financial Reporting Standards (IFRS). As such, they must be read in conjunction with the annual audited financial statements for the period ended February 28, 2025 and the notes thereto.

These consolidated financial statements have been prepared in accordance with the IFRS issued by the International Accounting Standards Board ("IASB") and interpretations of the International Financial Reporting Interpretations Committee ("IFRIC").

Basis of Measurement

The Company's financial statements have been prepared on the historical cost basis except for the revaluation of certain financial assets and financial liabilities to fair value. The financial statements are presented in Canadian dollars, which is the Company's functional currency unless otherwise stated.

Basis of Consolidation

The Company incorporated a wholly owned subsidiary, 1515041 B.C. Ltd., on December 9, 2024 under the Business Corporations Act (British Columbia). The consolidated financial statements include the accounts of the Company and 1515041 B.C. Ltd. The Company's subsidiary had not yet established any principal activities. The subsidiary is fully consolidated from the date the Company obtains control and continue to be consolidated until the date that control ceases. Control exists when the Company has the power, directly or indirectly, to govern the financial and operating policies of an entity as to obtain benefits from its activities. All inter-company balances have been eliminated upon consolidation.

3. Material Accounting Policies

(a) Critical Judgments and Sources of Estimation Uncertainty

The preparation of these financial statements requires management to make certain estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and reported amounts of expenses during the reporting period. Actual outcomes could differ from these estimates. These financial statements include estimates which, by their nature, are uncertain. The impacts of such estimates are pervasive throughout the financial statements, and may require accounting adjustments based on future occurrences. Revisions to accounting estimates are recognized in the period in which the estimate is revised and future periods if the revision affects both current and future periods. These estimates are based on historical experience, current and future economic conditions and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

Critical Judgments

The following are critical judgments that management has made in the process of applying accounting policies and that have the most significant effect on the amounts recognized in the financial statements:

(i) In preparing these financial statements on a going concern basis, as disclosed in note 1 of these financial statements, management assesses the Company's ability to continue as a going concern and whether there are evens or conditions that may give rise to significant uncertainty.

(ii) The functional currency for the Company is the currency of the primary economic environment and the Company reconsiders its functional currency if there is a change in events and conditions which determined the primary economic environment. Management has determined the functional currency of the Company to be the Canadian dollar.

(iii) Management is required to assess whether there is evidence of impairment in respect of exploration and evaluation assets. The triggering events for an impairment test are defined in IFRS 6. In making the assessment, management is required to make judgments on the status of each project and the future plans towards finding commercial reserves. The nature of exploration and evaluation activity is such that only a proportion of projects are ultimately successful and some assets are likely to become impaired in future periods.

(iv) The assessment of the probability of future taxable income in which deferred tax assets can be utilized is based on the Company's estimate of future profits or losses adjusted for significant non-taxable income and expenses and specific limits to the use of any unused tax loss or credit. The tax rules in the jurisdictions in which the Company operates are also carefully taken into consideration. If a positive forecast of taxable income indicates the probable use of a deferred tax asset, especially when it can be utilized without a time limit, that deferred tax asset is usually recognized to the extent of the amount expected to be utilized. The recognition of deferred tax assets that are subject to certain legal or economic limits or uncertainties is assessed individually by management based on the specific facts and circumstances.

Estimation Uncertainty

The following are key assumptions concerning the future and other key sources of estimation uncertainty that have a significant risk of resulting in a material adjustment to the carrying amount of assets and liabilities within the next financial year:

(i) Decommissioning, restoration and similar liabilities are estimated based on the Company's interpretation of current regulatory requirements, constructive obligations and are measured at fair value.

(ii) Provisions for income taxes are made using the best estimate of the amount expected to be paid based on a qualitative assessment of all relevant factors. The Company reviews the adequacy of these provisions at the end of the reporting period. However, it is possible that at some future date an additional liability could result from audits by taxing authorities. Where the final outcome of these tax-related matters is different from the amounts that were originally recorded, such differences will affect the tax provisions in the period in which such determination is made.

(iii) The assessment of any impairment of non-current assets is dependent upon estimates of the recoverable amount that take into account factors such as reserves, economic and market conditions, recoverability of value added taxes and the useful lives of assets.

3. Material Accounting Policies (continued)

(b) Exploration and Evaluation Assets

Costs of investigations incurred before the Company has obtained the legal rights to explore an area are recognized in profit and loss as incurred Once legal rights to explore have been obtained, the Company follows the practice of capitalizing all costs relating to the acquisition of, exploration for and development of mineral properties and crediting all proceeds received against the cost of the related properties. Such costs include, but are not exclusive to, geological, geophysical studies, exploratory drilling and sampling. At such time as commercial production commences, these costs will be charged to operations on a unit-of-production method based on proven and probable reserves. The aggregate costs related to abandoned mineral properties are charged to operations at the time of any abandonment, or when it has been determined that there is evidence of a permanent impairment. An impairment charge relating to a mineral property is subsequently reversed when new exploration results or actual or potential proceeds on sale or farm out of the property result in a revised estimate of the recoverable amount, but only to the extent that this does not exceed the original carrying value of the property that would have resulted if no impairment had been recognized.

The recoverability of amounts shown for exploration and evaluation assets is dependent upon the discovery of economically recoverable reserves, the ability of the Company to obtain financing to complete development of the properties, and on future production or proceeds of disposition.

The Company recognizes in income, costs recovered on mineral properties when amounts received or receivable are in excess of the carrying amount.

Once the technical feasibility and commercial viability of the extraction of mineral resources in an area of interest are demonstrable, exploration and evaluation assets attributable to that area of interest are first tested for impairment and then reclassified to mining property and development assets.

All capitalized exploration and evaluation expenditures are monitored for indications of impairment. Where a potential impairment is indicated, assessments are performed for each area of interest. To the extent that an exploration expenditure is not expected to be recovered, it is charged to the results of operations.

(c) Decommissioning and rehabilitation liabilities

When obligations result from the acquisition, construction, development or normal operation of the assets, the Company recognizes liabilities for statutory, contractual, constructive or legal obligations, including those associated with the reclamation of exploration and evaluation assets. Along with a corresponding increase in the provision in the period incurred, the net present value of future cost estimates arising from the decommissioning of plant, site restoration work and other similar retirement activities is capitalized to the related asset.

The costs to prevent and control environmental impacts at specific properties are capitalized in accordance with the Company's accounting policy for exploration and evaluation assets; those of restoration projects that were included in the provision are recorded against the provision as incurred. The Company had no measurable rehabilitation obligation as at November 30, 2025.

3. Material Accounting Policies (continued)

(d) Financial Instruments

Recognition

The Company recognizes a financial asset or financial liability on the statement of financial position when it becomes party to the contractual provisions of the financial instrument. Financial assets are initially measured at fair value, and are derecognized either when the Company has transferred substantially all the risks and rewards of ownership of the financial asset, or when cash flows expire. Financial liabilities are initially measured at fair value and are derecognized when the obligation specified in the contract is discharged, cancelled or expired.

Classification and Measurement

The Company determines the classification of its financial instruments at initial recognition. Financial assets and financial liabilities are classified according to the following measurement categories:

i) those to be measured subsequently at fair value, either through profit or loss ("FVTPL") or through other comprehensive income ("FVTOCI"); and,
ii) those to be measured subsequently at amortized cost.

The classification and measurement of financial assets after initial recognition at fair value depends on the business model for managing the financial asset and the contractual terms of the cash flows. Financial assets that are held within a business model whose objective is to collect the contractual cash flows, and that have contractual cash flows that are solely payments of principal and interest on the principal outstanding, are generally measured at amortized cost at each subsequent reporting period. All other financial assets are measured at their fair values at each subsequent reporting period, with any changes recorded through profit or loss or through other comprehensive income (which designation is made as an irrevocable election at the time of recognition).

After initial recognition at fair value, financial liabilities are classified and measured at either:

i) amortized cost;
ii) FVTPL.

Impairment of Financial Assets at Amortized Cost

The Company recognizes a loss allowance for expected credit losses on financial assets that are measured at amortized cost. At each reporting date, the Company measures the loss allowance for the financial asset at an amount equal to the lifetime expected credit losses if the credit risk on the financial asset has increased significantly since initial recognition. If at the reporting date, the financial asset has not increased significantly since initial recognition, the Company measures the loss allowance for the financial asset at an amount equal to the twelve month expected credit losses. The Company shall recognize in the consolidated statements of loss and comprehensive loss, as an impairment gain or loss, the amount of expected credit losses (or reversal) that is required to adjust the loss allowance at the reporting date to the amount that is required to be recognized.

Derecognition

i) Financial Assets

The Company derecognizes financial assets only when the contractual rights to cash flows from the financial assets expire, or when it transfers the financial assets and substantially all of the associated risks and rewards of ownership to another entity.

ii) Financial Liabilities

The Company derecognizes a financial liability when its contractual obligations are discharged or cancelled or expired. The Company also derecognizes a financial liability when the terms of the liability are modified such that the terms and / or cash flows of the modified instrument are substantially different, in which case a new financial liability based on the modified terms is recognized at fair value.

Gains and losses on derecognition are generally recognized in profit or loss.

3. Material Accounting Policies (continued)

(d) Financial Instruments (continued)

Transaction costs that are directly attributable to the acquisition or issuance of a financial asset or financial liability classified as subsequently measured at amortized cost are included in the fair value of the instrument on initial recognition. Transaction costs for financial assets and financial liabilities classified at fair value through profit or loss are expensed in profit or loss.

(e) Share Capital

Common shares issued by the Company are classified as equity. Costs directly attributable to the issue of common shares, share purchase warrants and share options are recognized as a deduction from equity, net of any related income tax effects.

(f) Loss Per Share

Basic loss per share is computed by dividing loss available to common shareholders by the weighted average number of common shares outstanding during the period. The computation of diluted loss per share assumes the conversion, exercise or contingent issuance of securities only when such conversion, exercise or issuance would have a dilutive effect on loss per share. The dilutive effect of convertible securities is reflected in dilutive earnings per share by application of the "if converted" method. The dilutive effect of outstanding options and warrants and their equivalents is reflected in diluted loss per share.

(g) Taxation

Income tax expense comprises current and deferred income tax. Income tax is recognized in the statement of comprehensive income (loss), except to the extent that it relates to items recognized in other comprehensive income (loss) or directly in equity. In this case the income tax is also recognized in other comprehensive income (loss) or directly in equity, respectively.

Current Income Tax

The current income tax charge is calculated on the basis of the tax laws enacted or substantially enacted at the statement of financial position date in the countries where the Company's subsidiaries operate and generate taxable income. Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions where appropriate on the basis of amounts expected to be paid to the tax authorities.

Deferred Income Tax

Deferred income tax is recognized, using the liability method, on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements. However, the deferred income tax is not accounted for if it arises from initial recognition of an asset or liability in a transaction other than a business combination that at the time of the transaction affects neither accounting nor taxable profit or loss. Deferred income tax is determined using tax rates (and laws) that have been enacted or substantially enacted by the statement of financial position date and are expected to apply when the related deferred income tax asset is realized or the deferred income tax liability is settled. Deferred income tax assets are recognized only to the extent that it is probable that future taxable profit will be available against which the temporary differences can be utilized.

Deferred income tax assets and liabilities are offset when here is a legally enforceable right to offset current tax assets against current tax liabilities and when the deferred income tax assets and liabilities relate to income taxes levied by the same taxation authority on either the taxable entity or different taxable entities where there is an intention to settle the balances on a net basis.

(h) Future accounting pronouncements

A number of new standards, amendments to standards and interpretations are not yet effective as at the date of issuing these statements and have not been applied in preparing these financial statements. The Company has not early adopted any of these standards and is currently evaluating the impact, if any, that these standards might have on its financial statements.

4. Exploration and Evaluation Assets

Dale Property, Quebec

On June 1, 2023, the Company was incorporated as a wholly owned subsidiary of a Canadian public company, Element79. On July 17, 2023, Element79 transferred its option in the Dale Property to the Company, for the issuance of 2,000,000 common shares of the Company (Note 7). On August 22, 2023, the Company entered into a new option agreement to acquire an undivided 100% interest in the Dale Property. In order to exercise the option, the Company must complete the following requirements:

a) Make aggregate cash payments of $99,000 as follows:

   (i) $27,000 to Optionor on or before December 23, 2023 (paid);
   (ii) $21,000 to Optionor on or before December 31, 2023 (paid); and
   (iii) $51,000 to Optionor on or before December 31, 2024 (paid)

b) Make aggregate share payments totaling $129,000 calculated at the price of the volume weighted average price ("VWAP") of the 10 trading days prior to the issuance date, distributed equally between the Optionor and each of the two designees as follows:

   (i) 390,000 of the Company's shares on or before December 31, 2023 (issued); and
   (ii) 390,000 of the Company's shares on or before December 31, 2024 (issued);
   *NOTE: the Optionor reserves the right to make these shares payments in cash, at their election.

c) Execute and deliver to the Optionor on the Closing Date (the date upon which the Company completes an initial public offering), the net smelter return ("NSR") Royalty granting the Optionor a 0.5% NSR royalty on the Property, subject to the right of the Company to re-purchase 100% of the NSR royalty for a total consideration of $525,000 at any time.

A pre-existing 1% NSR royalty to the benefit of Keystone Associates Inc. existed on the property prior to this agreement and is additional to the 0.5% NSR royalty required as part of the Company's option to purchase.

Element79 is currently negotiating the outstanding payment obligation with the Optionor.

The following is a summary of additions to exploration and evaluation assets during the period ended November 30, 2025:

		Dale Property
Acquisition costs		
Balance, February 29, 2024	**$**	**372,131**
Cash option payment		57,000
Share option payments		128,461
Balance, February 28, 2025 and November 30, 2025	**$**	**557,592**
Exploration and evaluation costs		
Balance, February 29, 2024	**$**	**54,242**
Field Expenses		18,904
Geological Reports		2,260
Balance, February 28, 2025 and November 30, 2025	**$**	**75,406**
Total balance, February 28, 2025	**$**	**632,998**
Total balance, November 30, 2025	**$**	**632,998**

4. Exploration and Evaluation Assets (continued…)

Title to exploration and evaluation assets involves certain inherent risks due to the difficulties of determining the validity of certain claims as well as the potential for problems arising from the frequently ambiguous conveyancing history characteristic of many mining properties. The Company has investigated title to its exploration and evaluation assets and, to the best of its knowledge, title to its property is in good standing.

5. Accounts Payable and Accrued Liabilities

		November 30, 2025		February 28, 2025
Accounts payable	$	**364**	$	72,859
Accrued accounting fees		**14,000**		10,000
Accrued management fees (Note 8)		**45,000**		22,500
	$	**59,364**	$	105,359

6. Loan Payable

On September 25, 2023, the Company entered into a loan agreement with an unrelated third party, whereby the third party loaned the Company $200,000 for start-up capital, marketing fees, legal fees, listing fees, and exploration of the Dale Property. The loan accrues interest at 14% per annum on the outstanding principal amount, with no repayments due in the first 12 months, after which payments will be made in the amount of $20,000 per month for 12 consecutive periods. On October 13, 2025, the Company and 1425957 BC Ltd. agreed to amend and restate the loan agreement. The loan, along with the additional advances of $89,833, continues to bear interest at 14% per annum, and is now payable on demand, with no periodic payment required. The final payment will be due September 25, 2025, including any remaining principal balance and accrued interest. As at November 30, 2025, $366,452 (February 28, 2025 - $238,819) of principal plus accrued interest is owing on this loan.

During the nine month period ended November 30, 2025, interest expense of $21,381 (2024 - $21,095) was recorded on this loan.

7. Share Capital

(a) *Authorized Share Capital*

The Company's authorized share capital consists of an unlimited number of voting common shares, unlimited number of non-voting common shares, unlimited number of voting preferred shares, and unlimited number of non-voting preferred shares, all without par value.

(b) *Equity Financings*

During the period ended November 30, 2025, the Company had no share capital transactions.

During the period ended February 28, 2025:

- On December 18, 2024, the Company issued 930,000 common shares valued at $128,461 as part of its option payments on the Dale Property (Note 4). The fair value of the share issuance is $0.138 per share.

(c) *Options and Warrants*

As at November 30, 2025 and February 28, 2025, the Company had no options or warrants outstanding.

8. Related Party Disclosures

Key management personnel are those persons having authority and responsibility for planning, directing and controlling the activities of the Company. The Company has determined that its key management personnel are the members of the Company's current and former Board of Directors and its executive officers.

During the periods ended November 30, 2025, Company entered into the following transactions with key management personnel:

	Three months ended November 30, 2025	Nine months ended November 30, 2025	Three months ended November 30, 2024	Nine months ended November 30, 2024
Management fees	$ 7,500	$ 22,500	$ 7,500	$ 22,500
	$ 7,500	$ 22,500	$ 7,500	$ 22,500

As at November 30, 2025 the Company had $49,742 (February 28, 2025 - $23,901) due to Element79 and $30,000 (2024 - $22,500) included in accounts payable and accrued liabilities for amount due to the CFO. The amounts are unsecured, non-interest bearing and due on demand.

9. Financial Instruments

Fair values

Financial instruments are classified into one of the following categories: fair value through profit and loss ("FVTPL"); amortized cost; and fair value through other comprehensive income ("FVTOCI"). The carrying value of the Company's financial instruments are classified into the following categories:

Financial Instrument	Category	November 30, 2025	February 28, 2025
Due to a related party	Amortized cost	$ 49,742	$ 17,594
Accounts payable and accrued expenses	Amortized cost	$ 59,364	$ 105,359
Loan payable	Amortized cost	$ 366,452	$ 238,819

Financial instruments measured at fair value are classified into one of three levels in the fair value hierarchy based on the degree to which the inputs used to determine the fair value are observable. The three levels of the fair value hierarchy are:

Level 1 - Quoted prices are available in active markets for identical assets or liabilities as of the reporting date. Active markets are those in which transactions occur in sufficient frequency and value to provide pricing information on an ongoing basis.

Level 2 - Pricing inputs are other than quoted prices in active markets included in Level 1. Prices in Level 2 are either directly or indirectly observable as of the reporting date. Level 2 valuations are based on inputs including quoted forward prices for commodities, time value and volatility factors, which can be substantially observed or corroborated in the market place.

Level 3 - Valuations in this level are those with inputs for the asset or liability that are not based on observable market data.

The fair value of due from a related party and accounts payable and accrued liabilities approximates its carrying amounts due to its current nature. The fair value of the Company's loan payable approximates its carrying amount due to its market interest rate, and short term to maturity.

9. Financial Instruments (continued…)

Risk

The Company's risk exposures and the impact on the Company's financial instruments are summarized below:

Credit Risk

Financial instruments that potentially subject the Company to a concentration of credit risk consist primarily of an amount due from Element79. The carrying amount of financial assets represents the maximum credit exposure.

Liquidity Risk

Liquidity risk is managed by ensuring sufficient financial resources are available to meet obligations associated with financial liabilities. As at November 30, 2025, the Company does not have sufficient cash on hand to cover its short-term financial liabilities.

Market Risk

Market risk is the risk of loss that may arise from changes in market factors such as interest rates, foreign exchange rates, and commodity and equity prices. These fluctuations may be significant.

(a) Interest Rate Risk

Interest rate risk is the risk that the fair value or cash flows of a financial instrument will fluctuate because of changes in market interest rates. The exposure to interest rates for the Company is considered minimal. The Company has no variable interest bearing borrowings.

(b) Foreign Currency Risk

As at November 30, 2025, the Company did not have any accounts in foreign currencies and considers foreign currency risk insignificant.

(c) Price Risk

The Company is exposed to price risk with respect to commodity prices. The Company's ability to raise capital to fund exploration and evaluation activities is subject to risks associated with fluctuations in the market price of commodities.

10. Capital Risk Management

The Company manages, as capital, the components of shareholders' equity. The Company's objectives, when managing capital, are to safeguard its ability to continue as a going concern. The Company manages its capital structure, and makes adjustments to it, in light of changes in economic conditions and the risk of characteristics of the underlying assets. To maintain or adjust its capital structure, the Company may attempt to issue common shares, borrow and acquire or dispose of assets. In order to maximize ongoing exploration efforts, the Company does not pay out dividends. The Company's policy is to invest its excess cash, if any, in highly liquid, short-term, interest bearing investments with maturities of one year or less from the date of acquisition.

There are presently no externally imposed capital requirements with which the Company has not complied.

11. Segmented Information

The Company operates in one reportable operating segment, being exploration and evaluation of mineral properties. All of the Company's assets are in Canada.

SCHEDULE N
SPINCO INTERIM MD&A

Please see attached.

Synergy Metals Corp.

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE NINE MONTH PERIOD ENDED NOVEMBER 30, 2025

This discussion and analysis of the financial position and results of operations are prepared as at April, 3, 2026 and should be read in conjunction with the unaudited condensed interim consolidated financial statements for the period ended November 30, 2025, and the audited consolidated financial statements for year ended February 28, 2025 for Synergy Metals Corp. (the "Company" or "Synergy"). The unaudited condensed interim consolidated financial statements for the period ended November 30, 2025, and the audited consolidated financial statements for the year ended February 28, 2025, have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"). Except as otherwise disclosed, all dollar figures included therein and in the following management discussion and analysis ("MD&A") are quoted in Canadian dollars. Additional information relevant to the Company's activities can be found on SEDAR+ at www.sedarplus.com.

Management is responsible for the preparation and integrity of the financial statements, including the maintenance of appropriate information systems, procedures, and internal controls to ensure that information used internally or disclosed externally, including the financial statements and MD&A, is complete and reliable.

Forward Looking Statements

This MD&A contains certain statements that may constitute "forward-looking statements". Forward-looking statements include but are not limited to, statements regarding future anticipated business and financing plans. Although the Company believes that such statements are reasonable, it can give no assurance that such expectations will prove to be correct. Forward-looking statements are typically identified by words such as: "anticipate," "believe," "plan," "estimate," "expect," "intend" and similar expressions to the extent that they relate to the Company or its management or which by their nature refer to future events. The Company cautions investors that any forward-looking statements by the Company are not guarantees of future performance, and that actual results may differ materially from those in forward looking statements as a result of various factors, including the ability to raise the necessary capital or to be fully able to implement its business strategies.

Forward-looking statements are not historical facts but reflect the Company's current expectations and assumptions regarding future results or events. In particular, fluctuations in the securities markets may cause significant reductions in the price of the Company's securities and render it difficult or impossible for the Company to raise the funds necessary to continue operations.

All of the Company's public disclosure filings, including its final long-form prospectus, technical reports and other information, may be accessed via www.sedarplus.com and readers are urged to review these materials.

Company Overview

Synergy Metals Corp. is a junior Canadian mineral exploration company with the primary objective to acquire, explore, and develop viable mineral projects in Canada.

The Company was incorporated on June 1, 2023 under the Business Corporations Act (British Columbia), as a wholly owned subsidiary of Element79 Gold Corp. ("Element79"), a Canadian publicly listed company. The Company's principal office is located at Suite 1100 – 1111 Melville Street, Vancouver, BC, Canada, V6E 3V6.

The Company incorporated a wholly owned subsidiary, 1515041 B.C. Ltd., on December 9, 2024 under the Business Corporations Act (British Columbia). The Company's subsidiary had not yet established any principal activities. The subsidiary is fully consolidated from the date the Company obtains control and continue to be consolidated until the date that control ceases. Control exists when the Company has the power, directly or indirectly, to govern the financial and operating policies of an entity as to obtain benefits from its activities.

Significant Events

On June 1, 2023, the Company was incorporated as a wholly owned subsidiary of a Canadian public company, Element79. On July 17, 2023, Element79 transferred its option in the Dale Property to the Company, for the issuance

of 2,000,000 common shares of the Company

On August 22, 2023, the Company entered into a new option agreement to acquire an undivided 100% interest in the Dale Property.

In order to exercise the option, the Company must complete the following requirements:

a) Make aggregate cash payments of $99,000 as follows:

(i) $27,000 to Optionor on or before December 23, 2023 (paid);
(ii) $21,000 to Optionor on or before December 31, 2023 (paid); and
(iii) $51,000 to Optionor on or before December 31, 2024 (paid)

b) Make aggregate share payments totaling $129,000 calculated at the price of the volume weighted average price ("VWAP") of the 10 trading days prior to the issuance date, distributed equally between the Optionor and each of the two designees as follows:

(i) 390,000 of the Company's shares on or before December 31, 2023 (issued); and
(ii) 390,000 of the Company's shares on or before December 31, 2024 (issued)
*NOTE: the Optionor reserves the right to make these shares payments in cash, at their election.

c) Execute and deliver to the Optionor on the Closing Date (the date upon which the Company completes an initial public offering), the net smelter return ("NSR") Royalty granting the Optionor a 0.5% NSR royalty on the Property, subject to the right of the Company to re-purchase 100% of the NSR royalty for a total consideration of $525,000 at any time.

A pre-existing 1% NSR royalty to the benefit of Keystone Associates Inc. existed on the property prior to this agreement and is additional to the 0.5% NSR royalty required as part of the Company's option to purchase.

Selected Annual Information

The Company's consolidated financial statements for the year ended February 28, 2025 have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

	Year ended February 28, 2025 $	**Period from incorporation on June 1, 2023 to February 29, 2024 $**
Cash	Nil	Nil
Exploration and Evaluation Assets	632,998	372.502
Total assets	632,998	415.448
Total liabilities	361,772	224.909
Shareholders' equity (deficiency)	271,226	190.539
Deficit	(187,366)	(85,721)
Comprehensive Loss	(101,645)	(85,721)
Basic and Diluted Loss Per Share	(0.04)	(0.04)

Selected Quarterly Information

The following table summarizes selected quarterly information for the completed quarters of the Company.

	November 30, 2025	August 31, 2025	May 31, 2025	February 28, 2025	November 30, 2024	August 31, 2024	May 31, 2024	February 29, 2024
	$	$	$	$	$	$	$	$
Cash	-	-	-	-	-	-	--	-
Total assets	632,998	632,998	632,998	632,998	509,736	464,517	466,777	469,319
Total liabilities	475,458	454,563	372,435	361,772	261,150	247,919	228,216	224,909
Working capital (deficiency)	(475,458)	(454,563)	(367,435)	(361,772)	(258,822)	(209,616)	(134,711)	(69,919)
Net and comprehensive loss	(28,377)	(68,951)	(16,358)	(51,950)	(19,143)	(15,995)	(14,557)	(37,355)
Basic and diluted loss per share	(0.02)	(0.02)	(0.01)	(0.01)	(0.01)	(0.01)	(0.01)	(0.02)

Results of Operations

For the nine months ended November 30, 2025

During the nine month period ended November 30, 2025, the Company incurred a comprehensive loss of $104,686 (2024 - $49,695) as a result of:

(i) Interest expense of $21,381 (2024 - $21,095) on its loan payable.
(ii) Management fees of $22,500 (2024 - $22,500).
(iii) Office expense of $208 (2024 - $Nil).
(iv) Professional fees of $69,597 (2024 – $6,100) resulting from the legal and accounting fees.

For the three months ended November 30, 2025

During the three month period ended November 30, 2025, the Company incurred a comprehensive loss of $30,552 (2024 - $19,413) as a result of:

(i) Interest expense of $3,371 (2024 - $6,981) on its loan payable.
(ii) Office expense of $46 (2024 - $Nil).
(iii) Professional fees of $17,460 (2024 – $4,462) resulting from the legal and accounting fees.

Cash from Operating, Investing, and Financing Activities

The following table summarizes the sources and uses of cash for the nine month period ended November 30, 2024:

	November 30, 2025
Cash from operating activities	$ 32,525
Cash used in investing activities	-
Cash provided by financing activities	(32,525)
Net increase (decrease) in cash	$ -

Operating Activities.

During the period ended November 30, 2025, cash from operating activities was $32,525, mainly from a decrease in amounts due from related parties, and loan interest accrued, but not yet paid.

Investing Activities.

During the period ended November, 2025, the Company did not receive use any money on financing activities.

Financing activities

During the period ended November 30, 2025, the Company received $32,525 from financing activities.

Liquidity and Capital Resources

To date, the Company has not yet realized profitable operations. The Company will require additional financing to explore and develop its mineral properties and there can be no assurances that such financing will be available, or if available, will be on reasonable terms.

These financial statements have been prepared assuming the Company will continue on a going-concern basis. The Company has incurred losses since inception and the ability of the Company to continue as a going-concern depends upon its ability to develop profitable operations and to continue to raise adequate financing. Management is actively targeting sources of additional financing through alliances with financial, exploration and mining entities, or other business and financial transactions which would assure continuation of the Company's operations and exploration programs. In order for the Company to meet its liabilities as they come due and to continue its operations, the Company is solely dependent upon its ability to generate such financing.

There can be no assurance that the Company will be able to obtain adequate financing in the future or that the terms of such financing will be favorable. If adequate financing is not available when required, the Company may be required to delay, scale back or eliminate programs and may be unable to continue in operation. The Company may seek such additional financing through debt or equity offerings, but there can be no assurance that such financing will be available on terms acceptable to the Company or at all. Any equity offering will result in dilution to the ownership interests of the Company's shareholders and may result in dilution to the value of such interests.

The Company's revenues, if any, are expected to be in large part derived from the mining and sale of minerals and metals or interests related thereto. The economics of developing and producing properties are affected by many factors including the cost of operations and the market price of the mineral resource. Depending on the market price of mineral resources, the Company may determine that it is impractical to continue commercial production.

Off-Balance Sheet Arrangements

The Company has no off-balance sheet arrangements.

Related Party Disclosures

Key management personnel are those persons having authority and responsibility for planning, directing and controlling the activities of the Company. The Company has determined that its key management personnel are the members of the Company's current and former Board of Directors and its executive officers.

During the periods ended November 30, 2024, Company entered into the following transactions with key management personnel:

	Three months ended November 30, 2025	Nine months ended November 30, 2025	Three months ended November 30, 2024	Nine months ended November 30, 2024
Management fees	$ 7,500	$ 22,500	$ 7,500	$ 22,500
	$ 7,500	$ 22,500	$ 7,500	$ 22,500

As at November 30, 2025 the Company had $49,742 (February 28, 2025 - $23,901) due to Element79 and $30,000 (2024 - $22,500) included in accounts payable and accrued liabilities for amount due to Simcoe Services FZE, a company which employed Rob Bain, CFO. The amounts are unsecured, non-interest bearing and due on demand.

Financial Instruments

Fair values

The Company's financial instruments consist of due from related party, accounts payable and accrued expenses, and a loan payable. The fair value of the amounts due to related party, accounts payable and accrued expenses, and the loan payable approximates their carrying amounts due to their current natures and market interest rates.

Financial instruments measured at fair value are classified into one of three levels in the fair value hierarchy based on the degree to which the inputs used to determine the fair value are observable. The three levels of the fair value hierarchy are:

- Level 1 - Quoted prices are available in active markets for identical assets or liabilities as of the reporting date. Active markets are those in which transactions occur in sufficient frequency and value to provide pricing information on an ongoing basis.

- Level 2 - Pricing inputs are other than quoted prices in active markets included in Level 1. Prices in Level 2 are either directly or indirectly observable as of the reporting date. Level 2 valuations are based on inputs including quoted forward prices for commodities, time value and volatility factors, which can be substantially observed or corroborated in the market place.

- Level 3 - Valuations in this level are those with inputs for the asset or liability that are not based on observable market data.

The Company's risk exposures and the impact on the Company's financial instruments are summarized below:

Credit Risk

Financial instruments that potentially subject the Company to a concentration of credit risk consist primarily of an amount due from Element79. The carrying amount of financial assets represents the maximum credit exposure.

Liquidity Risk

Liquidity risk is managed by ensuring sufficient financial resources are available to meet obligations associated with financial liabilities. As at November 30, 2025, the Company does not have sufficient cash on hand to cover its short-term financial liabilities.

Market Risk

Market risk is the risk of loss that may arise from changes in market factors such as interest rates, foreign exchange rates, and commodity and equity prices. These fluctuations may be significant.

(a) Interest Rate Risk

Interest rate risk is the risk that the fair value or cash flows of a financial instrument will fluctuate because of changes in market interest rates. The exposure to interest rates for the Company is considered minimal. The Company has no variable interest bearing borrowings.

(b) Foreign Currency Risk

As at November 30, 2024, the Company did not have any accounts in foreign currencies and considers foreign currency risk insignificant.

(c) Price Risk

The Company is exposed to price risk with respect to commodity prices. The Company's ability to raise capital to fund exploration and evaluation activities is subject to risks associated with fluctuations in the market price of commodities.

Capital Risk Management

The Company manages, as capital, the components of shareholders' equity. The Company's objectives, when managing capital, are to safeguard its ability to continue as a going concern. The Company manages its capital structure, and makes adjustments to it, in light of changes in economic conditions and the risk of characteristics of the underlying assets. To maintain or adjust its capital structure, the Company may attempt to issue common shares, borrow and acquire or dispose of assets. In order to maximize ongoing exploration efforts, the Company does not pay out dividends. The Company's policy is to invest its excess cash, if any, in highly liquid, short-term, interest bearing investments with maturities of one year or less from the date of acquisition.

There are presently no externally imposed capital requirements with which the Company has not complied.

Segmented Information

The Company operates in one reportable operating segment, being exploration and evaluation of mineral properties. All of the Company's assets are in Canada.

Material Accounting Policies

Please refer to the November 30, 2025 condensed interim consolidated financial statements on www.sedarplus.com for Material Accounting Policies details.

Future accounting pronouncements

A number of new standards, amendments to standards and interpretations are not yet effective as at the date of issuing these statements and have not been applied in preparing these financial statements. The Company has not early adopted any of these standards and is currently evaluating the impact, if any, that these standards might have on its consolidated financial statements.

Outstanding Share Data

The Company's authorized share capital is unlimited common shares without par value.

The following table summarizes information about the share data as at November 30, 2024 and April,3, 2026 :

	November 30, 2025	April, 3, 2026
Number of common shares outstanding	3,320,000	3,320,000,
Number of options outstanding	Nil	Nil
Number of warrants outstanding	Nil	Nil

SCHEDULE O
RESULTING ISSUER PRO FORMA FINANCIAL STATEMENTS

Please see attached.

SYNERGY METALS CORP.

Pro Forma Consolidated Financial Statements

November 30, 2025

(Unaudited)

(Expressed in Canadian Dollars, unless otherwise stated)

SYNERGY METALS CORP.

PRO FORMA CONSOLIDATED STATEMENT OF FINANCIAL POSITION

AS AT November 30, 2025

(Unaudited)

(Expressed in Canadian Dollars)

	Synergy Metals Corp. November 30, 2025	1425957 B.C. Ltd. November 30, 2025	Pro Forma Adjustments	Notes	Consolidated Pro Forma
Assets					
Current					
Cash	$ -	$ 422,381	$ 150,000	2(a)	$ 572,381
Subscriptions receivable	-	10,000	-		10,000
Loans receivable	-	366,452	(366,452)	2(d)	-
Total Current Assets	-	798,833	(216,452)		582,381
Exploration and evaluation assets	632,998	-	-		632,998
Total Assets	$ 632,998	$ 798,833	$ (216,452)		$ 1,215,379
Liabilities					
Current					
Accounts payable and accrued liabilities	$ 59,364	$ 11,443	$ -		$ 70,807
Due to related parties	49,642	13,033	-		62,675
Loan payable	366,452	-	(366,452)	2(d)	-
Total Current Liabilities	475,458	24,476	(366,452)		133,482
Total Liabilities	475,458	24,476	(366,452)		133,482
Shareholders' equity					
Share capital	458,592	838,375	150,000	2(a)	
			(458,592)	2(b)	
			1,132,000	2(b)	2,120,375
Deficit	(301,052)	(64,018)	301,052	2(b)	
			(974,460)	2(b)	(1,038,478)
Total Shareholders' Equity	157,540	774,357	150,000		1,081,897
Total Liabilities and Shareholders' Equity	$ 632,998	$ 798,833	$ (216,452)		$ 1,215,379

SYNERGY METALS CORP.

PRO FORMA CONSOLIDATED STATEMENT OF LOSS AND COMPREHENSIVE LOSS
FOR THE NINE MONTH PERIOD ENDED NOVEMBER 30, 2025
(Unaudited)
(Expressed in Canadian Dollars)

	Synergy Metals Corp. Nine months ended November 30, 2025	1425957 B.C. Ltd. Nine months ended November 30, 2025	Pro Forma Adjustments	Notes	Consolidated Pro Forma
Operating expenses					
Accretion and interest	$ 21,381	$ -	$ (21,381)	2(c)	$ -
Management fees	22,500	10,000	-		32,500
Office and administration	208	596	-		804
Professional fees	69,597	44,831	-		114,428
Share-based compensation	-	80,000	-		80,000
Total operating expenses	113,686	135,427	(21,381)		227,732
Net loss before other income(expense)	(113,686)	(135,427)	21,381		(227,732)
Interest income	-	92,381	(21,381)	2(c)	71,000
Listing fee	-	-	(974,460)	2(c)	(974,460)
Net and comprehensive loss	$ (113,686)	$ (43,046)	$ (974,460)		$ (1,131,192)

See the Notes to the Pro-Forma Consolidated Financial Statements

1. BASIS OF PRESENTATION

The accompanying unaudited pro forma consolidated financial statements of Synergy Metals Corp. ("SpinCo", the "Company", or "Synergy") have been prepared by the management of SpinCo, for inclusion in Element79 Gold Corp.'s management information circular, for SpinCo to become a reporting issuer under the applicable securities legislation in the Provinces of British Columbia and Ontario. The accounting policies used in the Pro-Forma FS are disclosed in the 1425957 B.C. Ltd and Synergy Metals Corp. audited financial statements for the year ended February 28, 2025, which have been prepared in accordance with IFRS® Accounting Standards ("IFRS").

SpinCo has a wholly owned subsidiary, 1515041 B.C. Ltd. ("AcquisitionCo"), which will amalgamate with 1425957 B.C. Ltd. ("142") to form AmalCo. (the "Amalgamation"). On the Amalgamation closing date, it is anticipated that SpinCo issue 24,900,000 shares in exchange for all of the issued and outstanding 142 Shares ("Transaction"). The Amalgamation and Transaction are intended to result in a reverse take-over of SpinCo by 142. As a result of the Amalgamation and Transaction, the shareholders of 142 will own the substantial majority of the resulting issuer's ("Resulting Issuer") shares. After the Amalgamation and Transaction, the business of the Resulting Issuer will be the current business of SpinCo and the Resulting Issuer will operate as an exploration company.

These unaudited pro forma consolidated financial statements of SpinCo have been compiled from and include:

a) SpinCo's audited financial statements as at February 28, 2025;

b) SpinCo's unaudited financial statements as at November 30, 2025, and for the nine months then ended.

c) 142's audited financial statements as at February 28, 2025;

d) 142's unaudited financial statements as at November 30, 2025, and for the nine months then ended.

e) the additional information set out in Note 2.

The Pro-Forma FS should be reviewed in conjunction with above documents.

The unaudited pro forma consolidated statement of financial position gives effect to the acquisition of 142. SpinCo if it had occurred on November 30, 2025.

The unaudited pro-forma consolidated financial statements have been prepared for illustrative purposes only and may not be indicative of the combined entities' financial position and results of operations that would have occurred if the Amalgamation had been in effect at the date indicated as set out in Note 2.

It is management's opinion that the Pro-Forma FS include all adjustments necessary for the fair presentation in all material respects. The Pro-Forma FS is based on estimates and assumptions set forth in the notes to such information. Actual amounts recorded upon completion of the Amalgamation will likely differ from those recorded in the Pro-Forma FS and such differences could be material. Further, the Pro-Forma FS is not necessarily indicative of the results of operations that may be obtained in the future.

The effective tax rate for SpinCo is 27%.

2. PRO FORMA TRANSACTIONS

The pro-forma consolidated financial statements were prepared based on the following assumptions:

(a) On March 30, 2026, 142 closed a private placement and issue 1,500,000 common shares valued $150,000.

(b) SpinCo will acquire all of the issued and outstanding ordinary shares in the capital of 142. by way of a reverse takeover ("RTO"), in exchange of the issuance of 11,320,000 shares in the Company to the 142 shareholders. This will result in 142 becoming a 100% wholly-owned subsidiary of SpinCo. The 11,320,000 shares consist of 3,320,000 common shares of Synergy as at November 30, 2025, plus an additional 8,000,000 common shares issued to the shareholders of Element79 Gold Corp.

(c) For accounting purposes, this transaction will be accounted for as an asset acquisition by 142 of the net assets of SpinCo, as described below. Accordingly, the Pro-Forma FS eliminates SpinCo's share capital ($458,592) and deficit ($301,052) amounts since 142 is deemed to be the acquirer in the Amalgamation.

The transaction will be considered a reverse takeover ("RTO") under the policies of the Canadian Securities Exchange ("CSE"), whereby the acquirer for accounting purposes will be 142.

SpinCo does not meet the definition of a business nor does this Amalgamation meet the definition of a business combination under IFRS 3. The acquisition of SpinCo by 142 constitutes an asset acquisition where purchase of SpinCo's net assets is considered an equity-settled share-based payment under IFRS 2 (Share-based Payment) by 142.

The fair value of the consideration has been allocated to the identifiable assets acquired and liabilities assumed based on their estimated fair values at the date of acquisition as follows:

Consideration			
11,320,000 shares at $0.10 per share		$	1,132,000
Net assets acquired			
Due to related party	$ (49,642)		
Exploration and evaluation assets	632,998		
Accounts payable and accrued liabilities	(59,364)		
Loan payable	(366,452)		
			157,540
Listing fee			974,460
		$	1,132,000

The fair value of the 11,320,000 common shares of SpinCo was determined to be $0.10 per common share, based on the equity financing disclosed in 2a).

(d) As at November 30, 2025, SpinCo had a loan payable to 142 in the amount of $366,452 plus accrued interest. Upon the closing of the transaction, the loan and any accrued interest will be settled upon consolidation.

3. SHARE CAPITAL

Authorized
Unlimited common shares without par value

Issued

	Number of Shares	Capital stock
Capital stock of SpinCo (legal parent) as at November 30, 2025	3,320,000	$ 458,592
Capital stock of 142. as at November 30, 2025	23,400,000	838,375
Private placement of 142 (Note 2(a))	1,500,000	150,000
Cancellation of SpinCo's equity (Note 2(c))	(3,320,000)	(458,592)
Consideration shares issued for acquisition (Note 2(c))	11,320,000	1,132,000
	36,220,000	$ 2,120,375

Warrants

As at November 30, 2025, the Company has the following warrants outstanding:

Number of warrants	Exercise price	Expiry date	Remaining life (years)
1,000,000	$0.10	July 6, 2028	2.60
10,000,000	$0.10	September 22, 2028	2.81
2,375,000	$0.16	September 6, 2029	3.77
3,625,000	$0.16	October 28, 2029	3.91
2,000,000	$0.25	November 7, 2029	3.94
2,000,000	$0.25	November 12, 2029	3.95
21,000,000	**$0.15**		**3.32**

Stock Options

As at November 30, 2025, there were no stock options outstanding or exercisable

4. INCOME TAXES

No value has been ascribed to any acquired tax loss carry forwards obtained by SpinCo as part of the acquisition of 142., as SpinCo is an early-stage company, and it is not known whether sufficient future taxable profits will be available to utilize these losses prior to expiry.

The effective tax rate applicable to the consolidated operations will be 27%.

SCHEDULE P
142 AUDITED FINANCIAL STATEMENTS

Please see attached.

1425957 B.C. LTD.
FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2025 AND
FOR THE PERIOD FROM INCORPORATION ON JULY 6, 2023 TO FEBRUARY 29, 2024
(Expressed in Canadian Dollars)

Independent Auditor's Report

To the Shareholders of 1425957 BC Ltd.:

Opinion

We have audited the financial statements of 1425957 BC Ltd. (the "Company"), which comprise the statements of financial position as at February 28, 2025 and February 29, 2024, and the statements of loss and comprehensive loss, changes in shareholders' equity and cash flows for the year ended February 28, 2025 and for the period from July 6, 2023 to February 29, 2024, and notes to the financial statements, including material accounting policy information.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as at February 28, 2025 and February 29, 2024, and its financial performance and its cash flows for the year ended December 31, 2025 and for the period from July 6, 2023 to February 29, 2024 in accordance with IFRS® Accounting Standards as issued by the International Accounting Standards Board.

Basis for Opinion

We conducted our audits in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with the ethical requirements that are relevant to our audits of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Information

Management is responsible for the other information. The other information comprises Management's Discussion and Analysis.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audits of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audits or otherwise appears to be materially misstated. We obtained Management's Discussion and Analysis prior to the date of this auditor's report. If, based on the work we have performed on this other information, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits and significant audit findings, including any significant deficiencies in internal control that we identify during our audits.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

Calgary, Alberta

April 13, 2026

MNP LLP

Chartered Professional Accountants

MNP

1425957 B.C. LTD.
STATEMENTS OF FINANCIAL POSITION
AS AT FEBRUARY 28, 2025 AND FEBRUARY 29, 2024
(Expressed in Canadian Dollars)

	Note		February 28, 2025		February 29, 2024
ASSETS					
Current					
Cash		**$**	**52,493**	$	1,578
Due from related party	8		**127,900**		-
Advances	6		**73,723**		-
Short-term corporate bond receivable	5		**276,327**		-
Loan receivable	6		**238,819**		212,221
TOTAL ASSETS		**$**	**769,262**	$	213,799
LIABILITIES					
Current					
Accounts payable and accrued liabilities		**$**	**41,859**	$	12,738
Total Liabilities			**41,859**		12,738
SHAREHOLDERS' EQUITY					
Share capital	7		**698,375**		203,375
Subscriptions received in advance			**50,000**		-
Accumulated deficit			**(20,972)**		(2,314)
Total Shareholders' Equity			**727,403**		201,061
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY		**$**	**769,262**	$	213,799

Nature of operations – (Note 1)
Subsequent events – (Note 12)
Plan of arrangement – (Note 13)

Approved by the Director

"signed" Sean Scott

Director

The accompanying notes are an integral part of these financial statements

1425957 B.C. LTD.
STATEMENTS OF LOSS AND COMPREHENSIVE LOSS
FOR THE YEAR ENDED FEBRUARY 28, 2025 AND
FOR THE PERIOD FROM INCORPORATION ON JULY 6, 2023 TO FEBRUARY 29, 2024
(Expressed in Canadian Dollars)

			Year ended February 28, 2025		Period from incorporation July 6, 2023 to February 29, 2024
EXPENSES					
Administrative and general		**$**	**829**	$	773
Professional fees			**71,973**		13,762
LOSS BEFORE OTHER ITEMS			**(72,802)**		(14,535)
OTHER ITEMS					
Interest income	5, 6, 8		**54,144**		12,221
NET LOSS AND COMPREHENSIVE LOSS		**$**	**(18,658)**	$	(2,314)
LOSS PER SHARE		**$**	**(0.00)**	$	(0.00)
Weighted average number of common shares outstanding			**14,757,808**		7,722,689

The accompanying notes are an integral part of these financial statements

1425957 B.C. LTD.
STATEMENTS OF CASH FLOWS
FOR THE YEAR ENDED FEBRUARY 28, 2025 AND
FOR THE PERIOD FROM INCORPORATION ON JULY 6, 2023 TO FEBRUARY 29, 2024
(Expressed in Canadian Dollars)

	Note		Year ended February 28, 2025		Period from incorporation on July 6, 2023 to February 29, 2024
OPERATING ACTIVITIES					
Net loss for the year		**$**	**(18,658)**	$	(2,314)
Non-cash items:					
Interest income	5,6,8		**(54,144)**		(12,221)
Changes in non-cash working capital:					
Accounts payable and accrued liabilities			**29,121**		12,738
Net cash used in operating activities			**(43,681)**		(1,797)
INVESTING ACTIVITIES					
Issuance of loan to a related party	8		**(125,500)**		-
Issuance of corporate bond	5		**(255,000)**		-
Issuance of advances	6		**(69,904)**		-
Issuance of loan receivable	6		**-**		(200,000)
Net cash used in investing activities			**(450,404)**		(200,000)
FINANCING ACTIVITIES					
Shares issued for cash	7		**495,000**		205,000
Share issuance costs	7		**-**		(1,625)
Cash received for shares to be issued			**50,000**		-
Net cash provided by financing activities			**545,000**		203,375
Increase in cash during the year			**50,915**		1,578
Cash, beginning of period			**1,578**		-
Cash, end of period		**$**	**52,493**	$	1,578

The accompanying notes are an integral part of these financial statements

1425957 B.C. LTD.
STATEMENTS OF CHANGES IN SHAREHOLDER'S EQUITY
FOR THE YEAR ENDED FEBRUARY 28, 2025 AND
FOR THE PERIOD FROM INCORPORATION ON JULY 6, 2023 TO FEBRUARY 29, 2024
(Expressed in Canadian Dollars)

	Number of shares	Share capital	Subscriptions receivable	Subscriptions received in advance	Accumulated Deficit	Total shareholders' equity
Balance, July 6, 2023 (Incorporation)	**1,000,000**	**$ 5,000**	**$ -**	**$ -**	**$ -**	**$ 5,000**
Private placements (Note 7)	10,000,000	200,000	-	-	-	200,000
Share issue costs (Note 7)	-	(1,625)	-	-	-	(1,625)
Loss and comprehensive loss for the period	-	-	-	-	(2,314)	(2,314)
Balance, February 29, 2024	**11,000,000**	**203,375**	**-**	**-**	**(2,314)**	**201,061**
Private placements (Note 7)	11,000,000	495,000	-	-	-	495,000
Cash received in advance for shares to be issued	-	-	-	50,000	-	50,000
Loss and comprehensive loss for the year	-	-	-	-	(18,658)	(18,658)
Balance, February 28, 2025	**22,000,000**	**$ 698,375**	**$ -**	**$ 50,000**	**$ (20,972)**	**$ 727,403**

The accompanying notes are an integral part of these financial statements

1. NATURE OF OPERATIONS

1425957 B.C. Ltd. (the "Company" or "Corporation") was incorporated on July 6, 2023 by Certificate of Incorporation issued pursuant to the provisions of the Business Corporations Act (British Columbia).

The head office and registered office of the Company is located at 2600 - 1066 West Hastings Street, Vancouver, BC V6E 3X1.

The principal business of the Company is to identify and evaluate assets or businesses with a view to potentially acquire them or an interest therein by completing a purchase transaction, by exercising of an option or by any concomitant transaction. When an acquisition of this nature is warranted, the Company may require additional funds. There is no guarantee that such funds may be obtained timely and/or at terms favorable to the Company.

On April 10, 2026, the Board of Directors approved the financial statements for the years ended February 28, 2025 and February 29, 2024.

2. BASIS OF PREPARATION

Statement of compliance with IFRS Accounting Standards

These financial statements have been prepared in accordance with IFRS® Accounting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB").

Basis of measurement

The Company's financial statements have been prepared on the historical cost basis.

Functional and reporting currency

These financial statements are presented in Canadian dollars, which is the functional currency of the Company. All amounts are stated in Canadian dollars, except when otherwise indicated.

3. MATERIAL ACCOUNTING POLICIES

The accounting policies set out below have been applied consistently to all periods presented in these financial statements.

Cash

Cash consist of cash with financial institutions and subject to an insignificant risk of change in value. Cash at banks earns interest at floating rates based on daily bank deposit rates.

3. MATERIAL ACCOUNTING POLICIES (CONTINUED)

Financial Instruments

Recognition and derecognition

The Company recognizes a financial asset or financial liability on the statement of financial position when it becomes a party to the contractual provisions of the financial instrument. Financial assets are initially measured at fair value, and are derecognized either when the Company has transferred substantially all the risks and rewards of ownership of the financial asset, or when cash flows expire. Financial liabilities are initially measured at fair value and are derecognized when the obligation specified in the contract is discharged, cancelled or expired. Transaction costs that are directly attributable to the acquisition or issuance of a financial asset or financial liability classified as subsequently measured at amortized cost are included in the fair value of the instrument on initial recognition. Transaction costs for financial assets and financial liabilities classified at fair value through profit or loss are expensed in profit or loss.

Classification and Measurement

The Company determines the classification of its financial instruments at initial recognition. Financial assets and financial liabilities are classified according to the following measurement categories:

i) those to be measured subsequently at fair value, either through profit or loss ("FVTPL") or through other comprehensive income ("FVOCI"); and,
ii) those to be measured subsequently at amortized cost.

The classification and measurement of financial assets after initial recognition at fair value depends on the business model for managing the financial asset and the contractual terms of the cash flows. Financial assets that are held within a business model whose objective is to collect the contractual cash flows, and that have contractual cash flows that are solely payments of principal and interest on the principal outstanding, are generally measured at amortized cost at each subsequent reporting period. All other financial assets are measured at their fair values at each subsequent reporting period, with any changes recorded through profit or loss or through other comprehensive income (which designation is made as an irrevocable election at the time of recognition).

After initial recognition at fair value, financial liabilities are classified and measured at either:

i) amortized cost;
ii) FVTPL.

Impairment of Financial Assets at Amortized Cost

The Company recognizes a loss allowance for expected credit losses on financial assets that are measured at amortized cost. At each reporting date, the Company measures the loss allowance for the financial asset at an amount equal to the lifetime expected credit losses if the credit risk on the financial asset has increased significantly since initial recognition. If at the reporting date, the financial asset has not increased significantly since initial recognition, the Company measures the loss allowance for the financial asset at an amount equal to the twelve month expected credit losses. The Company shall recognize in the statements of loss and comprehensive loss, as an impairment gain or loss, the amount of expected credit losses (or reversal) that is required to adjust the loss allowance at the reporting date to the amount that is required to be recognized.

3. MATERIAL ACCOUNTING POLICIES (CONTINUED)

Taxes

Income tax expense comprises current and deferred income tax. Income tax is recognized in the statements of loss, except to the extent that it relates to items recognized in other comprehensive loss or directly in equity. In this case the income tax is also recognized in other comprehensive loss or directly in equity, respectively.

The current income tax charge is calculated on the basis of the tax laws enacted or substantially enacted at the statement of financial position date in the countries where the Company operates and generates taxable income. Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions where appropriate on the basis of amounts expected to be paid to the tax authorities.

Deferred income tax is recognized, using the liability method, on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements. However, the deferred income tax is not accounted for if it arises from initial recognition of an asset or liability in a transaction other than a business combination that at the time of the transaction affects neither accounting nor taxable profit or loss. Deferred income tax is determined using tax rates (and laws) that have been enacted or substantially enacted by the statement of financial position date and are expected to apply when the related deferred income tax asset is realized or the deferred income tax liability is settled. Deferred income tax assets are recognized only to the extent that it is probable that future taxable profit will be available against which the temporary differences can be utilized.

Deferred income tax assets and liabilities are offset when here is a legally enforceable right to offset current tax assets against current tax liabilities and when the deferred income tax assets and liabilities relate to income taxes levied by the same taxation authority on either the taxable entity or different taxable entities where there is an intention to settle the balances on a net basis.

Share Capital

Equity instruments are contracts that give a residual interest in the net assets of the Company. Financial instruments issued by the Company are classified as equity only to the extent that they do not meet the definition of a financial liability or financial asset. The Company's common shares and warrants are classified as equity instruments if they meet the definition of an equity instrument. Incremental costs directly attributable to the issue of new shares or other equity instruments and are shown in equity as a deduction, net of tax, from the proceeds. Where the Company issued common shares and warrants together as units, value is allocated first to share capital based on the market value of common shares on the date of issue, with any residual value from the proceeds being allocated to the warrants.

3. MATERIAL ACCOUNTING POLICIES (CONTINUED)

Earnings per common share

Basic earnings per common share is calculated by dividing the net income attributable to common shareholders (the numerator) by the weighted average number of common shares outstanding (the denominator) during the year. The denominator (number of units) is calculated by adjusting the shares issued at the beginning of the year by the number of shares bought back or issued during the year, multiplied by a time-weighting factor.

Diluted earnings per common share is calculated by adjusting the denominator for the effects of dilutive share purchase options and any other potential dilutive items. The effects of anti-dilutive potential units are ignored in calculating diluted income per common share. All share purchase options are considered anti-dilutive when the Company is in a loss position, or the average exercise price of the options exceeds the average trading price of the Company's common shares.

Future accounting pronouncements

New standards issued but not yet effective

IFRS 18 Presentation and Disclosure in Financial Statements (" IFRS 18") introduces three sets of new requirements to give investors more transparent and comparable information about companies' financial performance for better investment decisions.

1. Three defined categories for income and expenses – operating, investing or financing – to improve the structure of the income statements, and require all companies to provide new defined subtotals, including operating profit;
2. Requirement for companies to disclose explanations of management-defined performance measures (MPMs) that are related to the income statement; and
3. Enhanced guidance on how to organize information and whether to provide it in the primary financial statements or in the notes.

This new standard is effective for reporting periods beginning on or after January 1, 2027. The Company has not early adopted this standard and is currently evaluating the impact, if any, that the standard might have on its financial statements.

On May 30, 2024, the IASB issued amendments to IFRS 9 and IFRS 7 Classification and Measurement of Financial Instruments. These amendments clarify the date of recognition and derecognition of some financial assets and liabilities, with a new exception for some financial liabilities settled through an electronic cash transfer system; add new disclosures for certain instruments with contractual terms that can change cash flows (such as some instruments with features linked to the achievement of environment, social and governance ("ESG") targets); and update the disclosures for equity instruments designated at fair value through other comprehensive income ("FVOCI"). These amendments apply to annual reporting periods beginning on or after January 1, 2026. Earlier application is permitted. When the amendments are adopted, the Company anticipates no material impact on its financial statements.

4. USE OF ACCOUNTING ESTIMATES AND JUDGMENTS

The preparation of these financial statements requires management to make certain estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and reported amounts of expenses during the reporting period. Actual outcomes could differ from these estimates. These financial statements include estimates which, by their nature, are uncertain. The impacts of such estimates are pervasive throughout the financial statements, and may require accounting adjustments based on future occurrences. Revisions to accounting estimates are recognized in the period in which the estimate is revised and future periods if the revision affects both current and future periods. These estimates are based on historical experience, current and future economic conditions and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

The areas which require management to make significant judgments, estimates and assumptions in determining carrying values include, but are not limited to:

Expected credit loss

Judgments are required to assess credit risk and the recoverability of due from related party, short-term corporate bond receivable, advances and loan receivable, including the ability of the investee to repay the principal amount of the loans upon Company's notice of redemption based on financial and non-financial information about the investee.

Going concern

These financial statements have been prepared on a going concern basis, which assumes that the Company will be able to realize its assets and discharge its liabilities in the normal course of business for the foreseeable future. The assessment of the Company's ability to source future operations and continue as a going concern involves judgement. Estimates and assumptions are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. If the going concern assumption were not appropriate for these financial statements, then adjustments would be necessary in the carrying value of assets and liabilities, the reported revenue and expenses and the statement of financial position classifications used.

5. SHORT-TERM CORPORATE BOND RECEIVABLE

During the year ended February 28, 2025, the Company provided a corporate bond in the amounts of $155,000 and $100,000 to 2660380 Alberta Inc. The bonds are secured, bear interest of 29% and 27.5%, respectively, per annum and payable sixty days after the issuance of the bond. During the year ended February 28, 2025, a total interest of $21,327 (2024 - $Nil) was recorded in the statement of loss and comprehensive loss. As at February 28, 2025, the bonds receivable balance is $276,327 (2024 - $Nil), which represents principal and unpaid interest. Subsequent to the year end, the Company received full repayment on the corporate bond including interest.

6. LOAN RECEIVABLE AND ADVANCES

During the period ended February 29, 2024, the Company provided a loan of $200,000 to Synergy Metals Corp. ("Synergy"). The loan is secured, bears interest of 14% per annum and repayment commences on September 25, 2024 in 12 equal consecutive installments of 20,000 each. In the event of default, the Company will become the 100% beneficial owner of Synergy Metals Corp. The final installment shall include any remaining principal balance, accrued interest, and any outstanding fees or charges. During the year ended February 28, 2025, interest of $30,417 (2024 - $12,221) was recorded in the statement of (loss) income and comprehensive (loss) income. As at February 28, 2025, the loan receivable balance is $238,819 (2024 - $212,221), which represents principal and unpaid interest. During the year ended February 28, 2025, the Company advanced additional $73,723 which was rolled into the loan receivable amount subsequent to year-end. The loan was advanced to Synergy Metals Corp to facilitate plan of arrangement discussed in Note 13.

7. SHARE CAPITAL

Authorized Share Capital

The Company's authorized share capital consists of an unlimited number of voting common shares and unlimited number of non-voting preferred shares, all without par value.

Issued and Outstanding

During the year ended February 28, 2025

- On September 6, 2024, the Company closed a financing by issuing 2,375,000 units at $0.03 per unit for gross proceeds of $77,188. Each unit consists of one common share and one common share purchase warrant. Each warrant is exercisable for a period of five years at $0.16. The warrants had a fair value of $Nil, using the residual value method of valuation.

- On October 28, 2024, the Company closed a financing by issuing 3,625,000 units at $0.03 per unit for gross proceeds of $117,812. Each unit consists of one common share and one common share purchase warrant. Each warrant is exercisable for a period of five years at $0.16. The warrants had a fair value of $Nil, using the residual value method of valuation.

- On November 7, 2024, the Company closed a financing by issuing 2,000,000 units at $0.05 per unit for gross proceeds of $100,000. Each unit consists of one common share and one common share purchase warrant. Each warrant is exercisable for a period of five years at $0.25. The warrants had a fair value of $Nil, using the residual value method of valuation.

- On November 12, 2024, the Company closed a financing by issuing 2,000,000 units at $0.05 per unit for gross proceeds of $100,000. Each unit consists of one common share and one common share purchase warrant. Each warrant is exercisable for a period of five years at $0.25. The warrants had a fair value of $Nil, using the residual value method of valuation.

- On December 3, 2024, the Company closed a financing by issuing 700,000 common shares at $0.10 per share for gross proceeds of $70,000.

7. SHARE CAPITAL (CONTINUED)

- On February 4, 2025, the Company closed a financing by issuing 300,000 common shares at $0.10 per share for gross proceeds of $30,000.

During the period ended February 29, 2024

- On July 6, 2023, the Company closed a financing by issuing 1,000,000 units at $0.005 per unit for gross proceeds of $5,000. Each unit consists of one common share and one common share purchase warrant. Each warrant is exercisable for a period of five years at $0.10. The warrants had a fair value of $Nil, using the residual value method of valuation.

- On September 22, 2023, the Company closed a financing by issuing 10,000,000 units at $0.02 per unit for gross proceeds of $200,000. Each unit consists of one common share and one common share purchase warrant. Each warrant is exercisable for a period of five years at $0.10. The warrants had a fair value of $Nil, using the residual value method of valuation. In connection with this financing, $1,675 share issuance costs were incurred.

Warrants

A summary of changes in the Company's warrants is as follows:

	Number of warrants	Weighted average exercise price
Balance, July 6, 2023	**-**	**-**
Issued	11,000,000	**$0.10**
Balance, February 29, 2024	**11,000,000**	**$0.10**
Issued	10,000,000	$0.20
Balance, February 28, 2025	**21,000,000**	**$0.15**

The following table summarizes information about the warrants outstanding and exercisable at February 28, 2025:

Number of warrants outstanding	Number of warrants exercisable	Exercise price	Remaining life (years)	Expiry date
1,000,000	1,000,000	$0.10	3.35	July 6, 2028
10,000,000	10,000,000	$0.10	3.57	September 22, 2028
2,375,000	2,375,000	$0.16	4.52	September 6, 2029
3,625,000	3,625,000	$0.16	4.67	October 28, 2029
2,000,000	2,000,000	$0.25	4.69	November 7, 2029
2,000,000	2,000,000	$0.25	4.71	November 12, 2029
21,000,000	**21,000,000**	**$0.15**	**4.07**	

8. RELATED PARTY TRANSACTIONS

Key management personnel are those persons having authority and responsibility for planning, directing and controlling the activities of the Company. The Company has determined that its key management personnel are the members of the Company's current and former Board of Directors and its executive officers.
During the year ended February 28, 2025 and period ended February 29, 2024, there were no compensation paid to key management personnel. Included in accounts payable as at February 28, 2025 is $Nil (2024 - $Nil) owed to directors and officer of the Company.

As at February 28, 2025, the Company had a loan receivable from a related party of $127,900 (2024 – Nil) including interest during the year of $2,400. The loan is unsecured, bears interest at 10% per annum, and has no fixed repayment terms. The loan was fully repaid subsequent to year-end.

9. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

Fair values

Financial instruments are classified into one of the following categories: fair value through profit and loss ("FVTPL"); amortized cost; and fair value through other comprehensive income ("FVTOCI"). The carrying value of the Company's financial instruments are classified into the following categories:

Financial Instrument	Category	February 28, 2025	February 29, 2024
Cash	Amortized cost	**$** 52,493	$ 1,578
Due from a related party	Amortized cost	$ 127,900	$ -
Short-term corporate bond receivable	Amortized cost	$ 276,327	$ -
Loan receivable	Amortized cost	$ 238,819	$ 212,221
Advances	Amortized cost	$ 73,723	$ -
Accounts payable and accrued liabilities	Amortized cost	$ (41,859)	$ (12,738)

Financial instruments measured at fair value are classified into one of three levels in the fair value hierarchy based on the degree to which the inputs used to determine the fair value are observable. The three levels of the fair value hierarchy are:

Level 1 - Quoted prices are available in active markets for identical assets or liabilities as of the reporting date. Active markets are those in which transactions occur in sufficient frequency and value to provide pricing information on an ongoing basis.

Level 2 - Pricing inputs are other than quoted prices in active markets included in Level 1. Prices in Level 2 are either directly or indirectly observable as of the reporting date. Level 2 valuations are based on inputs including quoted forward prices for commodities, time value and volatility factors, which can be substantially observed or corroborated in the market place.

Level 3 - Valuations in this level are those with inputs for the asset or liability that are not based on observable market data.

The fair value of cash, due from related party, short-term corporate bond receivable, advances, loan receivable and accounts payable and accrued liabilities approximates their carrying amounts due to their time to maturity.

9. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT (CONTINUED)

Risk

The Company's risk exposures and the impact on the Company's financial instruments are summarized below:

Credit Risk

Credit risk is the risk of financial loss to the Company if a customer or counterparty to a financial instrument fails to meet its contractual obligations. Financial instruments that potentially subject the Company to a concentration of credit risk consist primarily of cash, amounts due from a related party, short-term corporate bond receivable, advances and loan receivable. The carrying amount of financial assets represents the maximum credit exposure.

Liquidity Risk

Liquidity risk is managed by ensuring sufficient financial resources are available to meet obligations associated with financial liabilities. As at February 28, 2025, the Company have a cash balance of $52,493 to settle its current liabilities of $41,859. The Company has sufficient cash on hand to cover its short-term financial liabilities. All of the Company's financial liabilities have contractual maturities of less than 30 days and are subject to normal trade terms.

Market Risk

Market risk is the risk of loss that may arise from changes in market factors such as interest rates, foreign exchange rates, and commodity and equity prices. These fluctuations may be significant.

(a) Interest Rate Risk

Interest rate risk is the risk that the fair value or cash flows of a financial instrument will fluctuate because of changes in market interest rates. The exposure to interest rates for the Company is considered minimal. The Company has no variable interest bearing borrowings.

(b) Foreign Currency Risk

As at February 28, 2025, the Company did not have any accounts in foreign currencies and considers foreign currency risk insignificant.

(c) Price Risk

The Company is exposed to price risk with respect to commodity prices. The Company's ability to raise capital to fund exploration and evaluation activities is subject to risks associated with fluctuations in the market price of commodities

10. CAPITAL MANAGEMENT

The Company manages, as capital, the components of total shareholders' equity. The Company's objectives, when managing capital, are to safeguard its ability to continue as a going concern. The Company manages its capital structure, and makes adjustments to it, in light of changes in economic conditions and the risk of characteristics of the underlying assets. To maintain or adjust its capital structure, the Company may attempt to issue common shares, borrow and acquire or dispose of assets. In order to maximize ongoing exploration efforts, the Company does not pay out dividends. The Company's policy is to invest its excess cash, if any, in highly liquid, short-term, interest bearing investments with maturities of one year or less from the date of acquisition.

There are presently no externally imposed capital requirements with which the Company has not complied.

11. INCOME TAXES

The following is a reconciliation of income taxes attributable to operations at the statutory rates to income tax recovery.

		February 28, 2025		February 29, 2024
Loss before tax	**$**	**(18,658)**	$	(2,314)
Statutory tax rate		**27%**		27%
Expected tax recovery	**$**	**(5,038)**	$	(625)
Change in unrecognized temporary differences		**5,038**		625
Tax recovery for the year	**$**	**-**	$	**-**

Deferred tax balances

The tax effects of temporary differences that give rise to future income tax assets are as follows:

		February 28, 2025		February 29, 2024
Non-capital losses carry-forward	**$**	**5,662**	$	625
Total deferred tax assets		**5,662**		625
Less: Unrecognized deferred tax assets		**(5,662)**		(625)
Net deferred tax assets	**$**	**-**	$	**-**

11. INCOME TAXES (CONTINUED)

Deferred tax balances (continued)

The significant components of the Company's unrecognized deferred tax assets are as follows:

	February 28, 2025	Expiry Date Range	February 29, 2024
Non-capital losses	**$ 21,000**	2044 - 2045	$ 3,000

12. SUBSEQUENT EVENTS

- On March 10, 2025, the Company closed a financing by issuing 600,000 units at $0.10 per unit for gross proceeds of $60,000. Each unit consists of one common share and one common share purchase warrant. Each warrant is exercisable for a period of five years at $0.10.

- On July 4, 2025, the Company issued 800,000 common shares at $0.10 per share to directors and consultants of the Company.

- On March 30, 2026, the Company closed a financing by issuing 1,500,000 common shares at $0.10 per share for gross proceeds of $150,000.

13. PLAN OF ARRANGEMENT

Element79 Gold Corp. ("E79") intends to carry out a plan of arrangement (the "Arrangement") to spin out Synergy Metals Corp. ("Synergy") pursuant to the *Business Corporations Act* (British Columbia) which will involve, among other things, the distribution of up to 9,000,000 common shares of Synergy Metals Corp. to E79 securityholders pro rata in respect of each E79 securityholders holdings of common shares, warrants and options of E79 (subject to the exercise of such options and warrants) held on the effective date of the Arrangement.

Synergy Metals Corp. ("Synergy") has a wholly owned subsidiary, 1515041 B.C. Ltd., which will amalgamate with the Company to form AmalCo. (the "Amalgamation"). The Amalgamation is intended to result in a reverse take-over of Synergy by the Company. As a result of the Amalgamation, the shareholders of the Company will own the substantial majority of the resulting issuer's ("Resulting Issuer") shares. After the Amalgamation, the business of the Resulting Issuer will be the current business of Synergy and the Resulting Issuer will operate as an exploration company.

SCHEDULE Q
142 ANNUAL MD&A

Please see attached.

1425957 B.C. LTD.

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE YEAR ENDED FEBRUARY 28, 2025

This discussion and analysis of the financial position and results of operations are prepared as at April 2 2026 and should be read in conjunction with the audited financial statements for the year ended February 28, 2025 and the period from incorporation on July 6, 2023 to February 29, 2024 for 1425957 B.C. Ltd. (the "Company" or "Corporation"). The financial statements for the year ended February 28, 2025 and the period from incorporation on July 6, 2023 to February 29, 2024, have been prepared in accordance with IFRS® Accounting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB"). Except as otherwise disclosed, all dollar figures included therein and in the following management discussion and analysis ("MD&A") are quoted in Canadian dollars.

Management is responsible for the preparation and integrity of the financial statements, including the maintenance of appropriate information systems, procedures, and internal controls to ensure that information used internally or disclosed externally, including the financial statements and MD&A, is complete and reliable.

Forward Looking Statements

This MD&A contains certain statements that may constitute "forward-looking statements". Forward-looking statements include but are not limited to, statements regarding future anticipated business and financing plans. Although the Company believes that such statements are reasonable, it can give no assurance that such expectations will prove to be correct. Forward-looking statements are typically identified by words such as: "anticipate," "believe," "plan," "estimate," "expect," "intend" and similar expressions to the extent that they relate to the Company or its management or which by their nature refer to future events. The Company cautions investors that any forward-looking statements by the Company are not guarantees of future performance, and that actual results may differ materially from those in forward looking statements as a result of various factors, including the ability to raise the necessary capital or to be fully able to implement its business strategies.

Forward-looking statements are not historical facts but reflect the Company's current expectations and assumptions regarding future results or events. In particular, fluctuations in the securities markets may cause significant reductions in the price of the Company's securities and render it difficult or impossible for the Company to raise the funds necessary to continue operations.

Company Overview

1425957 B.C. Ltd. was incorporated on July 6, 2023 by Certificate of Incorporation issued pursuant to the provisions of the Business Corporations Act (British Columbia).

The head office and registered office of the Company is located at 2600 - 1066 West Hastings Street, Vancouver, BC V6E 3X1.

The principal business of the Company is to identify and evaluate assets or businesses with a view to potentially acquire them or an interest therein by completing a purchase transaction, by exercising of an option or by any concomitant transaction. When an acquisition of this nature is warranted, the Company may require additional funds. There is no guarantee that such funds may be obtained timely and/or at terms favorable to the Company.

Selected Annual Information

The Company's financial statements for the year ended February 28, 2025 and the period from incorporation on July 6, 2023 to February 29, 2024 have been prepared in accordance with IFRS Accounting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

	Year ended February 28, 2025 $	Period from incorporation on July 6, 2023 to February 29, 2024 $
Cash	52,493	1,578
Total assets	769,262	213,799
Total liabilities	41,859	12,738
Shareholders' equity (deficiency)	727,403	206,061
Deficit	(20,972)	(2,314)
Comprehensive Loss	(18,658)	(2,314)
Basic and Diluted Loss Per Share	(0.00)	(0.00)

Selected Quarterly Information

The following table summarizes selected quarterly information for the completed quarters of the Company.

	February 28, 2025 $	November 30, 2024 $	August 31, 2024 $	May 31, 2024 $	February 29, 2024 $	November 30 2023 $	August 31, 2023 $
Cash	52,493	105,422	77,882	722	1,578	2,958	180,414
Total assets	769,262	652,735	304,217	220,000	213,799	208,031	183,914
Total liabilities	41,859	5,000	12,800	12,738	12,738	3,250	-
Working capital	727,403	647,735	291,417	207,262	201,061	204,781	183,914
Net income (loss) and comprehensive income (loss)	9,683	(41,510)	6,968	6,201	(4,208)	3,265	(1,371)
Basic and diluted loss per share	0.00	(0.00)	0.00	0.00	(0.00)	0.00	(0.00)

Results of Operations

For the year ended February 28, 2025:

During the year ended February 28, 2025, the Company incurred a comprehensive loss of $18,658 (during the period from incorporation on July 6, 2023 to February 29, 2024 - $2,314) as a result of:

(i) Administrative and general expenses of $829 (2024 - $773)
(ii) Professional fees of $71,973 (2024 – $13,762) resulting from the legal and accounting fees.
(iii) Interest income of $54,144 (2024 - $12,221) on the loans and short-term corporate bonds provided to a related party and third parties.

For the three months ended February 28, 2025:

During the three month period ended February 28, 2025, the Company incurred a comprehensive income of $9,683 (2024 - comprehensive loss of $4,208) as a result of:

(i) Administrative and general expenses of $415 (2024 - $555)
(ii) Professional fees of $17,954 (2024 – $10,811) resulting from the legal and accounting fees.
(iii) Interest income of $28,052 (2024 - $7,158) on the loans and short-term corporate bonds provided to a related party and third parties.

Cash from Operating, Investing, and Financing Activities

The following table summarizes the sources and uses of cash for the year ended February 28, 2025:

	February 28, 2025
Cash from operating activities	$ (43,681)
Cash used in investing activities	(450,404)
Cash provided by financing activities	545,000
Net increase (decrease) in cash	$ 50,915

Liquidity and Capital Resources

To date, the Company has not yet realized profitable operations. The Company will require additional financing to explore and develop its mineral properties and there can be no assurances that such financing will be available, or if available, will be on reasonable terms.

These financial statements have been prepared assuming the Company will continue on a going-concern basis. The Company has incurred losses since inception and the ability of the Company to continue as a going-concern depends upon its ability to develop profitable operations and to continue to raise adequate financing. Management is actively targeting sources of additional financing through alliances with financial, exploration and mining entities, or other business and financial transactions which would assure continuation of the Company's operations and exploration programs. In order for the Company to meet its liabilities as they come due and to continue its operations, the Company is solely dependent upon its ability to generate such financing.

There can be no assurance that the Company will be able to obtain adequate financing in the future or that the terms of such financing will be favorable. If adequate financing is not available when required, the Company may be required to delay, scale back or eliminate programs and may be unable to continue in operation. The Company may seek such additional financing through debt or equity offerings, but there can be no assurance that such financing will be available on terms acceptable to the Company or at all. Any equity offering will result in dilution to the ownership interests of the Company's shareholders and may result in dilution to the value of such interests.

Off-Balance Sheet Arrangements

The Company has no off-balance sheet arrangements.

Related Party Disclosures

Key management personnel are those persons having authority and responsibility for planning, directing and controlling the activities of the Company. The Company has determined that its key management personnel are the members of the Company's current and former Board of Directors and its executive officers.
During the year ended February 28, 2025 and February 29, 2024, there were no compensation paid to key management personnel.

Included in accounts payable as at February 28, 2025 is $Nil (2024 - $Nil) owed to directors and officer of the Company.

As at February 28, 2025, the Company has a loan receivable from a related party included in due from Sean Scott, President of the Company of $127,900 (2024 – Nil) including interest of $2,400. The loan is unsecured, bears interest at 10% per annum, and has no fixed repayment terms.

Financial Instruments

Fair values

Financial instruments are classified into one of the following categories: fair value through profit and loss ("FVTPL"); amortized cost; and fair value through other comprehensive income ("FVTOCI"). The carrying value of the Company's financial instruments are classified into the following categories:

Financial Instrument	Category	February 28, 2025	February 29, 2024
Cash	Amortized cost	$ 52,493	$ 1,578
Due (to)/from a related party	Amortized cost	$ 127,900	$ -
Short-term corporate bond receivable	Amortized cost	$ 276,327	$ -
Advances	Amortized cost	$ 73,723	$ -
Loan receivable	Amortized cost	$ 238,819	$ 212,221
Accounts payable and accrued liabilities	Amortized cost	$ (41,859)	$ (12,738)

Financial instruments measured at fair value are classified into one of three levels in the fair value hierarchy based on the degree to which the inputs used to determine the fair value are observable. The three levels of the fair value hierarchy are:

Level 1 - Quoted prices are available in active markets for identical assets or liabilities as of the reporting date. Active markets are those in which transactions occur in sufficient frequency and value to provide pricing information on an ongoing basis.

Level 2 - Pricing inputs are other than quoted prices in active markets included in Level 1. Prices in Level 2 are either directly or indirectly observable as of the reporting date. Level 2 valuations are based on inputs including quoted forward prices for commodities, time value and volatility factors, which can be substantially observed or corroborated in the market place.

Level 3 - Valuations in this level are those with inputs for the asset or liability that are not based on observable market data.

Cash is measured at fair value, using level 1 inputs. The fair value of loans receivables and accounts payable and accrued liabilities approximates their carrying amounts due to their time to maturity

Risk

The Company's risk exposures and the impact on the Company's financial instruments are summarized below:

Credit Risk

Financial instruments that potentially subject the Company to a concentration of credit risk consist primarily of cash, amounts due from a related party, Synergy Metals Corp. and 2660380 Alberta Inc. The carrying amount of financial assets represents the maximum credit exposure.

Liquidity Risk

Liquidity risk is managed by ensuring sufficient financial resources are available to meet obligations associated with financial liabilities. As at February 28, 2025, the Company have a cash balance of $52,493 to settle its current liabilities of $41,859. The Company has sufficient cash on hand to cover its short-term financial liabilities. All of the Company's financial liabilities have contractual maturities of less than 30 days and are subject to normal trade terms.

Market Risk

Market risk is the risk of loss that may arise from changes in market factors such as interest rates, foreign exchange rates, and commodity and equity prices. These fluctuations may be significant.

(a) Interest Rate Risk

Interest rate risk is the risk that the fair value or cash flows of a financial instrument will fluctuate because of changes in market interest rates. The exposure to interest rates for the Company is considered minimal. The Company has no variable interest bearing borrowings.

(b) Foreign Currency Risk

As at February 28, 2025, the Company did not have any accounts in foreign currencies and considers foreign currency risk insignificant.

(c) Price Risk

The Company is exposed to price risk with respect to commodity prices. The Company's ability to raise capital to fund exploration and evaluation activities is subject to risks associated with fluctuations in the market price of commodities

Capital Risk Management

The Company manages, as capital, the components of shareholders' equity. The Company's objectives, when managing capital, are to safeguard its ability to continue as a going concern. The Company manages its capital structure, and makes adjustments to it, in light of changes in economic conditions and the risk of characteristics of the underlying assets. To maintain or adjust its capital structure, the Company may attempt to issue common shares, borrow and acquire or dispose of assets. In order to maximize ongoing exploration efforts, the Company does not pay out dividends. The Company's policy is to invest its excess cash, if any, in highly liquid, short-term, interest bearing investments with maturities of one year or less from the date of acquisition.

There are presently no externally imposed capital requirements with which the Company has not complied.

Material Accounting Policies

Please refer to the February 28, 2025 financial statements for Material Accounting Policies details.

Future accounting pronouncements

New standards issued but not yet effective

IFRS 18 Presentation and Disclosure in Financial Statements – IFRS 18 introduces three sets of new requirements to give investors more transparent and comparable information about companies' financial performance for better investment decisions.

1. Three defined categories for income and expenses – operating, investing or financing – to improve the structure of the income statements, and require all companies to provide new defined subtotals, including operating profit;
2. Requirement for companies to disclose explanations of management-defined performance measures (MPMs) that are related to the income statement; and
3. Enhanced guidance on how to organize information and whether to provide it in the primary financial statements or in the notes.

This new standard is effective for reporting periods beginning on or after January 1, 2027. The Company has not early adopted this standard and is currently evaluating the impact, if any, that the standard might have on its financial statements.

Outstanding Share Data

The Company's authorized share capital is unlimited common shares without par value.

The following table summarizes information about the share data as at February 28, 2025 and April 2, 2026:

	February 28, 2025	April 2, 2026
Number of common shares outstanding	22,000,000	24,900,000,
Number of options outstanding	Nil	Nil
Number of warrants outstanding	21,000,000	22,000,000

Subsequent Events

- On March 10, 2025, the Company closed a financing by issuing 600,000 common shares at $0.10 per share for gross proceeds of $60,000.

- On March 30, 2026, the Company closed a financing by issuing 1,500,000 common shares at $0.10 per share for gross proceeds of $150,000.

SCHEDULE R
142 INTERIM FINANCIAL STATEMENTS

Please see attached.

1425957 B.C. LTD.
CONDENSED INTERIM FINANCIAL STATEMENTS
FOR THE THREE AND NINE MONTHS ENDED NOVEMBER 30, 2025 AND 2024
(Unaudited)
(Expressed in Canadian Dollars)

1425957 B.C. LTD.
CONDENSED INTERIM STATEMENTS OF FINANCIAL POSITION
(Unaudited)
(Expressed in Canadian Dollars)

	Note		November 30, 2025 (Unaudited)		February 28, 2025 (Audited)
ASSETS					
Current					
Cash		**$**	**422,381**	$	52,493
Due from related party	8		**-**		127,900
Advances			**-**		73,723
Subscriptions receivable			**10,000**		-
Short-term corporate bond receivable	5		**-**		276,327
Loan receivable	6		**366,452**		238,819
TOTAL ASSETS		**$**	**798,833**	$	769,262
LIABILITIES					
Current					
Accounts payable and accrued liabilities		**$**	**11,443**	$	41,859
Due to related party	8		**13,033**		-
Total Liabilities			**24,476**		41,859
SHAREHOLDERS' EQUITY					
Share capital	7		**838,375**		698,375
Subscriptions received in advance			**-**		50,000
Accumulated deficit			**(64,018)**		(20,972)
Total Shareholders' Equity			**774,357**		727,403
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY		**$**	**798,833**	$	769,262

Nature of operations – (Note 1)
Subsequent events – (Note 10)
Plan of arrangement – (Note 11)

Approved by the Director

"signed" Sean Scott

Director

The accompanying notes are an integral part of these unaudited condensed interim financial statements

1425957 B.C. LTD.
CONDENSED INTERIM STATEMENTS OF LOSS AND COMPREHENSIVE LOSS
FOR THE THREE AND NINE MONTHS PERIODS ENDED NOVEMBER 30, 2025 AND 2024
(Unaudited)
(Expressed in Canadian Dollars)

	Note	Three months ended		Nine months ended	
		November 30, 2025	November 30, 2024	**November 30, 2025**	November 30, 2024
EXPENSES					
Administrative and general		**$ 298**	$ 257	**$ 596**	$ 398
Management fees		**10,000**	-	**10,000**	-
Professional fees		**29,536**	53,231	**44,831**	54,019
Share based compensation	7	**80,000**	-	**80,000**	-
		(119,834)	(53,488)	**(135,427)**	(54,417)
OTHER ITEMS					
Interest income	5, 6, 8	**29,694**	11,978	**92,381**	26,092
Net loss and comprehensive loss		**$ (90,140)**	$ (41,510)	**$ (43,046)**	$ (28,325)
Loss per share		**$ (0.00)**	$ (0.00)	**$ (0.00)**	$ (0.00)
Weighted average number of common shares outstanding		**22,600,000**	12,105,479	**23,011,636**	12,105,479

The accompanying notes are an integral part of these unaudited condensed interim financial statements

1425957 B.C. LTD.
CONDENSED INTERIM STATEMENTS OF CASH FLOWS
FOR THE NINE MONTH PERIODS ENDED NOVEMBER 30, 2025 AND 2024
(Unaudited)
(Expressed in Canadian Dollars)

	Note	November 30, 2025	November 30, 2024
OPERATING ACTIVITIES			
Net loss for the period		**$ (43,046)**	$ (28,325)
Non-cash items:			
Interest income	5,6,8	**(92,314)**	(26,092)
Share based compensation		**80,000**	-
Changes in non-cash working capital:			
Accounts payable and accrued liabilities		**(30,416)**	(7,738)
Net cash used in operating activities		**(85,776)**	(62,155)
INVESTING ACTIVITIES			
Issuance of loan to a related party	8	**(70,250)**	(54,000)
Related party loan repayment	8	**218,500**	-
Issuance of treasury bond	5	**-**	(255,000)
Corporate bond repayment	5	**327,342**	-
Issuance of loan receivable	6	**(19,928)**	-
Net cash provided by (used in) investing activities		**455,664**	(309,000)
FINANCING ACTIVITIES			
Cash received for shares to be issued	7	**-**	79,999
Shares issued for cash	7	**-**	395,000
Net cash provided by financing activities		**-**	474,999
Increase in cash during the year		**369,888**	103,844
Cash, beginning of period		**52,493**	1,578
Cash, end of period		**$ 422,381**	$ 105,422

The accompanying notes are an integral part of these unaudited condensed interim financial statements

1425957 B.C. LTD.
CONDENSED INTERIM STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
FOR THE THREE AND NINE MONTHS ENDED NOVEMBER 30, 2025 AND NOVEMBER 30, 2024
(Unaudited)
(Expressed in Canadian Dollars)

	Number of shares	Share capital	Subscriptions received in advance	Deficit	Total shareholders' equity
February 29, 2024	**11,000,000**	**203,375**	**-**	**(2,314)**	**201,061**
Private placements	10,000,000	395,000	-	-	395,000
Cash received in advance for shares to be issued	-	-	79,999	-	79,999
Income and comprehensive income for the period	-	-	-	(28,325)	(28,325)
November 30, 2024	**21,000,000**	**598,375**	**79,999**	**(30,639)**	**647,735**
February 28, 2025	**22,000,000**	**698,375**	**50,000**	**(20,972)**	**727,403**
Private placements (Note 7)	600,000	60,000	(50,000)	-	**10,000**
Share based compensation (Note 7)	800,000	80,000	-	-	**80,000**
Income and comprehensive income for the year	-	-	-	(43,046)	**(43,046)**
November 30, 2025	**23,400,000**	**$ 838,375**	**$ -**	**$ (64,018)**	**$ 774,357**

The accompanying notes are an integral part of these unaudited condensed interim financial statements

1. NATURE OF OPERATIONS AND GOING CONCERN

1425957 B.C. Ltd. (the "Company" or "Corporation") was incorporated on July 6, 2023 by Certificate of Incorporation issued pursuant to the provisions of the Business Corporations Act (British Columbia).

The head office and registered office of the Company is located at 2600 - 1066 West Hastings Street, Vancouver, BC V6E 3X1.

The principal business of the Company is to identify and evaluate assets or businesses with a view to potentially acquire them or an interest therein by completing a purchase transaction, by exercising of an option or by any concomitant transaction. When an acquisition of this nature is warranted, the Company may require additional funds. There is no guarantee that such funds may be obtained timely and/or at terms favorable to the Company.

On 10 April, 2026, the Board of Directors approved the financial statements for the period ended November 30, 2025.

2. BASIS OF PREPARATION

Statement of compliance with IFRS Accounting Standards

These condensed interim financial statements have been prepared in accordance with IAS 34, Interim Financial Reporting ("IAS 34"). The condensed interim financial statements should be read in conjunction with the Company's annual financial statements for the year ended February 28, 2025, which have been prepared in accordance IFRS® Accounting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB"). They do not include all of the information required for a complete set of financial statements prepared in accordance with IFRS Accounting Standards.

Basis of measurement

The Company's financial statements have been prepared on the historical cost. The financial statements are presented in Canadian dollars, which is the Company's functional currency unless otherwise stated.

3. MATERIAL ACCOUNTING POLICIES

The accounting policies applied in these interim condensed financial statements are the same as those applied in the Company's financial statements as at and for the year ended February 28, 2025.

Future accounting pronouncements

IFRS 18 Presentation and Disclosure in Financial Statements – IFRS 18 introduces three sets of new requirements to give investors more transparent and comparable information about companies' financial performance for better investment decisions.

1. Three defined categories for income and expenses – operating, investing or financing – to improve the structure of the income statements, and require all companies to provide new defined subtotals, including operating profit;
2. Requirement for companies to disclose explanations of management-defined performance measures (MPMs) that are related to the income statement; and
3. Enhanced guidance on how to organize information and whether to provide it in the primary financial statements or in the notes.

This new standard is effective for reporting periods beginning on or after January 1, 2027. The Company has not early adopted this standard and is currently evaluating the impact, that the standard might have on its financial statements.

On May 30, 2024, the IASB issued amendments to IFRS 9 and IFRS 7 Classification and Measurement of Financial Instruments. These amendments clarify the date of recognition and derecognition of some financial assets and liabilities, with a new exception for some financial liabilities settled through an electronic cash transfer system; add new disclosures for certain instruments with contractual terms that can change cash flows (such as some instruments with features linked to the achievement of environment, social and governance ("ESG") targets); and update the disclosures for equity instruments designated at fair value through other comprehensive income ("FVOCI"). These amendments apply to annual reporting periods beginning on or after January 1, 2026. Earlier application is permitted. When the amendments are adopted, the Company anticipates no material impact on its financial statements.

4. USE OF ACCOUNTING ESTIMATES AND JUDGMENTS

The preparation of these financial statements requires management to make certain estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and reported amounts of expenses during the reporting period. Actual outcomes could differ from these estimates. These financial statements include estimates which, by their nature, are uncertain. The impacts of such estimates are pervasive throughout the financial statements, and may require accounting adjustments based on future occurrences. Revisions to accounting estimates are recognized in the period in which the estimate is revised and future periods if the revision affects both current and future periods. These estimates are based on historical experience, current and future economic conditions and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

The significant judgements and accounting estimates made by management in applying the Company's accounting policies were the same as those described in the last annual financial statements.

5. SHORT-TERM CORPORATE BOND RECEIVABLE

During the period ended February 29, 2024, the Company provided a corporate bond in the amounts of $155,000 and $100,000 to 2660380 Alberta Inc. The bonds are secured, bear interest of 29% and 27.5%, respectively, per annum and payable sixty days after the issuance of the bond. During the nine month period ended November 30, 2025, a total interest of $44,036 (November 30, 2024 - $Nil) was recorded in the statements of income and comprehensive income. As at November 30, 2025, the bonds receivable balance is $Nil (February 28, 2025 - $276,327), the Company fully received the corporate bond including interest during the period ended November 30, 2025.

6. LOAN RECEIVABLE AND ADVANCES

During the period ended February 29, 2024, the Company provided a loan of $200,000 to Synergy Metals Corp. (“Synergy”). During the year ended February 28, 2025, the Company provided an additional $73,723 to Synergy. The loan is secured, bears interest of 14% per annum and repayment commences on September 25, 2024 in 12 equal consecutive installments of 20,000 each. In the event of default, the Company will become the 100% beneficial owner of Synergy Metals Corp. The final installment shall include any remaining principal balance, accrued interest, and any outstanding fees or charges. During the nine month period ended November 30, 2025, the Company provided an additional $19,928 to Synergy, interest of $33,982 (November 30, 2024 - $21,095) was recorded in the statement of loss. As at November 30, 2025, the loan receivable balance is $366,452 (February 28, 2025 - $238,819), which represents principal and unpaid interest. The loan was advanced to Synergy Metals Corp to facilitate plan of arrangement discussed in Note 11.

7. SHARE CAPITAL

Authorized Share Capital

The Company's authorized share capital consists of an unlimited number of voting common shares and unlimited number of non-voting preferred shares, all without par value.

Issued and Outstanding

During the nine month period ended November 30, 2025

- On March 10, 2025, the Company closed a financing by issuing 600,000 common shares at $0.10 per share for gross proceeds of $60,000.

- On July 4, 2025, the Company issued 800,000 common shares as compensation shares to directors and officers of the Company, with a fair value of $0.10 per share

During the year ended February 28, 2025

- On September 6, 2024, the Company closed a financing by issuing 2,375,000 units at $0.0325 per unit for gross proceeds of $77,188. Each unit consists of one common share and one common share purchase warrant. Each warrant is exercisable for a period of five years at $0.16. The warrants had a fair value of $Nil, using the residual value method of valuation.

- On October 28, 2024, the Company closed a financing by issuing 3,625,000 units at $0.0325 per unit for gross proceeds of $117,812. Each unit consists of one common share and one common share purchase warrant. Each warrant is exercisable for a period of five years at $0.16. The warrants had a fair value of $Nil, using the residual value method of valuation.

- On November 7, 2024, the Company closed a financing by issuing 2,000,000 units at $0.05 per unit for gross proceeds of $100,000. Each unit consists of one common share and one common share purchase warrant. Each warrant is exercisable for a period of five years at $0.25. The warrants had a fair value of $Nil, using the residual value method of valuation.

- On November 12, 2024, the Company closed a financing by issuing 2,000,000 units at $0.05 per unit for gross proceeds of $100,000. Each unit consists of one common share and one common share purchase warrant. Each warrant is exercisable for a period of five years at $0.25. The warrants had a fair value of $Nil, using the residual value method of valuation.

- On December 3, 2024, the Company closed a financing by issuing 700,000 common shares at $0.10 per share for gross proceeds of $70,000.

- On February 4, 2025, the Company closed a financing by issuing 300,000 common shares at $0.10 per share for gross proceeds of $30,000.

7. SHARE CAPITAL (CONTINUED)

Warrants

A summary of changes in the Company's warrants is as follows:

	Number of warrants	Weighted average exercise price
Balance, February 29, 2024	**11,000,000**	**$0.10**
Issued	10,000,000	**$0.20**
Balance, February 28, 2025 and November 30, 2025	**21,000,000**	**$0.15**

The following table summarizes information about the warrants outstanding and exercisable at November 30, 2025:

Number of warrants outstanding	Number of warrants exercisable	Exercise price	Remaining life (years)	Expiry date
1,000,000	1,000,000	$0.10	2.65	July 6, 2028
10,000,000	10,000,000	$0.10	2.81	September 22, 2028
2,375,000	2,375,000	$0.16	3.77	September 6, 2029
3,625,000	3,625,000	$0.16	3.91	October 28, 2029
2,000,000	2,000,000	$0.25	3.94	November 7, 2029
2,000,000	2,000,000	$0.25	3.95	November 12, 2029
21,000,000	**21,000,000**	**$0.15**	**3.32**	

8. RELATED PARTY TRANSACTIONS

Key management personnel are those persons having authority and responsibility for planning, directing and controlling the activities of the Company. The Company has determined that its key management personnel are the members of the Company's current and former Board of Directors and its executive officers.

During the period ended November 30, 2025 the Company paid $10,000 (November 30, 2024 - $Nil) in management fees to the CEO of the Company.

Included in accounts payable as at November 30, 2025 is $Nil (February 28, 2025 - $Nil) owed to directors and officer of the Company.

As at November 30, 2025, the Company had a due to related party of $13,033 (February 28, 2025 – due from related party of $127,900), and recognized interest income during the period of $7,317 (February 28, 2025 - $2,400). The loan is unsecured, bears interest at 10% per annum, and has no fixed repayment terms.

9. CAPITAL MANAGEMENT

The Company manages, as capital, the components of shareholders' equity. The Company's objectives, when managing capital, are to safeguard its ability to continue as a going concern. The Company manages its capital structure, and makes adjustments to it, in light of changes in economic conditions and the risk of characteristics of the underlying assets. To maintain or adjust its capital structure, the Company may attempt to issue common shares, borrow and acquire or dispose of assets. In order to maximize ongoing exploration efforts, the Company does not pay out dividends. The Company's policy is to invest its excess cash, if any, in highly liquid, short-term, interest bearing investments with maturities of one year or less from the date of acquisition.

There are presently no externally imposed capital requirements with which the Company has not complied.

10. SUBSEQUENT EVENTS

On March 30, 2026, the Company closed a financing by issuing 1,500,000 common shares at $0.10 per share for gross proceeds of $150,000.

11. PLAN OF ARRANGEMENT

Element79 Gold Corp. ("E79") intends to carry out a plan of arrangement (the "Arrangement") to spin out Synergy Metals Corp. ("Synergy") pursuant to the *Business Corporations Act* (British Columbia) which will involve, among other things, the distribution of up to 9,000,000 common shares of Synergy Metals Corp. to E79 securityholders pro rata in respect of each E79 securityholders holdings of common shares, warrants and options of E79 (subject to the exercise of such options and warrants) held on the effective date of the Arrangement.

Synergy has a wholly owned subsidiary, 1515041 B.C. Ltd., which will then amalgamate with 1425957 B.C. Ltd. ("142") to form AmalCo. (the "Amalgamation"). The Amalgamation is intended to result in a reverse take-over of Synergy by 142. As a result of the Amalgamation, the shareholders of 142 will own the substantial majority of the resulting issuer's ("Resulting Issuer") shares. After the Amalgamation, the business of the Resulting Issuer will be the current business of Synergy and the Resulting Issuer will operate as an exploration company.

SCHEDULE S
142 INTERIM MD&A

Please see attached.

1425957 B.C. LTD.

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE PERIOD ENDED NOVEMBER 30, 2025

This discussion and analysis of the financial position and results of operations are prepared as at 2 April 2026 and should be read in conjunction with the condensed interim financial statements for the three and nine months ended November 30, 2025 and related notes, which are prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"). Except as otherwise disclosed, all dollar figures included therein and in the following management discussion and analysis ("MD&A") are quoted in Canadian dollars.

Management is responsible for the preparation and integrity of the financial statements, including the maintenance of appropriate information systems, procedures, and internal controls to ensure that information used internally or disclosed externally, including the financial statements and MD&A, is complete and reliable.

Forward Looking Statements

This MD&A contains certain statements that may constitute "forward-looking statements". Forward-looking statements include but are not limited to, statements regarding future anticipated business and financing plans. Although the Company believes that such statements are reasonable, it can give no assurance that such expectations will prove to be correct. Forward-looking statements are typically identified by words such as: "anticipate," "believe," "plan," "estimate," "expect," "intend" and similar expressions to the extent that they relate to the Company or its management or which by their nature refer to future events. The Company cautions investors that any forward-looking statements by the Company are not guarantees of future performance, and that actual results may differ materially from those in forward looking statements as a result of various factors, including the ability to raise the necessary capital or to be fully able to implement its business strategies.

Forward-looking statements are not historical facts but reflect the Company's current expectations and assumptions regarding future results or events. In particular, fluctuations in the securities markets may cause significant reductions in the price of the Company's securities and render it difficult or impossible for the Company to raise the funds necessary to continue operations.

Company Overview

1425957 B.C. Ltd. was incorporated on July 6, 2023 by Certificate of Incorporation issued pursuant to the provisions of the Business Corporations Act (British Columbia).

The head office and registered office of the Company is located at 2600-1066 West Hastings Street Vancouver BC V6E 3X1

The principal business of the Company is to identify and evaluate assets or businesses with a view to potentially acquire them or an interest therein by completing a purchase transaction, by exercising of an option or by any concomitant transaction. When an acquisition of this nature is warranted, the Company may require additional funds. There is no guarantee that such funds may be obtained timely and/or at terms favorable to the Company.

Selected Annual Information

The Company's financial statements for the year ended February 28, 2025 and the period from incorporation on July 6, 2023 to February 29, 2024 have been prepared in accordance with IFRS Accounting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

	Year ended February 28, 2025 $	Period from incorporation on July 6, 2023 to February 29, 2024 $
Cash	52,493	1,578
Total assets	769,262	213,799
Total liabilities	41,859	12,738
Shareholders' equity (deficiency)	727,406	206,061
Accumulated deficit	(20,972)	(2,314)
Comprehensive Loss	(18,658)	(2,314)
Basic and Diluted Loss Per Share	(0.00)	(0.00)

Selected Quarterly Information

The following table summarizes selected quarterly information for the completed quarters of the Company.

	November 30, 2025 $	August 31, 2025 $	May 31, 2025 $	February 28, 2025 $	November 30, 2024 $	August 31, 2024 $	May 31, 2024 $	February 29, 2024 $
Cash	422,381	72,250	256	52,493	105,422	77,882	722	1,578
Total assets	788,833	792,917	779,800	769,262	652,735	304,217	220,000	213,799
Total liabilities	24,476	13,535	13,535	41,859	5,000	5,000	12,738	12,738
Working capital	764,357	766,265	779,382	727,406	647,735	291,417	207,262	201,061
Net income (loss) and comprehensive income (loss)	(90,140)	26,654	20,441	9,683	(41,510)	6,968	6,201	(4,208)
Basic and diluted loss per share	0.00	0.00	0.00	0.00	(0.00)	0.00	0.00	(0.00)

Results of Operations

For the nine month period ended November 30, 2025:

During the nine month period ended November 30, 2025, the Company incurred a comprehensive loss of $43,046 (2024 - $28,325) as a result of:

(i) Administrative and general expenses of $596 (2024 - $415)
(ii) Professional fees of $44,831 (2024 – $54,019) resulting from the legal and accounting fees.
(iii) Interest income of $92,381 (2024 - $26,092) on the loans and short-term corporate bonds provided to a related party and third parties.
(iv) Share based compensation of $80,000 (2024 - $Nil) to directors and officers as compensation shares.

(v) Management fees of $10,000 (2024 - $Nil) paid to the CEO of the Company.

For the three month period ended November 30, 2025:

During the three month period ended November 30, 2025, the Company incurred a comprehensive loss of $90,140 (2024 - $41,510) as a result of:

(i) Administrative and general expenses of $298 (2024 - $257)
(ii) Professional fees of $29,536 (2024 – $53,231) resulting from the legal and accounting fees.
(iii) Interest income of $26,694 (2024 - $11,978) on the loans and short-term corporate bonds provided to a related party and third parties.
(iv) Share based compensation of $80,000 (2024 - $Nil) to directors and officers as compensation shares.
(v) Management fees of $10,000 (2024 - $Nil) paid to the CEO of the Company.

Cash from Operating, Investing, and Financing Activities

The following table summarizes the sources and uses of cash for the nine month periods ended November 30, 2025 and 2024:

	November 30, 2025	November 30, 2024
Cash from operating activities	$ (85,776)	$ (48,041)
Cash used in investing activities	455,664	(323,114)
Cash provided by financing activities	-	474,999
Net increase (decrease) in cash	$ 369,888	$ 103,844

Liquidity and Capital Resources

To date, the Company has not yet realized profitable operations. The Company will require additional financing to explore and develop its mineral properties and there can be no assurances that such financing will be available, or if available, will be on reasonable terms.

These financial statements have been prepared assuming the Company will continue on a going-concern basis. The Company has incurred losses since inception and the ability of the Company to continue as a going-concern depends upon its ability to develop profitable operations and to continue to raise adequate financing. Management is actively targeting sources of additional financing through alliances with financial, exploration and mining entities, or other business and financial transactions which would assure continuation of the Company's operations and exploration programs. In order for the Company to meet its liabilities as they come due and to continue its operations, the Company is solely dependent upon its ability to generate such financing.

There can be no assurance that the Company will be able to obtain adequate financing in the future or that the terms of such financing will be favorable. If adequate financing is not available when required, the Company may be required to delay, scale back or eliminate programs and may be unable to continue in operation. The Company may seek such additional financing through debt or equity offerings, but there can be no assurance that such financing will be available on terms acceptable to the Company or at all. Any equity offering will result in dilution to the ownership interests of the Company's shareholders and may result in dilution to the value of such interests.

Off-Balance Sheet Arrangements

The Company has no off-balance sheet arrangements.

Related Party Disclosures

Key management personnel are those persons having authority and responsibility for planning, directing and controlling the activities of the Company. The Company has determined that its key management personnel are the members of the Company's current and former Board of Directors and its executive officers.

During the periods ended November 30, 2025 the Company paid $10,000 (November 30, 2024 - $Nil) in management fees to the CEO of the Company.

Included in accounts payable as at November 30, 2025 is $Nil (February 28, 2025 - $Nil) owed to directors and officer of the Company.

As at November 30, 2025, the Company has a loan payable from Sean Scott, President of the Company, of $13,033 (February 28, 2025 – ($127,900)), and recognized interest income during the period of $7,317 (February 28, 2025 - $2,400). The loan is unsecured, bears interest at 10% per annum, and has no fixed repayment terms.

Financial Instruments

Fair values

Financial instruments are classified into one of the following categories: fair value through profit and loss ("FVTPL"); amortized cost; and fair value through other comprehensive income ("FVTOCI"). The carrying value of the Company's financial instruments are classified into the following categories:

Financial Instrument	Category	November 30, 2025	February 28, 2025
Cash	Amortized cost	$ 422,381	$ 52,493
Due (to)/from a related party	Amortized cost	$ (13,033)	$ 127,900
Advances	Amortized cost	$ -	$ 73,723
Short-term corporate bond receivable	Amortized cost	$ -	$ 276,327
Loan receivable	Amortized cost	$ 366,452	$ 238,819
Accounts payable and accrued liabilities	Amortized cost	$ (11,443)	$ (41,859)

Financial instruments measured at fair value are classified into one of three levels in the fair value hierarchy based on the degree to which the inputs used to determine the fair value are observable. The three levels of the fair value hierarchy are:

Level 1 - Quoted prices are available in active markets for identical assets or liabilities as of the reporting date. Active markets are those in which transactions occur in sufficient frequency and value to provide pricing information on an ongoing basis.

Level 2 - Pricing inputs are other than quoted prices in active markets included in Level 1. Prices in Level 2 are either directly or indirectly observable as of the reporting date. Level 2 valuations are based on inputs including quoted forward prices for commodities, time value and volatility factors, which can be substantially observed or corroborated in the market place.

Level 3 - Valuations in this level are those with inputs for the asset or liability that are not based on observable market data.

Cash is measured at fair value, using level 1 inputs. The fair value of loans receivables and accounts payable and accrued liabilities approximates their carrying amounts due to their time to maturity.

Risk

The Company's risk exposures and the impact on the Company's financial instruments are summarized below:

Credit Risk

Financial instruments that potentially subject the Company to a concentration of credit risk consist primarily of cash, amounts due from a related party, Synergy Metals Corp. and 2660380 Alberta Inc. The carrying amount of financial assets represents the maximum credit exposure.

Liquidity Risk

Liquidity risk is managed by ensuring sufficient financial resources are available to meet obligations associated with financial liabilities. As at November 30, 2025, the Company have a cash balance of $422,381 to settle its current liabilities of $24,476. The Company has sufficient cash on hand to cover its short-term financial liabilities. All of the Company's financial liabilities have contractual maturities of less than 30 days and are subject to normal trade terms.

Market Risk

Market risk is the risk of loss that may arise from changes in market factors such as interest rates, foreign exchange rates, and commodity and equity prices. These fluctuations may be significant.

(a) Interest Rate Risk

Interest rate risk is the risk that the fair value or cash flows of a financial instrument will fluctuate because of changes in market interest rates. The exposure to interest rates for the Company is considered minimal. The Company has no variable interest bearing borrowings.

(b) Foreign Currency Risk

As at November 30, 2025, the Company did not have any accounts in foreign currencies and considers foreign currency risk insignificant.

(c) Price Risk

The Company is exposed to price risk with respect to commodity prices. The Company's ability to raise capital to fund exploration and evaluation activities is subject to risks associated with fluctuations in the market price of commodities

Capital Risk Management

The Company manages, as capital, the components of shareholders' equity. The Company's objectives, when managing capital, are to safeguard its ability to continue as a going concern. The Company manages its capital structure, and makes adjustments to it, in light of changes in economic conditions and the risk of characteristics of the underlying assets. To maintain or adjust its capital structure, the Company may attempt to issue common shares, borrow and acquire or dispose of assets. In order to maximize ongoing exploration efforts, the Company does not pay out dividends. The Company's policy is to invest its excess cash, if any, in highly liquid, short-term, interest bearing investments with maturities of one year or less from the date of acquisition.

There are presently no externally imposed capital requirements with which the Company has not

complied.

Material Accounting Policies

Please refer to the February 28, 2025 financial statements for Material Accounting Policies details.

Future accounting pronouncements

New standards issued but not yet effective

IFRS 18 Presentation and Disclosure in Financial Statements – IFRS 18 introduces three sets of new requirements to give investors more transparent and comparable information about companies' financial performance for better investment decisions.

1. Three defined categories for income and expenses – operating, investing or financing – to improve the structure of the income statements, and require all companies to provide new defined subtotals, including operating profit;
2. Requirement for companies to disclose explanations of management-defined performance measures (MPMs) that are related to the income statement; and
3. Enhanced guidance on how to organize information and whether to provide it in the primary financial statements or in the notes.

This new standard is effective for reporting periods beginning on or after January 1, 2027. The Company has not early adopted this standard and is currently evaluating the impact, if any, that the standard might have on its financial statements.

Outstanding Share Data

The Company's authorized share capital is unlimited common shares without par value.

The following table summarizes information about the share data as at November 30, 2025 and April, 2, 2026:

	November 30, 2025	April 2, 2026
Number of common shares outstanding	23,400,000	24,900,000
Number of options outstanding	Nil	Nil
Number of warrants outstanding	21,000,000	21,000,000

On March 30, 2026, the Company closed a financing by issuing 1,500,000 common shares at $0.10 per share for gross proceeds of $150,000.

Plan of Arrangement

Element79 Gold Corp. ("E79") intends to carry out a plan of arrangement (the "Arrangement") to spin out Synergy Metals Corp. ("Synergy") pursuant to the Business Corporations Act (British Columbia) which will involve, among other things, the distribution of up to 9,000,000 common shares of Synergy Metals Corp. to E79 securityholders pro rata in respect of each E79 securityholders holdings of common shares, warrants and options of E79 (subject to the exercise of such options and warrants) held on the effective date of the Arrangement.

Synergy has a wholly owned subsidiary, 1515041 B.C. Ltd., which will then amalgamate with 1425957 B.C. Ltd. ("142") to form AmalCo. (the "Amalgamation"). The Amalgamation is intended to result in a reverse take-over of Synergy by 142. As a result of the Amalgamation, the shareholders of 142 will own the substantial majority of the resulting issuer's ("Resulting Issuer") shares. After the Amalgamation, the business of the Resulting Issuer will be the current business of Synergy and the Resulting Issuer will operate

as an exploration company

SCHEDULE T
FAIRNESS OPINION

Please see attached.

Fairness Opinion for Element79 Gold Corp.

regarding Element79 Gold Corp.'s Proposed Transaction involving an Arrangement Agreement with Synergy Metals Corp. / 1425957 B.C. Ltd.

Prepared for: **Board of Element79 Gold Corp.**

Final Report Date: **April 14, 2026**

Valuation Date: **March 31, 2026**

Executive Conclusion

RwE Growth Partners, Inc. ("RwE", "us" or "we") has prepared this Fairness Opinion (the "Report") in connection with the proposed transaction involving Element79 Gold Corp. ("Element79" or "E79"), Synergy Metals Corp. ("SMC" or "Synergy"), and 1425957 B.C. Ltd. ("142"), as more fully described herein (the "Proposed Transaction").

Based on the analysis set out in this report, including consideration of the underlying assets, available financial information, technical disclosures, and observable market evidence, it is our opinion that, subject to the assumptions and limitations described herein, the Proposed Transaction is fair, from a financial point of view, to the shareholders of Element79.

The "Proposed Transaction" is:

Shareholder Group	Shares	% Ownership	
Element79 (retained)	1,000,000	2.76%	
E79 Shareholders (distributed)	9,000,000	24.85%	
Dale Property Option Holders	1,320,000	3.64%	← Administracion y Servicios Empresariales Enerey SA de CV
142 Shareholders (includes $150k)	24,900,000	68.75%	
Total	36,220,000	100.00%	

The Report is based on, and subject to, the scope of work performed, the assumptions made, the above noted shares structure ("Share Structure"), and the limitations and qualifications as set out in this Report.

In forming our opinion, we have not assumed that the Proposed Transaction results in a strict proportional allocation of value among all parties. Rather, our analysis focuses on whether the post-transaction ownership interest of Element79 reflects a value that is at least equal to the fair market value attributable to Element79 immediately prior to the Proposed Transaction. On this basis, and having regard to the supportable value range of the Resulting Issuer, we conclude that Element79 is not economically disadvantaged. This assessment is based on a comparison of the implied post-transaction value attributable to Element79 shareholders relative to the value required for such shareholders to be economically indifferent to the Proposed Transaction.

Based on the scope of work undertaken, and subject to the assumptions and limitations described herein, the Proposed Transaction is fair, from a financial point of view, to the shareholders of Element79 Gold Corp. All readers should read and refer to the attached Schedules 1.0 – 6.1 for the detailed analysis and breakdown and all pages of this Report. This conclusion is subject to the C$150,000 March 30, 2026 financing into 142 on the terms represented to us and shown in the Report's Schedules.

The key analytical result is the break-even entity value required for Element79 to be economically indifferent to the Proposed Transaction. Under the base structure, this threshold is approximately C$793,062, and under the

alternative structure approximately C$741,844. Both thresholds are below the supportable value of the Resulting Issuer of approximately C$880,000 in the base funding case.

Under the alternative attached structure (issuance to option holders), the break-even entity value is approximately C$741,841. Both thresholds are below the base supportable combined value (which includes 142 having secured the additional C$150,000 on March 30, 2026) indicated by the contributed assets of approximately C$880,000 when the C$150,000 funding case is included.

Fairness Opinion Mandate

The Arrangement Agreement (the "Agreement') between E79 and SMC is available directly from ELEM. All readers should read and review this carefully. Also, all readers should review Schedule 1.0 attached to understand the Proposed Transaction. E79's Board has advised RwE that given Canadian Securities Exchange (the "CSE" or the "Exchange") listing rules that it cannot implement a more proportionate capitalization structure; instead it requires the above noted Share Structure reflected (page 1) and in the attached Schedule 1.0.

Given that, the fairness question is not whether the ownership split is ideal or strictly proportionate to stand-alone contributed asset values. The appropriate analysis is whether, under the agreed to Share Structure ownership split, the E79 shareholders receive consideration (the "Consideration') that is fair from a financial point of view to all of the E79 Shareholders. A fairness calculation to the E79 Shareholders does not require a conclusion that 142 is receiving an ownership interest exactly proportionate to its stand-alone value contribution. It requires a conclusion that E79 is not economically disadvantaged. Put differently, the Fairness Opinion can be supportive to E79 even though the structure is not the pro-rata structure that would be in a purely value-for-value exchange. This approach is consistent with accepted valuation principles under International Valuation Standards and Canadian fairness opinion practice, which focus on economic outcomes to the subject shareholders rather than strict proportionality of ownership.

E79 paid RwE a fixed professional fee, plus applicable taxes to prepare this Report. RwE, its principals and partners, staff and associates, do not assume any type of responsibility and/or business/financial liability for losses incurred by E79, SMC, 142, and/or any related shareholders or securityholders, E79 / SMC / 142 (collectively the "Parties") directors and/or its management, and/or any regulatory bodies and/or other parties as a result of the circulation, publication, reproduction, or use of the Report as well as any as any use contrary to the provisions of the Report and our engagement letter. RwE does not assume responsibility for decisions made by the Board or other parties based on this Report.

The Report is based on the scope of work that has been undertaken, the data and information provided by the Parties and the assumptions made. RwE has not audited the information and data provided by the Parties, nor has it performed any forensic review, nor can it be expected to catch or identify any fraud and/or misleading data or information from the Parties. Instead, RwE has relied on the fact that the Parties have provided accurate and reliable data, which they confirm in a written Representation and Warranty disclosure to RwE. We have relied upon a written management representation letter confirming the accuracy and completeness of the information provided. RwE also reserves the right to review all calculations included or referred to in the Report and, if RwE considers it necessary, to revise the Report in light of any information existing at the Valuation Date (i.e., at or near March 31, 2026) which becomes known to RwE after the Report's date. RwE has assumed that all materials provided by the Parties are free from material misstatement, and there are no unrecorded commitments / contingencies. Unless otherwise indicated, all monetary amounts are stated in Canadian dollars (C$).

Background Regarding E79, SMC and 142 and the Dale Property

Readers can find online background materials on E79 at: https://www.element79.gold/. The E79 website notes that Element79 Gold Corp. is a precious metals mining company focused on gold, silver and associated metals and is working through responsible mining practices and sustainable development of its projects. E79's website notes that they are focused on two prospective land claims, - i.e., the Elephant and Gold Mountain in Nevada, USA. Synergy Metals Corp. is a junior Canadian mineral exploration company with the primary objective to

acquire, explore, and develop viable mineral projects in Canada. On June 1, 2023, SMC was incorporated as a wholly owned subsidiary of E79. On July 17, 2023, E79 transferred its option in the Dale Property to SMC through the issuance of 2,000,000 common shares. On August 22, 2023, SMC entered into a new option agreement to acquire an undivided 100% interest in the Dale Property (from the three current Dale Property Option Holders). All readers should refer to SMC's financial statements and MD&A for a thorough review of SMC and the Dale Property. The Dale Property (the "Property") is comprised of 105 unpatented mining claims that make up the Property. The Property is an early-stage exploration property with no drilling completed. The most recent National Instrument 43-101 Report (i.e., the "Technical Report") is from SGS Geological Services ("SGS"), and the Report Date: April 13, 2026 and the Effective Date: April 13, 2026. The Qualified Persons ("QP"s) who prepared the Technical Report are Allan Armitage, Ph. D., P. Geo., SGS Geological Services and Sarah Dean, B.Sc., P.Geo, SGS Geological Services. All readers should review the Technical Report. The Technical Report highlights that the Project's next exploration steps should a two-phase program:

Recommended 2026 Work Program by Synergy Metals on the Dale Property

Phase 1 – Compilation, Soil Sampling and Trenching Program (~1.5 months)				
	Number	**Rate**	**Days**	**Amount**
Senior Geologist (compilation)	1	$800	5	$4,000
Project Geologists (compilation)	1	$500	5	$5,000
Project Geologist (Field Program)	1	$500	21	$10,500
Geotechnicians (Field Program)	2	$400	21	$16,800
Truck Rental & Gas	2	$100	21	$4,200
ATV Rental & Gas	2	$75	21	$3,150
Camp Accommodations & Food per person per day	3	$100	21	$6,300
Field Supplies				$1,000
Soil Sample Analysis	1000	$25		$25,000
Rock Sample Analysis	100	$25		$2,500
Excavator Including Mob & Demob		$2,000	10	$20,000
Wajax and channel saw rentals		$250	14	$3,500
Assessment Report Writing				$5,000
LiDAR				$30,000
Subtotal				**$136,950**
15% Contingency				**$20,543**
Phase I total				**$157,493.00**
Phase 2 – 1,500 Metre Diamond Drill Program (~1.5 month)				
Diamond Drilling Including Mob & Demob	1500	$130		$195,000
Senior Geologist (supervision)	1	$800	14	$11,200
Project Geologists	1	$500	28	$14,000
Geotechnicians	1	$400	28	$11,200
Truck Rental & Gas	2	$100	28	$5,600
ATV Rental & Gas	2	$75	21	$3,150
Camp Accommodations & Food				$60,000
Core Shack & Core Saw rental				$5,000
Supplies				$5,100
Rock Sample Analysis		$25	750	$18,750
Assessment Report				$10,000
Subtotal				**$339,000**
15% Contingency				**$50,850**
Phase II total				**$389,850**
Grand Total				**$547,343**

RwE was advised by the E79 Board that it is the intention of the Resulting Issuer to commence such exploration work on the Project post CSE listing. Mr. Neil Pettigrew (an appropriate QP), who was previously involved with E79 and the Project, has advised RwE in a brief note that the Technical Report plans are appropriate. Whether the Resulting issuer will have sufficient funds on-hand to do the needed Dale Property exploration work is uncertain to RwE, as is whether it can raise more capital under the Share Structure going forward. 1425957 B.C. Ltd. was incorporated on July 6, 2023 by Certificate of Incorporation issued pursuant to the provisions of the Business Corporations Act (British Columbia). The principal business of 142 is to identify and evaluate assets or businesses with a view to potentially acquire them or an interest therein by completing a purchase transaction, by exercising of an option or by any concomitant transaction. During the period ended February 29, 2024, 142 provided SMC a loan of $200,000 and has added to that original loan. As at November 30, 2025, the latest available financial statements, the SMC loan receivable balance is $366,452, which represents principal and unpaid interest. The loan was advanced to SMC to facilitate an original 2025 plan of arrangement. The Proposed Transaction, which creates the Resulting Issuer involves an amalgamation between SMC and 142. The stated

E79 and Resulting Issuer plan as presented to RwE is that the Resulting Issuer will be renamed Synergy Metals Corp. and it will be seeking in Q2 of 2026 to list its common shares on the Canadian Securities Exchange. The foregoing structure reflects a negotiated outcome among the parties and does not, in and of itself, constitute evidence of fair market value.

Documents and Information Reviewed and Conditions of the Report

In connection with preparing the Report, RwE has reviewed and relied upon, or carried out, among other things, the following:

- Interviewed management of Element79 to gain an understanding of the current status of Element79, Synergy and 142 and the Resulting Issuer plans going forward. Hence, RwE has relied on E79 and the Parties' disclosures and data obtained online regarding the Project and its related mineral rights.
- Reviewed a DRAFT Agreement only.
- Collected basic and preliminary data on E79 and SMC that the Parties provided that outlined the process of getting to an Agreement and the reasons why the Parties want to close the Proposed Transaction.
- Also collected general business data from Bloomberg, Reuters, Capital IQ, Bank of Canada, Toronto Dominion Bank, Scotiabank, Moodys, Financial Week, Barrons, Globe and Mail, mergermarket, TD Securities, BMO Capital Markets, CIBC World Markets, National Bank, Economist, Morningstar Dividend Investor & Standard Bank.
- Reviewed financial and stock market trading data on comparable companies in the nearby gold exploration area and whose shares trade on stock exchanges.
- Reviewed E79's website: www.element79.gold
- Reviewed E79's presentation.
- Reviewed E79's audited financial statements for the years ended August 31, 2023 to 2025.
- Reviewed E79's unaudited interim financial statements for the three months ended November 30, 2025.
- Reviewed E79's Management's Discussion and Analysis for the years ended August 31, 2023 to 2025.
- Reviewed at a high level E79's Gold Mountain, Elephant and Lucero Properties.
- Reviewed E79's press releases for the 6 months preceding the date of the Report.
- Reviewed a previous Fairness Opinion completed by Evans & Evans. Inc. on January 10, 2025 regarding a proposed spin-out of SMC.
- Reviewed E79's three-month previous to this Report Date with regard to E79's closing trading price and volumes on the Exchange.
- Reviewed the management-prepared financial statements of 142 and SMC for the period November 30, 2025. These are set out in Schedules 1.1 and 1.2, respectively.
- Reviewed in detail the Technical Report and interviewed the E79 Board regarding the Technical Report and also Mr. Neil Pettigrew regarding the Project.
- The Report is for the Board of E79 only and for their use for internal circulation purposes and only the final signed Report can be relied on by E79's Board and related regulatory bodies.
- This opinion is provided solely for the use of the Board of Directors of Element79 and may be included in Canadian regulatory disclosure in connection with the Proposed Transaction. It may not be relied upon for any other purpose without our prior written consent.
- The Report cannot be submitted to the CRA or the IRS.
- RwE did apply generally accepted CICBV and IVS valuation principles to the financial information it received from the Parties and followed international valuation standards.
- RwE has assumed that the information, which is contained in the Report, is materially accurate, correct

and complete, and that there are no material omissions of information that would affect the conclusions contained in the Report that the Parties, or their representatives, are aware of.

- RwE did not attempt to audit the accuracy or completeness of the financial, technical, exploration, development and business data and information provided to it.
- This Report contains conclusions on fair value and on the fair market value of E79 and the Project based on a limited review and analysis undertaken.
- This Report has been prepared in light of those standards of the Canadian Institute of Chartered Business Valuators and the American Society of Appraiser (both of which Richard W. Evans is a member in good standing).

  This Report has also been prepared in accordance with the International Valuation Standards by applying valuation techniques consistent with market participant assumptions, using observable market inputs where available and appropriately adjusted for asset-specific and transaction-specific risks, and by considering multiple valuation approaches as a reasonableness check.

  The analysis reflects the IVS principles of transparency, consistency, and professional judgment, and concludes on fairness from a financial point of view having regard to the terms of the transaction, the relative contributions of each party, and prevailing market conditions at the valuation date.
- Should the assumptions used in the Report be found to be incorrect, then the valuation and conclusions may be rendered invalid and would likely have to be reviewed in light of correct and/or additional information.
- The Report, and more specifically the assessments and views contained therein, is meant as independent review of the Proposed Transaction as at the Valuation Date respecting the scope outlined above.
- The authors of the Report make no representations, conclusions, or assessments, expressed or implied, regarding any of the Parties.
- The information/assessments contained in the Report pertain only to the conditions prevailing at the time the Report was completed in March and April of 2026.
- RwE denies any responsibility, financial or legal or otherwise, for any use and/or improper use of the Report however occasioned.
- Any legal disputes or legal action against RwE Growth Partners, Inc. as a result of the Report, or any other matter, is agreed by E79 and the Parties and their management, officers, directors and their respective shareholders are agreed to be settled only in a Canadian court of law.
- RwE as well as all of its principals, partner, staff or associates' total liability for any errors, omissions or negligent acts, whether they are in contract or in tort or in breach of fiduciary duty or otherwise, arising from any professional services performed or not performed by RwE, its principals, partner, any of its directors, officers, shareholders or employees, shall be limited to the fees charged and paid for the Report. No claim shall be brought against any of the above parties, in contract or in tort, more than two years after the date of the Report.
- The foregoing information formed the basis for the valuation and fairness analysis described herein, including the determination of Element79's attributable value and the assessment of the implied value of the Resulting Issuer under the Proposed Transaction.

Assumptions

The authors of the Report have made the following assumptions in completing the Report:

- As at the Valuation Date all assets and liabilities in respect of E79, SMC and 142 have been recorded in their financial statements and follow IFRS standards. A current audit of the SMC and 142 November 30, 2025 financial statements would not result in any material change to the financial data contained in the RwE Report's Schedules.
- The calculation of cash burn and the financial position of SMC and 142 in Schedules 1.1 and 1.2 are reasonable and accurate as at March 31, 2026 as represented to RwE by E79's Board and the Parties. This is a critical assumption.

- RwE has assumed that the provided SMC and 142 financial statements and position, or the Technical Report work, would not change materially to the Valuation Date and to the closing of the Proposed Transaction. The changes are reflected in Schedules 1.1 and Schedule 1.2 and hence the reported net assets for SMC and 142 are accurate. This is a critical assumption.
- E79, SMC and 142 and all of their related parties and their principals had no contingent liabilities, unusual contractual arrangements, or substantial commitments, other than in the ordinary course of business, nor litigation pending or threatened, nor judgments rendered against, other than those disclosed by management and included in the Report that would affect the evaluation or comments on the Proposed Transaction and E79.
- All of the conditions of the Proposed Transaction as set out in Report's Schedules are accurate as to the closing of the Proposed Transaction.
- RwE has assumed that the Resulting Issuer will use the capital/resources it has on-hand to focus exploring the Dale Property mineral rights as E79 and the Parties confirmed to RwE. This is a critical assumption.
- E79 will complete the Proposed Transaction without any material change / concern / addition / deletion to the consideration issued to E79's shareholders as per the Report's Schedules or any material changes to the terms of the final signed and executed Agreement.
- This Report's conclusion is contingent upon the C$150,000 March 30, 2026 financing into 142 substantially on the terms represented to us. This is a critical assumption.
- There are no other dilutive events at the close of the Proposed Transaction other than what has been disclosed by E79's Board in the Report and set out in Report's Schedules.
- The Share Structure, as represented to RwE, is accurate. This is a critical assumption.
- There will be no unforeseen and/or material negative tax consequences to E79's shareholders and/or securityholders through the closing of the Proposed Transaction.
- The Consideration paid to the E79 and the E79 Shareholders as set out in the Report's Schedules and it accurately reflects the Consideration issued to all of the Shareholders of E79 involved in the Proposed Transaction. This is a critical assumption.
- The E79 Board has noted to RwE that it is not aware of any other facts or data involving the Proposed Transaction or any other matter that would have any material effect on the conclusions in the Report that has not been provided to RwE.
- RwE reserves the right to review all information and calculations included or referred to in this Report and, if it considers it necessary, to revise its views in the light of any information which becomes known to it during or after the date of this Report.

Definitions of Fair Value and Fair Market Value

For the Report, fair value is set out in International Financial Reporting Standards (IFRS) 13 Fair Value Measurement. This applies to IFRS that require or permit fair value measurements or disclosures and provides a single IFRS framework for measuring fair value and requires disclosures about fair value measurement.

The standard defines fair value on the basis of an 'exit price' notion and uses a 'fair value hierarchy', which results in a market-based, rather than entity-specific, measurement. IFRS 13 was originally issued in May 2011 and applies to annual periods beginning on or after January 1, 2013 on a forward basis.

For the purposes of this report, fair value is considered in the context of IFRS 13 as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

This information and our assessments of these areas will be incorporated into the Report. In this Report, fair market value is the price, expressed in terms of cash equivalents, at which property would change hands between a hypothetical willing and able buyer and a hypothetical willing and able seller, acting at arms-length in an open and unrestricted market, when neither is under compulsion to buy or sell and when both have reasonable knowledge of the relevant facts. In Canada, the term "price" should be replaced with the term "highest price". This definition is set out in: https://cbvinstitute.com/wp-content/uploads/2020/02/Practice-Bulletin-No.-2-E.pdf.

With respect to the market for the shares of a company viewed "en bloc" there are, in essence, as many "prices"

for any business interest as there are purchasers and each purchaser for a particular “pool of assets”, be it represented by overlying shares or the assets themselves, can likely pay a price unique to it because of its ability to utilize the assets in a manner particular to it. In any open market transaction, a purchaser will review a potential acquisition in relation to what economies of scale (e.g., reduced or eliminated competition, ensured source of material supply or sales, cost savings arising on business combinations following acquisitions, and so on), or “synergies” that may result from such an acquisition.

Theoretically, each corporate purchaser can be presumed to be able to enjoy such economies of scale in differing degrees and therefore each purchaser could pay a different price for a particular pool of assets than can each other purchaser. Based on the authors of the Report’s experience, it is only in negotiations with such a special purchaser that potential synergies can be quantified and even then, the purchaser is generally in a better position to quantify the value of any special benefits than is the vendor.

In this engagement RwE was not able to expose E79, the Dale Property, SMC or 142 for sale in the open market and were therefore unable to determine the existence of any special interest purchasers who might be prepared to pay a price equal to or greater than the fair value or fair market value outlined in the Report.

RwE should note that it is possible that a special interest purchaser may pay a price that is higher than fair market value (i.e., the special purchaser price). The reason for this may be synergistic reasons known only to them. RwE has not factored in any likely special purchaser consideration for the reasons that valuators cannot reasonably quantify such synergies, and valuation literature supports that unless such synergies can be quantified and proven (though multiple written bids, etc.) they cannot be included.

RwE has used the updated CIMVAL Code for the Valuation of Mineral Properties, as prepared by the Special Committee of the Canadian Institute of Mining, Metallurgy and Petroleum on the Valuation of Mineral Properties (CIMVAL), adopted by the CIM Council on November 29, 2019. The CIMVAL Code was adopted by the Canadian Institute of Mining, Metallurgy & Petroleum (the "CIM") Council on November 29, 2019.

Valuation Analysis and Consideration of CIMVal Standards

Per CIMVAL Code the Qualified Valuator is an individual who

a) is a professional with demonstrated extensive experience in the Valuation of Mineral Properties.

b) has experience relevant to the numerous mineral properties over the last thirty years – and is relying on the technical / expert reports on the Dale Property and the Technical Report writers can be considered as Qualified Persons.

c) RwE is regulated by and is a member in good standing of a Professional Association or a Self-Regulatory Professional Organization; i.e., the Canadian Institute of Chartered Business Valuators and the American Society of Appraisers.

d) Richard Evans is a member of the Canadian Institute of Mining, Metallurgy and Petroleum.

In dealing with:

a) RwE has conducted numerous valuations and fairness opinions of resource properties and mineral investing companies in which its clients and their accountants have been satisfied and relied on RwE as a qualified valuator (some of which are Canadian, U.S. and International public companies). A small sample of these firms:

Zimtu Capital	Minco Gold / Silver
Dunnedin Ventures Inc.	GGX Gold
Trans African Gold Corp.	Ascot Mining plc.
Sandstorm Resources Inc.	Luna Gold Corp.
Lowell Mineral Exploration	Cosigo Resources Inc.
Horseshoe Gold Mining Inc.	Able Trust Inc.
Imperial Metals Corp.	Batero Gold Corp.

Sandstorm Metals & Energy Ltd.	Compass Gold Corp.
Evolving Gold Corp.	Columbus Gold Corp.
CIC Resources Inc.	Entrée Gold Corp.
Columbus Silver Corp.	Selkirk Metals Corp.
Great Pacific Gold	Serra Energy Minerals

b) RwE has relied upon the Technical Report related to the Dale Property as being undertaken and written by Qualified Persons.

c) RwE is a member in good standing with both the Canadian Institute of Chartered Business Valuators and the American Society of Appraisers both of which are regulated and are self-regulatory professional organizations.

d) Richard Evans is a member of the Canadian Institute of Mining, Metallurgy and Petroleum.

CIMVAL Code, November 2019

The six fundamental principles in undertaking Valuations and Valuation Reports are Competence, Materiality, Reasonableness, Transparency, Independence and Objectivity.

Competence

A Qualified Valuator who is not Competent in all aspects of a Valuation assignment must seek assistance from one or more Qualified Valuators or other Experts who are Competent in the applicable field or discipline necessary to address those aspects.

For example, in a Valuation, a Qualified Valuator may rely on a Technical Report prepared by a Qualified Person. That has been done in this Report as noted above.

Materiality

A Valuation must address all Material information. All Material information must be included or adequately referenced in the Valuation Report. Materiality is the principle that determines whether certain information is relevant to the Valuation. Materiality applies to the nature of the items assessed and their influence on the quantum of a Valuation.

RwE has clearly set out all material assumptions regarding the input parameters, risks, limitations, and the associated effects in the Report.

Reasonableness

RwE is comfortable that the Report's conclusions are reasonable. All Assumptions are clearly outlined in the Report. The Report's valuation methods relied upon are reasonable within the context of the purpose of the Report and regarding fair value.

The test of reasonableness is to consider what appropriately qualified and experienced Qualified Valuators, acting reasonably, would likely conclude in the circumstances. RwE is of the view that our opinion is reasonable in the circumstances, that is, what RwE believes is rational and plausible in the circumstances and would be viewed as such if considered by other appropriately qualified and experienced Qualified Valuators with the same information and at the same time.

Transparency

The Valuation process and Valuation Report must be transparent, such that its material assumptions and conclusions must be clear and unambiguous and therefore understandable to the reader. All material assumptions and any limitation to the Valuation that could affect the Valuation conclusion must be disclosed in the Valuation Report. RwE has done this in the Report and Schedules.

Independence

For the Qualified Valuator to be able to develop a Valuation that users can confidently accept as free from bias, it

is preferred, and may be mandated that the Qualified Valuator be Independent of the outcome of the Valuation, and thus be objective in exercising their judgement. This is clearly set out in the Report.

Objectivity

The Qualified Valuator should approach a Valuation with Objectivity. This is promoted by an environment that is supported by data and minimizes the influence of subjective factors, such as the Valuator's personal bias, on the Valuation process. The process of valuation requires the valuator to make impartial judgements as to the reliability of inputs and assumptions. For a valuation to be credible, it is important that those judgements are made in a way that promotes transparency and minimizes the influence of any subjective factors on the process. Judgement used in a valuation must be applied objectively to avoid biased analyses, opinions and conclusions (Adapted from IVS Framework, Section 40.1). RwE has carried out the Report's work, analysis and conclusions objectively.

Additional CIMVAL Code Items

Valuation Approaches

In accordance with the CIMVal Code, the Qualified Valuator bears professional responsibility for the selection and application of appropriate valuation approaches and methods having regard to the nature, stage of development, quality of information available, and risk profile of the mineral property or interest being valued.

The Qualified Valuator must consider each of the three generally accepted valuation approaches with regard to the Dale Property's mineral rights - being the Income Approach, the Market Approach, and the Cost Approach—and must clearly explain the rationale for the inclusion or exclusion of each approach in the valuation analysis.

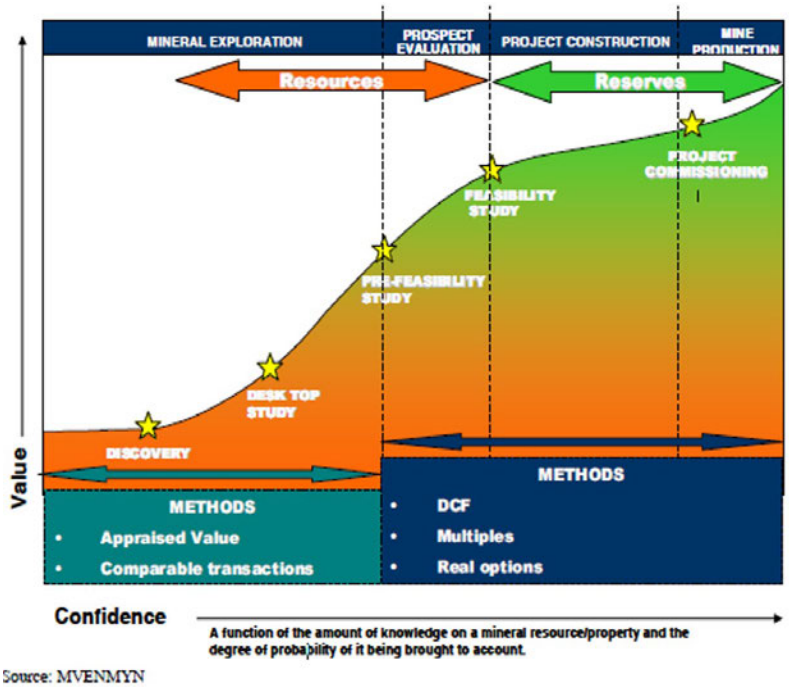
Where a particular approach or method is not applied, the Qualified Valuator must provide a reasoned explanation as to why that approach is not considered appropriate or reliable in the circumstances, including consideration of data availability, project maturity, or market relevance.

For each valuation approach and method applied, the Qualified Valuator must describe the methodology used, the key assumptions and inputs, and the inherent limitations and uncertainties associated with that approach, including the sensitivity of the valuation outcome to changes in critical assumptions. The valuation conclusions should be supported by cross-checks and reasonableness tests between the applicable valuation approaches, where practicable, and the Qualified Valuator must exercise professional judgment in reconciling the results of the various approaches to arrive at a final opinion of value. More than one approach should be used in the Valuation of each Mineral Property if it is reasonably possible and appropriate to apply them.

If a Qualified Valuator is of the opinion that only one approach should be used in particular circumstances, the Qualified Valuator must justify and explain why other approaches are not used in such circumstances.

RwE has used multiple approaches and explained and detailed their use in the Report.

Methods Used by RwE:



Source: MVENMYN

Given the early-stage nature of the Dale Property and the absence of defined mineral resources or cash flow, the income approach was not considered reliable.

The analysis primarily considers asset-based indicators, including historical expenditures and comparable early-stage exploration transactions, as well as observable market evidence from recent financings.

Cost Method - One of the valuation methods that we have used for the Dale Property's mineral rights was a Modified Appraised Value Method – considering only past expenditures and those represented the applicable Balance Sheets. RwE has relied on the financial statement provided and used the provided financial data, with no impairment adjustments, as indicative of their likely fair values. Refer to Schedule 2.1.

Market Method – In accordance with the International Valuation Standards, the Market Approach was applied by reference to observable transaction and trading metrics commonly used by market participants to value early-stage and development-stage mineral assets, including historical exploration and development expenditures, and mineral resource size. Refer to Schedule 2.1.

For mineral exploration and development companies such as the Dale Property, where long-term cash flows are uncertain, production has not yet been established for all assets, and economic outcomes are highly sensitive to geological and development risk, market participants frequently rely on comparative valuation indicators rather than solely on discounted cash flow techniques.

Accordingly, metrics were considered where project-level or company-level costs were observable or proxied, standard metrics were used to benchmark market value against historical and replacement exploration expenditures were applied to compare the relative scale and quality of the Dale Property against peer transactions and comparable companies. These metrics reflect prices paid and implied values observed in orderly market transactions involving comparable mineral assets and are therefore consistent with IVS requirements that Market Approach inputs be derived from observable market data and reflect market participant assumptions.

These metrics are appropriate for the Dale Property because it is an exploration-stage only mineral asset with no defined mineral resources, making direct application of an Income Approach either premature or highly assumption-driven. In such circumstances, IVS recognizes that valuation techniques based on comparable transactions and market-derived multiples may provide more reliable evidence of fair value. The use of cost-based and market-based metrics allows for normalization of value relative to the Dale Property.

The Cost Method provides a reasonableness check against capital invested and replacement cost, both of which are commonly considered by market participants when assessing relative value between competing exploration assets.

Integration with the Cost Approach. Consistent with both IVS and the CIMVal Code, the Market Approach was not applied in isolation but was considered alongside the Cost Approach, which provides an independent benchmark based on historical and replacement exploration expenditures adjusted for project-specific risk, stage of advancement, and obsolescence. The Cost Approach serves as a lower-bound or supportable reference point for value, while the Market Approach reflects how similar assets are priced in the marketplace. The convergence of values derived between the Cost-based and Market-based indications supports the overall reasonableness of the valuation conclusions and reduces reliance on any single method. This triangulation of value indications is consistent with IVS principles requiring the use of multiple approaches where appropriate, the explanation of method selection and limitations, and the application of professional judgment in reconciling results.

The valuation of the Dale Property is inherently uncertain and dependent on future exploration success, and accordingly the values considered herein represent indicative ranges rather than definitive amounts.

Using TSX-V Guidelines

TSX Venture Exchange Corporate Finance Bulletin dated January 28, 2020 clarifies that with respect to the CIMVAL Code for the Valuation of Mineral Properties November 29, 2019, all references to a valuation report for a mineral property in the Manual, and the associated guidance in respect of those reports, continue to be a reference to a Comprehensive Valuation Report (as defined in the New CIMVAL Code).

The Exchange has reviewed the above report for compliance with Exchange Valuation Standards and Guidelines for Minerals Properties, Appendix 3G: which incorporate Canadian Institute of Mining, Metallurgy and Petroleum Standards and Guidelines for Valuation of Mineral Properties Adopted by the CIM Council on November 29, 2019.

For properties without mineral reserves:

- Comparable transactions whereby properties similar in all aspects are incorporated into the analysis, whereby fair market value can be determined.

- Modified appraised value method whereby only the retained past expenditures (also known as "historical costs" or "replacement costs") are included. The Exchange does not generally accept the inclusion of warranted future expenditures for the purposes of the appraised value method. Associated administrative costs will generally not be accepted."

Given all of the above, RwE has followed CIMVAL, November 2019 Code and standards and has used methods to value the mineral rights related to the Dale Property. The Report complies with the CIMVAL Code and Standards, November 2019 in its entirety. These standards are applied in this Report to support the analytical framework used in assessing fairness, and do not imply that this Report constitutes a comprehensive valuation of all assets or entities involved.

The valuation conclusions derived from the above methodologies were used as inputs into the fairness analytical framework, which assesses whether the value received by Element79 shareholders under the Proposed Transaction is at least equal to the value contributed by Element79.

Fairness Opinion Analytical Framework

The attached Schedules uses a structured framework. RwE identifies the value presently attributable to E79 before the Proposed Transaction.

Second, RwE identifies a supportable range of whole-entity values for the combined Resulting Issuer based on contributed assets plus identified funding cases. Third, RwE solves for the minimum total entity value required so that E79's post-Proposed Transaction percentage ownership would have a value at least equal to E79's current attributable value.

Finally, RwE compares that break-even threshold against the supportable whole-entity value range of the Resulting Issuer and considers E79's percentage holdings.

If the supportable entity value exceeds the break-even threshold, then Element79 shareholders are not economically disadvantaged and the Proposed Transaction is fair from a financial point of view.

This represents the appropriate financial test for fairness in the context of a negotiated transaction with the given Share Structure. This represents the appropriate financial test for fairness in the context of a negotiated transaction with a fixed share structure.

This analytical structured framework intentionally does not treat the 35m to 36m Resulting issuer shares multiplied by C$0.10 as a valuation conclusion. That multiplication is a structuring convention and, at best, a financing reference point. The Report's Schedules instead relies on the contributed assets and identified funding cases, which are the economically relevant anchors.

Step 1 – Determine E79's Current Attributable Value

The Report's Schedule 1.2 indicates a value of C$340,000 for Synergy Metals Corp. and states that E79 owns 60.24% of SMC. Multiplying those two figures yields an indicated pre-Proposed Transaction attributable value to E79 of C$204,816.

This figure is used in the fairness analytical Schedules as the core fairness benchmark because it represents the value that E79 brings to the Proposed Transaction and therefore the value that E79 should receive back, at a minimum, in order for the Proposed Transaction to be fair from a financial point of view to E79 and the E79 shareholders.

Input	Amount / %	Comment
Synergy Metals Corp. indicated value	C$340,000	Schedule 1.2
E79 ownership in Synergy	60.24%	Schedule 1.0
E79 attributable value	C$204,816	C$340,000 × 60.24%.

Step 2 – Determine a Supportable Whole-Entity Value Range

Schedule 1.1 identifies a value of C$390,000 for 142. When that amount is added to the C$340,000 SMC value, the base combined asset value is approximately C$880,000.

The Report's Schedules also reflect that E79's Board has confirmed to RwE that an additional C$150,000 of additional funding was secured on March 30, 2026 before the closing of the Proposed Transaction; and even a larger future funding of approximately C$400,000 may be secured (in the plans) at some point post-closing of the Proposed Transaction.

Adding those funding amounts produces a base supportable whole-entity value of approximately C$880,000 (as noted above) and a high supportable value of approximately C$1,130,000.

These values are not presented as precise point estimates of the Resulting Issuer's fair market value; rather, they define a supportable analytical range against which fairness to E79 can be tested.

Case	Whole-entity value	Description
Base case	C$880,000	Low case plus C$150,000 March 30, 2026 funding
High case	C$1,130,000	Low case plus C$400,000 funding (future plans)

Step 3 – Apply the Proposed Transaction Share Structure

The attached Report Schedules 4.1 and 5.1 contains two versions of the required capitalization. Under the more conservative scenario (no additional issuance to E79 option/warrant holders), E79-related holders collectively own 9,129,298 shares out of 35,349,298 total shares, or approximately 25.83% of the Resulting Issuer.

Under the alternative scenario (issuance to option holders), E79-related holders collectively own 10,000,000 shares out of 36,220,000 total shares, or approximately 27.61% of the Resulting Issuer.

Scenario	E79-related Shares	Total Shares	E79 % ownership	Break-even entity value required for fairness
No additional issuance to option/warrant holders	9,129,298	35,349,298	25.83%	C$793,062
Issuance to option holders	10,000,000	36,220,000	27.61%	C$741,844

Step 4 – Solve the Break-Even Threshold for Fairness to the E79 Shareholders

The break-even threshold is calculated by dividing E79's current attributable value of C$204,816 by E79's post-transaction ownership percentage under each fixed structure.

This answers how much must the combined entity – the Resulting Issuer - be worth in total for E79's post-Proposed Transaction interest to equal the value that E79 presently contributes.

If the combined entity is worth more than that amount, E79 receives more than full value. If it is worth less, E79 would be economically disadvantaged. On this basis, both structures satisfy the fairness test.

The more conservative no-option scenario requires only approximately C$793,062 of total combined value for E79 to break even. The supportable low-end combined value indicated by the contributed assets is approximately C$880,000, which exceeds that threshold.

The margin of support increases from the base to the higher funding case.

Scenario	Base-Case value to E79	Premium / (Discount) vs E79 attributable value
No additional issuance	C$227,269	+10.96%
With option issuance	C$242,960	+18.62%

The foregoing analysis establishes the minimum implied value of the Resulting Issuer required for E79 to be economically indifferent to the Proposed Transaction.

The use of a $0.10 share price in this analysis reflects recent financing evidence and is not, in and of itself, determinative of the fair market value of the Resulting Issuer.

Interpretation

In a fairness opinion addressed to E79 shareholders, the decisive point is that E79's post-Proposed Transaction interest clears the break-even threshold under reasonable entity valuation cases. That is the relevant financial test. The Proposed Transaction is supported as fair to the Element79 shareholders because the implied value of their post-transaction ownership interest exceeds the break-even threshold and is at least equal to, and in certain scenarios exceeds, the fair market value attributable to Element79 immediately prior to the Proposed Transaction.

The Opinion is not a formal valuation or appraisal of E79, SMC or 142 and of their securities or assets and the Report should not be construed as such. RwE has, however, conducted such analyses as we considered necessary in the circumstances.

E79 is not required to prove that every party received the mathematically perfect ownership percentage. The relevant financial consideration is whether Element79 shareholders receive value that is at least equal to the value contributed, not whether each party receives a mathematically proportionate ownership interest.

The Report only needs to show that, under the negotiated Proposed Transaction ownership split, the value of what the E79 Shareholders receive is at least equal to the value that E79 contributes. The Report's Schedules demonstrate that. This conclusion is dependent on the supportable value range identified and should be considered in the context of the assumptions described herein.

Fairness Conclusion

In our opinion, based upon and subject to the assumptions, limitations and qualifications set forth herein, and based upon such other matters as we considered relevant, ***the Proposed Transaction is fair, from a financial point of view, to the shareholders of Element79 Gold Corp.***

In forming this opinion, we have not assumed that the Proposed Transaction reflects a strictly proportionate allocation of value among the participating entities. Rather, our analysis focused on whether shareholders of Element79 Gold Corp. are economically disadvantaged as a result of the Proposed Transaction.

Based on our analysis, including an assessment of the implied value of the Resulting Issuer relative to the value required for Element79 shareholders to be economically indifferent to the Proposed Transaction, we have concluded that the Proposed Transaction provides value to Element79 shareholders that is at least equal to, and in excess of, the fair market value attributable to Element79 immediately prior to completion of the Proposed Transaction.

Based on the foregoing, and subject to the assumptions and limitations described herein, including the completion of the C$150,000 March 30, 2026 financing, it is our opinion that the Proposed Transaction is fair, from a financial point of view, to the shareholders of Element79.

In preparing the Report, RwE has relied upon a letter from management of E79 confirming to RwE in writing that the information and management's representations made to RwE in preparing the Report are accurate, correct and complete, and that there are no material omissions of information that would affect the conclusions contained in the Report. In considering fairness, from a financial point of view, RwE considered the Proposed Transaction from the perspective of the E79 Shareholders as a whole and did not consider the specific circumstances of any particular shareholder, including with regard to income tax considerations.

On all of the above, the Proposed Transaction is considered to be fair, from a financial point of view, to the shareholders of E79.

Qualifications and Independence

Qualifications

The Report preparation, and related fieldwork and due diligence investigations, were carried out by Richard W. Evans, MBA, CBV, ASA and other analysts of RwE, who were fully supervised by Mr. Evans.

Since 1994 Richard W. Evans has been involved in the financial services and management consulting fields and has been involved in the preparation of over 5,000 technical and assessment reports, business plans, business valuations, and feasibility studies.

Richard Evans is a Principal of RwE.

He has fifteen years of experience working in the areas of valuation, litigation support, mergers & acquisitions and capital formation. He has more than 10 years of management experience in the high-tech field where he held various positions in technical support, development, marketing, project manager, channels management and senior management positions. Prior to focusing on expanding and diversifying a small financial consulting firm, Richard was extensively involved in the high technology sector in Western Canada and the U.S. Pacific Northwest where he served for two years as the General Manager of Sidus Systems Inc.

At Sidus he was directly responsible for managing the firm's US$15 million business operation throughout Western Canada and the Pacific Northwest. Previous to this, he spent almost nine years with Digital Equipment of Canada Limited where he was involved in a technical support, sales, marketing, project management and eventually channels management capacity. RwE has conducted numerous valuations and fairness opinions of mineral and resource companies in the last thirty years which its clients, their advisors, buyers, planners, accountants and the courts and regulatory bodies have been satisfied and relied on RwE as a qualified valuator.

Some of the reports he has authored have been used by the court systems in B.C., Alberta and Ontario as well as in the U.S. and Europe. He has also done work for public regulatory boards and groups worldwide. Richard has been actively involved in the above professional services with hundreds of companies and has served as a board member for a select number of public and private firms. His area of professional expertise is in middle market and micro-cap companies, especially firms needing advice and assistance with their business plans, operating plans and valuations.

RwE, and Richard, have done numerous valuation and fairness opinions on mineral properties and precious mineral companies over the past thirty years. RwE is qualified to conduct the valuation and fairness opinion work on the Proposed Transaction involving the Parties.

Richard is extensively involved in sports coaching management and volunteer work throughout BC helping young adults and volunteer associations.

He obtained his Bachelor of Business Administration degree from Simon Fraser University, British Columbia in 1981 as well as completed his Master's degree in Business Administration at the University of Portland, Oregon in 1984 (where he graduated with honors).

Richard holds the professional designations of Chartered Business Valuator and Accredited Senior Appraiser. He is a member in good standing with both the Canadian Institute of Chartered Business and the American Society of Appraisers.

Certification and Independence

The analyses, opinions, calculations and conclusions were developed, and this Report has been prepared in accordance with the standards set forth by the Canadian Institute of Chartered Business Valuators and follows standards.

RwE was paid a professional fee, plus GST taxes for the preparation of the Report by E79. The professional fee established for the Report has not been contingent upon the value or other opinions presented and/or any specific outcome regarding the Proposed Transaction.

The authors of the Report have no present or prospective interest in any of the Parties and/or any other entity / company / property that is the subject of this Report. RwE and its principal has no personal interest with respect to any of the Parties involved with any of the entities or properties described within this Report.

RwE has relied on information and data provided to it by E79's Board and the Parties.

RwE advises E79 and all parties that this Report may not be accepted by any and/or all outside parties (e.g., including CSE, regulators, shareholders, outsiders, etc.), who may have different views and opinions. All Readers and Parties are advised and cautioned of this.

It is understood that this Report is solely for the information of the E79 Board and is rendered to the E79 Board in connection with its consideration of the Proposed Transaction and may not be used for any other purpose or relied upon by any other person without RwE's prior written consent.

RwE GROWTH PARTNERS, INC.



Richard W Evans, MBA, CBV, ASA
Principal

Chartered Business Valuator, Canadian Institute of Chartered Business Valuators
Accredited Senior Appraiser, American Society of Appraisers

Telephone: (778) 374-1994

Dated: April 14, 2026

Element79 Gold Corp. and Synergy Metals Corp. / 142 Proposed Transaction

Schedule 1.0

Transaction Structure (Stage-Based)

Stage	Entity	Description
Stage 1	Synergy (Pre-Spinout)	60.24% owned by Element79; Synergy holds Dale Property
Stage 2	Synergy (Post Spinout)	Owned by E79 shareholders + Element79
Stage 3	Resulting Issuer (post-RTO)	Synergy + 142 combined; new ownership structure

Cap Table — Stage 1 (Pre Spin-Out)

Synergy (Before Distribution)

Shareholder	Ownership	
Element79 Gold Corp.	60.24%	(ELEM owns 2.0m of 3.32m shares outstanding)
Dale Property Option Holders	39.76%	3 Option Holders
	100.00%	

Cap Table — Stage 2 (Post Spin-Out, Pre-RTO)

Synergy (After Distribution to Shareholders)

Shareholder Group	Shares	% Ownership
Element79 Gold Corp. (retained)	1,000,000	8.83%
E79 Shareholders (distributed)	9,000,000	79.51%
Dale Property Option Holders	1,320,000	11.66%
Total	11,320,000	100.00%

Cap Table — Stage 3 (Resulting Issuer — POST RTO)

Fully Diluted - Issued Shares

Shareholder Group	Shares	% Ownership
Element79 (retained)	1,000,000	2.76%
E79 Shareholders (distributed)	9,000,000	24.85%
Dale Property Option Holders	1,320,000	3.64%
142 Shareholders (includes $150k	24,900,000	68.75%
Total	36,220,000	100.00%

Synopsis

Pre-Deal: E79 goes from owning 60.24% of Synergy (owns 100% of Dale) – with $340k owed to 142

Post-Deal: E79/E79 Shareholders own 27.61% of the Resulting Issuer (Dale) / 142 Debt is Eliminated

Control switches to 142

Resulting Issurer becomes "Synergy Metals Corp" and goes public on CSE in Q2 of 2026

1425957 B.C. Ltd.

Effective Date of the Valuation: March 31, 2026

Schedule 1.1

Allocation of Adjusted Net Assets - Adjusted Book Value

Canadian dollars

	Net Book Value as at 03/31/2026 using 11/30/2025 data	Fair Value Adjustment	Tangible Asset Backing	Allocation of Adjusted Net Assets: Redundant Net Assets	Allocation of Adjusted Net Assets: Financing Liabilities	Allocation of Adjusted Net Assets: Operating Net Assets	Notes
	CAUTION - Compiled						
ASSETS	and 4 months old						
CURRENT ASSETS							
Cash and cash equivalents	$ 422,381	$ -	$ 422,381	$ -	$ -	$ 422,381	
Other receivables	$ -	$ -	$ -	$ -	$ -	$ -	
Deposits	$ -	$ -	$ -	$ -	$ -	$ -	
Loan receivable	$ 366,452	$ (366,452)	$ -	$ -	$ -	$ -	1
Prepaid expenses	$ -	$ -	$ -	$ -	$ -	$ -	
	$ 788,833	$ (366,452)	$ 422,381	$ -	$ -	$ 422,381	
OTHER ASSETS							
Deposits	$ -		$ -	$ -	$ -	$ -	
Exploration and evaluation assets	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL ASSETS	$ 788,833	$ (366,452)	$ 422,381	$ -	$ -	$ 422,381	
LIABILITIES							
CURRENT LIABILITIES							
Accounts payable and accrued liabilities	$ 11,443	$ -	$ 11,443	$ -	$ -	$ 11,443	
Due to related party	$ 13,033	$ (13,033)	$ -	$ -	$ -	$ -	2
	$ 24,476	$ (13,033)	$ 11,443	$ -	$ -	$ 11,443	
LONG-TERM LIABILITIES							
Long-term debt	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL LIABILITIES	$ 24,476	$ (13,033)	$ 11,443	$ -	$ -	$ 11,443	
Cash burn 12/01/2025 to 03/31/2026 approx. C$2,500/month per mgt.						$ (10,000)	3
Additional Capital raised - per Rob Bain						$ -	
NET ASSETS	$ 764,357	$ (353,419)	$ 410,938	$ -	$ -	$ 400,938	
Net Working Capital	$ 355,009					$ (11,443)	
Working Capital	$ 764,357					$ 410,938	
Redundant assets / liabilities				$ -			
Net financing liabilities					$ (11,443)		
Operating net assets, i.e., the Enterprise Value say						$ 400,000	
Plus/Less: Net Financing Obligations						$ (11,443)	
Fair Market Value, say						$ 390,000	

Notes

1 Removed loan to Synergy Metals Corp.

2 Removed amount due to related party

3 Cash burn per discussion with mgt.

Synergy Metals Corp.

Effective Date of the Valuation: March 31, 2026

Schedule 2.1

Allocation of Adjusted Net Assets - Adjusted Book Value

Canadian dollars

	Net Book Value as at 03/31/2026 using 11/30/2025 data	Fair Value Adjustment	Tangible Asset Backing	Allocation of Adjusted Net Assets: Redundant Net Assets	Financing Liabilities	Operating Net Assets	Notes
	CAUTION - Compiled and 4 months old						
ASSETS							
CURRENT ASSETS							
Cash and cash equivalents	$ -	$ -	$ -	$ -	$ -	$ -	
Other receivables	$ -	$ -	$ -	$ -	$ -	$ -	
Deposits	$ -	$ -	$ -	$ -	$ -	$ -	
Loan receivable	$ -	$ -	$ -	$ -	$ -	$ -	
Prepaid expenses	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	
OTHER ASSETS							
Deposits	$ -		$ -	$ -	$ -	$ -	
Exploration and evaluation assets	$ 632,998	$ (152,998)	$ 480,000	$ -	$ -	$ 480,000	1
	$ 632,998	$ (152,998)	$ 480,000	$ -	$ -	$ 480,000	
TOTAL ASSETS	$ 632,998	$ (152,998)	$ 480,000	$ -	$ -	$ 480,000	
LIABILITIES							
CURRENT LIABILITIES							
Accounts payable and accrued liabilities	$ 59,364	$ -	$ 59,364	$ -	$ -	$ 59,364	
Due to related party	$ 49,642	$ (49,642)					2
Current portion of loan payable	$ 366,452	$ (366,452)	$ -	$ -	$ -	$ -	3
	$ 475,458	$ (416,094)	$ 59,364	$ -	$ -	$ 59,364	
LONG-TERM LIABILITIES							
Long-term debt	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL LIABILITIES	$ 475,458	$ (416,094)	$ 59,364	$ -	$ -	$ 59,364	
Cash burn 12/01/2025 to 03/21/2026 approx. C$5,200/month per mgt.						$ (18,400)	4
Additional Capital raised - per Rob Bain						$ -	
NET ASSETS	$ 157,540	$ 263,096	$ 420,636	$ -	$ -	$ 402,236	
Net Working Capital	$ (475,458)					$ (59,364)	
Working Capital	$ (475,458)					$ (59,364)	
Redundant assets / liabilities				$ -			
Net financing liabilities					$ (59,364)		
Operating net assets, i.e., the Enterprise Value say						$ 400,000	
Plus/Less: Net Financing Obligations						$ (59,364)	
Fair Market Value, say						$ 340,000	

Notes

1 Adjusted the Mineral Rights to the FV - see below
2 Removed due to related party
3 Removed loan to 1425957 B.C. Ltd.
4 Cash burn per discussion with mgt.

On the technical side, you now do have a current NI 43-101 technical report: it is dated February 22, 2024 with an effective date of July 24, 2023. That report is explicit that Dale is an early-stage exploration property, that no drilling has been completed on the property to date, and that Synergy Metals has yet to complete an MRE on the property. The report recommends further work and says the property merits more exploration, but it is not a resource-stage asset.

That same technical report recommended a 2024 work program budget of $512,843, with Phase 2 consisting of 1,500 metres of diamond drilling contingent on encouraging Phase 1 results. Nei Pettigrew (QP geologist) is now telling me that a realistic work program is closer to C$750,000, that does not strike me as inconsistent; it sounds like a more current, practical budget once inflation, drilling logistics, overhead, contingencies, and real execution costs are considered. The important point is that the project still needs fresh capital to be advanced. Debt forgiveness alone does not fund the program.

Applying CIMVAl Standards and using the actual November 30, 2025 carrying value of C$587,405, a reasonable reduction to exploration costs is 20% - resulting in a value of around C$469,924. If one rounds book value to C$600,000, then 20% below that is around C$480,000. On the facts we have — early-stage property, no drilling, no current MRE, and a 2024 NI 43-101 that still recommends more work before drilling-based de-risking - that is supportable, and conservative.

Portions of historical exploration expenditures may not contribute to current value due to:
outdated geological interpretation
ineffective targeting
superseded work
lack of follow-up success
CIMVal supports applying discounts to reflect risk where:
No resource exists
No drilling continuity
Early-stage exploration

The application of a discount to historical exploration expenditures is consistent with CIMVal principles, which emphasize that value should reflect the current contribution of prior work to the understanding of the mineral property, rather than the quantum of expenditure itself. In the case of the Dale Property, the absence of drilling-supported continuity, lack of a current mineral resource estimate, and the early-stage nature of exploration support the conclusion that a portion of historical expenditures does not fully contribute to fair value. The applied 20% adjustment is considered reasonable and conservative in the context of comparable market transactions for similar-stage properties.

In determining the fair value of the Dale Property, RwE considered the cost approach as a primary valuation methodology. The cost approach estimates value based on the historical exploration expenditures incurred on the property, adjusted to reflect the extent to which such expenditures contribute to the current understanding and potential of the asset. This approach is consistent with CIMVal guidance for early-stage exploration properties where alternative approaches, such as the income approach, are not applicable due to the absence of reliable or supportable forecast cash flows, and where the market approach is limited by the availability of directly comparable transactions.

In applying the cost approach, RwE critically assessed the historical exploration expenditures to determine their relevance and contribution to current value. CIMVal emphasizes that historical expenditures should not be assumed to translate directly into value, particularly where such work may be preliminary in nature, not validated by drilling, subject to reinterpretation, or lacking in demonstrable continuity of mineralization. Accordingly, adjustments are required to reflect functional and economic obsolescence, as well as the inherent uncertainty associated with early-stage exploration properties.

In the case of the Dale Property, the absence of a current mineral resource estimate, the lack of drilling-supported continuity of mineralization, and the early-stage nature of exploration support the conclusion that a portion of historical expenditures does not fully contribute to fair value. As such, RwE applied a downward adjustment of approximately 20% to historical exploration costs. This adjustment reflects the uncertainty associated with the geological model, the limited conversion of historical work into quantifiable mineralization, and the need to align the valuation with market participant expectations.

RwE considered a range of potential adjustments to historical exploration expenditures in assessing fair value. Based on professional judgment and observed market evidence, adjustments in the range of approximately 0% to 30% were considered reasonable for properties at a similar stage of development. A lower adjustment would imply that historical expenditures are largely recoverable, which is not supported given the current technical status of the property. Conversely, a higher adjustment would imply a significant portion of prior work has limited relevance, which is also not fully supported given the presence of identified geological targets. Accordingly, a midpoint adjustment of approximately 20% was selected as a balanced and reasonable estimate of the proportion of historical expenditures that do not fully contribute to current value.

Comparable Transactions — Implied Fair Value

Primary (Most Comparable — Early Stage Ontario Gold)

#	Property	Stage	Upfront Cash	Equity (Est. FV)	Implied Upfront Value
1	Enid (Sanatana)	Grassroots	$10,000	~$30,000	**~$40,000**
2	Gold Rush (Loyalist)	Grassroots	$160,000	~$300,000–$500,000	**~$500,000–$700,000**
3	DeSantis (Loyalist)	Early / better	$100,000	~$400,000	**~$500,000**
4	Egan (Harfang)	Early exploration	~$27,500–$250,000	~$200,000–$400,000	**~$300,000–$600,000**
5	Golden Perimeter	Grassroots (large land)	$75,000	~$100,000	**~$150,000–$200,000**

Secondary (Less Comparable — Stronger / Strategic Assets)

#	Property	Stage	Upfront Cash	Equity (Est. FV)	Implied Upfront Value
6	Tully (Loyalist)	Advanced exploration	$500,000	~$1.0M–$2.0M	**~$1.5M–$2.5M**
7	STLLR Package	Larger package	$250,000	~$500,000–$1.0M	**~$750,000–$1.25M**
8	Augdome (McLaren)	Strategic (adjacent mine)	~$572,889	—	**~$570,000**
9	Band-Ore	Advanced exploration	—	—	**~$2.0M**
10	ONGold portfolio	Portfolio / funded	—	—	**$5M+ implied**

Core Comparable Range (Most Relevant)
150K→700K (cluster around 300K–600K)

Dale vs Comps

Metric	Value
Dale Book Value	~$587K–$600K
Cost Approach FV (20% discount)	~$480K
Comparable Range (core)	$300K–$600K

Based on a review of comparable transactions involving early-stage Ontario gold exploration properties, implied upfront consideration values generally range from approximately $150,000 to $700,000, with a clustering in the $300,000 to $600,000 range. Given the Dale Property's early-stage status, absence of a current mineral resource estimate, and lack of drilling-supported continuity, a valuation in the range of approximately $480,000 to $600,000 is considered reasonable. Accordingly, a value of approximately 1.0x book value is supportable, while a modest discount to book value is also consistent with observed market transactions.

Proforma Combination of 142 + SMC ("AmalCo")

Effective Date is at the Closing of the Proposed Transaction

Schedule 2.2

Proforma - Allocation of Adjusted Net Assets - based on Data and Disclosures Provided by 142 and SMC

Canadian dollars

	142 at 03/31/2026 using 11/30/2025	SMC at 03/31/2026 using 11/30/2025	Net Book Value at 03/31/2026 Combined Entity	Fair Value Adjustment	Tangible Asset Backing	Combined Entity Allocation of Adjusted Net Assets: Redundant Net Assets	Financing Liabilities	Operating Net Assets	Notes
ASSETS									
CURRENT ASSETS									
Cash and cash equivalents	$ 422,381	$ -	$ 422,381	$ -	$ 422,381	$ -	$ -	$ 422,381	
Other receivables	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Deposits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Loan receivable	$ 366,452	$ -	$ 366,452	$ (366,452)	$ -	$ -	$ -	$ -	1
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ 788,833	$ -	$ 788,833	-$ 366,452	$ 422,381	$ -	$ -	$ 422,381	
OTHER ASSETS									
Deposits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Exploration and evaluation assets	$ -	$ 632,998	$ 632,998	$ (152,998)	$ 480,000	$ -	$ -	$ 480,000	2
	$ -	$ 632,998	$ 632,998	$ (152,998)	$ 480,000	$ -	$ -	$ 480,000	
		$ -							
TOTAL ASSETS	$ 788,833	$ 632,998	$ 1,421,831	$ (519,450)	$ 902,381	$ -	$ -	$ 902,381	
LIABILITIES									
CURRENT LIABILITIES									
Accounts payable and accrued liabilities	$ 11,443	$ 59,364	$ 70,807	$ -	$ 70,807	$ -	$ -	$ 70,807	
Due to related party	$ 13,033	$ 49,642	$ 62,675	$ (62,675)	$ -	$ -	$ -	$ -	
Current portion of loan payable	$ -	$ 366,452	$ 366,452	$ (366,452)	$ 70,807	$ -	$ -	$ 70,807	
	$ 24,476	$ 475,458	$ 499,934	$ (429,127)	$ 141,614	$ -	$ -	$ 141,614	
LONG-TERM LIABILITIES									
Long-term debt	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL LIABILITIES	$ 24,476	$ 475,458	$ 499,934	$ (429,127)	$ 141,614	$ -	$ -	$ 141,614	
	$ 764,357	$ 157,540	$ 921,897	$ (90,323)	$ 760,767	$ -	$ -		
Net Operating Assets								$ 760,767	
Redundant Assets						$ -			
Financing and Other Liabilities							$ -		
Additional Cash Burn and Requirements to Valuation Date								$ (28,400)	3
Net Assets of the Amalgamated 142 + SMC								$ 732,367	
Rounded, say								$ 730,000	
Proforma Net Assets of the Combined Entities at Closing of the Proposed Transaction								**$ 730,000**	
							Additional March 30, 2026 capital	$ 150,000	
							Total Value	**$ 880,000**	

Notes

1 Removed loan to Synergy Metals Corp.

2 Adjusted the Mineral Rights to the FV - see Schedule 2.1

3 Refer to Schedules 1.1 and 2.1

Arrangement Agreement between Element79 Gold Corp. and Synergy Metals Corp.

Effective Date of the Valuation: March 31, 2026

Central Inputs and Supportable Value Range

Schedule 3.1

Input		Value	Comment
Synergy Metals Corp. (SMC) indicated value		$ 340,000	from Schedule 2.1
E79 ownership in Synergy Metals Corp.		60.24%	from Element79 Management / Board
E79 attributable value		$ 204,816	$340,000 x 60.24%
1425957 B.C. Ltd. indicated value		$ 390,000	from Schedule 1.1
SMC Fair Value	$ 340,000		
142 Fair Value	$ 390,000		
Asset-only Resulting Issuer value		$ 730,000	SMC FV + 142 FV
New capital case in 141 @ $0.10/share		$ 150,000	per Element79 Board / Mgt to RwE closed March 30, 2026
Base supportable Resulting Issuer value		$ 880,000	SMC FV $340K + 142 FV $390K + New Capital $150K (03/30/2026
Extended new capital case		$ 400,000	Planned future capital raise
High supportable Resulting Issuer value		$ 1,130,000	$730,000 + $400,000

Observation	Approximate Value	Why it Matters
Base supportable entity value case	880,000.00	Adds C$150k March 30, 2026 funding
High supportable entity value case	1,130,000.00	Adds C$400k funding over time (stated plans)

Asset Value Summary	Value
Synergy (SMC) Value	$ 340,000
E79 Ownership %	60.24%
E79 Attributable Value	$ 204,816
142 Value	$ 390,000
New Capital	$ 150,000
Total Base Value	$ 880,000

Arrangement Agreement between Element79 Gold Corp. and Synergy Metals Corp.

Effective Date of the Valuation: March 31, 2026

Negotiated Share Structure – No Additional Issuance to E79 Option/Warrant Holders

Schedule 4.1

Holder group	Shares	% Ownership	Source
E79 (retained)	1,000,000	2.83%	From E79 Board
E79 shareholders	8,129,298	23.00%	From E79 Board
Dale Property option holders	1,320,000	3.73%	From E79 Board
142 shareholders	24,900,000	70.44%	From E79 Board
Total	35,349,298	100.00%	

Key E79 fairness metrics	Value	Formula / meaning	Comment
E79 group total shares	9,129,298	Total shares received	Computed from attached share structure.
E79 group % ownership	25.83%	E79-related holders' share of the Resulting Issuer.	
E79 attributable value (from Inputs)	$ 204,816	Current attributable value owned by E79 before the transaction.	
Break-even Resulting Issuer value required for fairness to E79	$ 793,062	Minimum total fair market value the combined entity must have so that E79 is not economically disadvantaged.	
Supportable base case (+C$150k)	$ 880,000	Supportable value including C$150k March 30, 2026 financing.	
Supportable high case (+C$400k)	$ 1,130,000	Supportable value including C$400k new money (stated future plans).	

Scenario analysis	Total entity value	E79 % ownership	Value of E79 interest	Premium / (discount) vs E79 attributable value	Pass / Fail vs E79 fairness threshold
Base case (+C$150k)	$ 880,000	25.83%	$ 227,269	10.96%	Pass
High case (+C$400k)	$ 1,130,000	25.83%	$ 291,833	42.49%	Pass

Analytical note

This FO does not assume that the 35m- 36m share count multiplied by C$0.10 is itself the Resulting Issuer's fair market value. Instead, it simply tests whether E79's fixed percentage ownership under the Negotiated Share Structure gives E79 at least full value, using a supportable range of whole-entity values derived from contributed assets plus identified funding cases so as to assess fairness to the E79 shareholders.

Arrangement Agreement between Element79 Gold Corp. and Synergy Metals Corp.

Effective Date of the Valuation: March 31, 2026

Schedule 5.1

Negotiated Share Structure – Additional Issuance to E79 Option Holders

Holder group	Shares	% Ownership	Source
E79 (retained)	1,000,000	2.83%	From E79 Board
E79 shareholders	9,000,000	23.00%	From E79 Board
Dale Property option holders	1,320,000	3.73%	From E79 Board
142 shareholders	24,900,000	70.44%	From E79 Board
Total	36,220,000	100.00%	

Key E79 fairness metrics	Value	Formula / meaning	Comment
E79 group total shares	10,000,000	Total shares received	Computed from attached share structure.
E79 group % ownership	27.61%	E79-related holders' share of the Resulting Issuer.	
E79 attributable value (from Inputs)	$ 204,816	Current attributable value owned by E79 before the transaction.	
Break-even Resulting Issuer value required for fairness to E79	$ 741,844	Minimum total fair market value the combined entity must have so that E79 is not economically disadvantaged.	
Supportable base case (+C$150k)	$ 880,000	Supportable value including C$150k new money.	
Supportable high case (+C$400k)	$ 1,130,000	Supportable value including C$400k new money (stated future plans).	

Scenario analysis	Total entity value	E79 % ownership	Value of E79 interest	Premium / (discount) vs E79 attributable value	Pass / Fail vs E79 fairness threshold
Base case (+C$150k)	$ 880,000	27.61%	$ 242,960	18.62%	Pass
High case (+C$400k)	$ 1,130,000	27.61%	$ 311,982	52.32%	Pass

Ownership Post-Transaction		
Group	Shares	%
Element79 (retained)	1,000,000	2.76%
E79 Shareholders (distributed)	9,000,000	24.85%
Dale Property Option Holders	1,320,000	3.64%
142 Shareholders (includes $150k)	24,900,000	68.75%
Total	36,220,000	100.00%

Analytical note

This FO does not assume that the 35m- 36m share count multiplied by C$0.10 is itself the Resulting Issuer's fair market value. Instead, it simply tests whether E79's fixed percentage ownership under the Negotiated Share Structure gives E79 at least full value, using a supportable range of whole-entity values derived from contributed assets plus identified funding cases so as to assess fairness to the E79 shareholders.

Arrangement Agreement between Element79 Gold Corp. and Synergy Metals Corp.

Effective Date of the Valuation: March 31, 2026

Schedule 6.1

Summary of Fairness

Metric	No option issuance	With option issuance	Observation
Total shares	35,349,298.00	36,220,000.00	Negotiated Share Structure remains heavily share-count driven; may cause future dilution among all shareholders
E79 group % ownership	25.83%	27.61%	With-option scenario is slightly more favorable to E79.
Break-even entity value required for fairness to E79	793,062.27	741,843.55	Both break-even thresholds are below the base-end supportable Entity value case.
Base supportable entity value	880,000.00	880,000.00	Includes the C$150k of new capital (required) - closed March 30, 2026 per Mgt.
E79 value attributable to Synergy Ownership	204,816.00	204,816.00	Value attributable to E79
E79 value received at base supportable case	227,268.51	242,959.69	Refer to Schedules 4.1 and 5.1 - required the C$150,000 of new capital
Premium to E79 Shareholder at base supportable case	10.96%	18.62%	Positive in both cases - Proposed Transaction is "Fair" to E79 Shareholders

The analysis set out in Report's Schedules demonstrate that the supportable value range of the Resulting Issuer exceeds the break-even thresholds required for E79 to be economically indifferent to the Proposed Transaction.

In preparing this opinion, we have relied upon financial and other information provided by management of Element79, Synergy, and 142, including a written management representation letter confirming the accuracy and completeness of such information. We have not independently verified such information and have assumed it to be accurate and complete in all material respects.

The analysis establishes the minimum implied value of the Resulting Issuer required for Element79 to be economically indifferent to the Proposed Transaction.

The Share Structure reflects a negotiated outcome among the Parties and does not, in and of itself, constitute evidence of fair market value.

The use of a $0.10 share price reflects recent financing evidence and is not, in and of itself, determinative of the fair market value of the Resulting Issuer.

Given the early-stage nature of the Dale Property and the absence of defined mineral resources or cash flow, the income approach was not considered reliable.

The analysis primarily considers asset-based indicators, including historical expenditures and comparable early-stage exploration transactions, as well as observable market evidence from recent financings. These inputs provide a basis for establishing a reasonable range of supportable values for the Resulting Issuer.

Fairness Opinion Conclusion

The Consideration received by the E79 Shareholders is "Fair" from a financial point of view to E79 shareholders because E79's post-transaction stake has a supportable value above E79's indicated attributable value even under the base no-option scenario. The Fairness Opinion does not conclude that the structure is value-proportionate for all parties or that the Resulting Issuer can be further funded at such share and/or price levels. Rather, the Fairness Opinion calculation demonstrates that E79 Shareholders receive at least full financial value within a combined AmalCo (including new capital of C$150,000 closed on March 30, 2026) valuation range at the time of the closing of the Proposed Transaction.

Based on the scope of work undertaken, and the assumptions made, the Proposed Transaction is fair from a financial point of view to the E79 Shareholders

SCHEDULE U
MERGER AGREEMENT

Please see attached.

AMENDED AND RESTATED MERGER AGREEMENT

THIS MERGER AGREEMENT is made effective as of April 13, 2026.

BETWEEN:

1425957 B.C. LTD., a corporation incorporated under the laws of British Columbia, Canada

("**142**")

AND:

SYNERGY METALS CORP., a corporation incorporated under the laws of British Columbia, Canada

("**Synergy**")

AND:

1515041 B.C. LTD., a corporation incorporated under the laws of British Columbia, Canada

("**AcquisitionCo**")

AND:

ELEMENT79 GOLD CORP., a corporation incorporated under the laws of British Columbia, Canada

("**E79**")

WHEREAS:

A. terms denoted with initial capital letters and not otherwise defined herein have the meanings assigned to them in Section 1.1;

B. AcquisitionCo is a wholly owned subsidiary of Synergy;

C. Synergy desires to acquire all of the issued and outstanding securities of 142 through the Amalgamation of 142 and AcquisitionCo pursuant to the terms set out in the Amalgamation Agreement attached as Schedule A hereto;

D. E79 will be a holder of Resulting Issuer Shares;

E. at the Effective Time, among other things, the outstanding 142 Shares will be exchanged for Resulting Issuer Shares in accordance with the provisions of this Agreement and the Amalgamation Agreement;

F. the Parties are parties to a merger agreement dated January 10, 2025, as amended pursuant to an amending agreement dated April 30, 2025, and as further amended pursuant to a second amending agreement dated October 31, 2025 (collectively, the "**Original Merger Agreement**"); and

G. the Parties wish to amend and restate the Original Merger Agreement upon the terms and conditions set out herein.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, agreements and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties to this Agreement, the Parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following terms will have the meanings hereinafter set forth:

(a) "**142 Amalgamation Resolution**" means the unanimous resolution of the 142 Shareholder in respect of the Amalgamation substantially in the form and content of Schedule C attached hereto.

(b) "**142 Shareholders**" means the registered holders of 142 Shares, immediately prior to the Effective Time; and "**142 Shareholder**" will mean any of the 142 Shareholders.

(c) "**142 Shares**" means the common shares without par value in the capital of 142.

(d) "**142 Synergy Loan**" means a loan in the aggregate amount of $289,832.62 received by Synergy from 142 pursuant to an amended and restated loan agreement dated effective September 25, 2023.

(e) "**142 Warrants**" means common share purchase warrants of 142 as set forth in Schedule D.

(f) "**142 Warrantholder**" means registered holder of 142 Warrants.

(g) "**Acquisition Transaction**" means, other than in connection with the transactions contemplated in this Agreement, including, but not limited to, the Amalgamation, any offer, proposal or inquiry relating to, or any Person's indication of interest in: (i) the sale, license, disposition, or acquisition of all or a material portion of the business or Assets of 142, AcquisitionCo or Synergy; (ii) the issuance, disposition, or acquisition of (A) any capital stock or other equity security of 142, AcquisitionCo or Synergy, (B) any subscription, option, call, warrant, preemptive rights, right of first refusal, or any other right (whether or not exercisable) to acquire any capital stock of other equity security of 142, AcquisitionCo or Synergy, or (C) any security, instrument or obligation that is or may become convertible into or exchangeable for any capital stock or other equity security of 142, AcquisitionCo or Synergy; or (iii) any merger, consolidation, business combination, reorganization, or similar transaction involving 142, AcquisitionCo or Synergy.

(h) "**AcquisitionCo Amalgamation Resolution**" means the unanimous resolution of Synergy as the sole shareholder of AcquisitionCo in respect of the Amalgamation substantially in the form and content of Schedule B attached hereto.

(i) "**AcquisitionCo Share**" means a common share in the capital of AcquisitionCo.

(j) "**Agreement**" means this merger agreement, including all Schedules, as it may be supplemented or amended by written agreement among the Parties.

(k) "**Amalco**" means the corporation resulting from the Amalgamation.

(l) "**Amalco Share**" means a common share of Amalco.

(m) "**Amalgamating Companies**" means AcquisitionCo and 142.

(n) "**Amalgamation**" means the amalgamation of the Amalgamating Companies under Section 269 of the BCBCA upon the terms and subject to the conditions set forth in the Amalgamation Agreement, as contemplated by this Agreement.

(o) "**Amalgamation Agreement**" means the amalgamation agreement among Synergy, AcquisitionCo and 142 substantially in the form attached as Schedule A, including the recitals, schedules and exhibits thereto, as the same may be amended, modified or supplemented in accordance with its terms.

(p) "**Amalgamation Application**" means the amalgamation application to be filed by the Amalgamating Companies with the Registrar in accordance with Section 275(1)(a) of the BCBCA.

(q) "**Assets**" means, with respect to a Party to this Agreement, all property (tangible or intangible) owned, leased or otherwise held for or used by the Party in the operation of its business.

(r) "**Associate**" has the meaning ascribed to such term in the Securities Act.

(s) "**Authorizations**" means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of any Governmental Authority, regulatory agency or self-regulatory organizations required by 142, AcquisitionCo, or Synergy in connection with the completion of the Amalgamation and the transactions contemplated by this Agreement.

(t) "**BCBCA**" means the *Business Corporations Act* (British Columbia).

(u) "**Business**" means the business carried on, conducted and operated by 142, as of the date of this Agreement.

(v) "**Business Day**" means any day other than a Saturday or Sunday or a statutory or civic holiday in the City of Vancouver, British Columbia.

(w) "**Closing**" means the completion of the Acquisition Transaction in accordance with the terms and conditions of this Agreement.

(x) "**Closing Documents**" has the meaning ascribed thereto in Section 8.1.

(y) "**Consents**" means all consents, approvals or other waivers, as applicable, from any party to any contracts, leases, licenses, permits, agreements or other arrangements that directly relate to the business of 142, AcquisitionCo, or Synergy, and that are necessary or advisable in connection with the execution of this Agreement, or the performance of any terms hereof or any document delivered pursuant hereto, or the completion of any of the transactions contemplated by this Agreement and the Amalgamation Agreement.

(z) "**Constating Documents**" means the charter, the memorandum, the articles of association, the articles of incorporation, the articles of continuance, the articles of amalgamation, notice of articles, the by-laws or any other instrument pursuant to which a corporation, partnership, trust or other Person is created, incorporated, continued, amalgamated or otherwise established, as the case may be, and/or which governs in whole or in part such Person's affairs, together with any amendments thereto.

(aa) "**CSE**" means the Canadian Securities Exchange.

(bb) "**Effective Date**" means the effective date of the Amalgamation as set forth in and indicated on the certificate of amalgamation issued by the Registrar and giving effect to the Amalgamation.

(cc) "**Effective Time**" means 10:00 a.m. (Vancouver time) on the Effective Date or such other time as 142 and Synergy, each acting reasonably, may agree to in writing, such agreement to be evidenced by the filing of the Amalgamation Application with such other Effective Time.

(dd) "**Governmental Authority**" means any foreign, national, provincial, local, or state government, any political subdivision or any governmental, judicial, public, or statutory instrumentality, court, tribunal, agency, including those pertaining to health, safety, or the environment, authority, body, or entity, or other regulatory bureau, authority, body, or entity, having legal jurisdiction over the activity or Person in question.

(ee) "**IFRS**" means the International Financial Reporting Standards issued by the International Accounting Standards Board and interpretations of the International Financial Reporting Interpretations Committee.

(ff) "**Law**" means any federal, provincial, local, municipal, state, foreign or other administrative statute, law, order, constitution, ordinance, principle of common law, regulation, rule or treaty.

(gg) "**Lien**" means any mortgage, hypothec, lien, security interest, lease, option, right of third parties or other charge or encumbrance, including the lien or retained title of a conditional vendor and any easement, right of way or other encumbrance on title to real property.

(hh) "**Listing**" means Synergy's application for listing on the CSE after Closing.

(ii) "**Listing Statement**" means the listing statement of Synergy pertaining to the Listing and in the form prescribed by the CSE.

(jj) "**Material Adverse Change**" means any change (or any condition, event or development involving a prospective change) in the business, operations, affairs, Assets, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), capitalization, financial condition, prospects, licenses, permits, rights or privileges, of a corporation or any of its subsidiaries which could reasonably be expected to materially and adversely affect such corporation and its subsidiaries taken as a whole.

(kk) "**Material Contract**" means, in relation to 142, the contracts and agreements provided by 142 to Synergy as material contracts of 142 and, in relation to Synergy and AcquisitionCo, the contracts and agreements provided by Synergy to 142.

(ll) "**material fact**", "**material change**" and "**misrepresentation**" are used in this Agreement as defined under the Securities Act.

(mm) "**Other Party**" means 142 in relation to Synergy, and Synergy in relation to 142.

(nn) "**Outside Date**" means June 30, 2026, or such later date as may be determined by the Parties.

(oo) "**Party**" means a party to this Agreement and "**Parties**" means all of them, collectively.

(pp) "**Permit**" means any license, permit, certificate, consent, order, grant, approval, classification, registration, flagging or other authorization of and from any Governmental Authority.

(qq) "**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status.

(rr) "**Place of Closing**" has the meaning ascribed thereto in Section 8.1;

(ss) "**Proceeding**" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

(tt) "**Registrar**" means the Registrar of Companies under the BCBCA.

(uu) "**Representative**" means, as to any Person, such Person's subsidiaries and affiliates and its directors, officers, employees, agents and advisors (including without limitation, financial advisors, counsel and accountants).

(vv) "**Resulting Issuer**" means Synergy immediately after the Effective Time.

(ww) "**Resulting Issuer Shares**" means the Synergy Shares as they are constituted immediately after the Effective Time.

(xx) "**Securities Act**" means the *Securities Act* (British Columbia).

(yy) "**SEDAR+**" means the System for Electronic Document Analysis and Retrieval+ of the Canadian securities administrators.

(zz) "**Synergy Financial Statements**" means the audited financial statements for the period from incorporation on June 1, 2023, to February 29, 2024, the audited financial statements for the year ended February 28, 2025 and the unaudited financial statements for the nine months ended November 30, 2025.

(aaa) "**Synergy Shareholders**" means the registered holders of Synergy Shares, immediately prior to the Effective Time, and "**Synergy Shareholder**" will mean any of the Synergy Shareholders.

(bbb) "**Synergy Shares**" means the common voting shares without par value in the capital of Synergy.

(ccc) "**Synergy Warrants**" means warrants in the capital of Synergy that will have the identical same terms, conditions and rights as the 142 Warrants.

(ddd) "**Tax**" or, collectively, "**Taxes**" means any and all federal, state, provincial, local and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, taxable income, profits, sales, use and occupation, and value added, ad valorem, goods and services, employer health, capital gains, transfer, franchise, withholding, payroll, recapture, employment, excise, capital, lease, service, license, severance, stamp, occupation, premium, environmental, windfall profit and property taxes, customs, duties and other taxes, governmental fees and other like assessments or charges of any kind whatsoever, including Canada Pension Plan or provincial pension plan premiums and employment insurance payments, together with all interest, penalties and additions imposed with

respect to such amounts and any obligations under any agreements or arrangements with any other Person with respect to such amounts and including any liability for taxes of a predecessor entity.

(eee) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

1.2 Schedules

This Agreement contains the following schedules, which form an integral part of this Agreement:

Schedule A: Form of Amalgamation Agreement

Schedule B: AcquisitionCo Amalgamation Resolution

Schedule C: 142 Amalgamation Resolution

Schedule D: 142 Warrants

1.3 Corporation, Subsidiaries and Affiliates

When a reference is made in this Agreement to subsidiaries of a corporation or any other entity, the word "subsidiary" means any corporation of which outstanding voting securities carrying more than 50% of the votes for the election of directors are, or any partnership, joint venture or other entity more than 50% of whose total equity interest is, directly or indirectly, owned by such corporation or such other entity, as the case may be, and such greater than 50% ownership constitutes "control", and "controlling" and "controlled" have corresponding meanings. When a reference is made in this Agreement to "affiliates" of a corporation or any other entity, "affiliate" of any given Person, means a Person that, directly or indirectly, owns a controlling or majority interest in, is owned by, controls or is controlled by, has the power and authority to direct, or is directed by, or is under common ownership with, such given Person.

1.4 Number, Gender and Persons

In this Agreement, words importing the singular number include the plural and vice versa, words importing any gender include all genders and words importing persons will include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind.

1.5 Interpretations Not Affected by Headings, etc.

The division of this Agreement into Parts, Sections and other parts and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless otherwise indicated, all references to a "Part", "Section" or "Schedule" followed by a number and/or a letter refer to the specified Part, Section or Schedule of this Agreement. The terms "hereof", "hereby", "herein" and "hereunder" and similar expressions refer to this Agreement (including the Schedules hereto) and not to any particular Part, Section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto. Any capitalized terms used in any Schedule, but not otherwise defined therein, will have the meaning as defined in this Agreement. Wherever the term "includes" or "including" is used, it will be deemed to mean "includes, without limitation" or "including, without limitation", respectively.

1.6 Date for Any Action

If any date on which any action is required or permitted to be taken hereunder is not a Business Day, such action will be required or permitted to be taken on or by the next succeeding day which is a Business Day.

1.7 Time Periods

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

1.8 Time and Currency

All times expressed herein are local time (Vancouver, British Columbia) unless otherwise stipulated. All sums of money, references to "dollars" or "$" in this Agreement will be in Canadian funds unless otherwise specified.

1.9 Knowledge

Where any representation or warranty in this Agreement is expressly qualified by reference to the knowledge of a Person, it is deemed to refer to the knowledge which such Person has or would have had if it had made a diligent inquiry (including of appropriate officers and directors) as a prudent Person would have considered necessary or advisable as to the matters that are the subject of the representations and warranties.

1.10 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute, regulation, direction or instrument is to that statute, regulation, direction or instrument as now enacted or as the same may from time to time be amended, re-enacted or replaced, and in the case of a reference to a statute, includes any regulations, rules, policies or directions made thereunder.

1.11 No Presumption

The Parties hereto and their counsel have participated jointly in the negotiation and drafting of this Agreement and the Amalgamation Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement and the Amalgamation Agreement are to be construed as if drafted jointly by the Parties hereto. No presumption or burden of proof will arise in favour of any Party by virtue of the authorship of any provision of this Agreement or the Amalgamation Agreement.

ARTICLE 2
MERGER AND RELATED TRANSACTIONS

2.1 142 Shareholder Approval

Prior to the Effective Time, 142 will obtain an executed copy of 142 Amalgamation Resolution such that the 142 Amalgamation Resolution constitutes a unanimous resolution under the BCBCA of the 142 Shareholders approving the Amalgamation.

2.2 AcquisitionCo Shareholder Approval

Prior to the Effective Time, Synergy will execute the AcquisitionCo Amalgamation Resolution in its capacity as the sole shareholder of AcquisitionCo such that the AcquisitionCo Amalgamation Resolution constitutes a unanimous resolution under the BCBCA of the sole shareholder of AcquisitionCo approving the Amalgamation.

2.3 Amalgamation

Provided that the conditions precedent in Article 7 that must be satisfied prior to the Effective Time are satisfied or waived (by the Party entitled to waive) and the Closing Documents have been executed and delivered to the satisfaction of the Parties and their counsel, each of Synergy and 142 will, in accordance with and subject to the terms and conditions of this Agreement and the Closing Documents, cause the Amalgamation Application to be filed with the Registrar to effect the Amalgamation pursuant to which:

(a) the Amalgamating Companies will amalgamate by way of statutory amalgamation under the BCBCA and continue as one company, being Amalco;

(b) each issued and outstanding AcquisitionCo Share will be exchanged for one issued, fully paid and non-assessable Amalco Share, and the issued and outstanding AcquisitionCo Shares will be cancelled;

(c) the 142 Shareholders will receive, as consideration for their 142 Shares, one fully paid and non-assessable Synergy Share for each 142 Share held, which, in the interest of clarity; every share certificate or written acknowledgement of uncertificated shares representing an 142 Share will be deemed to be cancelled and will represent only the right to receive certificates representing the Synergy Shares in accordance with Section 2.3 hereof;

(d) the 142 Warrantholders will receive, as consideration for their 142 Warrants, one Synergy Warrant for each 142 Warrant held, which will have the identical terms, conditions and rights as set forth in the 142 Warrant in accordance with Section 2.3 hereof;

(e) as consideration for the issuance of the Synergy Shares to the 142 Shareholders, Amalco will issue to Synergy, 100 Amalco Shares; and

(f) all of the property, rights, privileges and Assets of each of AcquisitionCo and 142 will be the property, rights, privileges and assets of Amalco, and Amalco will assume all of the liabilities and obligations of each of AcquisitionCo and 142.

2.4 Securities and Corporate Law Compliance

The Parties will diligently do all such acts and things as may be necessary to:

(a) comply with applicable Laws in relation to the proposal and, if approved, passing of the AcquisitionCo Amalgamation Resolution and the 142 Amalgamation Resolution;

(b) prepare and submit the Amalgamation Application to the Registrar in accordance with the requirements of the BCBCA, including, without limitation, the affidavits required under Section 277 of the BCBCA; and

(c) comply with any other orders, registrations, consents, filings, rulings, exemptions, no-action letters and approvals and the preparation of any documents reasonably deemed by any Party to be necessary to discharge its respective obligations or otherwise advisable under applicable Laws in connection with this Agreement or the Amalgamation.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of 142

142 hereby makes, as of the date hereof, the following representations and warranties and acknowledges that Synergy and AcquisitionCo are relying upon such representations and warranties for the purpose of entering into this Agreement:

(a) 142 is a corporation duly incorporated, validly existing and in good standing under the BCBCA;

(b) 142 is duly registered and licensed to carry on the Business in the jurisdictions in which it carries on the Business or owns property where so required by the laws of that jurisdiction and is not otherwise precluded from carrying on the Business or owning property in such jurisdictions by any other commitment, agreement or document;

(c) 142 is in material compliance with all applicable laws in the jurisdictions in which it carries on the Business and which may materially affect 142, has not received a notice of non-compliance, nor does 142 know of any facts that could give rise to a notice of such non-compliance with any applicable laws and 142 is not aware of any pending change or contemplated change to any applicable law or governmental position that would materially affect the Business or legal environment under which 142 operates;

(d) no proceedings have been taken or authorized by either of 142, to the knowledge of 142, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding-up of 142 or with respect to any amalgamation, merger, consolidation, arrangement or reorganization relating to 142;

(e) 142 has an authorized share capital consisting of an unlimited number of 142 Shares, of which 24,900,000 are issued and outstanding as fully paid and non-assessable, and such 142 Shares are free and clear of all liens, charges or encumbrances of any kind whatsoever;

(f) 142 has 21,000,000 142 Warrants outstanding;

(g) 142 does not have any subsidiaries (as such term is defined in the Securities Act);

(h) all securities of 142 have been issued in compliance with applicable laws including the Securities Act and the U.S. Securities Act, as applicable;

(i) other than as disclosed in this Agreement, there are no outstanding securities convertible into or exercisable to acquire any 142 Shares or any other securities or agreements which could result in the issuance of shares or securities of 142;

(j) 142 are not subject to any regulatory decision or order prohibiting or restricting transfer of its securities;

(k) 142 is not a reporting issuer or equivalent in any jurisdiction and the 142 Shares are not publicly listed on any securities exchange;

(l) 142 has the power, authority and capacity to execute and perform its obligations under this Agreement and each of the Closing Documents to which it is, or will be, a party;

(m) the execution and delivery by 142 of this Agreement, the Amalgamation Agreement, as applicable, and, once signed, each of the Closing Documents to which it is a party and the

performance of its obligations thereunder and contained therein have been or, as the case may be, will have been duly authorized by all applicable corporate action;

(n) each of this Agreement and the Amalgamation Agreement constitutes a legal, valid and binding obligation of 142, enforceable in accordance with its terms, and upon the execution and delivery by of 142 of the Closing Documents to which it is a party, each will constitute a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms;

(o) neither the execution and delivery of this Agreement, the Amalgamation Agreement and the Closing Documents nor the consummation of the Amalgamation will directly or indirectly (with or without notice or lapse of time) conflict with or result in a breach or violation of (i) any provision of the Constating Documents of 142; (ii) any applicable Law to which 142 is subject, the effect of which would cause a Material Adverse Change to 142. 142 is not aware of any pending or contemplated change to any applicable Law or governmental position that would cause a Material Adverse Change to its Business as currently conducted or the legal environment under which 142 operates; (iii) constitute a default under or give rise to any right of termination, cancellation or acceleration of, or to a loss of any benefit to which 142 is entitled, under any Material Contract to which 142 is a party or any permit or similar authorization relating to 142 or the Business; or (iv) result in the creation or imposition of any Lien relating to 142;

(p) no approval, order, consent of or filing with any Governmental Authority is required on the part of 142 (other than as expressly contemplated herein) in connection with the execution and delivery of this Agreement and, once signed, the Closing Documents, or the performance by 142 of its respective obligations pursuant to this Agreement and the Amalgamation Agreement and, once signed, the Closing Documents, the absence of which would cause a Material Adverse Change to 142;

(q) 142 has prepared and filed all applicable tax returns on time with all appropriate Governmental Authorities which were required to be filed on or prior to the Effective Date. Each such tax return of 142 was correct and complete in all material respects;

(r) each of 142 has paid all Taxes shown as due and payable by it on all its tax returns, has paid all assessments and reassessments it has received in respect of Taxes, and each of 142 has paid all Tax installments due and payable by it;

(s) there are no assessments or reassessments of Taxes that have been issued and are outstanding. 142 is not negotiating any assessment or reassessment with any Governmental Authority. 142 is not aware of any liabilities of such company for Taxes or any grounds for an assessment or reassessment including aggressive treatment of income expenses, credits or other claims for deduction under any tax return;

(t) there is no requirement for 142 to make any filing with, give any notice to, or obtain any consent, approval, waiver or other similar authorization of, any Person (other than as expressly contemplated herein), as a result of, or in connection with, with the execution and delivery of this Agreement and, once signed, the Closing Documents or as a requirement or condition of the lawful completion of the Amalgamation, for which the failure to do so would cause a Material Adverse Change to 142;

(u) the data and information in respect of 142 and its Assets, liabilities, Business and operations provided, or to be provided, by 142 or their Representatives to Synergy or its Representatives is, and will be, accurate and correct in all material respects as at the date hereof or the date provided, as applicable, and, in respect of any information provided or to be provided, do not omit to state a material fact (as such term is defined in the Securities Act), did not and will not knowingly omit any material data or information necessary to make

any data or information provided or to be provided not misleading in any material respect as at the date hereof or the date provided, as applicable. 142 has no knowledge of any Material Adverse Change to 142 from that disclosed in such data and information;

(v) 142 holds title to its Assets free and clear of all Liens, adverse claims, easements, rights of way, servitudes, zoning or building restrictions or any, other rights of others or other adverse interests of any kind, including leases, chattel mortgages, conditional sales contracts, collateral security arrangements and other title or interest retention arrangements (collectively, "**Encumbrances**"), except any Encumbrances which would not, individually or in the aggregate, be reasonably expected to result in a Material Adverse Change;

(w) 142 does not currently have, any employment, consulting, severance pay, continuation pay, termination pay, change of control or indemnification agreements or other similar agreements of any nature whatsoever between 142, on the one hand, and any current or former stockholder, officer or director of 142, or any other employee or consultant for which such employee or consultant receives a salary of greater than $100,000, that are currently in effect;

(x) there has been no material change in 142's accounting policies or in the financial condition of 142 since its inception;

(y) 142 has no material liabilities of any nature (matured or unmatured, fixed or contingent), other than those incurred in the ordinary course of business or as it deems may be required, in its sole discretion, necessary for the completion of the transactions contemplated by this Agreement;

(z) 142 has maintained proper accounting records such that an audit can readily be completed on its financial statements;

(aa) 142 maintains insurance policies customary to businesses similar to the one carried on by 142;

(bb) the financial books, records and accounts of 142 have in all material respects, been maintained in accordance with applicable law, in accordance with applicable accounting standards and, in each case, are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the Assets of such company and accurately and fairly reflect the basis for all financial statements of such company;

(cc) 142 does not have any material contracts to which 142 is a party and that are currently in force (the "**142 Material Contracts**");

(dd) 142 has all material approvals, authorizations, certificates, consents, licences, orders and permits and other similar authorizations of all Governmental Authorities (and all other Persons) necessary for the operation of the Business in substantially the same manner as currently operated by 142 or affecting or relating in any way to the Business;

(ee) other than as previously disclosed by 142 to Synergy or in this Agreement, there is no investment banker, broker, finder or other intermediary or advisor that has been retained by or is authorized to act on behalf of 142, who might be entitled to any fee, commission or reimbursement of expenses from 142 or any of its respective affiliates or any of its respective Associates upon consummation of the transactions contemplated by this Agreement;

(ff) there are no actions, suits or proceedings in existence or pending or, to the knowledge of 142, threatened or for which there is a reasonable basis, affecting or that would reasonably

be expected to affect 142 or affecting or that would reasonably be expected to affect any of 142's property or Assets at law or equity or before or by any Governmental Authority which action, suit or proceeding involves a possibility of any judgment against or liability of 142 which, if successful, would reasonably be expected to cause a Material Adverse Change, or would significantly impede the ability of 142 to consummate the Amalgamation;

(gg) the information contained in the documents, certificates and written statements (including this Agreement and the schedules and exhibits hereto) furnished to Synergy by or on behalf of 142 (including the Business and the results of operations, financial condition and prospects of 142) for use in connection with this Agreement or the transactions contemplated by this Agreement is true and complete in all material respects and does not, to the best of the knowledge of 142, after conducting an inquiry which a reasonably prudent person would make under the circumstances, omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. There is no fact known to 142 that has not been disclosed to Synergy by 142 in writing that has had a Material Adverse Change on or, so far as 142 can now foresee, would reasonably be likely to have a Material Adverse Change on 142;

(hh) the issuance of the Synergy Shares and Synergy Warrants to the 142 Shareholders and 142 Warrantholders (or its disclosed principal, if any) may be effected by Synergy without the necessity of the filing of any document with or obtaining any approval from or effecting any registration with any governmental entity or similar regulatory authority having jurisdiction over the Investor (or its disclosed principal, if any);

(ii) the issuance of the Synergy Shares and Synergy Warrants to the 142 Shareholders and 142 Warrantholders complies with the requirements of all applicable laws in the jurisdiction of 142 Shareholders' and 142 Warrantholders' residence;

(jj) the applicable securities laws do not require Synergy to register the Synergy Shares and Synergy Warrants issued to the 142 Shareholders and 142 Warrantholders, file a prospectus or similar document, or make any filings or disclosures or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the international jurisdiction; and

(kk) the issuance of the Synergy Shares and Synergy Warrants to the 142 Shareholders and 142 Warrantholders does not require Synergy to become subject to regulation in the 142 Shareholders' and 142 Warrantholders' jurisdiction, nor does it require Synergy to attorn to the jurisdiction of any governmental authority or regulator in such jurisdiction or require any translation of documents by Synergy.

3.2 Representations and Warranties of Synergy and AcquisitionCo

Synergy and AcquisitionCo hereby make, jointly and severally, as of the date hereof, the following representations and warranties and acknowledge that 142 are relying upon such representations and warranties for the purpose of entering into this Agreement:

(a) each of Synergy and AcquisitionCo is a corporation duly incorporated, validly existing and in good standing under the BCBCA;

(b) each of Synergy and AcquisitionCo is duly registered and licensed to carry on its business in the jurisdictions in which it carries on such business or owns property where so required by the laws of that jurisdiction and is not otherwise precluded from carrying on such business or owning property in such jurisdictions by any other commitment, agreement or document;

(c) each of Synergy and AcquisitionCo is in material compliance with all applicable laws in the jurisdictions in which it carries on its business and which may materially affect such company, has not received a notice of non-compliance, nor does such company know of any facts that could give rise to a notice of such non-compliance with any applicable laws and such company is not aware of any pending change or contemplated change to any applicable law or governmental position that would materially affect its business or legal environment under which such company operates;

(d) no proceedings have been taken or authorized by either of Synergy and AcquisitionCo or, to the knowledge of either Synergy or AcquisitionCo, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding-up of either Synergy or AcquisitionCo or with respect to any amalgamation, merger, consolidation, arrangement or reorganization relating to either Synergy or AcquisitionCo;

(e) Synergy has an authorized share capital consisting of an unlimited number of Synergy Shares of which 3,320,000 Synergy Shares are issued and outstanding as fully paid and non-assessable shares, free and clear of all liens, charges or encumbrances of any kind whatsoever;

(f) AcquisitionCo has an authorized share capital consisting of an unlimited number of AcquisitionCo Shares of which 100 AcquisitionCo Shares legally and beneficially owned by Synergy are issued and outstanding as fully paid and non-assessable, and, to the knowledge of AcquisitionCo, such AcquisitionCo Shares are free and clear of all liens, charges or encumbrances of any kind whatsoever;

(g) there are no outstanding securities convertible into or exercisable to acquire any Synergy Shares or AcquisitionCo Shares or any other securities or agreements which could result in the issuance of shares or securities of Synergy or AcquisitionCo;

(h) all securities of Synergy and AcquisitionCo have been issued in compliance with applicable laws including the Securities Act;

(i) neither of Synergy and AcquisitionCo is subject to any regulatory decision or order prohibiting or restricting transfer of its securities;

(j) Synergy is not a reporting issuer or equivalent in any jurisdiction and the Synergy Shares are not publicly listed on any securities exchange;

(k) each of Synergy and AcquisitionCo has the power, authority and capacity to execute and perform its obligations under this Agreement and each of the Closing Documents to which it is, or will be, a party;

(l) the execution and delivery by Synergy and AcquisitionCo of this Agreement, the Amalgamation Agreement and, once signed, each of the Closing Documents to which it is a party and the performance of their respective obligations thereunder and contained therein have been or, as the case may be, will have been duly authorized by all applicable corporate action;

(m) each of this Agreement and the Amalgamation Agreement constitutes legal, valid and binding obligations of Synergy and AcquisitionCo, as the case may be, enforceable against each of them in accordance with their terms and upon the execution and delivery by of Synergy and AcquisitionCo of the Closing Documents to which it is a party, each will constitute legal, valid and binding obligations of such Person, enforceable against such Person in accordance with its terms;

(n) neither the execution and delivery of this Agreement, the Amalgamation Agreement and the Closing Documents nor the consummation of the Amalgamation will directly or indirectly (with or without notice or lapse of time) conflict with or result in a breach or violation of (i) any provision of the Constating Documents of Synergy or AcquisitionCo; (ii) any applicable Law to which either of Synergy or AcquisitionCo is subject, the effect of which would cause a Material Adverse Change to Synergy and AcquisitionCo, taken as a whole. Synergy is not aware of any pending or contemplated change to any applicable Law or governmental position that would cause a Material Adverse Change to the business of Synergy and AcquisitionCo, taken as a whole, as currently conducted or the legal environment under which Synergy operates; (iii) constitute a default under or give rise to any right of termination, cancellation or acceleration of, or to a loss of any benefit to which Synergy or AcquisitionCo is entitled, under any Material Contract to which Synergy or AcquisitionCo is a party or any permit or similar authorization relating to Synergy or AcquisitionCo, or its business; or (iv) result in the creation or imposition of any Lien relating to Synergy or AcquisitionCo;

(o) no approval, order, consent of or filing with any Governmental Authority is required on the part of Synergy or AcquisitionCo (other than as expressly contemplated herein) in connection with the execution and delivery of this Agreement and, once signed, the Closing Documents, or the performance by Synergy and AcquisitionCo of their respective obligations pursuant to this Agreement and, once signed, the Closing Documents, the absence of which would cause a Material Adverse Change to Synergy or AcquisitionCo;

(p) there is no requirement for any of Synergy or AcquisitionCo to make any filing with, give any notice to, or obtain any consent, approval, waiver or other similar authorization of, any Person (other than as expressly contemplated herein), as a result of, or in connection with, with the execution and delivery of this Agreement and, once signed, the Closing Documents or as a requirement or condition of the lawful completion of the Amalgamation and the other transactions contemplated by this Agreement, for which the failure to do so would cause a Material Adverse Change to Synergy or AcquisitionCo;

(q) the data and information in respect of Synergy and AcquisitionCo and their Assets, liabilities, business and operations provided, or to be provided, by Synergy, AcquisitionCo or its Representatives to 142 or its Representatives is, and will be, accurate and correct in all material respects as at the date hereof or the date provided, as applicable, and, in respect of any information provided or to be provided, do not omit to state a material fact (as such term is defined in the Securities Act), did not and will not knowingly omit any material data or information necessary to make any data or information provided or to be provided not misleading in any material respect as at the date hereof or the date provided, as applicable. Synergy has no knowledge of any Material Adverse Change to Synergy from that disclosed in such data and information;

(r) all financial statements of Synergy, being the Synergy Financial Statements: (i) have been prepared in accordance with IFRS and/or generally accepted accounting principles, present fairly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of Synergy, as of the date thereof, and there has been no Material Adverse Change in the financial position of Synergy since the date of the Synergy Financial Statements and the business of Synergy has been carried on in the usual and ordinary course consistent with past practice since the date thereof; (ii) contain and reflect all necessary adjustments and accruals for a fair presentation of its financial position and the results of its operations for the periods covered by said financial statements; (iii) contain and reflect adequate provisions for all reasonably anticipated liabilities (including Taxes) with respect to the periods then ended and all prior periods; and (iv) with respect to Material Contracts to which Synergy is a party and commitments for the sale of goods or the provision of services by Synergy, contain and reflect adequate

reserves for all reasonably anticipated material losses and costs and expenses in excess of expected receipts;

(s) the financial books, records and accounts of each of Synergy or AcquisitionCo have in all material respects, been maintained in accordance with applicable law, in accordance with applicable accounting standards and, in each case, are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the Assets of each of Synergy or AcquisitionCo and accurately and fairly reflect the basis for all financial statements of each of Synergy or AcquisitionCo, including the Synergy Financial Statements;

(t) AcquisitionCo is not party to any material contracts other than this Agreement;

(u) there are no approvals, authorizations, certificates, consents, licences, orders and permits and other similar authorizations required from any Governmental Authorities (and all other Persons) necessary for, affecting or relating in any way to Synergy or AcquisitionCo;

(v) neither Synergy nor AcquisitionCo has any material liabilities of any nature (matured or unmatured, fixed or contingent), other than:

(i) the 142 Synergy Loan;

(ii) those set forth or adequately provided for in the most recent balance sheet and associated notes thereto included in the Synergy Financial Statements (the "**Synergy Balance Sheet**");

(iii) those incurred in the ordinary course of business and not required to be set forth in the Synergy Balance Sheet under IFRS;

(iv) those incurred in the ordinary course of business since the date of the Synergy Balance Sheet and consistent with past practice; and

(v) those incurred in connection with the execution of this Agreement;

(w) there are no actions, suits or proceedings in existence or pending or, to the knowledge of Synergy, threatened or for which there is a reasonable basis, affecting or that would reasonably be expected to affect Synergy or affecting or that would reasonably be expected to affect any of Synergy's property or Assets at law or equity or before or by any Governmental Authority which action, suit or proceeding involves a possibility of any judgment against or liability of Synergy which, if successful, would reasonably be expected to cause a Material Adverse Change, or would significantly impede the ability of Synergy to consummate the Amalgamation; and

(x) to the knowledge of Synergy, Synergy has not withheld from 142 any material information or documents concerning Synergy or its respective Assets or liabilities during the course of 142's review of Synergy and its Assets. No representation or warranty contained herein, and no statement contained in any schedule provided or to be provided to 142 by Synergy pursuant hereto contains or will contain an untrue statement of a material fact which is necessary to make the statements herein or therein not misleading.

(y) Synergy has prepared and filed all applicable tax returns on time with all appropriate Governmental Authorities which were required to be filed on or prior to the Effective Date. Each such tax return of Synergy was correct and complete in all material respects;

(z) Synergy has paid all Taxes shown as due and payable by it on all its tax returns, has paid all assessments and reassessments it has received in respect of Taxes, and each of Synergy has paid all Tax installments due and payable by it;

(aa) there are no assessments or reassessments of Taxes that have been issued and are outstanding. Synergy is not negotiating any assessment or reassessment with any Governmental Authority. Synergy is not aware of any liabilities of such company for Taxes or any grounds for an assessment or reassessment including aggressive treatment of income expenses, credits or other claims for deduction under any tax return;

(bb) Synergy holds title to its Assets free and clear of all Encumbrances, except any Encumbrances which would not, individually or in the aggregate, be reasonably expected to result in a Material Adverse Change;

(cc) Synergy does not currently have, any employment, consulting, severance pay, continuation pay, termination pay, change of control or indemnification agreements or other similar agreements of any nature whatsoever between Synergy, on the one hand, and any current or former stockholder, officer or director of Synergy, or any other employee or consultant for which such employee or consultant receives a salary of greater than $10,000, that are currently in effect;

(dd) there has been no material change in Synergy's accounting policies or in the financial condition of Synergy since its inception;

(ee) other than as previously disclosed by Synergy to 142 or in this Agreement, there is no investment banker, broker, finder or other intermediary or advisor that has been retained by or is authorized to act on behalf of Synergy, who might be entitled to any fee, commission or reimbursement of expenses from Synergy or any of its respective affiliates or any of its respective Associates upon consummation of the transactions contemplated by this Agreement;

(ff) the information contained in the documents, certificates and written statements (including this Agreement and the schedules and exhibits hereto) furnished to Synergy by or on behalf of Synergy (including the Business and the results of operations, financial condition and prospects of Synergy) for use in connection with this Agreement or the transactions contemplated by this Agreement is true and complete in all material respects and does not, to the best of the knowledge of Synergy, after conducting an inquiry which a reasonably prudent person would make under the circumstances, omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. There is no fact known to Synergy that has not been disclosed to Synergy by Synergy in writing that has had a Material Adverse Change on or, so far as Synergy can now foresee, would reasonably be likely to have a Material Adverse Change on Synergy.

ARTICLE 4
COVENANTS

4.1 Escrow of Resulting Issuer Shares held by E79

E79 agrees that all of the Resulting Issuer Shares it will receive after the Effective Time will be bear a legend with resale restrictions. The legend will be on the same terms as the escrow provisions that will be

applied to Resulting Issuer Shares held by insiders (as defined under securities legislation) of the Resulting Issuer.

4.2 Operation of Business by 142

From the date hereof to the Effective Date, unless the other Parties otherwise agree in writing or as otherwise expressly contemplated or permitted by this Agreement, 142, Synergy and AcquisitionCo will conduct the Business in the ordinary course consistent with past practice, and, except as required to effect the transactions contemplated herein, each Party will use reasonable efforts to preserve intact its current business organization, keep available the services of its present employees and agents, if applicable, and its subsidiaries and maintain good relations with, and the goodwill of, suppliers, clients, landlords and all other Persons having business relationships with such Party, as applicable.

4.3 Negative Covenants

From the date hereof to the Effective Date, unless the Other Party otherwise agrees in writing or as otherwise expressly contemplated or permitted by this Agreement or in the ordinary course of business, neither 142, on the one hand, nor Synergy, on the other hand, will:

(a) take any action (directly or indirectly) with respect to any of the following, except to the extent necessary to give effect to its obligations under or as expressly permitted by, this Agreement:

(i) amending its Constating Documents;

(ii) any acquisition or disposition of securities with a fair market value in an amount in excess of $150,000;

(iii) any change in its capitalization (including, but not limited to, any increase in the amount or maturity of its consolidated borrowings) or any conversion of an amount of short-term borrowings into long-term borrowings in an amount in excess of $150,000;

(iv) split, combine or reclassify any shares or undertake any capital reorganization or combination thereof other than as contemplated by this Agreement;

(v) declaring or paying any dividend or declaring, authorizing or making any distribution of, on or in respect of any of its securities whether payable in cash, securities or otherwise;

(vi) any release or relinquishment of any rights under or make amendments to a Material Contract, an Authorization or a Permit;

(vii) the entering into any joint venture or similar agreement, arrangement or relationship;

(viii) the grant of any license or other right with respect to any property;

(ix) the issuance or purchase or other acquisition of any equity securities, including any securities convertible into, or rights, warrants or options to acquire, any equity securities;

(x) agreeing or committing to the guarantee of payment of any material indebtedness;

(xi) making any material change in methods of accounting, except as required by concurrent changes in IFRS;

(xii) canceling, waiving, releasing, assigning, settling or comprising any material claims or rights;

(xiii) granting any Lien on any of its Assets; and

(xiv) amending, modifying or terminating any material insurance policy in effect on the date of this Agreement;

(b) fail to promptly advise the Other Party first orally and then in writing of any material change in its financial condition or operations that is likely to result in a Material Adverse Change; and

(c) enter into any transaction or perform any act which might:

(i) interfere or be inconsistent with the successful completion of the Amalgamation;

(ii) render inaccurate any of the representations and warranties set forth herein; or

(iii) adversely affect its ability to perform its covenants and agreements under this Agreement.

4.4 Proceedings

Each of Synergy and 142 will defend or cause to be defended any lawsuits or other legal proceedings brought against it or any affiliate or subsidiary thereof challenging this Agreement or the completion of the Amalgamation. Synergy will not settle, compromise or release any claim brought by its present, former or purported holders of any of its securities in connection with the Amalgamation prior to the Effective Time without the prior written consent of 142.

4.5 Consents

The Parties will use their commercially reasonable efforts to obtain all required third party consents, permits, approvals, authorizations, filings, assignments or waivers and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfil their obligations hereunder and to carry out the transactions contemplated by this Agreement and the Amalgamation Agreement, including obtaining any shareholder approvals, consents or agreements as may be required under applicable laws the rules and their Constating Documents to be able to fulfill their obligations hereunder and in connection with the delivery of all of the Closing Documents;

4.6 Public Announcements

None of 142, Synergy or AcquisitionCo will (and each such Party will use reasonable efforts to cause its Representatives not to), issue any press release, make any public announcement or public filing, conduct any interviews, or furnish any written statement to its employees or shareholders generally concerning the Amalgamation without the consent of the other Parties, such consent not to be unreasonably withheld, except to the extent required by applicable Laws or securities Laws (and in any such case, each Party, as applicable, will, to the extent consistent with timely compliance with such requirement, consult with the other Parties prior to making the required release, announcement, filing or statement).

4.7 Notification of Certain Matters

Between the date hereof and the Effective Date, each Party will give prompt notice in writing to each other Party of:

(a) any information that indicates that any of its representations or warranties contained herein was not true and correct as of the date hereof or will not be true and correct at and as of

the Effective Time with the same force and effect as if made at and as of the Effective Time (except for changes specifically permitted or contemplated by this Agreement),

(b) the occurrence of any event that will result, or has a reasonable prospect of resulting, in the failure of any condition specified in Article 7 hereof to be satisfied, and

(c) any notice or other communication from any third party alleging that the Consent of such third party is or may be required in connection with the Amalgamation, or that the Amalgamation may otherwise violate the rights of or confer remedies upon such third party.

4.8 Listing

As soon as practicable after the Closing, Synergy will (i) seek a Listing of the Synergy Shares on the CSE, and (ii) prepare and complete the Listing Statement together with any other documents required by the rules and policies of the CSE in connection with the Listing, and Synergy will, as promptly as reasonably practicable after obtaining the approval of the CSE as to the final Listing Statement file such final Listing Statement on SEDAR+.

4.9 Representations and Warranties

Each of Party covenants and agrees that from the date hereof until the termination of this Agreement, it will not take any action, or fail to take any action, which would or may reasonably be expected to result in its representations and warranties set out in Article 3 being untrue in any material respect at any time prior to the Effective Date or termination of this Agreement whichever is first.

ARTICLE 5
COMMITMENT TO THE AMALGAMATION

5.1 Acquisition Transactions

Each of 142 and Synergy hereby covenants that from the date hereof until the earlier of: (i) the Effective Time; (ii) this Agreement having been terminated pursuant to and in accordance with Article 6; and (iii) the Outside Date, it will:

(a) not directly or indirectly through any Representative take any action of any kind which could reasonably be construed to reduce the likelihood of success of consummating the Amalgamation, including but not limited to any action to continue, solicit, initiate, assist or encourage enquiries, submissions, proposals or offers from any other Person, entity or group relating to, and will not participate in any discussions or negotiations regarding or furnish to any other Person, entity or group any information with respect to, or otherwise cooperate in any way with or assist or participate in, or facilitate or encourage any effort or attempt with respect to an Acquisition Transaction;

(b) promptly notify the other Parties if it becomes aware that any proposal in respect of any Acquisition Transaction has been made, or it or any of its Representatives has received any inquiry from or contact with any Person with respect thereto, and advise the other Parties of the content of any such proposal and, if written, provide the other Parties with copies; and

(c) cease any and all negotiations with any third party in respect of any Acquisition Transaction, and not release any such third party from its obligations under any confidentiality agreement or other similar agreement.

5.2 Facilitation of Amalgamation

Without limiting Section 5.1, each Party will use reasonable efforts to satisfy each of the conditions precedent to be satisfied by it and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under applicable Laws, including applicable securities Laws, to permit the completion of the Amalgamation in accordance with the provisions of this Agreement and the Amalgamation Agreement and to consummate and make effective all other transactions contemplated in and by this Agreement and the Amalgamation Agreement and each will cooperate with each other in connection with the foregoing, including:

(a) satisfying all conditions precedent to the Amalgamation including the completion of all transactions to be effected prior to the Effective Time;

(b) entering into and delivering the Closing Documents on or before the Effective Date;

(c) agreeing to such changes, modifications or amendments to the Amalgamation Agreement or the Amalgamation as either 142 or Synergy may reasonably request, provided any such change, modification or amendment would not adversely affect any Party hereto;

(d) using reasonable efforts to provide notice to, and obtain all necessary Consents and Authorizations, the failure of which to obtain would prevent the Parties from effecting the Amalgamation or may result in a Material Adverse Change to 142 or Synergy;

(e) using reasonable efforts to effect or cause to be effected all necessary registrations and filings and submissions of information requested of it by any Governmental Authority, the failure of which to obtain would prevent the Parties hereto from effecting the Amalgamation or would result in a Material Adverse Change to 142 or Synergy;

(f) using reasonable efforts to lift or rescind any injunction or restraining order or other order which may be entered against it, which injunction or order would prevent the Parties hereto from completing the Amalgamation;

(g) cooperating with each other Party in connection with any lawsuits or legal proceedings brought against any Party or any affiliate thereof challenging this Agreement, or the completion of the Amalgamation, and keeping each other informed of any material information that becomes known to them in connection therewith;

(h) complying promptly with all requirements imposed by Law on its or its subsidiaries with respect to this Agreement, the Amalgamation Agreement or the Amalgamation; and

(i) not taking any action, or refraining from taking any commercially reasonable action, or permitting any action to be taken or not taken, which is inconsistent with this Agreement, or which would reasonably be expected to prevent, delay or otherwise impede the consummation of the Amalgamation.

5.3 Notification

Each Party will promptly notify the other Parties of:

(a) any Material Adverse Change or any change, effect, event, development, occurrence, circumstance or state of facts which could reasonably be expected to have a Material Adverse Change in respect of such Party;

(b) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person is required in connection with this Agreement or the Amalgamation (and

contemporaneously provide a copy of any such notice or communication to the other Parties);

(c) any notice or other communication from any Governmental Authority in connection with the Agreement or the Amalgamation (and contemporaneously provide a copy of any such notice or communication to the other Parties); or

(d) any legal or regulatory proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting such Party or that relate to this Agreement or the Amalgamation.

ARTICLE 6
TERMINATION

6.1 Termination by Synergy

Subject to compliance with Section 7.4, Synergy may, when not in default in the performance of any of its obligations under this Agreement, without prejudice to any other rights, terminate this Agreement by written notice to 142 if:

(a) not all of the conditions precedent in Section 7.1 and 7.3 will be or have been satisfied or waived by Synergy on or prior to the Outside Date;

(b) Synergy has determined to accept an Acquisition Transaction;

(c) the Amalgamation cannot be completed because 142 is in default under any of its covenants contained in Article 4; or

(d) 142 breaches this Agreement in any material respect.

6.2 Termination by 142

Subject to compliance with Section 7.4, 142, when not in default in the performance of any of its obligations under this Agreement, may, without prejudice to any other rights, terminate this Agreement by written notice to Synergy if:

(a) not all of the conditions precedent in Section 7.2 and 7.3 will be or have been satisfied or waived by 142 on or prior to the Outside Date;

(b) 142 has determined to accept an Acquisition Transaction;

(c) the Amalgamation cannot be completed because Synergy or AcquisitionCo is in default under any of its covenants contained in Article 4; or

(d) Synergy or AcquisitionCo breaches this Agreement in any material respect.

6.3 Effect of Termination

In the case of any termination of this Agreement pursuant to this Article 6, this Agreement, except in respect to any obligation hereunder which expressly survives termination in accordance with its terms, will be of no further force or effect provided that nothing herein will relieve any Party from its liability for any breach of this Agreement prior to such termination.

ARTICLE 7
CONDITIONS

7.1 Conditions for the Benefit of Synergy

The obligations of Synergy and AcquisitionCo to complete the Amalgamation will be subject to the fulfilment, or the waiver by Synergy, of the following conditions on or before the Effective Time, each of which is for the exclusive benefit of Synergy and may be waived by Synergy at any time, in whole or in part, in its sole discretion without prejudice to any other rights that it may have:

(a) 142 will have complied in all material respects with its covenants in this Agreement on or before the Effective Time and Synergy will have no actual knowledge of the contrary;

(b) the representations and warranties of 142 set forth in this Agreement will be true and correct in all material respects on and as of the Effective Time (as if made on and as of such date) except as affected by the transactions contemplated or permitted by this Agreement, and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been true and correct as of such date;

(c) no judgment or order will have been issued by any Governmental Authority, no action, suit, or proceeding will have been taken by any Person, and no Law, regulation or policy will have been proposed, enacted, or promulgated or applied,

(i) which could reasonably be expected to enjoin, prohibit or impose material limitations or conditions on the completion of the Amalgamation; or

(ii) that, if the Amalgamation was completed, could reasonably be expected to result in a Material Adverse Change to Synergy;

(d) the 142 Amalgamation Resolution will have been approved by 142 Shareholders;

(e) Synergy shall be satisfied with the results of its due diligence investigations relating to 142, acting reasonably;

(f) 142 will have delivered all Closing Documents required to be delivered by them in a form and substance satisfactory to Synergy and Synergy's counsel, each acting reasonably, and Synergy will have received all executed counterpart original and certified or other copies of such documents as such counsel may reasonably request;

(g) 142 will not have issued any 142 Shares or warrants, options, or other rights to acquire 142 Shares following the date of this Agreement;

(h) all necessary documents to be entered into in order to give effect to the Amalgamation will be in form and substance satisfactory to Synergy, acting reasonably; and

(i) since the date hereof, there will not have been any change, condition, event or occurrence that, individually or in the aggregate, has been, or could reasonably be expected to result in, a Material Adverse Change to 142.

7.2 Conditions for the Benefit of 142

The obligations of 142 to complete the Amalgamation will be subject to the fulfilment, or the waiver by 142 of the following conditions on or before the Effective Time, each of which is for the exclusive benefit of 142 and may be waived by 142 at any time, in whole or in part, in its sole discretion without prejudice to any other rights that it may have:

(a) Synergy will have complied in all material respects with its covenants in this Agreement on or before the Effective Time and 142 will have no actual knowledge of the contrary;

(b) the representations and warranties of Synergy set forth in this Agreement will be true and correct in all material respects on and as of the Effective Time (as if made on and as of that time) except as affected by transactions contemplated or permitted by this Agreement and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been true and correct as of such date;

(c) no judgment or order will have been issued by any Governmental Authority, no action, suit or proceeding will have been taken by any Person, and no Law, regulation or policy will have been proposed, enacted, or promulgated or applied,

(i) which could reasonably be expected to have the effect to cease trade in any of the securities of Synergy or enjoin, prohibit or impose material limitations or conditions on the completion of the Amalgamation, or

(ii) that, if the Amalgamation was completed, could reasonably be expected to result in a Material Adverse Change to 142;

(d) the AcquisitionCo Amalgamation Resolution will have been approved by Synergy as the sole shareholder of AcquisitionCo;

(e) Synergy will have delivered all Closing Documents required to be delivered by it;

(f) all necessary documents to be entered into in order to give effect to the Amalgamation will be in form and substance satisfactory to 142, acting reasonably;

(g) since the date hereof, there will not have been any change, condition, event or occurrence that, individually or in the aggregate, has been, or could reasonably be expected to result in, a Material Adverse Change to Synergy or AcquisitionCo;

(h) AcquisitionCo will have no outstanding indebtedness or liabilities;

(i) other than AcquisitionCo, Synergy will have no subsidiaries;

(j) the Synergy Shares issuable to 142 Shareholders at the Effective Time will be issued pursuant to exemptions from the prospectus requirements of the *Securities Act* (British Columbia); and

7.3 Mutual Conditions

The obligations of the Parties to complete the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions at or before the Effective Time (any of which may be waived by the mutual agreement of the Parties):

(a) the Effective Date will occur on or before the Outside Date;

(b) no provision of any applicable Law and no judgment, injunction, order or decree shall be in effect which restrains or enjoins or otherwise prohibits the consummation of the Amalgamation;

(c) the appropriate approval of any Governmental Authority, including all Consents, waivers, permits, orders and Authorizations of any such Governmental Authority in connection with, or required to permit, the consummation of the transactions contemplated hereby, the

failure to obtain which or the non-expiry of which would constitute a breach of applicable Law, or would, individually or in the aggregate, be or result in a Material Adverse Change after the Effective Time, shall have been obtained or received; and

(d) this Agreement shall have not been terminated in accordance with Article 6 of this Agreement.

7.4 Notice and Cure Provisions

Each of 142, on the one hand, and Synergy and AcquisitionCo, on the other hand, will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the Effective Date, of any event or state of facts which occurrence or failure would, or would reasonably be likely to:

(a) constitute a material breach of any of its representations or warranties contained herein or which would cause such representations and warranties to be untrue or incorrect in any material respect on the Effective Date; or

(b) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by the other hereunder prior to the Effective Date.

Neither 142, on the one hand, nor Synergy and AcquisitionCo, on the other hand, may elect not to complete the Amalgamation or the other transactions contemplated hereby pursuant to any of the conditions precedent contained in Sections 7.1 or 7.2, or exercise any termination right arising therefrom, unless forthwith and in any event prior to the Effective Date, 142, on the one hand, or Synergy, on the other hand, as the case may be, has delivered a written notice to the other specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which 142, on the one hand, or Synergy, on the other hand, as the case may be, is asserting as the basis for the non-fulfillment of the applicable condition precedent or the exercise of the termination right, as the case may be. If any such notice is delivered, provided that 142, on the one hand, or Synergy, on the other hand, as the case may be, is proceeding diligently to cure such matter, if such matter is capable of being cured, the other may not terminate this Agreement until the later of the Outside Date and the expiration of a period of 30 days from such notice.

7.5 Satisfaction, Waiver and Release of Conditions

The conditions provided for in this Article 7 will be deemed conclusively to have been satisfied, waived or released when the Amalgamation Application has been filed as contemplated in Section 2.3.

ARTICLE 8
CLOSING DELIVERIES

8.1 Closing Documents

Provided that the conditions precedent in Article 7 that must be satisfied prior to the Effective Date are satisfied or waived (by the Party entitled to waive), as the case may be, then on or before the Business Day prior to the Effective Date the Parties will execute, deliver or cause to be delivered, as the case may be, and as applicable to each of them, the documents and instruments described in Sections 8.2 and 8.3, as applicable (the "**Closing Documents**") to the offices of MLT Aikins LLP, 2600 – 1066 West Hastings Street, Vancouver, British Columbia V6E 3X1 (the "**Place of Closing**").

8.2 142 Deliveries

142 will deliver to the Place of Closing the following Closing Documents:

(a) a certificate of a senior officer of 142 and certifying, on behalf of such company as of the Effective Date, that such company has complied in all material respects with its covenants

in this Agreement and that the conditions precedent that must be satisfied on or prior to the Effective Date in Sections 7.2 and 7.3 have been satisfied or are waived;

(b) a certificate of a senior officer of 142 certifying that the representations and warranties of such company set forth in this Agreement will be true and correct in all material respects on and as of the Effective Date (as if made on and as of such date) except as affected by the transactions contemplated or permitted by this Agreement, and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been true and correct as of such date;

(c) a certificate of good standing or equivalent of 142;

(d) a counterpart of the Amalgamation Agreement duly executed by 142;

(e) a counterpart to the Amalgamation Application duly executed by 142;

(f) a certified copy of the 142 Amalgamation Resolution;

(g) a certified copy of the resolutions of the directors of 142 approving the Amalgamation;

(h) an affidavit of a director of 142 as required by the Section 277 of the BCBCA; and

(i) such other documents, certificates, opinions and deliveries as the Parties mutually consider reasonably necessary or desirable in connection with this Agreement and the consummation of the transactions contemplated herein.

8.3 Synergy and AcquisitionCo Deliveries

Synergy and AcquisitionCo will deliver to the Place of Closing the following Closing Documents:

(a) a certificate of a senior officer of each of Synergy and AcquisitionCo certifying, on behalf of such company as of the Effective Date, that such company has complied in all material respects with its covenants in this Agreement and that the conditions precedent that must be satisfied on or prior to the Effective Date in Sections 7.1 and 7.3 have been satisfied or are waived;

(b) a certificate of a senior officer of each of Synergy and AcquisitionCo certifying that the representations and warranties of such company set forth in this Agreement will be true and correct in all material respects on and as of the Effective Date (as if made on and as of such date) except as affected by the transactions contemplated or permitted by this Agreement, and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been true and correct as of such date;

(c) a counterpart of the Amalgamation Agreement duly executed by Synergy and AcquisitionCo;

(d) a counterpart to the Amalgamation Application duly executed by AcquisitionCo;

(e) a certificate of good standing of each of Synergy and AcquisitionCo;

(f) evidence satisfactory to 142 and its legal counsel, acting reasonably, of the completion of all corporate proceedings of Synergy and AcquisitionCo and all other matters which, in the reasonable opinion of 142, are necessary in connection with the transactions contemplated by this Agreement;

(g) a certified copy of the AcquisitionCo Amalgamation Resolution;

(h) certified copies of the resolutions of the directors of Synergy and AcquisitionCo approving the Amalgamation and the issuance of the Synergy Shares pursuant to the Amalgamation;

(i) an affidavit of a director of AcquisitionCo as required by the Section 277 of the BCBCA; and

(j) such other documents, certificates, opinions and deliveries as the Parties mutually consider reasonably necessary or desirable in connection with this Agreement and the consummation of the transactions contemplated herein.

ARTICLE 9
INDEMNIFICATION

9.1 Agreement to Indemnify

Synergy shall be indemnified and held harmless to the extent set forth in this Section 9.1 by 142 in respect of any and all damages incurred by Synergy as a result of any inaccuracy or misrepresentation in or breach of any representation, warranty, covenant or agreement made by 142 in this Agreement.

142 shall be indemnified and held harmless to the extent set forth in this Section 9.1 by Synergy in respect of any and all damages incurred by 142 as a result of any inaccuracy or misrepresentation in or breach of any representation, warranty, covenant or agreement made by the Synergy in this Agreement.

9.2 Survival of Representations, Warranties, and Covenants

Except as hereinafter provided in this Section 9.2, all representations, warranties, covenants, agreements and obligations of any Party responsible for indemnifying Synergy and 142, as the case may be (the "**Indemnifying Parties**") contained herein and all claims of Synergy and 142 in respect of any breach of any representation, warranty, covenant, agreement or obligation of any Indemnifying Party contained in this Agreement, shall survive the Effective Date and shall expire two years from the date of this Agreement.

9.3 Claims for Indemnification

If any Indemnitee shall believe that such Indemnitee is entitled to indemnification pursuant to this Article 9 in respect of any damages, such Indemnitee shall give the appropriate Indemnifying Party prompt written notice thereof. Any such notice shall set forth in reasonable detail and to the extent then known the basis for such claim for indemnification. The failure of such Indemnitee to give notice of any claim for indemnification promptly, but within the periods specified by Section 9.2, as the case may be, shall not adversely affect such Indemnitee's right to indemnity hereunder except to the extent that such failure adversely affects the right of the Indemnifying Party to assert any reasonable defence to such claim or to the extent that such failure increases the amount of liability or cost of the defence. Each such claim for indemnity shall expressly state that the Indemnifying Party shall have only the twenty (20) Business Day period referred to in the next sentence to dispute or deny such claim. The Indemnifying Party shall have twenty (20) Business Days following its receipt of such notice either (x) to acquiesce in such claim by giving such Indemnitee written notice of such acquiescence or (y) to object to the claim by giving such Indemnitee written notice of the objection.

ARTICLE 10
CONFIDENTIALITY

The Parties will, and will cause their employees, officers, directors, shareholders, outside advisors, agents, affiliates, Associates and representatives to, treat any data and information obtained with respect to the Parties, or any of their affiliates or Associates, from any representative, officer, director or employee of the Parties, or from any books or records of the Parties, confidentially and with commercially reasonable care

and discretion, and will not disclose any such information to third parties; provided, however, that the foregoing shall not apply to: (i) information in the public domain or that becomes public through disclosure in accordance with applicable Law, (ii) information that is required to be disclosed by applicable Law, (iii) information that is disclosed by Parties or their affiliates or Associates, on a confidential basis, to any of their respective agents, accountants, attorneys and prospective lenders or investors in connection with or related to the consummation of the transactions contemplated hereby, including the financing of the transactions contemplated by this Agreement, or (iv) any information that is disclosed by the Parties after the Effective Date.

In the event that this Agreement is terminated, the Parties, upon the written request of the other, will, and will cause its representatives to, promptly deliver to the other Party any and all documents or other materials furnished by the Party or their respective affiliates in connection with this Agreement without retaining any copy thereof. In the event of such request, all other documents, whether analyses, compilations or studies, that contain or otherwise reflect the information furnished by the Parties, shall be destroyed by the respective Parties or shall be returned and the Parties shall confirm in writing that all such materials have been returned or destroyed. No failure or delay by the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

The Parties hereto recognize and agree that in the event of a breach by either Party of this section, money damages would not be an adequate remedy for such breach and, even if money damages were adequate, it would be impossible to ascertain or measure with any degree of accuracy the damages sustained therefrom. Accordingly, if there should be a breach or threatened breach by either Party of the provisions of this section, the other Party, shall be entitled to an injunction restraining any breach without showing or proving actual damage sustained by such Party. Nothing in the preceding sentence shall limit or otherwise affect any remedies that the non-violating Party may otherwise have under applicable Law.

ARTICLE 11
GENERAL PROVISIONS

11.1 Notice

Any notice delivered or emailed shall be deemed to have been given and received on the Business Day next following the date of delivery or email, as the case may be. Any notice mailed as aforesaid shall be deemed to have been given and received on the third Business Day following the date it is posted, provided that if between the time of mailing and actual receipt of the notice there shall be a mail strike, slow down or other labour dispute which might affect delivery of the notice by mail, then the notice shall be effective only if actually delivered. Any notice, request, consent, agreement or approval which may or is required to be given pursuant to the Agreement and the transactions contemplated thereby will be in writing and will be sufficiently given or made if delivered or emailed by PDF, in the case of:

(a) Synergy and AcquisitionCo, addressed as follows:

Synergy Metals Corp.
Suite 1100 – 1111 Melville Street
Vancouver, British Columbia
V6E 3V6 Canada

Attention: James C. Tworek, President and Director
E-mail: jt@element79.gold

(b) 142, addressed as follows:

1425957 B.C. LTD.
Suite 1600 – 409 Granville Street

Vancouver, British Columbia
V6C 1T2 Canada

Attention: Sean Scott
E-mail: 1425957bcltd@gmail.com

(c) E79, addressed as follows:

Element79 Gold Corp.
Suite 1100-1111 Melville Street
Vancouver British Columbia
V6E 3V6 Canada

Attention: Michael Smith, CEO
E-mail: ms@element79.gold

11.2 Assignment

No Party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of each of the Other Parties.

11.3 Independent Legal Advice

Each of the Parties hereby acknowledges that it has carefully read and considered and fully understands the provisions of this Agreement and having done so, agrees that the provisions set forth in this Agreement are fair and reasonable. Each Party further acknowledges that it has had an opportunity to obtain independent advice in respect of the contents of this Agreement and it has either obtained such independent advice or waives all further rights in this respect.

11.4 Binding Effect

This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns (including, for greater certainty, Amalco).

11.5 Time of the Essence

For the purposes of this Agreement time will be of the essence.

11.6 Governing Law

This Agreement will be governed by and construed in accordance with the Laws of the province of British Columbia and the federal Laws of Canada applicable therein.

11.7 Entire Agreement

This Agreement (including, for greater certainty, the Amalgamation Agreement), constitutes the entire agreement and understanding between and among the Parties hereto with respect to the subject matter hereof and the Amalgamation and supersedes any prior agreement, representation or understanding with respect thereto.

11.8 Amendment or Waiver

Subject to any requirements imposed by Law or by any court having jurisdiction, this Agreement may be amended, modified or superseded, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, but only by written instrument executed by all the Parties hereto. No

waiver of any nature, in any one or more instances, will be deemed or construed as a further or continued waiver of any condition or breach of any other term, representation or warranty in this Agreement.

11.9 Severability

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is determined to be void or unenforceable in whole or in part, it will be deemed not to affect or impair the validity of any other provision of this Agreement and such void or unenforceable provision will be severable from this Agreement.

11.10 Counterparts and Delivery

This Agreement may be executed in any number of counterparts, each of which will be considered the original and all of which, together, will constitute one and the same instrument. This Agreement may also be executed in original or by signature sent and received by facsimile or other electronic transmission and the reproduction of such signature sent and received by way of facsimile or other electronic transmission will be deemed as though such reproduction was an executed original thereof.

11.11 No Contra Preferendum.

Synergy and 142 have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by Synergy and 142 and no presumption or burden of proof will arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

11.12 Further Assurances

Each of the Parties hereto agrees that each will promptly furnish to the other such further documents and take or cause to be taken such further actions as may reasonably be required in order to effect this Agreement and the Amalgamation. Each Party hereto agrees to execute and deliver such instruments and documents as the Other Parties hereto may reasonably require in order to carry out the intent of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year first above written.

1425957 B.C. LTD.

Per: *"Michael Smith"*
Name: Michael Smith
Title: Director

SYNERGY METALS CORP.

Per: *"James Tworek"*
Name: James C. Tworek
Title: Director

1515041 B.C. LTD.

Per: *"James Tworek"*
Name: James C. Tworek
Title: Director

ELEMENT79 GOLD CORP.

Per: *"Michael Smith"*
Name: Michael Smith
Title: CEO

SCHEDULE A

FORM OF AMALGAMATION AGREEMENT

AMALGAMATION AGREEMENT

THIS AGREEMENT is made as of [●], 2026.

BETWEEN:

1425957 B.C. LTD., a corporation incorporated under the laws of British Columbia, Canada

("**142**")

AND:

SYNERGY METALS CORP., a corporation incorporated under the laws of British Columbia, Canada

("**Synergy**")

AND:

1515041 B.C. LTD., a corporation incorporated under the laws of British Columbia, Canada

("**AcquisitionCo**")

AND:

ELEMENT79 GOLD CORP., a corporation incorporated under the laws of British Columbia, Canada

("**E79**")

WHEREAS:

A. each of the Parties is also a Party to a Merger Agreement which contemplates the Amalgamation (as herein defined), subject to certain conditions;

B. AcquisitionCo and 142 wish, subject to the satisfaction or waiver of the conditions set forth in Article 7 of the Merger Agreement, to effect the Amalgamation and amalgamate and continue as one corporation under the provisions the BCBCA and in accordance with the terms hereof; and

C. the Parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating to the Amalgamation.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, agreements and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Definitions**. In this Agreement:

   (a) "**Agreement**" means this amalgamation agreement and includes any and every instrument supplemental or ancillary hereto.

(b) "**Amalco**" means the corporation resulting from the Amalgamation.

(c) "**Amalco Share**" means a common share of Amalco.

(d) "**Amalgamating Companies**" means AcquisitionCo and 142.

(e) "**Amalgamation**" means the amalgamation of the Amalgamating Companies under Sections 269 and following of the BCBCA upon the terms and subject to the conditions set forth in this Agreement, as contemplated by the Merger Agreement.

(f) "**Amalgamation Application**" means the amalgamation application substantially in the form attached as Appendix A to be filed by the Amalgamating Companies with the Registrar in accordance with Section 275(1)(a) of the BCBCA.

(g) "**Amalgamation Certificate**" means the amalgamation certificate in respect of the Amalgamation to be issued by the Registrar in accordance with Section 281 of the BCBCA.

(h) "**Articles of Amalgamation**" means the articles of amalgamation substantially in the form attached as Appendix B.

(i) "**142 Amalgamation Resolution**" means the resolution of the 142 Shareholders in respect of the Amalgamation substantially in the form and content of Schedule B attached to the Merger Agreement.

(j) "**142 Shareholders**" means the registered holders of 142 Shares immediately prior to the Effective Time and "142 Shareholder" means any of the 142 Shareholders.

(k) "**142 Share**" means a common share without par value in the capital of 142.

(l) "**BCBCA**" means the *Business Corporations Act* (British Columbia).

(m) "**Depository**" means Odyssey Trust Company, the transfer agent of the resulting issuer under the Merger Agreement.

(n) "**Dissent Rights**" means the rights of dissent in respect of the Amalgamation provided for pursuant to Section 272 of the BCBCA.

(o) "**Dissenting Shareholder**" means a 142 Shareholder who validly exercises the right of dissent available to such holder under Section 272 of the BCBCA in respect of the 142 Amalgamation Resolution, and becomes entitled to receive, if the Amalgamation is completed, the fair value of his, her or its 142 Shares, provided such 142 Shareholder has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights or otherwise failed to comply with the requirements of the BCBCA.

(p) "**Effective Date**" means the effective date of the Amalgamation as set forth in and indicated on the Amalgamation Certificate.

(q) "**Effective Time**" means 10:00 a.m. (Vancouver time) on the Effective Date or such other time as Synergy and 142, each acting reasonably, may agree to in writing, such agreement to be evidenced by the filing of the Amalgamation Application with such other time.

(r) "**ITA**" means the *Income Tax Act* (Canada).

(s) "**Law**" means any federal, provincial, local, municipal, state, foreign or other administrative statute, law, order, constitution, ordinance, principle of common law, regulation, rule or treaty.

(t) "**Lien**" means any mortgage, hypothec, lien, security interest, lease, option, right of third parties or other charge or encumbrance, including the lien or retained title of a conditional vendor and any easement, right of way or other encumbrance on title to real property.

(u) "**Merger Agreement**" means the amended and restated merger agreement dated April 13, 2026, between Synergy, AcquisitionCo, and 142, including the recitals, schedules and exhibits thereto, as the same may be amended, modified or supplemented in accordance with its terms.

(v) "**Other Party**" means either 142 in relation to Synergy, or Synergy in relation to 142.

(w) "**Party**" means a party to this Agreement and "**Parties**" means all of them, collectively.

(x) "**Synergy Share**" means a subordinate voting share in the capital of Synergy.

(y) "**Synergy Warrant**" means a warrant that entitles the holder to acquire one Synergy Share at an exercise price

(z) "**AcquisitionCo Share**" means a common share without par value in the capital of AcquisitionCo.

(aa) "**Registrar**" means the Registrar of Companies under the BCBCA.

Any other capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Merger Agreement.

2. **Amalgamation**. Subject to the provisions of this Agreement, the Amalgamating Companies hereby agree to amalgamate effective as of the Effective Time under the provisions of the BCBCA and to continue as one company on the terms and conditions hereinafter set out.

3. **Effect of Amalgamation**. As of the Effective Time, subject to the BCBCA:

(a) the Amalgamation of the Amalgamating Companies and their continuance as one corporation will become effective;

(b) the property of each of the Amalgamating Companies will continue to be the property of Amalco;

(c) Amalco will continue to be liable for the obligations of each of the Amalgamating Companies;

(d) any existing cause of action, claim or liability to prosecution with respect to either or both of the Amalgamating Companies will be unaffected;

(e) any civil, criminal or administrative action or proceeding pending by or against either of the Amalgamating Companies may be continued to be prosecuted by or against Amalco;

(f) any conviction against, or ruling, order or judgment in favour of or against, either of the Amalgamating Companies may be enforced by or against Amalco; and

(g) the Articles of Amalgamation will be deemed to be the articles of incorporation of Amalco and the Amalgamation Certificate will be deemed to be the certificate of incorporation of Amalco.

4. **Name**. The name of Amalco will be Synergy Holdings Inc. or such other name as 142 may determine in its sole discretion.

5. **Amalgamation Application and Articles**. The forms of the Amalgamation Application and of the Articles of Amalgamation will, subject to repeal, amendment, alteration or addition under the BCBCA, be in the forms set forth in Appendices A and B attached hereto, respectively.

6. **Termination**. The board of directors of either of the Amalgamating Companies may terminate the Amalgamation and this Agreement at any time prior to the issue of the Amalgamation Certificate notwithstanding the approval by either, or both of, the 142 Shareholders and Synergy as sole shareholder of AcquisitionCo.

7. **Modifications**. The Parties may, by resolution of their respective directors, assent to any alteration or modification of this Agreement which the Registrar or the Supreme Court of British Columbia may require or which the shareholders of the Amalgamating Companies may direct or approve pursuant to the BCBCA and all alterations or modifications so assented to will be binding upon the Parties.

8. **Fiscal Year**. The fiscal year end of Amalco shall be February 28 of each calendar year.

9. **Business**. There will be no restrictions on the business Amalco may carry on or on the powers it may exercise.

10. **Registered Office**. The mailing and the delivery address of the registered office of Amalco will be at 2600 – 1066 West Hastings Street, Vancouver, British Columbia V6E 3X1 Canada until otherwise determined.

11. **Records Office**. The mailing and the delivery address of the records office of Amalco will be at 2600 – 1066 West Hastings Street, Vancouver, British Columbia V6E 3X1 Canada until otherwise determined.

12. **Authorized Capital**. Amalco will be authorized to issue an unlimited number of common shares without par value which shall have the rights, privileges, restrictions and conditions, subject to repeal, amendment, alteration or addition under the BCBCA, set out in the Articles of Amalgamation. No shares of Amalco may be transferred except in compliance with the restrictions set out in the Articles of Amalgamation.

13. **Initial Director**. The first director of Amalco, until amended in accordance with the Articles of Amalgamation, shall be the person whose name and address appear below:

Name	**Address**
Michael Smith	Unit 4 – 3531 Bayview Street, Richmond BC V7E 5W3

Such director shall hold office until the first annual meeting of shareholders of Amalco or until his successor is elected or appointed.

14. **Officers**. The following person will hold the office set opposite his name and will carry out his duties until he is relieved from such office by the board of directors of Amalco or until he sooner ceases to hold such office:

Name	**Position**
Michael Smith	Chief Executive Officer

15. **Treatment of Share Capital**. Upon issuance of the Amalgamation Certificate at the Effective Time, the issued and unissued shares of each of the Amalgamating Companies will be exchanged for Amalco Shares as follows:

(a) all of the unissued shares of each of the Amalgamating Companies will be cancelled;

(b) each issued and outstanding AcquisitionCo Share will be cancelled and replaced with one issued, fully paid and non-assessable Amalco Share;

(c) 142 Shareholders (other than Dissenting Shareholders) will receive one issued, fully paid and non-assessable Synergy Share for each 142 Share held;

(d) 142 Warrantholders will receive one issued Synergy Warrant for each 142 Warrant held; and

(e) as consideration for the issuance of the Synergy Shares, Amalco will issue to Synergy 100 Amalco Shares.

16. **Share Certificates**. At the Effective Time:

(a) Synergy will be deemed to be the registered holder of all of the outstanding Amalco Shares to which it is entitled under Section 15(b) and 15(e) and will be entitled to receive a share certificate representing such Amalco Shares and Amalco Warrants;

(b) share certificates evidencing the 142 Shares will cease to represent any claim upon or interest in 142 or Amalco other than the right to receive Synergy Shares in accordance with Section 15(c);

(c) 142 Shareholders (other than Dissenting Shareholders) will have the right to receive Synergy Shares and Synergy Warrants in accordance with Section 15(c),

(d) 142 Warrantholders will have the right to receive Synergy Warrants in accordance with Section 15(d), and

(e) Dissenting Shareholders shall have the right to receive the fair value, determined in accordance with the BCBCA, of the 142 Shares or 142 Warrants, as applicable, held by them.

17. **Capital**. At the Effective Time:

(a) to the extent permitted by law, Synergy shall add to the capital account maintained in respect of the Synergy Shares an amount equal to the aggregate paid-up capital (as such term is defined in the ITA), determined immediately prior to the Effective Time, of the 142 Shares that are exchanged for Synergy Shares on the Amalgamation; and

(b) to the extent permitted by law, Amalco shall add to the capital account maintained in respect of the Amalco Shares an amount equal to the sum of (i) the aggregate paid-up capital (as such term is defined in the ITA), determined immediately prior to the Effective Time, of the AcquisitionCo Shares; and (ii) the aggregate paid-up capital (as such term is defined in the ITA), determined immediately prior to the Effective Time, of the 142 Shares that are exchanged for Amalco Shares on the Amalgamation.

18. **Fractional Shares**. No fractional Amalco Shares will be issued by Amalco pursuant to this Agreement. Any exchange or replacement contemplated in Section 15 that results in less than a whole number will be rounded down to the nearest whole number without any payment in lieu of any fractional share.

19. **Lost Certificates**. In the event any certificate, which immediately prior to the Effective Time represented one or more outstanding 142 Shares that were exchanged pursuant to this Agreement, has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming

such certificate to be lost, stolen or destroyed, the Depository will issue in exchange for such lost, stolen or destroyed certificate, the Synergy Shares deliverable in accordance with the terms herein.

20. **Withholding Rights**. Synergy, Amalco and the Depository will be entitled to deduct and withhold from any consideration otherwise payable to any 142 Shareholder such amounts as Synergy, Amalco or the Depository determines are required or permitted to be deducted and withheld with respect to such payment under the ITA, or any provision of any other applicable tax law. To the extent that amounts are so withheld, such withheld amounts will be treated for all purposes hereof as having been paid to the 142 Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

21. **No Liens**. Any exchange or transfer of securities pursuant to this Agreement will be free and clear of all Liens of third parties of any kind.

22. **Covenants**. AcquisitionCo and 142 will, on or prior to the Effective Date, jointly file with the Registrar the Amalgamation Application and the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation at the Effective Time upon and subject to the terms and conditions of this Agreement and the Merger Agreement.

23. **Dissenting Shareholders**. 142 Shares held by Dissenting Shareholders (each, a "**Dissenting 142 Share**") will not be exchanged for Synergy Shares at the Effective Time in accordance with Section 15(c). Instead, on the Effective Date, each Dissenting Shareholder will cease to have any rights as a 142 Shareholder other than the right to be paid the fair value in respect of the Dissenting 142 Shares in accordance with the provisions of Section 272 of the BCBCA. However, if a Dissenting Shareholder withdraws or is deemed to have withdrawn the exercise of its Dissent Rights or otherwise failed to comply with the requirements of the BCBCA or if such Dissenting Shareholder's rights as a 142 Shareholder are otherwise reinstated, each Dissenting 142 Share held by that Dissenting Shareholder will thereupon be deemed to have been exchanged for one Synergy Share at the Effective Time in accordance with Section 15(c).

24. **Notice**. Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement will be given or made in accordance with the terms of the Merger Agreement.

25. **Assignment**. No Party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of each of the Other Parties.

26. **Binding Effect**. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns (including, for greater certainty, Amalco).

27. **Time of the Essence**. For the purposes of this Agreement time will be of the essence.

28. **Governing Law**. This Agreement will be governed by and construed in accordance with the Laws of the province of British Columbia and the federal Laws of Canada applicable therein.

29. **Entire Agreement**. This Agreement (including, for greater certainty, the Merger Agreement), constitutes the entire agreement and understanding between and among the Parties with respect to the subject matter hereof and the Amalgamation and supersedes any prior agreement, representation or understanding with respect thereto.

30. **Amendment or Waiver**. Subject to any requirements imposed by Law or by any court having jurisdiction, this Agreement may be amended, modified or superseded, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, but only by written instrument executed by all the Parties. No waiver of any nature, in any one or more instances, will

be deemed or construed as a further or continued waiver of any condition or breach of any other term, representation or warranty in this Agreement.

31. **Severability**. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is determined to be void or unenforceable in whole or in part, it will be deemed not to affect or impair the validity of any other provision of this Agreement and such void or unenforceable provision will be severable from this Agreement.

32. **Counterparts and Delivery**. This Agreement may be executed in any number of counterparts, each of which will be considered the original and all of which, together, will constitute one and the same instrument. This Agreement may also be executed in original or by signature sent and received by facsimile or other electronic transmission and the reproduction of such signature sent and received by way of facsimile or other electronic transmission will be deemed as though such reproduction was an executed original thereof.

33. **Further Assurances**. Each of the Parties agrees that it will promptly furnish to the Other Parties such further documents and take or cause to be taken such further actions as may reasonably be required in order to effect this Agreement and the Amalgamation. Each Party agrees to execute and deliver such instruments and documents as the Other Parties may reasonably require in order to carry out the intent of this Agreement.

[*Remainder of page intentionally left blank*.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year first above written.

1425957 B.C. LTD.

Per: _____
Name: Michael Smith
Title: Director

SYNERGY METALS CORP.

Per: _____
Name: James C. Tworek
Title: Director

1515041 B.C. LTD.

Per: _____
Name: James C. Tworek
Title: Director

ELEMENT79 GOLD CORP.

Per: _____
Name: Michael Smith
Title: CEO

APPENDIX A

Amalgamation Application

Please see attached.

BC Limited Company

AMALGAMATION APPLICATION

BUSINESS CORPORATIONS ACT, section 275

Telephone: 1 877 526-1526
www.bcreg.ca

Mailing Address: PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3

Courier Address: 200 – 940 Blanshard Street
Victoria BC V8W 3E6

DO NOT MAIL THIS FORM to BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the *Business Corporations Act* requires the electronic version of this form to be filed on the Internet at www.corporateonline.gov.bc.ca

Freedom of Information and Protection of Privacy Act (FOIPPA): Personal information provided on this form is collected, used and disclosed under the authority of the *FOIPPA* and the *Business Corporations Act* for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Manager of Registries Operations at 1 877 526-1526, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

A INITIAL INFORMATION – *When the amalgamation is complete, your company will be a BC limited company.*

What kind of company(ies) will be involved in this amalgamation?
(Check all applicable boxes.)

- [x] BC company
- [ ] BC unlimited liability company

B NAME OF COMPANY – *Choose **one** of the following:*

- [x] The name _____ is the name reserved for the amalgamated company. The name reservation number is: _____,

OR

- [ ] The company is to be amalgamated with a name created by adding "B.C. Ltd." after the incorporation number,

OR

- [ ] The amalgamated company is to adopt, as its name, the name of one of the amalgamating companies.

  The name of the amalgamating company being adopted is:

  _____

  The incorporation number of that company is: _____

Please note: If you want the name of an amalgamating corporation that is a foreign corporation, you must obtain a name approval before completing this amalgamation application.

C AMALGAMATION STATEMENT – *Please indicate the statement applicable to this amalgamation.*

- [ ] **With Court Approval:**
  This amalgamation has been approved by the court and a copy of the entered court order approving the amalgamation has been obtained and has been deposited in the records office of each of the amalgamating companies.

OR

- [x] **Without Court Approval:**
  This amalgamation has been effected without court approval. A copy of all of the required affidavits under section 277(1) have been obtained and the affidavit obtained from each amalgamating company has been deposited in that company's records office.

D AMALGAMATION EFFECTIVE DATE – *Choose **one** of the following:*

☑ The amalgamation is to take effect at the time that this application is filed with the registrar.

☐ The amalgamation is to take effect at 12:01a.m. Pacific Time on YYYY / MM / DD being a date that is not more than ten days after the date of the filing of this application.

☐ The amalgamation is to take effect at _____ ☐ a.m. or ☐ p.m. Pacific Time on YYYY / MM / DD being a date and time that is not more than ten days after the date of the filing of this application.

E AMALGAMATING CORPORATIONS

Enter the name of each amalgamating corporation below. For each company, enter the incorporation number. If the amalgamating corporation is a foreign corporation, enter the foreign corporation's jurisdiction and if registered in BC as an extraprovincial company, enter the extraprovincial company's registration number. Attach an additional sheet if more space is required.

	NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1.	1515041 B.C. LTD.	BC1515041	
2.	1425957 B.C. LTD.	BC1425957	
3.			
4.			
5.			

F FORMALITIES TO AMALGAMATION

If any amalgamating corporation is a foreign corporation, section 275 (1)(b) requires an authorization for the amalgamation from the foreign corporation's jurisdiction to be filed.

☐ This is to confirm that each authorization for the amalgamation required under section 275(1)(b) is being submitted for filing concurrently with this application.

G CERTIFIED CORRECT – I have read this form and found it to be correct.

This form must be signed by an authorized signing authority for each of the amalgamating companies as set out in Item E.

	NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
1.		X	
2.		X	
3.		X	
4.		X	
5.		X	

NOTICE OF ARTICLES

A NAME OF COMPANY

Set out the name of the company as set out in Item B of the Amalgamation Application.

B TRANSLATION OF COMPANY NAME

Set out every translation of the company name that the company intends to use outside of Canada.

C DIRECTOR NAME(S) AND ADDRESS(ES)

Set out the full name, delivery address and mailing address (if different) of every director of the company. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required.

LAST NAME	FIRST NAME	MIDDLE NAME
SMITH	MICHAEL	

	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
DELIVERY ADDRESS: Unit 4 – 3531 Bayview Street, Richmond	BC	Canada	V7E 5W3
MAILING ADDRESS:			

LAST NAME	FIRST NAME	MIDDLE NAME

	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
DELIVERY ADDRESS:			
MAILING ADDRESS:			

LAST NAME	FIRST NAME	MIDDLE NAME

	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
DELIVERY ADDRESS:			
MAILING ADDRESS:			

LAST NAME	FIRST NAME	MIDDLE NAME

	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
DELIVERY ADDRESS:			
MAILING ADDRESS:			

D REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE

PROVINCE	POSTAL CODE
BC	

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE

PROVINCE	POSTAL CODE
BC	

E RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE

PROVINCE	POSTAL CODE
BC	

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE

PROVINCE	POSTAL CODE
BC	

F AUTHORIZED SHARE STRUCTURE

Identifying name of class or series of shares	Maximum number of shares of this class or series of shares that the company is authorized to issue, or indicate there is no maximum number.		Kind of shares of this class or series of shares.			Are there special rights or restrictions attached to the shares of this class or series of shares?	
	THERE IS NO MAXIMUM (✔)	MAXIMUM NUMBER OF SHARES AUTHORIZED	WITHOUT PAR VALUE (✔)	WITH A PAR VALUE OF ($)	Type of currency	YES (✔)	NO (✔)
Common	✔		✔				✔

APPENDIX B

Articles of Amalgamation

Please see attached.

[●]
(the "Company")

Incorporation No. _____

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[●]
(the "Company")

Incorporation No. _____

ARTICLES

The Company has as its articles the following articles:

1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

(a) "board of directors", "directors" and "board" mean the directors or sole director of the Company for the time being;

(b) *"Business Corporations Act"* means the *Business Corporations Act*, SBC 2002, c. 57 from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(c) *"Interpretation Act"* means the *Interpretation Act*, RSBC 1996, c. 238 from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(d) "legal personal representative" means the personal or other legal representative of the shareholder;

(e) "registered address" of a shareholder means the shareholder's address as recorded in the central securities register;

(f) "seal" means the seal of the Company, if any.

1.2 *Business Corporations Act* and *Interpretation Act* Definitions Applicable

The definitions in the *Business Corporations Act* and the definitions and rules of construction in the *Interpretation Act,* with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict between these Articles and the *Business Corporations Act,* the *Business Corporations Act* will prevail.

2. SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2 Form of Share Certificate

Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act.*

2.3 Shareholder Entitled to Certificate or Acknowledgement

Each shareholder is entitled, without charge, to:

(a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name, or

(b) a non-transferable written acknowledgement of the shareholder's right to obtain such a share certificate;

provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

2.4 Delivery by Mail

Any share certificate or non-transferable written acknowledgement of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement

If the directors are satisfied that a share certificate or a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgement, as the case may be, and on such other terms, if any, as they think fit:

(a) order the share certificate or acknowledgement, as the case may be, to be cancelled; and

(b) issue a replacement share certificate or acknowledgement, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgement

If a share certificate or a non-transferable written acknowledgement of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgement, as the case may be, must be issued to the person entitled to that share certificate or acknowledgement, as the case may be, if the directors receive:

(a) proof satisfactory to them that the share certificate or acknowledgement is lost, stolen or destroyed; and

(b) any indemnity the directors consider adequate.

2.7 Splitting Share Certificates

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.8 Certificate Fee

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act,* determined by the directors.

2.9 Recognition of Trusts

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize

(even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as by law or statute or these Articles provided or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

2.10 Uncertificated Shares

Notwithstanding any other provisions of this Part, the directors may, by resolution, provide that:

(a) the shares of any or all of the classes and series of the Company's shares may be uncertificated shares; or

(b) any specified shares may be uncertificated shares.

3. ISSUE OF SHARES

3.1 Directors Authorized

Subject to the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Commissions and Discounts

The Company may at any time, pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3 Brokerage

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 Conditions of Issue

Except as provided for by the *Business Corporations Act,* no share may be issued until it is fully paid. A share is fully paid when:

(a) consideration is provided to the Company for the issue of the share by one or more of the following:

  (i) past services performed for the Company;

  (ii) property;

  (iii) money; and

(b) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights

Subject to the *Business Corporations Act,* the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

4. SHARE REGISTERS

4.1 Central Securities Register

As required by and subject to the *Business Corporations Act,* the Company must maintain in British Columbia a central securities register. The directors may, subject to the *Business Corporations Act,* appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Closing Register

The Company must not at any time close its central securities register.

5. SHARE TRANSFERS

5.1 Registering Transfers

A transfer of a share of the Company must not be registered unless:

(a) a duly signed instrument of transfer in respect of the share has been received by the Company;

(b) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate has been surrendered to the Company; and

(c) if a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgement has been surrendered to the Company.

5.2 Form of Instrument of Transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

5.3 Transferor Remains Shareholder

Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 Signing of Instrument of Transfer

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgements deposited with the instrument of transfer:

(a) in the name of the person named as transferee in that instrument of transfer; or

(b) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 Enquiry as to Title Not Required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgement of a right to obtain a share certificate for such shares.

5.6 Transfer Fee

There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 Rights of Legal Personal Representative

The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the *Business Corporations Act* and the directors have been deposited with the Company.

7. PURCHASE OF SHARES

7.1 Company Authorized to Purchase Shares

Subject to Article 7.2, the special rights and restrictions attached to the shares of any class or series and the *Business Corporations Act,* the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

7.2 Purchase When Insolvent

The Company must not make a payment or provide any other consideration to purchase or otherwise acquire any of its shares if there are reasonable grounds for believing that:

(a) the Company is insolvent; or

(b) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased Shares

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

(a) is not entitled to vote the share at a meeting of its shareholders;

(b) must not pay a dividend in respect of the share; and

(c) must not make any other distribution in respect of the share.

8. BORROWING POWERS

The Company, if authorized by the directors, may:

(a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;

(b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;

(c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

(d) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure

Subject to Article 9.2 and the *Business Corporations Act,* the Company may by directors resolution or ordinary resolution:

(a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;

(b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;

(c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;

(d) if the Company is authorized to issue shares of a class of shares with par value:

(i) decrease the par value of those shares; or

(ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;

(e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;

(f) alter the identifying name of any of its shares; or

(g) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act.*

9.2 Special Rights and Restrictions

Subject to the *Business Corporations Act,* the Company may by directors resolution or ordinary resolution:

(a) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or

(b) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued.

9.3 Change of Name

The Company may by directors resolution or ordinary resolution authorize an alteration of its Notice of Articles in order to change its name.

9.4 Other Alterations

If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by directors resolution or ordinary resolution alter these Articles.

10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act,* the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2 Resolution Instead of Annual General Meeting

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders

The directors may, whenever they think fit, call a meeting of shareholders.

10.4 Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

(a) if and for so long as the Company is a public company, 21 days;

(b) otherwise, 10 days.

10.5 Record Date for Notice

The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act,* by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

(a) if and for so long as the Company is a public company, 21 days;

(b) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.6 Record Date for Voting

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act,* by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

10.8 Notice of Special Business at Meetings of Shareholders

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

(a) state the general nature of the special business; and

(b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:

(i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and

(ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

10.9 Location of Meeting

Subject to Article 10.10, the directors may, by resolution of the directors, approve any location for the holding of a meeting of shareholders.

10.10 Electronic Meetings

The directors may determine that a meeting of shareholders shall be held entirely by means of telephonic, electronic or other communication facilities that permit all participants to communicate with each other during the meeting. A meeting of shareholders may also be held at which some, but not necessarily all, persons entitled to attend may participate by means of such communication facilities, if the directors determine to make them available. A person participating in a meeting by such means is deemed to be present at the meeting.

10.11 Electronic Voting

Any vote at a meeting of shareholders may be held entirely or partially by means of telephonic, electronic or other communication facilities, if the directors determine to make them available, whether or not persons entitled to attend participate in the meeting by means of communication facilities.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

At a meeting of shareholders, the following business is special business:

(a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;

(b) at an annual general meeting, all business is special business except for the following:

(i) business relating to the conduct of or voting at the meeting;

(ii) consideration of any financial statements of the Company presented to the meeting;

(iii) consideration of any reports of the directors or auditor;

(iv) the setting or changing of the number of directors;

(v) the election or appointment of directors;

(vi) the appointment of an auditor;

(vii) the setting of the remuneration of an auditor;

(viii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;

(ix) any other business which, under these Articles or the *Business Corporations Act,* may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Majority

The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Quorum

Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is one person who is, or who represents by proxy, a shareholder who, in the aggregate, holds at least 5% of the issued shares entitled to be voted at the meeting.

11.4 One Shareholder May Constitute Quorum

If there is only one shareholder entitled to vote at a meeting of shareholders:

(a) the quorum is one person who is, or who represents by proxy, that shareholder, and

(b) that shareholder, present in person or by proxy, may constitute the meeting.

11.5 Other Persons May Attend

The directors, the president (if any), the Chief Executive Officer (if any), the Chief Financial Officer (if any), the secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 Requirement of Quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.7 Lack of Quorum

If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

(a) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and

(b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8 Lack of Quorum at Succeeding Meeting

If, at the meeting to which the meeting referred to in Article 11.7(b) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.9 Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

(a) the chair of the board, if any; or

(b) if the chair of the board is absent or unwilling to act as chair of the meeting, the Chief Executive Officer, if any.

11.10 Selection of Alternate Chair

If, at any meeting of shareholders, there is no chair of the board or Chief Executive Officer present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the Chief Executive Officer are unwilling to act as chair of the meeting, or if the chair of the board and the Chief Executive have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 Notice of Adjourned Meeting

It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 Decisions by Show of Hands or Poll

Subject to the *Business Corporations Act,* every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

11.14 Declaration of Result

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 Motion Need Not be Seconded

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote

In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 Manner of Taking Poll

Subject to Article 11.18, if a poll is duly demanded at a meeting of shareholders:

(a) the poll must be taken:

(i) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and

(ii) in the manner, at the time and at the place that the chair of the meeting directs;

(b) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and

(c) the demand for the poll may be withdrawn by the person who demanded it.

11.18 Demand for Poll on Adjournment

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19 Chair Must Resolve Dispute

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.20 Casting of Votes

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21 Demand for Poll

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22 Demand for Poll Not to Prevent Continuance of Meeting

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 Retention of Ballots and Proxies

The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

(a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and

(b) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 Votes by Joint Holders

If there are joint shareholders registered in respect of any share:

(a) any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

(b) if more than one of the joint shareholders is present at any meeting, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders.

12.5 Representative of a Corporate Shareholder

If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

(a) for that purpose, the instrument appointing a representative must:

(i) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or

(ii) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;

(b) if a representative is appointed under this Article 12.5:

(i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and

(ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6 Proxy Provisions Do Not Apply to All Companies

Articles 12.7 to 12.15 do not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

12.7 Appointment of Proxy Holders

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy. The instructing of proxy holders may be carried out by means of telephonic, electronic or other communication facility in addition to or in substitution for instructing proxy holders by mail.

12.8 Alternate Proxy Holders

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.9 When Proxy Holder Need Not Be Shareholder

A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

(a) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;

(b) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting; or

(c) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting.

12.10 Deposit of Proxy

A proxy for a meeting of shareholders must:

(a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting; or

(b) unless the notice provides otherwise, be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11 Validity of Proxy Vote

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

(a) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

(b) by the chair of the meeting, before the vote is taken.

12.12 Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

[Name of Company]

(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints *[name]* or, failing that person, *[name],* a proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on *[month, day, year]* and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the shareholder):

Signed: _____
(month/day/year)

_____
(Signature of shareholder)

_____
(Name of shareholder—printed)

12.13 Revocation of Proxy

Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is:

(a) received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

(b) provided, at the meeting, to the chair of the meeting.

12.14 Revocation of Proxy Must Be Signed

An instrument referred to in Article 12.13 must be signed as follows:

(a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy;

(b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 Production of Evidence of Authority to Vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

13. DIRECTORS

13.1 First Directors; Number of Directors

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act.* The number of directors, excluding additional directors appointed under Article 14.8, is set at:

(a) subject to paragraphs (b) and (c), the number of directors that is equal to the number of the Company's first directors;

(b) if the Company is a public company, the greater of three and the most recently set of:

(i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(ii) the number of directors set under Article 14.4;

(c) if the Company is not a public company, the most recently set of:

(i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(ii) the number of directors set under Article 14.4.

13.2 Change in Number of Directors

If the number of directors is set under Articles 13.1(b)(i) or 13.1(c)(i):

(a) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;

(b) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 Directors' Acts Valid Despite Vacancy

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Qualifications of Directors

A director is not required to hold a share of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

13.5 Remuneration of Directors

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.6 Reimbursement of Expenses of Directors

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7 Special Remuneration for Directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8 Gratuity, Pension or Allowance on Retirement of Director

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

(a) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and

(b) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (a), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director

No election, appointment or designation of an individual as a director is valid unless:

(a) that individual consents to be a director in the manner provided for in the *Business Corporations Act;*

(b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

(c) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act.*

14.3 Failure to Elect or Appoint Directors

If:

(a) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act;* or

(b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

(c) the date on which his or her successor is elected or appointed; and

(d) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 Directors May Fill Casual Vacancies

Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6 Remaining Directors Power to Act

The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of summoning a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act,* for any other purpose.

14.7 Shareholders May Fill Vacancies

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 Additional Directors

Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

(a) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or

(b) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(a), but is eligible for re-election or re-appointment.

14.9 Ceasing to be a Director

A director ceases to be a director when:

(a) the term of office of the director expires;

(b) the director dies;

(c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or

(d) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders

The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 Removal of Director by Directors

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

14.12 Advance Notice of Nominations of Directors

(1) In this Article 14.12:

(a) “Applicable Securities Laws” means the Securities Act and the applicable securities legislation of each province and territory of Canada, as amended, of which the Company is a reporting issuer or equivalent, from time to time, along with the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the related securities commission and similar regulatory authority of the applicable provinces and territories of Canada;

(b) “Company Email Address” means the business email address of the Company as specified on the Company’s profile on SEDAR;

(c) “Head Office” means the head office address of the Company as specified on the Company’s profile on SEDAR;

(d) "Meeting of Shareholders" means such annual shareholders meeting or special shareholders meeting, whether general or not, at which one or more persons are nominated for election to the board of directors by a Nominating Shareholder;

(e) "Nominating Shareholder" has the meaning set out in Article 14.12(3)(c);

(f) "Notice Date" has the meaning set out in Article 14.12(5)(a);

(g) "Public Announcement" shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company on SEDAR;

(h) "Representation and Agreement" has the meaning set out in Article 14.12(4)(b);

(i) "Securities Act" means the British Columbia Securities Act or any successor thereto;

(j) "SEDAR" means the System for Electronic Document Analysis and Retrieval at www.sedar.com, or any successor filing service for the dissemination of public company disclosure documents in Canada;

(k) "Shareholder Notice" has the meaning set out in Article 14.12(4)(a).

(2) This Article 14.12 only applies to the company if and for so long as it is a public company.

(3) Subject only to the *Business Corporations Act*, only persons who are nominated in accordance with this Article 14.12 shall be eligible for election as directors of the company. Nominations of persons for election to the board of directors may be made for any Meeting of Shareholders:

(a) by or at the direction of the board of directors or an authorized officer of the Company, including pursuant to a notice of meeting;

(b) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the *Business Corporations Act*, or a requisition of the shareholders made in accordance with the provisions of the *Business Corporations Act*; or

(c) by any person (a "Nominating Shareholder"):

(i) who, on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and

(ii) who complies with the notice procedures set forth below in this Article 14.12.

(4) In addition to any other applicable requirements a Nominating Shareholder must give the following in order to nominate persons for election as directors:

(a) timely notice of the nomination in proper written form to the secretary of the Company at the Head Office in accordance with this Article 14.12 ("Shareholder Notice"); and

(b) a representation and agreement with respect to each candidate for nomination as required by, and within the time period specified in Article 14.12(7) ("Representation and Agreement").

(5) To be timely, the Shareholder Notice must be given:

(a) in the case of an annual general meeting (which may also be an annual and special meeting of shareholders), not less than 30 and not more than 65 days prior to the date of the annual general meeting; provided, however, that in the event that the annual general meeting is to be held on a date that is less than 50 days after the date (the "Notice Date") on which the first Public Announcement of the date of the annual general meeting was made, the Shareholder Notice may be given not later than 5 p.m. in the time zone of the Head Office on the tenth (10th) day following the Notice Date; or

(b) in the case of a special meeting (which is not also an annual meeting of shareholders) called for the purpose of electing directors (whether or not called for other purposes), not later than 5 p.m. in the time zone of the Head Office on the fifteenth (15th) day following the first Public Announcement of the date of the special meeting.

(6) To be in proper written form, the Shareholder Notice must set forth:

(a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director:

(i) the name, age, business address and residential address of the person;

(ii) the principal occupation or employment of the person;

(iii) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the person as of the record date of notice for the Meeting of Shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice;

(iv) a statement as to whether such person would be "independent" of the Company (within the meaning of section 1.4 and 1.5 of National Instrument 52-110 – Audit Committees of the Canadian Securities Administrators, as such provisions may be amended from time to time) if elected as a director at such meeting and the reasons and basis for such determination; and

(v) any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the *Business Corporations Act* and Applicable Securities Laws; and

(b) as to the Nominating Shareholder giving the Shareholder Notice,

(i) any information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the *Business Corporations Act* and Applicable Securities Laws; and

(ii) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the Nominating Shareholder as of the record date of notice for the Meeting of Shareholders (if such date shall than have been made publicly available and shall have occurred) and as of the date of such notice.

(7) To be eligible to be a candidate for election as a director of the Company and to be duly nominated, a candidate must be nominated in the manner prescribed in this Article 14.12 and the candidate for nomination, whether nominated by the board of directors or otherwise, must have previously

delivered to the secretary of the Company at the Head Office, not less than five (5) days prior to the date of the Meeting of Shareholders, a written Representation and Agreement (in a form acceptable to the Company, acting reasonably) that such candidate for nomination, if elected as a director of the Company, will comply with all applicable corporate governance, conflict of interest, confidentiality, share ownership, majority voting, insider trading policies and other policies and guidelines of the Company applicable to directors and in effect during such person's term in office as a director (and, if requested by any candidate for nomination, the secretary of the Company shall provide such candidate for nomination all such polices and guidelines in effect).

(8) No person shall be eligible for election as a director of the Company unless nominated in accordance with the provisions of this Article 14.12; provided, however, that nothing in this Article 14.12 shall be deemed to preclude discussion by a shareholder (as distinct from the nomination of directors) at a meeting of shareholders of any matter in respect of which it would have been entitled to submit a proposal pursuant to the provisions of the *Business Corporations Act*.

(9) The chair of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination be disregarded.

(10) Notwithstanding any other provision of these Articles, notice or any delivery given to the secretary of the Company pursuant to this Article 14.12 may only be given by mail, personal delivery or email and shall be deemed to have been given and made only at the time it is sent by mail to the Head Office, served by personal delivery to the Head Office, sent by email to the Company Email Address (provided that receipt of confirmation of such transmission has been received); provided that if such delivery or electronic communication is made on a day which is a not a business day or later than 5 p.m. In the time zone of the Head Office on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.

(11) Notwithstanding the foregoing, the board of directors may, in their sole discretion, waive any requirement in this Article 14.12 by resolution of the board of directors.

(12) In no event shall any adjournment or postponement of a Meeting of Shareholders or the announcement thereof commence a new time period for the giving of the Shareholder Notice or the Representation and Agreement.

15. ALTERNATE DIRECTORS

15.1 Appointment of Alternate Director

Any director (an "appointor") may by notice in writing received by the Company appoint any person (an "appointee") who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his or her appointor within a reasonable time after the notice of appointment is received by the Company.

15.2 Notice of Meetings

Every alternate director so appointed is entitled to notice of meetings of the directors and of committees of the directors of which his or her appointor is a member and to attend and vote as a director at any such meetings at which his or her appointor is not present.

15.3 Alternate for More Than One Director Attending Meetings

A person may be appointed as an alternate director by more than one director, and an alternate director:

(a) will be counted in determining the quorum for a meeting of directors once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;

(b) has a separate vote at a meeting of directors for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;

(c) will be counted in determining the quorum for a meeting of a committee of directors once for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity;

(d) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

15.4 Consent Resolutions

Every alternate director, if authorized by the notice appointing him or her, may sign in place of his or her appointor any resolutions to be consented to in writing.

15.5 Alternate Director Not an Agent

Every alternate director is deemed not to be the agent of his or her appointor.

15.6 Revocation of Appointment of Alternate Director

An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him or her.

15.7 Ceasing to be an Alternate Director

The appointment of an alternate director ceases when:

(a) his or her appointor ceases to be a director and is not promptly re-elected or re- appointed;

(b) the alternate director dies;

(c) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;

(d) the alternate director ceases to be qualified to act as a director; or

(e) his or her appointor revokes the appointment of the alternate director.

15.8 Remuneration and Expenses of Alternate Director

The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he or she were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

16. POWERS AND DUTIES OF DIRECTORS

16.1 Powers of Management

The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

16.2 Appointment of Attorney of Company

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

17. DISCLOSURE OF INTEREST OF DIRECTORS

17.1 Obligation to Account for Profits

A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act)* in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act.*

17.2 Restrictions on Voting by Reason of Interest

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

17.3 Interested Director Counted in Quorum

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

17.4 Disclosure of Conflict of Interest or Property

A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the *Business Corporations Act.*

17.5 Director Holding Other Office in the Company

A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

17.6 No Disqualification

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

17.7 Professional Services by Director or Officer

Subject to the *Business Corporations Act,* a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

17.8 Director or Officer in Other Corporations

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act,* the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

18. PROCEEDINGS OF DIRECTORS

18.1 Meetings of Directors

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

18.2 Voting at Meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

18.3 Chair of Meetings

The following individual is entitled to preside as chair at a meeting of directors:

(a) the chair of the board, if any;

(b) in the absence of the chair of the board, the president, if any, if the president is a director; or

(c) any other director chosen by the directors if:

  (i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;

  (ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or

  (iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

18.4 Meetings by Telephone or Other Communications Medium

A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting

of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 18.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

18.5 Calling of Meetings

A director may, and the secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

18.6 Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

18.7 When Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

(a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or

(b) the director or alternate director, as the case may be, has waived notice of the meeting.

18.8 Meeting Valid Despite Failure to Give Notice

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

18.9 Waiver of Notice of Meetings

Any director or alternate director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and, unless the director otherwise requires by notice in writing to the Company, to his or her alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director.

18.10 Quorum

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at a majority of directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

18.11 Validity of Acts Where Appointment Defective

Subject to the *Business Corporations Act,* an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

18.12 Consent Resolutions in Writing

A resolution of the directors or of any committee of the directors consented to in writing by all of the directors entitled to vote on it, whether by signed document, fax, email or any other method of transmitting legibly

recorded messages, is as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors duly called and held. Such resolution may be in two or more counterparts which together are deemed to constitute one resolution in writing. A resolution passed in that manner is effective on the date stated in the resolution or on the latest date stated on any counterpart. A resolution of the directors or of any committee of the directors passed in accordance with this Article 18.12 is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

19. EXECUTIVE AND OTHER COMMITTEES

19.1 Appointment and Powers of Executive Committee

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

(a) the power to fill vacancies in the board of directors;

(b) the power to remove a director;

(c) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(d) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

19.2 Appointment and Powers of Other Committees

The directors may, by resolution:

(a) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;

(b) delegate to a committee appointed under paragraph (a) any of the directors' powers, except:

(i) the power to fill vacancies in the board of directors;

(ii) the power to remove a director;

(iii) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(iv) the power to appoint or remove officers appointed by the directors; and

(c) make any delegation referred to in paragraph (b) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3 Obligations of Committees

Any committee appointed under Articles 19.1 or 19.2, in the exercise of the powers delegated to it, must:

(a) conform to any rules that may from time to time be imposed on it by the directors; and

(b) report every act or thing done in exercise of those powers at such times as the directors may require.

19.4 Powers of Board

The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

(a) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;

(b) terminate the appointment of, or change the membership of, the committee; and

(c) fill vacancies in the committee.

19.5 Committee Meetings

Subject to Article 19.3(a) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

(a) the committee may meet and adjourn as it thinks proper;

(b) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;

(c) a majority of the members of the committee constitutes a quorum of the committee; and

(d) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

20. OFFICERS

20.1 Directors May Appoint Officers

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

20.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

(a) determine the functions and duties of the officer;

(b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

(c) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

20.3 Qualifications

No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act.* One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as the managing director must be a director. Any other officer need not be a director.

20.4 Remuneration and Terms of Appointment

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors think fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

21. INDEMNIFICATION

21.1 Definitions

In this Article 21:

(a) "eligible penalty" means a judgement, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;

(b) "eligible proceeding" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an "eligible party") or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:

(i) is or may be joined as a party; or

(ii) is or may be liable for or in respect of a judgement, penalty or fine in, or expenses related to, the proceeding;

(c) "expenses" has the meaning set out in the *Business Corporations Act.*

21.2 Mandatory Indemnification of Directors and Former Directors

Subject to the *Business Corporations Act,* the Company must indemnify a director, former director or alternate director of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

21.3 Indemnification of Other Persons

Subject to any restrictions in the *Business Corporations Act,* the Company may indemnify any person.

21.4 Non-Compliance with *Business Corporations Act*

The failure of a director, alternate director or officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Part.

21.5 Company May Purchase Insurance

The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

(a) is or was a director, alternate director, officer, employee or agent of the Company;

(b) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;

(c) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;

(d) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

22. DIVIDENDS

22.1 Payment of Dividends Subject to Special Rights

The provisions of this Article 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

22.2 Declaration of Dividends

Subject to the *Business Corporations Act,* the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

22.3 No Notice Required

The directors need not give notice to any shareholder of any declaration under Article 22.2.

22.4 Record Date

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

22.5 Manner of Paying Dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company, or in any one or more of those ways.

22.6 Settlement of Difficulties

If any difficulty arises in regard to a distribution under Article 22.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

(a) set the value for distribution of specific assets;

(b) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and

(c) vest any such specific assets in trustees for the persons entitled to the dividend.

22.7 When Dividend Payable

Any dividend may be made payable on such date as is fixed by the directors.

22.8 Dividends to be Paid in Accordance with Number of Shares

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

22.9 Receipt by Joint Shareholders

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

22.10 Dividend Bears No Interest

No dividend bears interest against the Company.

22.11 Fractional Dividends

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

22.12 Payment of Dividends

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

22.13 Capitalization of Surplus

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the surplus or any part of the surplus.

23. DOCUMENTS, RECORDS AND REPORTS

23.1 Recording of Financial Affairs

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act.*

23.2 Inspection of Accounting Records

Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

24. NOTICES

24.1 Method of Giving Notice

Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

(a) mail addressed to the person at the applicable address for that person as follows:

  (i) for a record mailed to a shareholder, the shareholder's registered address;

  (ii) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;

  (iii) in any other case, the mailing address of the intended recipient;

(b) delivery at the applicable address for that person as follows, addressed to the person:

(i) for a record delivered to a shareholder, the shareholder's registered address;

(ii) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;

(iii) in any other case, the delivery address of the intended recipient;

(c) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(d) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;

(e) physical delivery to the intended recipient.

24.2 Deemed Receipt of Mailing

A record that is mailed to a person by ordinary mail to the applicable address for that person referred to in Article 24.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing.

24.3 Certificate of Sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 24.1, prepaid and mailed or otherwise sent as permitted by Article 24.1 is conclusive evidence of that fact.

24.4 Notice to Joint Shareholders

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing the notice to the joint shareholder first named in the central securities register in respect of the share.

24.5 Notice to Trustees

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

(a) mailing the record, addressed to them:

(i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

(ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

(b) if an address referred to in paragraph (a)(i) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

25. SEAL

25.1 Who May Attest Seal

Except as provided in Articles 25.2 and 25.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

(a) any two directors;

(b) any officer, together with any director;

(c) if the Company only has one director, that director; or

(d) any one or more directors or officers or persons as may be determined by the directors.

25.2 Sealing Copies

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 25.1, the impression of the seal may be attested by the signature of any director or officer.

25.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

26. PROHIBITIONS

26.1 Definitions

In this Article 26:

(a) "designated security" means:

(i) a voting security of the Company;

(ii) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or

(iii) a security of the Company convertible, directly or indirectly, into a security described in paragraph (a) or (b);

(b) "security" has the meaning assigned in the *Securities Act* (British Columbia);

(c) "voting security" means a security of the Company that:

(i) is not a debt security, and

(ii) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

26.2 Application

Article 26.3 does not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

26.3 Consent Required for Transfer of Shares or Designated Securities

No share or designated security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

Full name and signature of a director/officer	Date of Signing
_____ Title: Name:	

SCHEDULE B

ACQUISITIONCO AMALGAMATION RESOLUTION

RESOLVED AS A SPECIAL RESOLUTION that:

1. 1515041 B.C. Ltd. (the "**Company**") amalgamate with 1425957 B.C. Ltd. ("**142**") under the provisions of the *Business Corporations Act* (British Columbia);

2. the amalgamation agreement (the "**Amalgamation Agreement**"), between the Company, Synergy Metals Corp., Element79 Gold Corp., and 142, including the recitals, schedules and exhibits thereto, as same may be amended, modified or supplemented in accordance with its terms, is hereby consented to, approved, and adopted;

3. any director or officer of the Company be, and he or she is hereby authorized to execute and deliver all such documents and instruments and do all such things as may be necessary to give full effect to the transactions contemplated by the Amalgamation Agreement ("**General Authority**") and execution and delivery of any such document or instrument by any such director or officer shall be conclusive proof of his or her General Authority to execute and deliver the same.

SCHEDULE C

142 AMALGAMATION RESOLUTION

RESOLVED AS A SPECIAL RESOLUTION that:

1. 1425957 B.C. Ltd. (the "**Company**") amalgamate with 1515041 B.C. Ltd. ("**AcquisitionCo**") under the provisions of the *Business Corporations Act* (British Columbia);

2. the amalgamation agreement (the "**Amalgamation Agreement**"), between the Company, Synergy Metals Corp., Element79 Gold Corp., and AcquisitionCo, including the recitals, schedules and exhibits thereto, as same may be amended, modified or supplemented in accordance with its terms, is hereby consented to, approved and adopted; and

3. any director or officer of the Company be, and he or she is hereby authorized to execute and deliver all such documents and instruments and do all such things as may be necessary to give full effect to the transactions contemplated by the Amalgamation Agreement ("**General Authority**") and execution and delivery of any such document or instrument by any such director or officer shall be conclusive proof of his or her General Authority to execute and deliver the same.

SCHEDULE D

142 WARRANTS

Holder(s)	Number	Exercise Price	Issuance Date	Expiry Date
[redacted]	2,250,000	$0.10	September 22, 2023	September 22, 2028
[redacted]	2,250,000	$0.10	September 22, 2023	September 22, 2028
[redacted]	2,250,000	$0.10	September 22, 2023	September 22, 2028
[redacted]	1,000,000	$0.10	September 22, 2023	September 22, 2028
[redacted]	2,250,000	$0.10	September 22, 2023	September 22, 2028
[redacted]	2,375,000	$0.1625	September 6, 2024	September 6, 2029
[redacted]	1,250,000	$0.1625	October 28, 2024	October 28, 2029
[redacted]	2,375,000	$0.1625	October 28, 2024	October 28, 2029
[redacted]	2,000,000	$0.25	November 7, 2024	November 7, 2029
[redacted]	2,000,000	$0.25	November 12, 2024	November 12, 2029
[redacted]	537,500	$0.10	October 24, 2025	July 6, 2028
[redacted]	462,500	$0.10	October 24, 2025	July 6, 2028

SCHEDULE V
DALE OPTION AGREEMENT

Please see attached.

OPTION AGREEMENT

THIS AGREEMENT made and entered into as of the 22nd day of August, 2023 (the "**Effective Date**").

BETWEEN:

JEAN MARC GAUDREAU, having an address at:
[redacted]

("**Optionor**")

AND:

SYNERGY METALS CORP., a British Columbia corporation
having an address at:
Suite 1100, 1111 Melville Street Vancouver, British Columbia
Canada, V6E 3V6

("**Synergy**")

WHEREAS:

A. Optionor is the recorded and beneficial owner of an undivided 100% interest in and to the Property (as defined below).

B. Optionor has agreed to grant to Synergy the sole and exclusive right and option to acquire a 100% right, title, and interest in and to the Property, subject only to the NSR Royalty (as defined below), in accordance with the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, it is agreed as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, including the Recitals hereto, the following words, phrases and expressions will have the following meanings:

(a) "**Business Day**" means any day, other than a Saturday, a Sunday or a day upon which the principal commercial banks in Vancouver, British Columbia are generally not open for business;

(b) "**Closing Date**" means the date upon which Synergy completes a Going Public Transaction;

(c) "**Designees**" means Timothy Martel, having an address at [redacted] and Christopher Brent Patrie having an address at [redacted];

(d) "**Effective Date**" means the date of this Agreement first written above;

(e) "**Encumbrance**" mans any mortgage, charge, pledge, hypothecation, security interest, assignment, lien, charge, royalty, restrictive covenant or other encumbrance of any nature;

(f) "**Environmental Law**" means all requirements of the common law or of the environmental, health or safety statutes, regulations, rules, ordinances, policies, orders, approvals, notices, licenses, permits or directives of any federal, provincial or local judicial, regulatory or administrative agency, board or governmental authority applicable to the Property;

(g) "**Exchange**" means a recognized Canadian stock exchange;

(h) "**Going Public Transaction**" means an initial public offering or business transaction involving Synergy, including a merger, amalgamation, arrangement, share exchange take-over bid, capital pool transaction or any similar transaction resulting in Synergy Shares or common shares of another issuer exchanged therefor being tradable securities listed on an Exchange;

(i) "**Mineral Rights**" means the exploration licenses, mineral claims, mining leases, mining licenses, mineral concessions and other forms of mineral tenure listed in Schedule A attached hereto together with any and all substitute or successor titles thereto, and any mineral claims acquired pursuant to section 2.9;

(j) "**NSR Royalty**" means the net smelter royalty in the form attached as Schedule C;

(k) "**Option Period**" means the period commencing on the date hereof and ending on the earlier of (i) the date that the Option is deemed to have been exercised by Synergy in accordance with the terms and conditions of this Agreement, and (ii) the date that this Agreement is terminated pursuant to its terms;

(l) "**Property**" means the Dale property located in Ontario, Canada comprised of the Mineral Rights and, as of the Effective Date, covering an area of approximately 1694 hectares and as described in Schedule B hereto (as amended from time to time to reflect the addition of any mineral claims that become part of the Property pursuant to the addition of AOI Property under Section 2.9); and

(m) "**Synergy Shares**" means common shares in the capital of Synergy.

1.2 Interpretation

(a) Words (including defined terms) using or importing the singular number include the plural and vice versa and words importing one gender only will include all genders and words importing persons in this Agreement will include individuals, partnerships, corporations and any other entities, legal or otherwise.

(b) The word "including" means "including without limitation" and "include" and, "includes" will be construed similarly;

(c) The headings used in this Agreement are for ease of reference only and will not affect the meaning or the interpretation of this Agreement.

(d) All references to the symbol "$" are to lawful money of Canada unless specifically stated otherwise.

(e) If the date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day that is a Business Day.

1.3 Schedules

The following schedules attached to this Agreement will form part of this Agreement:

Schedule A – Mineral Rights
Schedule B – Map of the Property
Schedule C – Net Smelter Return

ARTICLE 2
THE OPTION

2.1 Option

Optionor hereby grants to Synergy the sole and exclusive right and option, subject to the terms of this Agreement, to acquire an undivided 100% interest in the Property free and clear of all Encumbrances save and except for the NSR Royalty (the "**Option**"). In order to exercise the Option, Synergy must complete the following requirements (the "**Option Exercise Requirements**"):

(a) make aggregate cash payments of $99,000 as follows:

(i) $27,000 to Optionor on or before December 23, 2023;

(ii) $21,000 to Optionor on or before December 31, 2023; and

(iii) $51,000 to Optionor on or before December 31, 2024

(b) make aggregate share payments totaling $129,000 calculated at the price of the average VWAP of the 10 trading days prior to the issuance date, distributed equally between the Optionor and each of the two designees as follows:

(i) $36,000 of Synergy shares on or before December 31, 2023; and

(ii) $93,000 of Synergy shares on or before December 31, 2024;*NOTE: the Optionor reserves the right to make these shares payments in cash, at their election.

Synergy, the Optionor and the Designees shall exchange the above $129,000 of shares for $129,000 of cash, so long as the Transfer of Title as outlined in Section 2.7 is fulfilled, on or before December 31, 2025. In order to provide the possibility of earlier payment, Synergy may assign its rights and obligations of this repurchase to Element79 Gold Corp. or another designated party such as a third party investor.

(c) execute and deliver to the Optionor on the Closing Date, the NSR Royalty granting the Optionor a 0.5% net smelter return royalty on the Property, subject to the right of Synergy to re- purchase 100% of the NSR Royalty for total consideration of $525,000 at any time.

2.2 Resale Restrictions and Escrow/Pooling Requirements

Optionor acknowledges that:

(a) Synergy's ability to issue Synergy Shares pursuant to this Agreement is subject to applicable securities laws and the rules and policies of the Exchange, and that the Synergy Shares issued pursuant to this Agreement will be subject to resale restrictions imposed by the applicable securities laws and the rules of the Exchange, which rules require that a restrictive legend be placed on share certificates delivered under this Agreement, and Optionor covenants and agrees with Synergy to abide by all such resale restrictions; and

(b) in the context of a Going Public Transaction, Synergy's ability to issue Synergy Shares pursuant to this Agreement may be subject to the Synergy Shares issuable hereunder being subject to escrow or pooling agreements pursuant to applicable securities laws or the rules of the Exchange, and Optionor covenants and agrees to (and will cause Designees to) sign any such escrow or pooling agreement and abide by any such restrictions.

2.3 Fundamental Changes

In the event of the issue of Synergy Shares pursuant to this Agreement after the occurrence of one or more events involving the capital reorganization, reclassification, subdivision or consolidation of the Synergy Shares, or the merger, amalgamation or other corporate combination of the Synergy with one or more other entities, or of any other events in which new securities of any nature are delivered in exchange for the issued Synergy Shares and such issued Synergy Shares are cancelled (a "**Fundamental Change**"), in lieu of issuing the Synergy Shares which, but for such Fundamental Change and this provision, would have been issued, Synergy or its successor will issue instead such number of new securities as would have been delivered as a result of the Fundamental Change in exchange for those Synergy Shares which Optionor would have been entitled to receive if such issue had occurred prior to the Fundamental Change.

2.4 Deemed Exercise of the Option

Synergy will be deemed to have exercised the Option and to have acquired an undivided 100% legal and beneficial interest in the Property free and clear of all Encumbrances save for the NSR Royalty, upon it having completed the Option Exercise Requirements on or before the dates contemplated under Section 2.1.

2.5 Option Only

This Agreement is for an option only and, for greater certainty, the payments and actions contemplated under Section 2.1 above will not be construed as obligating Synergy to do any acts, issue any Synergy Shares, or make any payments hereunder, and any act, issuance, expenditure or payment as will be made hereunder will not be construed as obligating Synergy to do any further act or make any further issuance, expenditure or payment.

2.6 Termination before Deemed Exercise of the Option

If the Option is terminated prior to it being exercised then:

(a) any cash payments made and any Synergy Shares issued by Synergy under this Agreement will be retained by Optionor or Designees, as applicable, and Synergy will have no interest in the Property; and

(b) no party will have any further obligation to the other hereunder, except those obligations which are expressly made to survive termination of this Agreement in accordance with Section 6.2(d).

2.7 Transfer of Title

Upon the deemed exercise of the Option, Optionor will take such steps as will be necessary (including delivering duly executed transfer documents), and in a timely manner, to effect transfer from Optionor to Synergy of registered title to the Property, subject to its obligations under this Agreement. Transfer of registered title to the Property pursuant to this section 2.7 will be at Synergy's sole cost and expense.

2.8 No Construction Before Transfer of Title

Synergy will not commence or undertake any construction of facilities or infrastructure required to bring a mine on the Property or any part thereof to production until the earlier of (i) the date transfer of registered title to the Property to Synergy has been completed and (ii) 30 days following the date of the deemed exercise of the Option. For greater certainty, this paragraph will not restrict construction of facilities or infrastructure for the purpose of facilitating exploration and development activities notwithstanding that such facilities or infrastructure may also be required or utilized in the event a mine is brought into production on the Property.

2.9 Area of Interest

If at any time during the term of this Agreement, Optionor or an affiliate of Optionor acquires, directly or indirectly, any interest in any property which is all or partly within one (1) kilometer of the outermost boundary of the Property (the "**AOI Property**"), then Optionor or its affiliate, as applicable, must disclose the acquisition (including all costs and information it has relating to the AOI Property) promptly to Synergy, and Synergy may, by notice to Optionor or its affiliate, as applicable, within 30 days of receipt of notice of the acquisition, elect to include the AOI Property within the Property.

If Synergy elects to include the AOI Property as part of the Property in accordance with this Section 2.9, then the acquisition costs of the AOI Property will, upon verification by Synergy, be reimbursed to Optionor, and such AOI Property will be included as part of the Property without the payment of any additional consideration by Synergy.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations, Warranties and Covenants of Optionor

Optionor represents, warrants, and covenants to, and with, Synergy that:

(a) it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to herein or contemplated hereby and to consummate the transactions contemplated hereby;

(b) neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, 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 it is a party;

(c) the execution and delivery of this Agreement and the agreements referred to herein or contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable to it or its constating documents;

(d) all authorizations have been obtained for the execution of this Agreement and for the performance of its obligations hereunder;

(e) this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms;

(f) Optionor is the sole recorded and beneficial owner of a 100% undivided interest in and to the Property;

(g) to the best of its knowledge, Optionor possesses and has good title to the Mineral Rights, free and clear of all Encumbrances or other claims whatsoever and, without limiting the generality of the foregoing, other than this Agreement, it is not aware of any agreements or options to grant or convey any interest or rights in the Property or to pay any royalties with respect to the Property in force as of the date hereof, other than the NSR Royalty;

(h) none of the Mineral Rights comprised in the Property are subject to any area of common interest or similar obligation to or with a third person;

(i) the Property is properly and accurately described in Schedule B;

(j) to the best of its knowledge, the Mineral Rights are properly and accurately described in Schedule A and have been duly and validly recorded pursuant to all applicable laws and regulations and are in good standing;

(k) it has provided Synergy or its representatives access to all information in its possession and control relating to the Property, whether in tangible or electronic form, including all maps, assays, surveys, drill logs, samples and metallurgical, geological, geophysical, geochemical and engineering data in respect thereof;

(l) to the best of its knowledge, there are no adverse claims, challenges, suits, actions, prosecutions, investigations or proceedings filed or pending or threatened against the Property or Optionor's ownership of or rights or title to the Property or any portion thereof;

(m) it has not had notice of and has no knowledge of any proposal to terminate or vary the terms of or rights attaching to the Mineral Rights or any portion thereof from any governmental authority;

(n) all taxes, assessments, levies, filings in relation to assessment work on the Property or other payments relating to the Mineral Rights and required to be made on or before the date hereof have been made;

(o) to the best of its knowledge, there are no claims under an Environmental Law in respect of the Property, nor to the best of its knowledge have any activities of it or on its behalf been in material violation of any applicable Environmental Law, regulations or regulatory prohibition or order, and conditions on and relating to the Property are in compliance with such Environmental Law, regulations, prohibitions and orders in all material respects; and

(p) to the best of its knowledge, (i) there are no pending or ongoing actions taken against Optionor by or on behalf of any aboriginal councils, groups or individuals pursuant to the assertion of any land claims or rights with respect to the Property; (ii) Optionor has not entered into any impact and benefits agreements, memorandums of understanding, other agreements of the same nature or any other contracts with any aboriginal individuals, groups or councils in relation to the Property and none have been proposed; and (iii) no aboriginal councils, groups or individuals or other stakeholders have informed Optionor that they oppose the exploration of the Property or the development of a mining project thereon.

3.2 Representations, Warranties and Covenants of Synergy

Synergy represents, warrants and covenants to and with Optionor that, as of the Effective Date:

(a) Synergy is a company duly organized, validly existing and in good standing under the laws of the Province of British Columbia;

(b) Synergy has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement and to consummate the transactions contemplated hereby;

(c) neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, 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 it is a party;

(d) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable to it or of its constating documents;

(e) all corporate authorizations have been obtained for the execution of this Agreement and for the performance of its obligations hereunder;

(f) this Agreement constitutes a legal, valid and binding obligation of Synergy enforceable against it in accordance with its terms;

(g) no approval, authorization, consent or order of, and no filing, registration or recording with, any governmental authority is required of Synergy in connection with the execution and delivery or with the performance by Synergy of this Agreement;

(h) as of the Effective Date, Synergy is not a reporting issuer;

(i) the authorized capital of Synergy consists of an unlimited number of common shares without par value;

(j) no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of Synergy or any other security convertible into or exchangeable for any such shares, or to require Synergy to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital;

(k) Synergy has filed all federal, provincial, local and foreign tax returns which are required to be filed, or has requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for such assessments, fines and penalties which are currently being contested in good faith;

(l) Synergy has established on its books and records, as may be applicable, reserves which are adequate for the payment of all material taxes not yet due and payable prior to the date hereof and there are no liens for taxes on the assets of Synergy, and there are no audits of any of the tax returns of Synergy and none are known by Synergy's management to be pending, and there are no claims which have been asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of Synergy;

(m) any and all operations of Synergy have been conducted in accordance with good industry practices and in material compliance with applicable laws, rules, regulations, orders and directions of government and other competent authorities;

(n) the financial statements of Synergy provided to Optionor: (i) were reported in accordance with International Financial Reporting Standards applied on a basis consistent with that of

the periods involved; and (ii) presented fairly the consolidated financial position of Synergy as of the respective dates thereof and the results of operations of Synergy for the periods covered thereby and accurately reflect all material liabilities (accrued, absolute, contingent or otherwise) of Synergy for the periods covered thereby and no adverse material changes in the financial position of Synergy have taken place since March 16, 2020; and

(o) when issued, the Synergy Shares issuable hereunder will be duly and validly authorized, allotted and issued as fully paid and non-assessable shares in the capital of Synergy, and Optionor and Designees will be the registered holder of and will hold legal title to the Synergy Shares issued to it hereunder, free and clear of all pre-emptive rights, mortgages, liens, charges, security interests, adverse claims, pledges and demands whatsoever arising by reason of the acts or omissions of Synergy, except as imposed by the *Business Corporations Act* (British Columbia) or applicable laws or regulations.

ARTICLE 4
COVENANTS

4.1 Operations

During the Option Period, Synergy will act as exclusive operator of the Property and shall have the exclusive working right to enter on, have exclusive and quiet possession thereof and conduct exploration, prospecting, development and any other operations on the Property as it may in its sole discretion decide, subject to such activities being conducted in a sound and workmanlike manner in accordance with sound mining and engineering practices. During the Option Period, Synergy will maintain adequate insurance coverage in accordance with normal industry standards and practice, and will provide reasonable satisfactory evidence of such insurance at the request of Optionor.

4.2 Covenants of Synergy

During the Option Period, Synergy will:

(a) maintain the Property in good standing and pay all costs in respect thereof;

(b) comply with all applicable laws, permits and licences with respect to activities on the Property and post such reclamation bonds or deposits in respect of its work on the Property as may be required by any applicable authority or rights holder;

(c) keep Optionor reasonably informed as to the activities with respect to the Property; and

(d) upon reasonable notice, permit directors, officers, employees and designated consultants of Optionor, at their own risk and cost, access to the Property, subject always to Section 7.1.

(e) Maintain a credit in reserve which is the equivalent of one (1) year of work banked as per stated in Schedule C, which allows the Optionor and NSR one (1) additional years work credit to exercise as required by the Optionor.

4.3 Covenants of Optionor

During the Option Period, Optionor will:

(a) cooperate with Synergy in its efforts to record the bills of sale, transfers and other documentation above with the appropriate governmental agency to effect a transfer of the recorded ownership of the Property in accordance with Section 2.7 above;

(b) cooperate with Synergy in its efforts to obtain required permits and maintain the Property in good standing;

(c) promptly deliver to Synergy any notice, demand or other material communication it receives relating to the Property; and

(d) take any action or refrain from any action, as the case may be, as may be required in furtherance of or in support of the terms of this Agreement.

ARTICLE 5
CLOSING DELIVERABLES

5.1 Closing Deliverables of Synergy

Within 120 days of the Closing Date, Synergy will deliver or cause to be delivered to Optionor:

(a) evidence of issuance of Synergy Shares in accordance with Section 2.1(b); and

5.2 Closing Deliverables of Optionor

Optionor will deliver or cause to be delivered to Synergy:

(a) upon receipt of each cash payment under Section 2.1, written acknowledgement of receipt of such cash payment, duly executed by Optionor;

(b) no later than three (3) days before the Closing Date, a direction in writing, duly executed by Optionor and addressed to Synergy, to issue Synergy Shares to Designees in accordance with 2.1(b); and

(c) in the Closing Date, a duly executed certificate of Optionor certifying that: (i) the representations and warranties of Optionor set forth in this Agreement are true and correct as of the Closing Date in all material respects, except as affected by the transactions contemplated by this Agreement; and (ii) all of the terms, covenants and conditions of this Agreement to be complied with or performed by Optionor at or before the Closing Date have been complied with or performed.

ARTICLE 6
TERMINATION; INDEMNITY

6.1 Termination

This Agreement will terminate:

(a) upon the mutual written agreement of Optionor and Synergy; or

(b) during the Option Period, upon the delivery of written notice by Synergy, provided that at the time of delivery of such written notice, unless there has been a material breach of a representation or warranty given by Optionor which has not been cured, the Property is in good-standing and there has been sufficient work completed and reports filed in respect of the Property to maintain it in good-standing for a period of nine months after delivery of the notice; or

(c) during the Option Period, by the Optionor if Synergy shall be in default in satisfying any of the Option Exercise Requirements by the times required under Section 2.1, unless such default is due to a breach by Optionor of Section 2.2 and provided that written notice of

such default has been delivered to Synergy and such default has not been cured within 30 days from the date of receipt of such notice.

6.2 Indemnity and Survival of Representations

(a) The representations and warranties set out herein are conditions on which the parties have relied in entering into this Agreement and will survive the exercise of the Option until the second anniversary of the Effective Date. Each of Synergy and Optionor will indemnify and save the other harmless from and against any and all claims, judgments, liabilities, loss, cost, expense or damage, of any kind or nature whatsoever (including legal costs on a solicitor and his own client basis), arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by it and contained in this Agreement.

(b) Synergy will indemnify and save Optionor harmless from and against any and all claims, judgments, liabilities, losses, costs, expenses or damages, of any kind or nature whatsoever (including legal costs on a solicitor and his own client basis), that Optionor suffers or incurs that arise from or relate to acts, omissions, events or circumstances in respect of the Property or this Option Agreement, including claims for breach of Environmental Laws, in each case occurring on or after the Effective Date.

(c) Optionor will indemnify and save harmless Synergy from and against any and all claims, judgments, liabilities, losses, costs, expenses or damages, of any kind or nature whatsoever (including legal costs on a solicitor and his own client basis), that Synergy suffers or incurs as a result of any injury (including injury causing death) to any director, officer, employee or designated consultant of Optionor while on the Property.

(d) The provisions of Section 6.2 will survive termination of this Agreement, exercise of the Option and the transfer of beneficial title to the Property to Synergy.

ARTICLE 7
MISCELLANEOUS

7.1 Confidentiality

The parties will hold in confidence all data and information obtained in respect of the Property or otherwise in connection with this Agreement except to the extent: (i) such data and information is or becomes generally available to the public (other than as a result of a disclosure by a party or its representatives in breach of this Agreement); (ii) such data and information is derived solely from Synergy's activities in respect of the Property in which case it may be disclosed by Synergy; or (iii) such data or information is required to be disclosed by law or by the rules and regulations of any regulatory authority or stock exchange having jurisdiction. The foregoing restriction will not apply to disclosure of data or information by a party under the terms of a confidentiality agreement with an institutional lender or a third party in connection with a potential sale of all or an interest in the Property, sale, or purchase securities of Synergy.

7.2 Assignment

(a) During the Option Period, neither party may sell, transfer, assign, mortgage, pledge or otherwise encumber its interest in this Agreement or any interest it creates in the Property without the prior written consent of the other party, such consent not to be unreasonably withheld.

(b) During the Option Period, Optionor may not directly or indirectly sell, transfer, assign, mortgage, pledge or otherwise encumber its interest in the Property.

(c) Either party will be permitted (without obtaining the prior written consent of the other party but after providing not less than 5 Business Days' notice) to assign this Agreement to an "affiliate" or "associate" as those terms are defined in the *Business Corporations Act* (British Columbia),

(d) It will be a condition of any transfer or assignment pursuant to this section 7.2, hat: the assignee will agree in writing to be bound by the terms of this Agreement applicable to the assignor.

7.3 Notice

Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by the delivery of the same or by mailing the same by prepaid registered or certified mail or by sending the same by facsimile, e-mail, or other similar form of communication, in each case addressed as follows:

(a) If to Optionor at:

Address: [redacted]
Attention: Jean Marc Gaudreau
Telephone No.: [redacted]
Email: [redacted]

(b) If to Synergy at:

Address: Suite 1100, 1111 Melville Street
Vancouver, British Columbia
Canada V6E 3V6
Attention: CEO & Chairman
E-mail: info@synergymetalscorp.com

Any notice, direction or other instrument will (i) if delivered by hand, be deemed to have been given and received on the day it was delivered; and (ii) if sent by facsimile or e-mail be deemed to have been given and received on the Business Day following the day it was so sent.

7.4 Further Assurances

Each of the parties to this Agreement will from time to time and at all times do all such further acts and execute and deliver all further deeds and documents as will be reasonably required in order fully to perform and carry out the true meaning and intent of this Agreement.

7.5 Entire Agreement

The parties hereto acknowledge that they have expressed herein (including in the Schedules hereto) the entire understanding and obligation of this Agreement and it is expressly understood and agreed that no implied covenant, condition, term or reservation, will be read into this Agreement relating to or concerning any matter or operation provided for herein. This Agreement supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties hereto relating to the subject matter hereof.

7.6 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The parties hereto hereby irrevocably attorn to the jurisdiction of the Courts of British Columbia.

7.7 Dispute Resolution

Any disputes under this Agreement will be resolved through arbitration which will take place in Vancouver, British Columbia pursuant to the *Commercial Arbitration Act* (British Columbia).

7.8 Enurement

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

7.9 Severability

The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision or part of this Agreement, and the parties hereby undertake to renegotiate in good faith any such invalid or unenforceable provision, with a view to concluding valid and enforceable arrangements as nearly as possible the same as those contained in this Agreement.

7.10 Waiver

Failure by any party to this Agreement to insist in any instance upon the strict performance of any obligation contained herein will not be construed as a waiver or relinquishment of such obligation. No waiver by any party to this Agreement of any such obligation will be deemed to have been made unless expressed in writing and signed by the waiving party.

7.11 Amendments

No term or provision of this Agreement may be amended except by an instrument in writing signed by all of the parties to this Agreement.

7.12 Time of Essence

Time will be of the essence in the performance of this Agreement.

7.13 Force Majeure

No party will be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its control (except those caused by its own lack of funds) including acts of God, fire, flood, explosion, strikes, lockouts or other industrial disturbances, laws, rules and regulations or orders of any duly constituted governmental authority, government intervention with operations, war or protests, demonstrations or other events causing work stoppages by environmental lobbyists, non-governmental organizations or aboriginal or other local community groups (each an "**Intervening Event**"). All time limits imposed by this Agreement will be extended by a period equivalent to the period of delay resulting from an Intervening Event. A party relying on the provisions of this section will take all reasonable steps to eliminate an Intervening Event and, if possible, will perform its obligations under this Agreement as far as practical, but nothing herein will require such party to settle or adjust any labour dispute or to question or to test the validity of any law, rule, regulation or order of any duly constituted governmental authority or to complete its obligations under this Agreement if an Intervening Event renders completion impossible. Notwithstanding the foregoing, the period of the extensions, collectively, due to work stoppages by environmental lobbyists, non-governmental organizations or aboriginal or other local community groups will not exceed eighteen months in aggregate before exercise of the Option.

7.14 Counterparts

This Agreement may be executed in several counterparts (including by PDF), each of which when so executed will be deemed to be an original and will have the same force and effect as an original and such counterparts together will constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement effective as of the 22nd day of August, 2023.

"*Jean Marc Gaudreau"*
JEAN MARC GAUDREAU

SYNERGY METALS CORP.

Per: *"James Tworek"*
Authorized Signatory

SCHEDULE A
MINERAL RIGHTS

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	% of Cell	Due Date	Amount
104408	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
104409	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
105070	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
105203	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
111863	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
119686	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
119687	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
119688	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	50	2024-02-25	$200
124317	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
127513	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	50	2024-02-25	$200
136601	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
139577	Claim	Active	2018-04-10	2024-06-21	(408864) JEAN GAUDREAU	50	2024-06-21	$200
141782	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
141783	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
145001	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	50	2024-02-25	$200
145002	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
145291	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
145292	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	50	2024-02-25	$200
145542	Claim	Active	2018-04-10	2024-06-21	(408864) JEAN GAUDREAU	100	2024-06-21	$400
151858	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
151966	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
151967	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
157007	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
157008	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
163084	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
163085	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
169132	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
169133	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
174098	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$200
174116	Claim	Active	2018-04-10	2024-06-21	(408864) JEAN GAUDREAU	100	2024-06-21	$200
176466	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$200
180652	Claim	Active	2018-04-10	2024-06-21	(408864) JEAN GAUDREAU	50	2024-06-21	$200
182579	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	% of Cell	Due Date	Amount
191533	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	50	2024-02-25	$200
191534	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
192480	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
203674	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
203690	Claim	Active	2018-04-10	2024-06-21	(408864) JEAN GAUDREAU	50	2024-06-21	$200
203691	Claim	Active	2018-04-10	2024-06-21	(408864) JEAN GAUDREAU	100	2024-06-21	$200
210317	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
216107	Claim	Active	2018-04-10	2024-06-21	(408864) JEAN GAUDREAU	50	2024-06-21	$200
217278	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
217279	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	50	2024-02-25	$200
217930	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
222393	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
222394	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
230721	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$200
237354	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
238005	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
238006	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
240229	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
240230	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
240241	Claim	Active	2018-04-10	2024-06-21	(408864) JEAN GAUDREAU	50	2024-06-21	$200
240256	Claim	Active	2018-04-10	2024-06-21	(408864) JEAN GAUDREAU	100	2024-06-21	$400
242546	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
248209	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
248549	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
248550	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$200
254208	Claim	Active	2018-04-10	2024-06-21	(408864) JEAN GAUDREAU	50	2024-06-21	$200
260013	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
263824	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
270559	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
277607	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$200
278390	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
278391	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
283902	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
287358	Claim	Active	2018-04-10	2024-06-21	(408864) JEAN GAUDREAU	100	2024-06-21	$400
291824	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
292496	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	50	2024-02-25	$200

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	% of Cell	Due Date	Amount
292497	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
292498	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
296469	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
296470	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
300482	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
306766	Claim	Active	2018-04-10	2024-06-21	(408864) JEAN GAUDREAU	100	2024-06-21	$400
314266	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
314284	Claim	Active	2018-04-10	2024-06-21	(408864) JEAN GAUDREAU	100	2024-06-21	$400
314577	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	50	2024-02-25	$200
314578	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
317814	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
330523	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
331869	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
337501	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
341671	Claim	Active	2018-04-10	2024-06-21	(408864) JEAN GAUDREAU	100	2024-06-21	$400
343539	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$200
343540	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
343541	Claim	Active	2018-04-10	2024-02-25	(408864) JEAN GAUDREAU	100	2024-02-25	$400
548646	Claim	Active	2019-04-16	2024-04-16	(408864) JEAN GAUDREAU	100	2024-04-16	$400
548647	Claim	Active	2019-04-16	2024-04-16	(408864) JEAN GAUDREAU	100	2024-04-16	$400
548648	Claim	Active	2019-04-16	2024-04-16	(408864) JEAN GAUDREAU	100	2024-04-16	$400
681404	Claim	Active	2021-10-14	2023-10-14	(408864) JEAN GAUDREAU	100	2023-10-14	$400
681405	Claim	Active	2021-10-14	2023-10-14	(408864) JEAN GAUDREAU	100	2023-10-14	$400
681406	Claim	Active	2021-10-14	2023-10-14	(408864) JEAN GAUDREAU	100	2023-10-14	$400
681407	Claim	Active	2021-10-14	2023-10-14	(408864) JEAN GAUDREAU	100	2023-10-14	$400
681408	Claim	Active	2021-10-14	2023-10-14	(408864) JEAN GAUDREAU	100	2023-10-14	$400
681409	Claim	Active	2021-10-14	2023-10-14	(408864) JEAN GAUDREAU	100	2023-10-14	$400
681410	Claim	Active	2021-10-14	2023-10-14	(408864) JEAN GAUDREAU	100	2023-10-14	$400
681411	Claim	Active	2021-10-14	2023-10-14	(408864) JEAN GAUDREAU	100	2023-10-14	$400
681412	Claim	Active	2021-10-14	2023-10-14	(408864) JEAN GAUDREAU	100	2023-10-14	$400
681413	Claim	Active	2021-10-14	2023-10-14	(408864) JEAN GAUDREAU	100	2023-10-14	$400
681414	Claim	Active	2021-10-14	2023-10-14	(408864) JEAN GAUDREAU	100	2023-10-14	$400
681415	Claim	Active	2021-10-14	2023-10-14	(408864) JEAN GAUDREAU	100	2023-10-14	$400
681416	Claim	Active	2021-10-14	2023-10-14	(408864) JEAN GAUDREAU	100	2023-10-14	$400
681417	Claim	Active	2021-10-14	2023-10-14	(408864) JEAN GAUDREAU	100	2023-10-14	$400
681418	Claim	Active	2021-10-14	2023-10-14	(408864) JEAN GAUDREAU	100	2023-10-14	$400

SCHEDULE B
MAP OF THE PROPERTY




DALE PROPERTY 2023 (87 claims @ $400 + 18 claims @$200 = 105 total claims) 1,920.31 hectors
2,235.25 m
4,631.56 m
4,043.18 m
4,486.92 m
Area: 1,920.31 ha
Perimeter: 19,562.25 m
0
1.23 km
Projection: Web Mercator

SCHEDULE C
NET SMELTER RETURN ROYALTY AGREEMENT

NET SMELTER RETURNS ROYALTY AGREEMENT

THIS ROYALTY AGREEMENT dated as of the 22nd Day of August 2023 BETWEEN:

SYNERGY METALS CORP. (**Synergy**), a British Columbia corporation having an address at Suite 1100, 1111 Melville Street, Vancouver BC V6E 3V6

("**Payor**")

AND:

JEAN MARC GAUDREAU, having an address at [redacted]

(the "**Recipient(s)**")

WHEREAS Payor has this day acquired from the Recipient, and is the registered and beneficial owner of, the mineral titles set out in Appendix A to this Royalty Agreement, pursuant to the terms of an option agreement between the Payor and the Recipient dated as of April 7th, 2020 (the "**Option Agreement**");

AND WHEREAS the Option Agreement provides that the Payor shall pay to the Recipient a net smelter returns royalty on all minerals mined, produced or otherwise recovered from the Property;

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the Parties), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Royalty Agreement, unless otherwise provided:

(a) "**Additional Property**" means all mineral claims, leases or other rights that the Payor or its Affiliates may, at any time and from time to time, hereinafter acquire or hold, in whole or in part, within the Area of Interest;

(b) "**Affiliate**" means, in respect of any person, any other person which, directly or indirectly, Controls, is Controlled by, or is under common Control with such person;

(c) "**Allowable Deductions**" means all costs, charges and expenses paid, incurred, or deemed incurred by the Payor for or with respect to Products including:

(i) charges for treatment in the smelting, refining and other beneficiation processes (including handling, provisional settlement fees, weighing, sampling, assaying, umpire and representation costs, penalties, and other processor deductions), but excluding costs of mining, milling, leaching, concentrating, producing date or other similar processing costs,

(ii) actual costs of transportation (including loading, freight, insurance, security, surveyor fee, transaction taxes, handling, port fees, demurrage, delay, and forwarding expenses incurred by reason of or in the course of transportation) of Products from the Property to the place of treatment and then to the place of sale,

(iii) costs or charges for or in connection with insurance, storage, or representation at a smelter or refinery for Products or refined metals, and

(iv) actual selling, marketing and brokerage costs on all Products for which the Royalty is based on proceeds actually received by the Payor, provided such costs are reasonable,

provided that whether Products are processed on or off the Property in a facility wholly or partially owned by the Payor or an Affiliate of the Payor, Allowable Deductions will not include any costs that are in excess of those that would be incurred on an arm's length basis at market terms, or which would not be Allowable Deductions if those Products were processed by an independent third Person;

(d) "**Area of Interest**" means the area wholly or partly within 1 kilometers from the circumambient boundaries of the Property, provided that if there is any Additional Property that has been staked or otherwise acquired by Payor or its Affiliates, then that Additional Property will not be included in the Property for purposes of determining the Area of Interest;

(e) "**Business Day**" means any day, other than a Saturday, Sunday or any other day that is a statutory holiday in British Columbia or Quebec;

(f) "**Commercial Production**" means, and is deemed to have been achieved, when the concentrator processing ores, for other than testing purposes, has operated for a period of 45 consecutive production days at an average rate of not less than 70% of design capacity or, if a concentrator is not erected on the Property, when ores have been produced for a period of 45 consecutive production days at the rate of not less than 70% of the mining rate specified in a study and mine plan recommending placing the Property in production;

(g) "**Control**" means:

(i) when applied to the relationship between a Person and a corporation, the beneficial ownership by such Person at the relevant time of shares of such corporation carrying more than 50% of the voting rights ordinarily exercisable at meetings of shareholders of such corporation or carrying sufficient rights to elect a majority of the directors of such corporation, or the ability of such Person to otherwise elect or appoint a majority of the directors of such corporation or influence their voting through any contract, understanding or other arrangement; and

(ii) when applied to the relationship between a Person and a partnership, joint venture or other Person, the beneficial ownership by such Person at the relevant time of more than 50% of the ownership interests of the partnership, joint venture or other Person in circumstances where it can reasonably be expected that such Person has the ability to direct the affairs of such partnership, joint venture or other Person;

and the words "**Controlled by**", "**Controlling**" and similar words have corresponding meanings; provided that a Person (the "**first-mentioned person**") who Controls a corporation, partnership, joint venture or other Person (the "**second-mentioned person**") shall be deemed to Control: (i) any corporation, partnership, joint venture or other Person (the "**third-mentioned person**") which is Controlled by the second-mentioned Person, (ii) any corporation, partnership, joint venture or other person which is Controlled by the third-mentioned Person, and (iii) so on;

(h) "**Encumbrance**" means any encumbrance of any kind whatever (registered or unregistered) and includes a security interest, mortgage, lien, hypothec, pledge, hypothecation, assignment, charge, security under Section 426 or Section 427 of the *Bank Act* (Canada), trust or deemed trust (whether contractual, statutory or otherwise arising), any easement, restrictive covenant, limitation, agreement, reservation, right of way, restriction, encroachment or burden or any other right or claim of others of any kind whatever affecting the Property, or the use thereof and any rights or privileges capable of becoming any of the foregoing;

(i) "**Governmental Entity**" means (a) any multinational, federal, provincial, state, regional, municipal, local, or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, (b) any subdivision, agent, commission, board or authority of any of the foregoing, (c) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (d) any stock exchange;

(j) "**Gross Proceeds**" means actual gross proceeds received by the Payor from the Sale of Products from the Property, whether processed on or off of the Property;

(k) "**Law**" or "**Laws**" means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority (including, where applicable the any applicable stock exchange), and the term "applicable" with respect to such laws and in a context that refers to one or more persons, means such laws as are applicable to such person or its business, undertaking, property or securities and emanate from a person having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

(l) "**Loss**" means an insurable loss of or damage to Products, whether or not occurring on or off the Property and whether the Products are in the possession of the Payor or otherwise;

(m) "**Materials**" has the meaning provided in Section 4.4 of this Royalty Agreement;

(n) "**Metal**" means any metallic element in whatever form and however contained, including vanadium, titanium, iron, copper, zinc, nickel, lead, cobalt, iridium and uranium;

(o) "**Net Smelter Returns**" means:

(i) Gross Proceeds less Allowable Deductions; or

(ii) if there is a Loss of Products, the sum of the insurance proceeds in respect of such Loss;

(p) "**Notice**" has the meaning provided in Section 7.5 of this Royalty Agreement;

(q) "**Option Agreement**" has the meaning provided in the Recitals to this Royalty Agreement;

(r) "**Parties**" means the parties to this Royalty Agreement and "**Party**" means any one of them;

(s) "**Payor**" shall refer to the Payor and its successors in interest,;

(t) "**Person**" means an individual, a partnership, a corporation, a Governmental Entity, a trustee, any unincorporated organization and the heirs, executors, administrators or other legal representatives of an individual and words importing "**Person**" have similar meaning;

(u) "**Prime Rate**" for any day means the rate of interest expressed as a rate per annum that The Toronto Dominion Bank publishes at its head office in Toronto as the reference rate of interest that it will charge on that day for Canadian dollar demand loans to its customers in Canada and which it at present refers to as "**TD Prime Rate**";

(v) "**Products**" means all Metal that is produced or extracted for use or commercial sale by or on behalf of the Payor from the Property;

(w) "**Property**" means the mineral claims set out in Appendix A to this Royalty Agreement, together with any and all mineral rights, surface rights, leases, licences, permits or other rights or forms of tenure (including, but not limited to, unpatented claims, licences of occupation, patented freehold claims and patented leasehold claims) resulting from present or future renewals, extensions, modifications, substitutions, amalgamations, successions, severances, conversions, demise to lease, renaming or variation of any of those mineral claims or additional acquired interests that derive directly from those mineral claims or additional acquired interests (whether granting or conferring the same, similar or any greater rights and whether extending over the same or a greater or lesser domain) and will automatically include any Additional Property except for purposes of determining the Area of Interest as set out in Section 1.1(d);

(x) "**Quarter**" and "**Quarterly**" mean the period commencing on the date after commencement of Commercial Production that the Payor first receives payment for the Sale of Product or the out-turn of refined metals by a refinery to the Payor's pool account in respect of Products and expiring on the day preceding the next occurring 1st day of January, April, July or October and thereafter each successive period of three (3) calendar months;

(y) "**Recipient**" shall refer to the Recipient, its Affiliates or successors in interest, including without limitation any assignees;

(z) "**Royalty**" means the royalty interest in the minerals within, upon or under the Property, calculated as 0.5% of the Net Smelter Returns;

(aa) "**Royalty Agreement**" means this Net Smelter Returns Royalty Agreement, including the appendices thereto;

(bb) "**Sale**" or "**Sold**" means:

(i) a sale or transfer of title to Products by the Payor to a buyer (and includes a transfer or deemed transfer of title to Products transported off the Property that Payor elects to have credited to or held for its account by a smelter, refiner or broker), or

(ii) any Loss prior to any transfer or deemed transfer of title to Products;

(cc) "**Trading Activities**" has the meaning provided in Section 3.6 of this Royalty Agreement.

1.2 Appendices

1.2.1. Appendix A, which is attached to this Royalty Agreement, is incorporated into and forms part of this Royalty Agreement.

1.3 Severability

1.3.1. If any one or more of the provisions contained in this Royalty Agreement is held to be invalid, illegal or unenforceable in any respect under the Law of any jurisdiction, the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby under the Law of any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

1.4 Performance on Holidays

1.4.1. If any action is required to be taken pursuant to this Royalty Agreement on or by a specified date which is not a Business Day, then such action will be valid if taken on or by the next Business Day.

1.5 Currency

1.5.1. Unless otherwise indicated, all references to currency herein, including "$" are to lawful money of Canada.

1.6 Headings

1.6.1. The headings to the articles and sections of this Royalty Agreement are inserted for convenience only and will not affect the construction hereof.

ARTICLE 2
.NET SMELTER RETURNS ROYALTY

2.1 Net Smelter Returns Royalty

2.1.1. Subject to Section 2.1.2, the Payor hereby acknowledges that the Recipient has reserved to itself from the sale of the Property to the Payor pursuant to the Option Agreement a royalty interest in all minerals within, upon or under the Property, at the rate of 0.5% of the Net Smelter Returns. The Payor hereby covenants and agrees to pay to the Recipient, the Royalty on all Product Sold or otherwise disposed of on and subject to the terms of this Royalty Agreement.

2.1.2. The Payor has the right to repurchase, at any time 0.5% of the Royalty for $525,000 payable to the Recipient in immediately available funds.

2.2 Interest in the Property

2.2.1. The Parties intend that the Royalty, to the extent permissible under applicable Law, constitutes an interest in the Property and agree that:

(a) the Royalty will run with the title to the Property, and any disposition or transfer of the Property, or any interest therein, shall be subject to the Royalty;

(b) the Payor will, from time to time, upon request by the Recipient, sign and deliver to the Recipient, and the Recipient may register or otherwise record against the Property, this Royalty Agreement, a mortgage or other security agreement, and any other similar document or documents as the Recipient may reasonably request that will have the effect of giving notice of the existence of the Royalty to third Persons, protecting the Recipient's right to receive the Royalty, and securing

payment of the Royalty and the covenants and obligations of the Payor under this Royalty Agreement; and

(c) if any Additional Property is acquired, the Payor agrees to execute and deliver such document or documents as the Recipient may reasonably request to acknowledge that the Royalty is applicable thereto including, without limitation, any registration or recording document of the nature contemplated in Section 2.2.1(b).

2.3 Term

2.3.1. The Royalty shall exist in perpetuity. If any right, power or interest of either Party under this Royalty Agreement would violate the rule against perpetuities or equivalent rule under applicable Law, then such right, power or interest shall terminate at the expiration of twenty (20) years after the death of the last survivor of all the lineal descendants of Her Majesty, Queen Elizabeth II of England, living on the date of this Royalty Agreement.

ARTICLE 3
PAYMENT

3.1 Commencement of Mining and Accrual of Payment Obligation

3.1.1. The Payor must give fifteen (15) Business Days' written Notice to the Recipient prior to the commencement of Commercial Production on or within the Property.

3.1.2. Following the Payor's first receipt of payment for a Sale of Products from the Property, the Payor must calculate and pay, at the end of each Quarter, the Royalty for such Quarter in accordance with the provisions of this Article 3 of this Royalty Agreement.

3.1.3. The Recipient shall have no right to receive, and the Payor shall have no right to make, Royalty payments by delivery of Product in kind.

3.1.4. At the time each Royalty payment is paid to the Recipient, the Payor shall prepare and deliver to the Recipient a statement setting out in reasonable detail the manner in which such Royalty payment was calculated, including: (i) the quantities of Product Sold with respect to such period; (ii) the calculation of the applicable Royalty; and (iii) in the event of any commingling, a summary of the determination by the Payor of the quantity of Product subject to the Royalty.

3.1.5. Notwithstanding the terms of any other provision of this Agreement, the Payor shall not be obligated to make any Royalty payment before the Payor has received payment for the sale or other disposition of such Product and any Royalty due in respect of a Loss will accrue when the insurance proceeds are paid.

3.1.6. All Royalty payments, including interest, if any, will be made subject to withholding or deductions in respect of the Royalty for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied on such Royalty Payment by or on behalf of any Governmental Entity having power and jurisdiction to tax and for which the Payor is obligated in law to withhold or deduct and remit to such Governmental Entity. The Payor shall set out in the statement referred to in section 3.1.4 any amount so withheld.

3.2 Payments

3.2.1. Royalty payments will be due and payable Quarterly on the last day of the month next following the end of the calendar Quarter in which the obligation to pay the same accrued.

All Royalty payments shall bear interest at a rate per annum equal to the Prime Rate, calculated and payable monthly, both before and after judgment, with interest on overdue interest at the same rate, from the date that the applicable Royalty payment becomes due and payable to the date of payment of the applicable Royalty payment by the Payor to the Recipient.

3.3 Audit and Adjustments

3.3.1. All Royalty payments will be considered final and in full satisfaction of all obligations of the Payor unless the Recipient gives the Payor written Notice describing and setting forth an objection to the determination or calculation of the Royalty within two years after receipt by the Recipient of the statement referred to in Section 3.1.4 of this Royalty Agreement that relates to the Royalty payment in question. If the Recipient objects to the calculation of a particular Royalty payment, then the Recipient shall have the right, for a period of 120 days after the Payor receives Notice of such objection, upon reasonable Notice and at all reasonable times, to have the Payor's accounts and records relating to the calculation of the Royalty in question audited by an independent firm of certified public accountants selected by the Recipient. If such audit determines that there has been a deficiency or an excess in the payment made to the Recipient, such deficiency or excess will be resolved by adjusting the next Quarterly Royalty payment due. The Recipient will pay all costs of such audit unless a deficiency of 2% or more of the amount due to the Recipient is determined to exist. The Payor will pay the costs of such audit if a deficiency of 2% or more of the amount due to the Recipient is determined to exist. Failure on the part of the Recipient to make claim on the Payor for adjustment in the two-year period following receipt by the Recipient of the statement referred to in Section 3.1.4 of this Royalty Agreement will establish the correctness of the Royalty payment and preclude the filing of exceptions thereto or making of claims for adjustment thereon.

3.4 Currency and Wire Transfer

3.4.1. All Royalty payments must be made in Canadian dollars via the transfer of immediately available funds to such bank account as the Recipient may nominate in writing to the Payor from time to time.

3.5 Sales to or Processing by Affiliates

3.5.1. The Payor will be permitted to sell Products in the form of raw ore, doré, precipitates or other intermediate products or concentrates to an Affiliate of the Payor, provided that such Sales will be deemed, for the purposes of this Royalty Agreement, to have been Sold at prices and on terms no less favourable to the Payor than those that would be extended by an unaffiliated third Person in an arm's length transaction under similar circumstances. The Payor will be permitted to contract with an Affiliate of the Payor or an unaffiliated third Person for the smelting or other processing of Products, provided that such contract is on an arm's length basis at market terms.

3.6 Trading Activities of the Payor

3.6.1. The Payor will have the right to market and sell Products in any manner it may elect, and will have the right to engage in forward sales, futures trading or commodity options trading and other price hedging, price protection, and speculative arrangements ("**Trading Activities**") which may involve the possible physical delivery of Products. Notwithstanding anything to the contrary in the Agreement: (i) the Royalty will not apply to, and the Recipient will not be entitled or required to participate in, any gain or loss of the Payor or its Affiliate in Trading Activities; and (ii) all Trading Activities shall be for the Payor's sole account and shall not affect the calculation and payment of the Recipient's Royalty which shall be calculated and paid in accordance with Article 3 without regard to Trading Activities.

ARTICLE 4
OPERATION OF THE PROPERTY

4.1 Payor to Determine Operations

4.1.1. The Payor will have complete discretion concerning the nature, timing and extent of all exploration, development, mining and other operations conducted on or for the benefit of the Property and may suspend operations and production on the Property at any time it considers prudent or appropriate to do so. The Payor will owe the Recipient no duty to explore, develop or mine the Property, or to do so at any rate or in any manner other than that which the Payor may determine in its sole and unfettered discretion.

4.2 Stockpiling

4.2.1. The Payor may stockpile any Products from the Property at such place or places as the Payor may elect. In the event that the Payor stockpiles or holds inventory of any Product, it must ensure security for the site where such materials are stockpiled in accordance with industry standards.

4.3 Commingling

4.3.1. Commingling of Products from the Property with other ores, doré, concentrates, precipitates, metals, minerals or mineral by-products produced elsewhere is permitted, provided that:

(a) reasonable and customary procedures are established for the weighing, sampling, assaying and other measuring or testing necessary to fairly allocate valuable metals contained in such Products and in the other ores, doré, concentrates, metals, minerals and mineral by-products;

(b) representative samples of the Products must be retained by the Payor and assays (including moisture and penalty substances) and other appropriate analyses of these samples must be made before commingling to determine gross metal content of the Products and that the Payor must retain such analyses for a reasonable amount of time, but not less than 24 months, after receipt by the Recipient of the Royalty paid with respect to such commingled Products from the Property; and

4.4 Tailings

4.4.1. All tailings, residues, waste rock, spoiled leach materials, and other materials (collectively "**Materials**") resulting from the Payor's operations and activities on the Property shall remain subject to the Royalty should the Materials be processed or reprocessed, as the case may be, in the future and result in the production and Sale or other disposition of Products.

4.5 Activities to be conducted in a Proper Manner

4.5.1. The Payor must conduct its activities in relation to the Property in a proper manner in accordance with all applicable Law and currently accepted standards and practices in the mining industry in Canada and with the objective of minimizing, so far as practicable, both short and long term damage to the environment.

4.6 Insurance

4.6.1. The Payor will obtain and maintain insurance against Loss of Products prior to their Sale in such amounts and with such coverage as is consistent with Payor's normal practice.

4.7 Re-Acquisitions

4.7.1. In the event the Payor or any Affiliate or any successor or assign of the Payor surrenders, allows to lapse or otherwise terminates its interest in any portion or all the Property and reacquires a direct or indirect interest in respect of the land covered by the former Property within two years, then the Royalty shall apply to such interest so acquired. The Payor must give written Notice to the Recipient within ten (10) days of any acquisition or reacquisition of the Property.

4.8 Additional Property

4.8.1. If the Payor or any Affiliate or successor or assignee of the Payor stakes, applies for, and obtains or otherwise acquires, directly or indirectly, Additional Property, such rights or interests shall thereafter become part of the Property.

ARTICLE 5
RECORDS, ACCESS AND REPORTING

5.1 Records and Access

5.1.1. The Payor must:

(a) keep true, accurate and complete accounts and records (the "**Records**") to enable the Royalty to be calculated in accordance with this Royalty Agreement;

(b) permit the Recipient, after it has given Notice to the Payor, to inspect at the Payor's premises and at all reasonable times and with access to the Payor's relevant personnel, those accounts and records referred to in Subsection 5.1.1(a) of this Royalty Agreement, and to make and take away with it copies of such accounts and records;

(c) keep all Records in accordance with International Financial Reporting Standards as adopted by the International Accounting Standards Board; and

(d) permit the Recipient to enter at its own cost and risk the Property for the purpose of inspecting the area and operations in it, provided that the Recipient does not unreasonably hinder the Payor's operations in the Property and complies with the Payor's instructions and directions, including in relation to health and safety and site inductions; provided further that the foregoing site visits shall not occur more than once per calendar quarter.

5.1.2. The Recipient shall defend, indemnify and hold the Payor harmless from and against any losses for damage to property or injury to or death of Persons arising from any such inspection conducted pursuant to section 5.1.1(d), except to the extent the same are caused by the negligence or willful misconduct of the Payor.

ARTICLE 6
ASSIGNMENT

6.1 Assignment by the Recipient

6.1.1. The Recipient may sell, convey or otherwise dispose of ("**Transfer**") (i) any of its rights under this Royalty Agreement and/or (ii) all or any undivided portion of the Royalty payable, including for an indefinite period or for a stated term of years, provided that such assignment will not be effective against the Payor until the Recipient has delivered to the Payor Notice of the assignment.

6.2 Assignment by Payor

6.2.1. The Payor must not transfer, sell, assign or otherwise dispose of all or any interest in the Property or this Royalty Agreement unless:

(a) the assignee has entered into a deed under which the assignee covenants to be bound by the terms of this Royalty Agreement (to the extent of the interest assigned); and

(b) if the Recipient has been granted a mortgage or other security agreement in respect of the Property which secures the payment of the Royalty and obligations contained in this Royalty Agreement, then the assignee must covenant to be bound by the terms of such mortgage or security agreement in a form acceptable to the Recipient.

6.2.2. The Payor may not Transfer any interest in this Agreement except in accordance with Section 6.2.1 of this Royalty Agreement.

ARTICLE 7
MISCELLANEOUS

7.1 Governing Law

7.1.1. This Royalty Agreement is governed by the Law in force in the Province of British Columbia and the Law of Canada applicable in British Columbia.

7.1.2. Subject to Section 7.2 of this Royalty Agreement, the Parties irrevocably submit to the exclusive jurisdiction of the courts exercising jurisdiction in the Province of British Columbia and any court that may hear appeals from any of those courts for any proceeding in connection with this Royalty Agreement, subject only to the right to enforce a judgment obtained in any of those courts in any other jurisdiction.

7.2 Dispute Resolution

7.2.1. Any dispute, controversy or claim between the Parties, arising out of or relating to this Royalty Agreement, or the execution, interpretation, breach, termination, or invalidity thereof, shall be determined by arbitration in accordance with the *Arbitration Act* (British Columbia) or any successor or replacement legislation which may be in force, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the relevant Party or its assets. The place of arbitration shall be Vancouver, British Columbia and the arbitration shall be conducted in the English language.

7.2.2. The arbitration shall be conducted by a panel of three arbitrators. The arbitrator selected by the claimant and the arbitrator selected by the respondent shall, within ten (10) days of

their appointment, select a third neutral arbitrator. In the event that they are unable to do so, the neutral third neutral arbitrator shall be appointed according to the *Arbitration Act* (British Columbia).

7.2.3. The arbitrators shall reduce their award to writing and deliver one copy thereof to each of the Parties, and such award will be final and binding upon the Parties.

7.2.4. Nothing in this provision shall prevent any Party from seeking conservatory or interim measures, including, but not limited to, attachments, temporary restraining orders or preliminary injunctions or their equivalent, from any court having jurisdiction thereof, either before or after the arbitral tribunal is constituted.

7.3 Other Activities and Interests

7.3.1. This Royalty Agreement and the rights and obligations of the Parties hereunder are strictly limited to the Property. Each Party will have the free and unrestricted right to enter into, conduct and benefit from any and all business ventures of any kind whatsoever, whether or not competitive with the activities undertaken pursuant hereto, without disclosing such activities to the other Party or inviting or allowing the other to participate therein, including activities involving mineral titles adjoining the Property. For greater certainty, nothing herein shall derogate or diminish the rights of the Recipient and the obligations of the Payor under the Option Agreement.

7.4 No Partnership

7.4.1. This Royalty Agreement is not intended to, and will not be deemed to, create any partnership between or among the Parties including, without limitation, a mining partnership or commercial partnership. The obligations and liabilities of the Parties will be several and not joint and no Party will have or purport to have any authority to act for or to assume any obligations or responsibility on behalf of any other Party. Nothing herein contained will be deemed to constitute a Party the partner, agent or legal representative of the other Parties or to create any fiduciary relationship between the Parties.

7.5 Notice

7.5.1. Any notice, demand, consent or other communication ("**Notice**") given or made under this Royalty Agreement:

(a) must be in writing and signed by a person duly authorized by the sender;

(b) must be delivered to the intended recipient by hand, courier, facsimile or email to the addresses below or the addresses last notified by the intended recipient, to the sender:

(i) to the Payor:

Address: Suite 1100, 1111 Melville Street
Vancouver, British Columbia V6E 3V6
Attention: CEO & Chairman
E-mail: info@synergymetalscorp.com

(ii) to the Recipient:

Address: [redacted]
Attention: Jean Marc Gaudreau

Telephone: [redacted]
Email:

7.5.2. Any Notice will be deemed to have been given and received:

(a) if personally delivered, then on the day of personal service to the recipient Party, provided that if such date is a day other than a Business Day such Notice will be deemed to have been given and received on the first Business Day following the date of personal service;

(b) if by pre-paid registered mail, then the first Business Day, after the expiration of 5 days following the date of mailing; or

(c) if sent by facsimile or electronic transmission or e-mail and successfully transmitted prior to 4:00 pm on a Business Day where the recipient is located, then on that Business Day, and if transmitted after 4:00 pm on a Business Day where the recipient is located or on the day that is not a Business Day where the recipient is located, then on the first Business Day following the date of transmission.

A Party may at any time change its address for future Notices hereunder by Notice in accordance with this Section.

7.6 Confidentiality

7.6.1. All information, data, reports, records, analyses, economic and technical studies and test results relating to the Property and the activities of the Payor any other party thereon and the terms and conditions of this Agreement, all of which will hereinafter be referred to as "**Confidential Information**," will be treated by the Recipient as confidential and will not be disclosed to any person not a party to this Agreement, except in the following circumstances:

(a) the Recipient may disclose Confidential Information to its auditors, legal counsel, institutional lenders, brokers, underwriters and investment bankers, provided that such non-party users are advised of the confidential nature of the Confidential Information, undertake to maintain the confidentiality thereof and are strictly limited in their use of the Confidential Information to those purposes necessary for such non-party users to perform the services for which they were retained by the Recipient;

(b) the Recipient may disclose Confidential Information to prospective purchasers of the Recipient's right to receive the Royalty, provided that each such prospective purchaser first agrees in writing to hold such information confidential in accordance with this section and to use it exclusively for the purpose of evaluating its interest in purchasing such Royalty right;

(c) the Recipient may disclose Confidential Information where that disclosure is necessary to comply applicable laws or orders of any court or governmental authority, including its disclosure obligations and requirements under any securities law, rules or regulations or stock exchange listing agreements, policies or requirements or in relation to proposed credit arrangements.

Any Confidential Information that becomes part of the public domain by no act or omission in breach of this section will cease to be confidential information for the purposes of this section.

7.7 Further Assurances

7.7.1. Each Party will, at the request of another Party and at the requesting Party's expense, execute all such documents and take all such actions as may be reasonably required to effectuate the purposes and intent of this Royalty Agreement.

7.8 Entire Agreement

7.8.1. This Royalty Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between or among the Parties with respect thereto.

7.9 Amendments and Waiver

7.9.1. No modification of or amendment to this Royalty Agreement shall be valid or binding unless set forth in writing and duly executed by the Parties and no waiver of any breach of any term or provision of this Royalty Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

7.10 Time of the Essence

7.10.1. Time is of the essence in the performance of any and all of the obligations of the Parties, including, without limitation, the payment of monies.

7.11 Counterparts

7.11.1. This Royalty Agreement may be executed in two or more counterparts (including counterparts delivered by facsimile or email), all of which, taken together, shall be regarded as one and the same Royalty Agreement. Counterparts may be delivered by facsimile or email and the Parties adopt any signatures received by facsimile or email as original signatures of the Parties.

7.12 Parties in Interest

7.12.1. This Royalty Agreement will inure to the benefit of and be binding on the Parties and their respective successors and assigns as permitted by Article 6 of this Royalty Agreement.

(signature page follows)

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

"Jean Marc Gaudreau"
JEAN MARC GAUDREAU

SYNERGY METALS CORP.

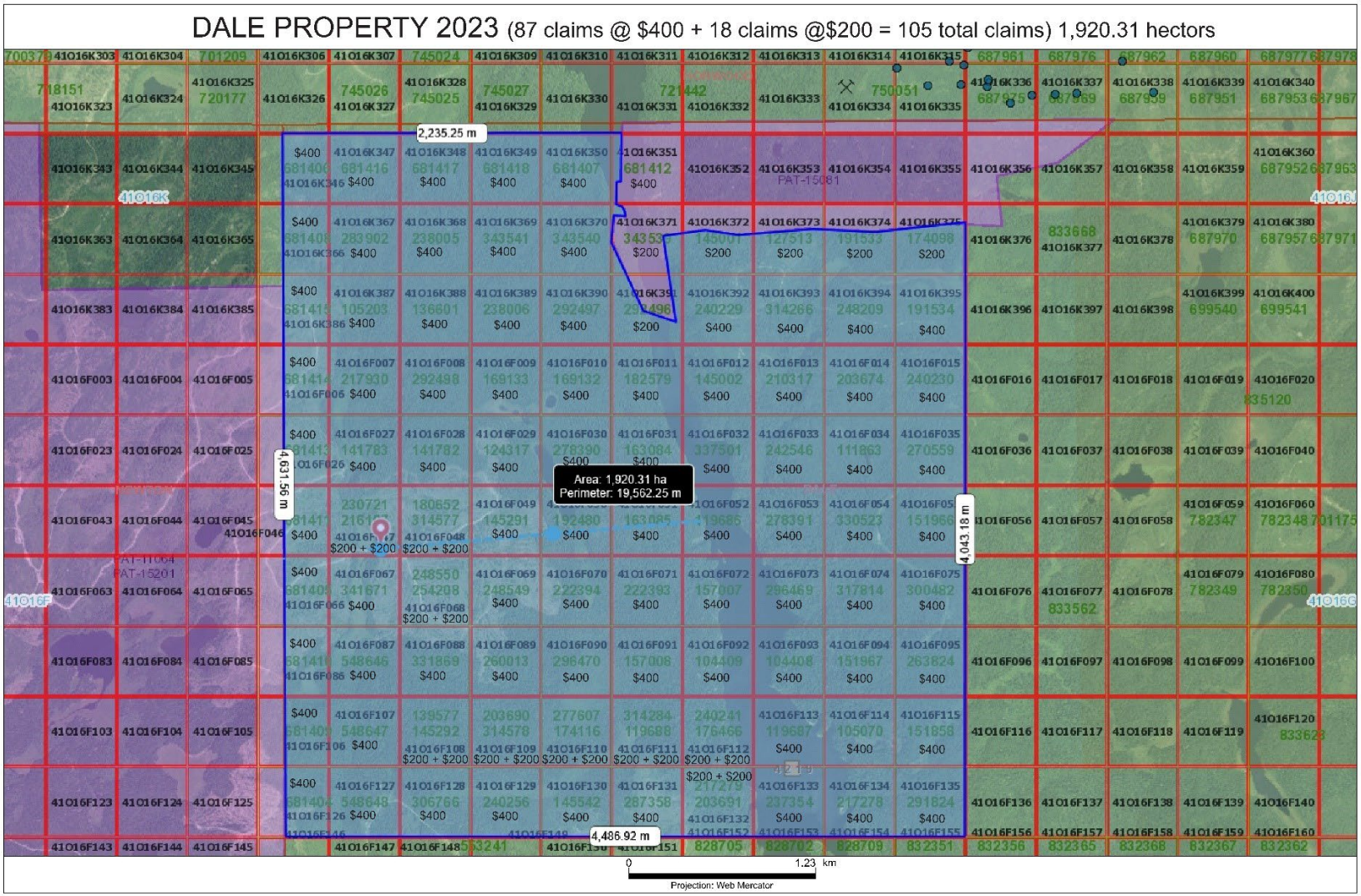
Per: "*James Tworek*"
Authorized Signatory

APPENDIX A
MINERAL RIGHTS

Township	Tenure ID	Tenure Type	Anniversary Date	Status	Percentage	Work Required	Title Holders Name
DALE	105070	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	291824	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	237354	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	217279	Boundary Cell Mining Claim	2021-02-25	Active	100%	$200	Jean Marc Gaudreau
DALE	217278	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	176466	Boundary Cell Mining Claim	2021-02-25	Active	100%	$200	Jean Marc Gaudreau
DALE	151858	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	119687	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	105203	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	343541	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	343540	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	343539	Single Cell Mining Claim	2021-02-25	Active	100%	$200	Jean Marc Gaudreau
DALE	292498	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	292497	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	292496	Single Cell Mining Claim	2021-02-25	Active	100%	$200	Jean Marc Gaudreau
DALE	283902	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	238006	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	238005	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	217930	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	182579	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	169133	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	169132	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	136601	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	124317	Single Cell Mining Claim	2022-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	331869	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	314578	Boundary Cell Mining Claim	2021-02-25	Active	100%	$200	Jean Marc Gaudreau
DALE	314577	Boundary Cell Mining Claim	2021-02-25	Active	100%	$200	Jean Marc Gaudreau
DALE	296470	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	278390	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	277607	Boundary Cell Mining Claim	2021-02-25	Active	100%	$200	Jean Marc Gaudreau
DALE	260013	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	248550	Boundary Cell Mining Claim	2021-02-25	Active	100%	$200	Jean Marc Gaudreau

DALE	248549	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	230721	Boundary Cell Mining Claim	2021-02-25	Active	100%	$200	Jean Marc Gaudreau
DALE	222394	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	192480	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	145292	Boundary Cell Mining Claim	2021-02-25	Active	100%	$200	Jean Marc Gaudreau
DALE	145291	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	141783	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	141782	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	127513	Single Cell Mining Claim	2021-02-25	Active	100%	$200	Jean Marc Gaudreau
DALE	314266	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	248209	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	240230	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	240229	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	210317	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	203674	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	191534	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	191533	Single Cell Mining Claim	2021-02-25	Active	100%	$200	Jean Marc Gaudreau
DALE	174098	Single Cell Mining Claim	2021-02-25	Active	100%	$200	Jean Marc Gaudreau
DALE	145002	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	145001	Single Cell Mining Claim	2021-02-25	Active	100%	$200	Jean Marc Gaudreau
DALE	104408	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	330523	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	317814	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	300482	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	296469	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	278391	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	270559	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	263824	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	242546	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	151967	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	151966	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	111863	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	337501	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	163084	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	222393	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	163085	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	157008	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	157007	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau

DALE	119688	Boundary Cell Mining Claim	2021-02-25	Active	100%	$200	Jean Marc Gaudreau
DALE	119686	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	104409	Single Cell Mining Claim	2021-02-25	Active	100%	$400	Jean Marc Gaudreau
DALE	139577	Boundary Cell Mining Claim	2021-06-21	Active	100%	$200	Jean Marc Gaudreau
DALE	314284	Boundary Cell Mining Claim	2021-06-21	Active	100%	$200	Jean Marc Gaudreau
DALE	306766	Single Cell Mining Claim	2021-06-21	Active	100%	$400	Jean Marc Gaudreau
DALE	287358	Single Cell Mining Claim	2021-06-21	Active	100%	$400	Jean Marc Gaudreau
DALE	240256	Single Cell Mining Claim	2021-06-21	Active	100%	$400	Jean Marc Gaudreau
DALE	240241	Boundary Cell Mining Claim	2021-06-21	Active	100%	$200	Jean Marc Gaudreau
DALE	203691	Boundary Cell Mining Claim	2021-06-21	Active	100%	$200	Jean Marc Gaudreau
DALE	203690	Boundary Cell Mining Claim	2021-06-21	Active	100%	$200	Jean Marc Gaudreau
DALE	174116	Boundary Cell Mining Claim	2021-06-21	Active	100%	$200	Jean Marc Gaudreau
DALE	145542	Single Cell Mining Claim	2021-06-21	Active	100%	$400	Jean Marc Gaudreau
DALE	180652	Boundary Cell Mining Claim	2021-06-21	Active	100%	$200	Jean Marc Gaudreau
DALE	341671	Single Cell Mining Claim	2021-06-21	Active	100%	$400	Jean Marc Gaudreau
DALE	254208	Boundary Cell Mining Claim	2021-06-21	Active	100%	$200	Jean Marc Gaudreau
DALE	216107	Boundary Cell Mining Claim	2021-06-21	Active	100%	$200	Jean Marc Gaudreau
DALE	548646	Single Cell Mining Claim	2021-04-16	Active	100%	$400	Jean Marc Gaudreau
DALE	548647	Single Cell Mining Claim	2021-04-16	Active	100%	$400	Jean Marc Gaudreau
DALE	548648	Single Cell Mining Claim	2021-04-16	Active	100%	$400	Jean Marc Gaudreau


DALE PROPERTY 2023 (87 claims @ $400 + 18 claims @$200 = 105 total claims) 1,920.31 hectors
2,235.25 m
4,631.56 m
4,043.18 m
4,486.92 m
Area: 1,920.31 ha
Perimeter: 19,562.25 m
0
1.23 km
Projection: Web Mercator


DALE PROPERTY
Hudson Bay
MANITOBA
ONTARIO
QUEBEC
U.S.A.
MINNESOTA
WISCONSIN
MICHIGAN
IOWA
ILLINOIS
INDIANA
OHIO
PENNSYLVANIA
NEW YORK
Lake Superior
Lake Michigan
Lake Huron
Lake Erie
Lake Ontario
Ontario
International Boundary
Province Boundary
Road
Minor Road
River
National Capital
Province Capital
City or Town
0 100 200 KM
0 100 200 Miles
©2007 Geology.com

45579555v2

SCHEDULE W
TECHNICAL REPORT

Please see attached.

TECHNICAL REPORT

ON THE

DALE PROPERTY

Porcupine Mining District
Dale Township, Ontario, Canada

Latitude 47° 54’ 21’’ North by Longitude 82° 18’ 57” West
Zone 17 T 5,306,600 m North by 401,600 m East

Prepared for:

Synergy Metals Corp. and Element79 Gold Corp.
Suite 1111, 1100 Melville Street
Vancouver, British Columbia
V6E 3V6

Report Date: April 13, 2026
Effective Date: April 13, 2026

Qualified Persons
Allan Armitage, Ph. D., P. Geo.
Sarah Dean, B.Sc., P.Geo.

Company
SGS Geological Services (“SGS”)
SGS Geological Services (“SGS”)

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1 SUMMARY

SGS Geological Services (“SGS”) was contracted by Synergy Metals Corp. (“Synergy”, or the "Company") to complete a National Instrument 43-101 ("NI 43-101") Technical Report for the Dale Property (the “Property”) in the Dale Township, Porcupine Mining District of Ontario, Canada.

Synergy Metals Corp. is a wholly owned subsidiary of Element79 Gold Corp. (“Element79”) created July of 2023. On July 17, 2023, Element79 announced that it has approved the transfer of all rights and data related to the Dale property, a gold exploration project in Ontario, Canada to Synergy Metals Corp.

Synergy Metals holds an option to acquire a 100% interest in the 96 unpatented mining claims that make up the Property for a mixture of cash payments, payment of common shares and a net smelter royalty (“NSR”) agreement.

The Property is an early-stage exploration property with no drilling completed. Synergy Metals is seeking to list its common shares on the Canadian Securities Exchange (“CSE”) and the current Technical Report regarding the Property is to be filed with an application by Synergy Metals for a listing on the CSE. The report will be used by Synergy Metals in partial fulfillment of their disclosure requirements under Canadian securities laws, including National Instrument 43-101 – Standards of Disclosure for Mineral Projects (“NI 43-101”). The effective date of this report is April 13, 2026.

Allan Armitage, Ph.D., P. Geo, (“Armitage”) and Sarah Dean, B.Sc., P. Geo. (“Dean”) of SGS (the “Authors”) are responsible for the preparation of the current Technical Report. Armitage and Dean are independent Qualified Persons as defined by NI 43-101.

This report is an update to a previous report written by SGS. Technical Report on the Dale Property Porcupine Mining District Dale Township, Ontario, Canada written by Armitage and Dupéré (2021) for Element 79 Gold Corp.

1.1 Property Description, Location, and Access

The Dale Property is located approximately 100 km southwest of Timmins, Ontario, in the Porcupine Mining District, Dale Township. The claims are centered over the southern arm of Horwood Lake towards the south boundary of Dale Township. Access to all sides of the property is gained by a series of logging roads that can be entered from Highways 101, 144 and 129. Access to the north from Highway 101 traveling south onto the Kukatush forest road to the east part of the Property which also accesses a boat landing for the north part of Horwood Lake. The Property can be accessed year-round by air using a float plane with skis or a combination of trucks, boat, all-terrain vehicle, or snow machine. Exploration work could be carried out year-round.

The geographic coordinates of the main mineral occurrence within the Property, are 47° 54’ 21’’ North latitude by 82° 18’ 57” West longitude, or UTM NAD83 Zone 17 T 5,306,600 m North by 401,600 m East.

The Dale Property is comprised of 98 unpatented single cell mining claims totaling approximately 1,980.5 hectares. The claims, in the Dale Township, are currently 100% in the name of Jean Marc Gaudreau. (Figure 4-3; Table 4-1). All unpatented claims are currently in good standing and active with a due date of October 14, 2026.

Synergy Metals has an option to acquire a 100% interest in all 98 unpatented mining claims, as listed in Table 4-1.

Jean Marc Gaudreau “Optionor” granted to Synergy the sole and exclusive right and option, subject to the terms of the Agreement, to acquire an undivided 100% interest in the Property free and clear of all

Encumbrances save and except for the NSR Royalty (the "Option"). In order to exercise the Option, Synergy must complete the following requirements (the "Option Exercise Requirements"):

a. make aggregate cash payments of $99,000 as follows:

   $27,000 to Optionor on or before December 23, 2023 (paid);
   $21,000 to Optionor on or before December 31, 2023 (paid); and,
   $51,000 to Optionor on or before December 31, 2024 (paid).

b. make aggregate share payments totaling $129,000 calculated at the price of the average VWAP of the 10 trading days prior to the issuance date, distributed equally between the Optionor and each of the two designees as follows:

   i. $36,000 of Synergy shares on or before December 31, 2023; and

   ii. $93,000 of Synergy shares on or before December 31, 2024; *NOTE: the Optionor reserves the right to make these shares payments in cash, at their election.

   Synergy, shall have the to right to require the Opitionor and the Disignees to exchange the above $129,000 of shares for $120,000 of cash, so long as the Transfer of Title as outlined in Section 2.7 is fulfilled, on or before December 31, 2025. In order to provide the possibility of earlier payment, Synergy may assign its rights and obligations of the repurchase to Element79 Gold Corp. or another designated party such as a third party investor.

c. execute and deliver to the Optionor on the Closing Date, the NSR Royalty granting the Optionor a 0.5% net smelter return royalty on the Property, subject to the right of Synergy to repurchase 100% of the NSR Royalty for total consideration of $525,000 at any time.

A pre-existing 1% NSR royalty to the benefit of Keystone Associates Inc. existed on the property prior to this agreement and is additional to the 0.5% NSR royalty required as part of Element79's option to purchase.

In addition to the option agreement, the Company paid a finder's fee by issuance of 8,000 common shares of the Company valued at $1,600 to a third party.

The Company is currently negotiating the outstanding payment obligation with the optionor.

During the year ended August 31, 2023, Element79 increased the size of its existing 1,735 hectare property by staking an additional 245.5 hectares directly adjacent to the Western and North-Western borders of its existing claims, bringing the total land package to 1,980.5 hectares.

On July 17, 2023, the Company approved the transfer of all rights and data related to the Dale property to its newly created, wholly owned subsidiary, Synergy Metals Corp. ("Synergy Metals"). The Company also plans to spin out and sell Synergy Metals through a plan of arrangement. As a result, the Dale Property was reclassified from exploration and evaluation assets to assets available for sale.

Subsequent to the year ended August 31, 2023, the Company, through its subsidiary, Synergy Metals, entered into a loan agreement with a third-party whereby the third-party loaned $200,000 to Synergy Metals for startup capital, marketing fees, legal fees, listing fees and exploration of the Dale Property for the purposes of preparing for an amalgamation between the Synergy Metals and the third-party. The loan shall be subject to an interest rate of 14% per annum with no payments due in the first calendar year. In year two onward, Synergy agrees to repay the loan amount, together with any accrued interest, in 12 equal consecutive installments of $20,000 each, payable on the fifteenth of each month, starting from a date yet to be determined. The final installment shall include any remaining principal balance, accrued interest, and

any outstanding fees or charges. In the event that either Synergy or the third-party are no longer working towards the proposed amalgamation then the entire loan amount, together with any accrued interest, and any outstanding fees or charges, shall become due on demand at the third party's discretion.

1.2 History

From 1968 to June 1, 2012, the Property was part of a 5-township freehold mining patent that belonged to Algoma Eastern Railways (Algoma-Talisman Minerals Limited). On June 1st, 2012, the ground opened for staking and was acquired by Keystone Associates. On Feb 1st, 2013, Keystone entered an agreement to sell the claims to Jean Marc Gaudreau. Jean Marc Gaudreau entered an agreement with Timothy Martel and subsequently optioned the Property to Element79. Element79 approved the transfer of all rights and data related to the Dale property to its wholly owned subsidiary, Synergy Metals Corp.

A complete and comprehensive list of historical work on all claims within the current boundary is not possible as during much of the time, from 1990 until June 1, 2012, the Property was part of the large group of freehold patents controlled by Algoma-Eastern Railways (Algoma-Talisman Minerals Limited owned Mineral Rights) and its predecessors. Work was reportedly conducted under option agreements with a variety of groups including, but not limited to, Placer Dome Canada, Red Pine Exploration Inc. and Greenshield Resources as recently as 2011. Work reportedly included outcrop mapping around Horwood Lake, and sampling. Due to the lands being patents at the time of the work none of these reports were filed with the Ontario government.

Government geological surveys have completed geological mapping programs over the area, large scale geophysical surveys and geochemical surveys.

The Geological Survey of Canada completed reconnaissance style geological mapping through the district in 1929 and 1933. The Ontario Geological Survey completed geological belt scale mapping programs in 1932, 1934, 1935, 1965 and 1977. A compilation of all Ontario government work was completed from 1992 to 1999 on the Swayze Greenstone Belt including mineral deposit inventories and quaternary geological mapping. Results of these geological mapping programs are described in Item 7.

The Ontario Geological Survey completed a regional gold grain in till program in 1994 (Bernier, 1995). Through the program, 136 samples were analyzed with a 1,000 km^2 area of the Swayze Greenstone belt. Six of these samples were within the Dale Property boundary of which one returned above 30 grains of gold, sample 4215 at 42 grains, just west of Horwood Lake NAD83 Zone17 401,882 E 5,306,400 N.

The most significant exploration work completed to date on the Property has been completed by Timothy Martel and Jean Marc Gaudreau between 2013 and 2015, Jean-Marc Gaudreau and assistants from 2015 to 2022 and The Noront Group completed a prospecting program in 2023.

The Property is an early-stage exploration property. To the Author's knowledge, there has been no production of any commodity on the Property and there have been no historical Mineral Resources or Mineral Reserves estimated for the Property.

1.3 Geology and Mineralization

The Dale Property lies within the Swayze greenstone belt ("SGB"). The SGB is a late Archean greenstone belt in northern Ontario, Canada. It is the southwestern extension of the Abitibi greenstone belt (Figure 7-1). The Abitibi greenstone belt is a 2,800-to-2,600-million-year-old greenstone belt that spans across the Ontario–Quebec border in Canada. It is mostly made of volcanic rocks, but also includes ultramafic rocks, mafic intrusions, granitoid rocks, and early and middle Precambrian sediments.

Mineralization targeted on the property has been primarily Archean lode-gold, quartz vein type mineralization associated with sheared, carbonatized and mineralized wall rock and some brecciation with

very little observed sulphide alteration associated. Epidote has been observed in many locations in the Dale Stock however is never present in the mineralized discovery zones.

The Dale Property includes the area surrounding the southern arm of Horwood Lake in the north-central part of Dale Township. Mafic volcanics surround the roughly circular, 2,500 m diameter, 2680 Ma, granodioritic stock known as the Dale Stock which has been the focus of exploration. The stock is described as a multi-phased hornblende granodiorite to porphyritic granodiorite with a potassium feldspar megacrystic core and a massive, equigranular margin. Both phases are hematitic and contain hornblendic enclaves.

As the Property is an early exploration stage, information is limited. The target on the Property however is an Archean Greenstone-hosted quartz-carbonate vein (Lode) gold deposit, the main type of gold deposit found in the Swayze Greenstone belt and throughout the Abitibi Greenstone Belt. These lode gold deposits are also known as mesothermal, orogenic, lode gold, shear-zone-related quartz-carbonate or gold-only deposits.

1.4 Recent Exploration

The most recent exploration activities on the Property have been prospecting, grab sampling, collection of a float sample and cutting one channel sample. A total of 29 samples were sent for analysis and several returned anomalous gold values.

Bedrock trenching and soil sampling were carried out by Fladgate Exploration Consulting Corporation (a total of 83 rock samples and 49 soil samples were taken) in the fall of 2021 (Hrkac, 2022) and prospecting by Marc Gaudreau in July 2023 (total of 31 rocks samples).

Multiple geophysical surveys have been carried out by Dan Patrie Exploration at the request of Jean Marc Gaudreau, the owner of the Property. All three of the Induced Polarization (gradient array) Surveys (IP) were carried out by Dan Patrie Exploration P.O. Box 45, Massey Ontario. The surveys were completed in winter 2016-2017 from December to January, fall of 2018, and from December 1st to December 20th and February 2020.

On July 29, 2019, Jean Marc Gaudreau prospected a new forestry cut area and checked IP anomalies by taking 6 grab samples.

On May 10, 2020, Marc Gaudreau collected two grab samples while touring the Property. These two samples DALE-2020-01 and 02 returned 3.82 g/t and 0.167 g/t gold. The former represents the highest-grade sample collected to date on the Dale Property.

In August 2020, E79 contracted Marc Gaudreau to conduct a 3-day prospecting program, which collected 18 grab samples, the highest of which ran 1.57 g/t gold. Three follow up samples to 3.82 g/t gold sample were collected from a northeast trending 1-2 metre wide shear over approximately 10 metre strike, which ran 0.647 g/t, 1.57 g/t and 0.061 g/t gold respectively. These follow up samples confirmed the gold mineralized nature of this structure.

In late February 2021, E79 contracted Pioneer Exploration Consultants Ltd (Pioneer Exploration) to conduct an airborne magnetic survey on the Property totaling 463.80 line-kilometre.

In September and October 2021, E79 contracted Fladgate Exploration Consulting Corporation to conduct a trenching, prospecting and soil sampling program. A total of 5 trenches were excavated with a total of 83 channel and grab samples collected. Only 3 of the 5 trenches were able to be fully washed and channel sampled due to the onsite of winter temperatures, however grab samples were collected from all 5 trenches.

Trench 3 returned the most significant grades with the highest grab sample returning 2.6 g/t Au. Trench 3 was the location of a historic prospecting sample collected by the vendor of the property, which returned 3.8 g/t Au.

Additionally, 49 B horizon soil samples were collected on a test grid surrounding Trench 5, the highest of which returned 54ppb Au, with 8 of the 49 samples returning anomalous values (>10 pbb Au), suggesting soil sampling is an effective exploration tool on the project.

The 2021 fall program was invaluable in better understanding the nature of the gold mineralization. The trenches exposed several 1 to 2 metre wide, steeply dipping, northeast trending shears in the Dale Stock granodiorite. Several of these shears were localized around more ductile, strongly carbonate altered mafic dykes. The shears possess strong carbonate and sericite alteration along with disseminated pyrite and local silicification and chalcopyrite. The shears are anomalous in gold which several samples returning >0.1 g/t Au.

In late July 2023, E79 contracted Marc Gaudreau to conductor an 8 day prospecting program using at SHERP all terrain vehicle which returned up to 1.1 g/t, including anomalous molybdenum up to 0.3% associated with two gold samples which returned >1 g/t.

1.5 Mineral Processing and Metallurgical Testing

There has been no metallurgical testing by Synergy Metals on samples from the Property.

1.6 Mineral resource estimate

Synergy Metals has yet to complete a MRE on the Property.

1.7 Conclusions and Recommendations

The Dale Property contains many of the elements necessary to produce an Archean greenstone belt hosted lode gold deposit. Historical prospecting results have documented >1 g/t gold in bedrock, elevated gold grain counts, with a high number of pristine grains, in till samples also suggest that more mineralization occurs in the area that is presently known. Despite these encouraging results, the property has seen relatively little exploration, and warrants additional investigation.

The Property hosts favourable Swayze belt volcanic rocks that are known to host numerous gold showings and past producers such as the Rundle Mine, and more recently the Cote Lake (IAMGOLD) and Borden Lake (Newmont) deposits. The granodioritic Dale stock may also act as a favourable competency contrast with the surrounding volcanic rocks, especially where it is intersected by cross cutting structures. This granodiorite-volcanic contact is considered a high priority target area.

The three historical IP surveys conducted on the Property have been of limited extent and are best described as reconnaissance in nature. However, they have recorded areas of higher chargeability which are not explained by the limited surface outcrops in the survey area and should be followed up with additional work.

The recent drone magnetic survey and trenching by Element79 has outlined several prospective northeast trending structures, which may be related to the northeast trending shear which retuned up to 3.82 g/t Au in 2020 prospecting by Mr. Gaudreau.

The Dale property requires larger scale more systematic studies such as additional soil sampling to follow up historical gold grains in till and trenching to test IP chargeability highs and follow up anomalous prospecting samples.

A two-phase program is recommended for the Dale Property. This consists of a Phase 1 compilation of historical data with specific attention on regional scale geochemical surveys completed by government geological surveys and a large-scale B-horizon soil sampling program over previously sampled areas with anomalous gold grain in till and gold in bedrock and IP chargeability anomalies. Soil sampling results will be analysed to determine any larger trends in anomalous gold and indicate potential gold bearing structures or veins. Once the soil survey is completed additional targeting trenching should be completed to follow up the soil survey results. Phase 2 is contingent on promising results from Phase 1. Phase 2 consists of 1,500 metres of diamond drilling to test any potential gold bearing structures outlined by Phase 1.

A proposed program and budget of $547,343 for the 2026 is outlined below (Section 9, Table 26-1).

The Authors have reviewed the proposed program for further work on the Property and, in light of the observations made in this report, support the concepts as outlined. Given the prospective nature of the Property, and region it is the Authors' opinion that the Property merits further exploration and that proposed plans for further work are justified. The current proposed work program will help advance the Property and will provide key inputs required to evaluate the potential on the Property.

The Authors recommend that Synergy Metals conduct the further exploration as proposed, subject to funding and any other matters which may cause the proposed exploration program to be altered in the normal course of its business activities or alterations which may affect the program as a result of exploration activities themselves.

2 INTRODUCTION

SGS Geological Services (“SGS”) was contracted by Synergy Metals Corp. (“Synergy”, or the "Company") to complete a National Instrument 43-101 ("NI 43-101") Technical Report for the Dale Property (the “Property”) in the Dale Township, Porcupine Mining District of Ontario, Canada.

Synergy Metals Corp. is a wholly owned subsidiary of Element79 created July of 2023. On July 17, 2023, Element79 announced that it has approved the transfer of all rights and data related to the Dale property, a gold exploration project in Ontario, Canada to Synergy Metals Corp.

Synergy Metals holds an option to acquire a 100% interest in the 96 unpatented mining claims that make up the Property for a mixture of cash payments, payment of common shares and a net smelter royalty (“NSR”) agreement.

The Property is an early-stage exploration property with no drilling completed. Synergy Metals is seeking to list its common shares on the Canadian Securities Exchange (“CSE”) and the current Technical Report regarding the Property is to be filed with an application by Synergy Metals for a listing on the CSE. The report will be used by Synergy Metals in partial fulfillment of their disclosure requirements under Canadian securities laws, including National Instrument 43-101 – Standards of Disclosure for Mineral Projects (“NI 43-101”). The effective date of this report is April 13, 2026.

Allan Armitage, Ph.D., P. Geo, (“Armitage”) and Sarah Dean, B.Sc., P. Geo. (“Dean”) of SGS (the “Authors”) are responsible for the preparation of the current Technical Report. Armitage and Dean are independent Qualified Persons as defined by NI 43-101.

This report is an update to a previous report written by SGS. Technical Report on the Dale Property Porcupine Mining District Dale Township, Ontario, Canada written by Armitage and Dupéré (2021) for Element 79 Gold Corp.

2.1 Sources of Information

The current report is based upon descriptive material from government and academic sources that are relevant to the Property and publicly available assessment reports. The current Technical Report is based on the following data:

- Geological information and historical exploration data from the Open File Assessment Reports filed with the Ontario Ministry of Northern Development and Mines (MNDM),
- Site visit by Armitage and Dean on July 22, 2023
- Academic literature and assessment reports listed in the References section of this report.
- Technical, prospecting and survey reports written by Jean-Marc Gaudreau in 2015, 2017, 2018, 2020, 2024, and 2025.

There has been no drilling completed on the Property to date. The Property has been the subject of a NI 43-101 Technical Report written by Armitage and Dupéré (2021).

The Authors have carefully reviewed the Property information and assume that all the information and technical documents reviewed and listed in the “References” are accurate and complete in all material aspects. The Authors believe the information used to prepare this Technical Report is valid and appropriate considering the status of the Property and the purpose of the current technical report. By virtue of the Authors’ technical review of the Property, the Authors affirm that the work program and recommendations presented herein are in accordance with NI 43-101 requirements and follow CIM Standards on Mineral Resources and Reserves – Definitions and Guidelines (“CIM Definition Standards”).

2.2 Site Visit

The site visit was conducted in 2023 as below; a new site visit may will be required as per requirements of the NI 41-101. Since the site visit was carried our 3 years prior to this report, it may be necessary to do another site visit due to the fact. A new site visit may be conducted when winter snow has thawed and access to the site is safe and accessible.

Armitage and Dean conducted a site visit to the Property on July 22, 2023, accompanied by Mr. Jean Marc Gaudreau and Mr. Aaron Nicholson.

During the site visit, Armitage and Dean visited several outcrops that have recently been channel, grab and chip sampled during Element79's fall 2022 program. Armitage and Dean have relied on Mr. Gaudreau and Mr. Nicholson's knowledge of the Property. A SHERP CENTAUR was used to access rough terrain and to cover more ground during the site visit. Limited exploration on the property has helped to identify mineralised structures such as small quartz veins and shears.

As a result of the current site visit and previous site visits (see section 12 below), the Author was able to become familiar with conditions on the Dale Property as a whole, was able to observe and gain an understanding of the geology and various styles of mineralization, was able to verify the work done and, on that basis, is able to review and recommend to Synergy Metals an appropriate exploration program.

2.3 Units and Abbreviations

All units of measurement used in this technical report are in metric. All currency is in US dollars, unless otherwise noted.

Table 2-1 List of Abbreviations

$	Dollar sign	m^2	Square metres
%	Percent sign	m^3	Cubic meters
°	Degree	masl	Metres above sea level
°C	Degree Celsius	mm	millimetre
°F	Degree Fahrenheit	mm^2	square millimetre
µm	Micron	mm^3	cubic millimetre
AA	Atomic absorption	Moz	Million troy ounces
Ag	Silver	MRE	Mineral Resource Estimate
AgEq	Silver equivalent	Mt	Million tonnes
Au	Gold	NAD 83	North American Datum of 1983
Az	Azimuth	mTW	metres true width
CAD$	Canadian dollar	NI	National Instrument
CAF	Cut and fill mining	NN	Nearest Neighbor
cm	centimetre	NQ	Drill core size (4.8 cm in diameter)
cm^2	square centimetre	NSR	Net smelter return
cm^3	cubic centimetre	oz	Ounce
Cu	Copper	OK	Ordinary kriging
DDH	Diamond drill hole	Pb	Lead
ft	Feet	ppb	Parts per billion
ft2	Square feet	ppm	Parts per million
ft3	Cubic feet	QA	Quality Assurance
g	Grams	QC	Quality Control
GEMS	Geovia GEMS 6.8.3 Desktop	QP	Qualified Person
g/t or gpt	Grams per Tonne	RC	Reverse circulation drilling
GPS	Global Positioning System	RQD	Rock quality designation
Ha	Hectares	SD	Standard Deviation
HQ	Drill core size (6.3 cm in diameter)	SG	Specific Gravity
ICP	Induced coupled plasma	SLS	Sub-level stoping
ID2	Inverse distance weighting to the power of two	t.oz	Troy ounce (31.1035 grams)
ID3	Inverse distance weighting to the power of three	Ton	Short Ton
kg	Kilograms	Zn	Zinc
km	Kilometres	Tonnes or T	Metric tonnes
km^2	Square kilometre	TPM	Total Platinum Minerals
kt	Kilo tonnes	US$	US Dollar
m	Metres	µm	Micron
		UTM	Universal Transverse Mercator

3 RELIANCE ON OTHER EXPERTS

Information concerning claim status, ownership, and assessment requirements which are presented in Section 4 below has been provided to the Authors by way of e-mail on April 12, 2026, from Neil Pettigrew, P.Geo. of Fladgate Exploration Consulting Corporation. The Authors only reviewed the land tenure in a preliminary fashion and have not independently verified the legal status or ownership of the Property or any underlying agreements. However, the Authors have no reason to doubt that the title situation is other than what is presented in this technical report. The Authors are not qualified to express any legal opinion with respect to Property titles or current ownership.

4 PROPERTY DESCRIPTION AND LOCATION

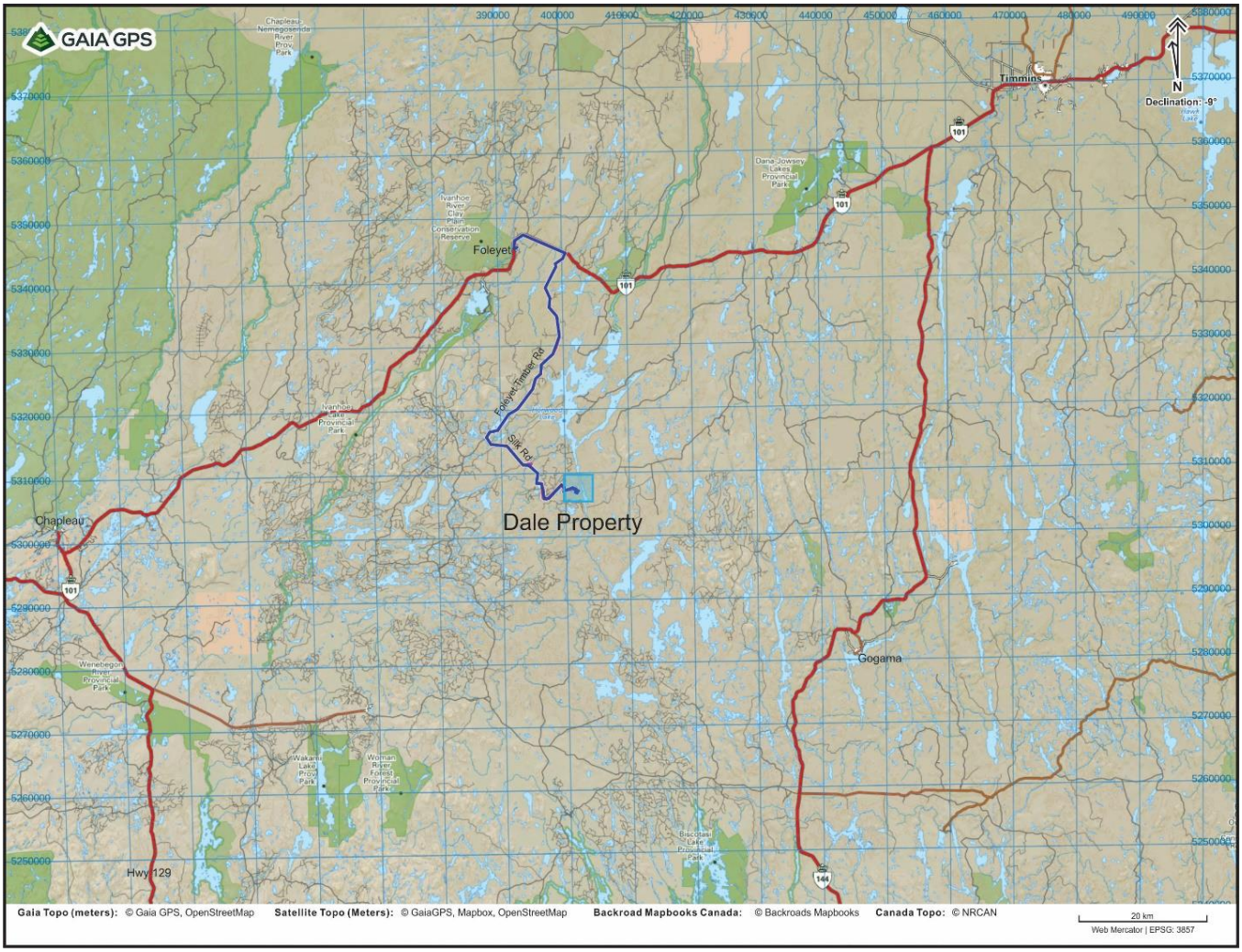
The Dale Property is located approximately 100 km southwest of Timmins, Ontario (Figure 4-1), in the Porcupine Mining District, Dale Township. The claims are centered over the southern arm of Horwood Lake towards the south boundary of Dale Township. Access to all sides of the property is gained by a series of logging roads that can be entered from Highways 101, 144 and 129. Access to the north from Highway 101 traveling south onto the Kukatush forest road to the east part of the Property which also accesses a boat landing for the north part of Horwood Lake. The Property can be accessed year-round by air using a float plane with skis or a combination of trucks, boat, all-terrain vehicle or snow machine (Figure 4-2).

The geographic coordinates of the main mineral occurrence within the Property, are 47° 54' 21'' North latitude by 82° 18' 57" West longitude, or UTM NAD83 Zone 17 T 5,306,600 m North by 401,600 m East.

Figure 4-1 Location of the Dale Property within the Province of Ontario, Canada



Figure 4-2 Location Map of the Dale Property



4.1 Mineral Tenure

The Dale Property is comprised of 98 unpatented single cell mining claims totaling approximately 1,980.5 hectares. The claims, in the Dale Township, are currently 100% in the name of Jean Marc Gaudreau. (Figure 4-3;Table 4-1). All unpatented claims are currently in good standing and active with a due date of October 14, 2026.

4.2 Issuer's Title or Interest in the Property

Jean Marc Gaudreau "Optionor" granted to Synergy the sole and exclusive right and option, subject to the terms of the Agreement, to acquire an undivided 100% interest in the Property free and clear of all Encumbrances save and except for the NSR Royalty (the "Option"). In order to exercise the Option, Synergy must complete the following requirements (the "Option Exercise Requirements"):

a. make aggregate cash payments of $99,000 as follows:

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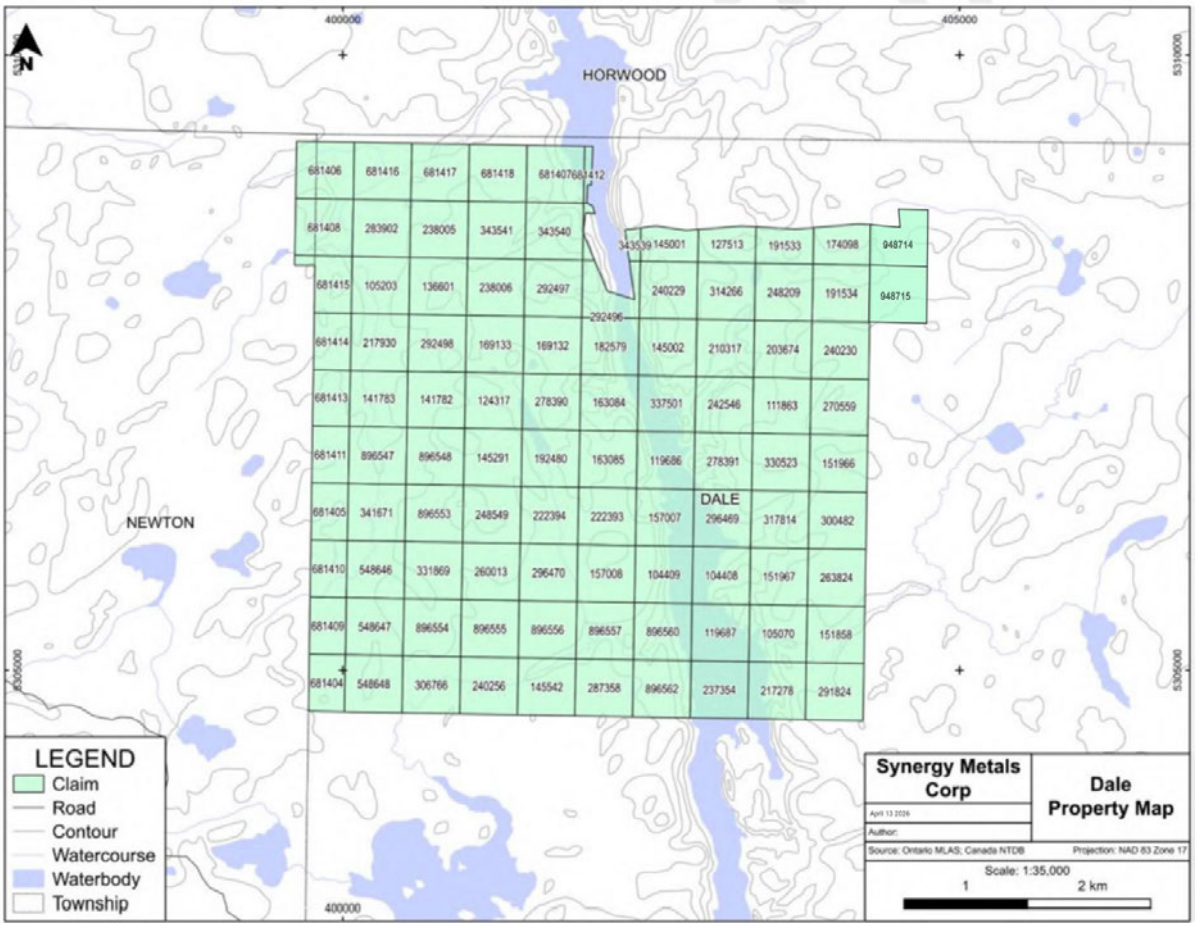
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During the year ended August 31, 2023, Element79 increased the size of its existing 1,735 hectare property by staking an additional 245.5 hectares directly adjacent to the Western and North-Western borders of its existing claims, bringing the total land package to 1,980.5 hectares.

On July 17, 2023, the Company approved the transfer of all rights and data related to the Dale property to its newly created, wholly owned subsidiary, Synergy Metals Corp. ("Synergy Metals"). The Company also plans to spin out and sell Synergy Metals through a plan of arrangement. As a result, the Dale Property was reclassified from exploration and evaluation assets to assets available for sale.

Subsequent to the year ended August 31, 2023, the Company, through its subsidiary, Synergy Metals, entered into a loan agreement with a third-party whereby the third-party loaned $200,000 to Synergy Metals for startup capital, marketing fees, legal fees, listing fees and exploration of the Dale Property for the purposes of preparing for an amalgamation between the Synergy Metals and the third-party. The loan shall be subject to an interest rate of 14% per annum with no payments due in the first calendar year. In year two onward, Synergy agrees to repay the loan amount, together with any accrued interest, in 12 equal consecutive installments of $20,000 each, payable on the fifteenth of each month, starting from a date yet to be determined. The final installment shall include any remaining principal balance, accrued interest, and any outstanding fees or charges. In the event that either Synergy or the third-party are no longer working towards the proposed amalgamation then the entire loan amount, together with any accrued interest, and any outstanding fees or charges, shall become due on demand at the third party's discretion.

Figure 4-3 Dale Property Land Tenure Map



Source: Gaudreau, J.M. (2025)

Table 4-1 Dale Property Unpatented Single Cell and Boundary Cell Mining Claim Data

Township / Area	Tenure ID	Tenure Type	Tenure Status	Work Required	Anniversary Date	Total Work Applied
NEWTON, DALE	681404	Single Cell Mining Claim	Active	400	14-Oct-2026	1200
NEWTON, DALE	681405	Single Cell Mining Claim	Active	400	14-Oct-2026	1200
NEWTON, DALE	681406	Single Cell Mining Claim	Active	400	14-Oct-2026	1200
DALE	681407	Single Cell Mining Claim	Active	400	14-Oct-2026	1200
NEWTON, DALE	681408	Single Cell Mining Claim	Active	400	14-Oct-2026	1200
NEWTON, DALE	681409	Single Cell Mining Claim	Active	400	14-Oct-2026	1200
NEWTON, DALE	681410	Single Cell Mining Claim	Active	400	14-Oct-2026	1200
NEWTON, DALE	681411	Single Cell Mining Claim	Active	400	14-Oct-2026	1200
DALE	681412	Single Cell Mining Claim	Active	400	14-Oct-2026	1200
NEWTON, DALE	681413	Single Cell Mining Claim	Active	400	14-Oct-2026	1200
NEWTON, DALE	681414	Single Cell Mining Claim	Active	400	14-Oct-2026	1200
NEWTON, DALE	681415	Single Cell Mining Claim	Active	400	14-Oct-2026	1200
DALE	681416	Single Cell Mining Claim	Active	400	14-Oct-2026	1200
DALE	681417	Single Cell Mining Claim	Active	400	14-Oct-2026	1200
DALE	681418	Single Cell Mining Claim	Active	400	14-Oct-2026	1200
DALE	104408	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	104409	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	105070	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	105203	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	111863	Single Cell Mining Claim	Active	400	25-Feb-2027	3200

Township / Area	Tenure ID	Tenure Type	Tenure Status	Work Required	Anniversary Date	Total Work Applied
DALE	119686	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	119687	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	124317	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	127513	Single Cell Mining Claim	Active	200	25-Feb-2027	1600
DALE	136601	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	141782	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	141783	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	145001	Single Cell Mining Claim	Active	200	25-Feb-2027	1600
DALE	145002	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	145291	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	151858	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	151966	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	151967	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	157007	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	157008	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	163084	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	163085	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	169132	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	169133	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	174098	Single Cell Mining Claim	Active	200	25-Feb-2027	1600
DALE	182579	Single Cell Mining Claim	Active	400	25-Feb-2027	3200

Township / Area	Tenure ID	Tenure Type	Tenure Status	Work Required	Anniversary Date	Total Work Applied
DALE	191533	Single Cell Mining Claim	Active	200	25-Feb-2027	1600
DALE	191534	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	192480	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	203674	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	210317	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	217278	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	217930	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	222393	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	222394	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	237354	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	238005	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	238006	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	240229	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	240230	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	242546	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	248209	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	248549	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	260013	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	263824	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	270559	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	278390	Single Cell Mining Claim	Active	400	25-Feb-2027	3200

Township / Area	Tenure ID	Tenure Type	Tenure Status	Work Required	Anniversary Date	Total Work Applied
DALE	278391	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	283902	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	291824	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	292496	Single Cell Mining Claim	Active	200	25-Feb-2027	1600
DALE	292497	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	292498	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	296469	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	296470	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	300482	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	314266	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	317814	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	330523	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	331869	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	337501	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	343539	Single Cell Mining Claim	Active	200	25-Feb-2027	1600
DALE	343540	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	343541	Single Cell Mining Claim	Active	400	25-Feb-2027	3200
DALE	548646	Single Cell Mining Claim	Active	400	16-Apr-2027	2400
DALE	548647	Single Cell Mining Claim	Active	400	16-Apr-2027	2400
DALE	548648	Single Cell Mining Claim	Active	400	16-Apr-2027	2400
DALE	948714	Single Cell Mining Claim	Active	400	02-Jun-2027	0

Township / Area	Tenure ID	Tenure Type	Tenure Status	Work Required	Anniversary Date	Total Work Applied
DALE	948715	Single Cell Mining Claim	Active	400	02-Jun-2027	0
DALE	145542	Single Cell Mining Claim	Active	400	21-Jun-2027	3200
DALE	240256	Single Cell Mining Claim	Active	400	21-Jun-2027	3200
DALE	287358	Single Cell Mining Claim	Active	400	21-Jun-2027	3200
DALE	306766	Single Cell Mining Claim	Active	400	21-Jun-2027	3200
DALE	341671	Single Cell Mining Claim	Active	400	21-Jun-2027	3200
DALE	896547	Single Cell Mining Claim	Active	400	21-Jun-2027	3200
DALE	896548	Single Cell Mining Claim	Active	400	21-Jun-2027	3200
DALE	896553	Single Cell Mining Claim	Active	400	21-Jun-2027	3200
DALE	896554	Single Cell Mining Claim	Active	400	21-Jun-2027	3200
DALE	896555	Single Cell Mining Claim	Active	400	21-Jun-2027	3200
DALE	896556	Single Cell Mining Claim	Active	400	21-Jun-2027	3200
DALE	896557	Single Cell Mining Claim	Active	400	21-Jun-2027	3200
DALE	896560	Single Cell Mining Claim	Active	400	21-Jun-2027	3200
DALE	896562	Single Cell Mining Claim	Active	400	21-Jun-2027	3200

4.3 Property Claim Status

The current Property was acquired in April 2018. On April 10, 2018, Ontario converted its manual system of ground and paper staking and maintaining unpatented mining claims to an online mining claim registration system known as the Mining Land Administration System (MLAS). All active, unpatented claims (legacy claims) were converted from their legally defined location by claim posts on the ground or by township survey to a cell-based provincial grid. The provincial grid is built on the latitude- and longitude-based National Topographic System (NTS) and is made up of more than 5.2 million cells each measuring 15 seconds latitude by 22.5 seconds longitude and ranging in size from 17.7 ha in the north to 24 ha in the south. Cells in the Property area are approximately 22 ha in size. Each cell has a unique identifier based on the cell's position in the grid.

Ontario mining claims are now legally defined by their cell position on the grid and UTM coordinate location in the online MLAS Map Viewer. Legacy claims were not cancelled but continue as one or more cell claims or boundary claims that resulted from conversion.

As defined in the Mining Act, a cell claim is a mining claim that relates to all the land included in one or more cells on the provincial grid that is open for mining claim registration. A cell claim is created as a new registration after April 10, 2018, or at conversion where there are one or more legacy claims in a cell, and all are held by the same holder. In this case, if there is more than one legacy claim in a cell, those claims will merge into one cell claim. A cell claim created from conversion can be a minimum of one cell (single cell mining claim or SCMC) though it can be amalgamated to form a multi-cell mining claim (MCMC) up to a maximum of 25 cells.

As defined in the Mining Act, a boundary claim is created at conversion when there are multiple legacy claims within a cell that cannot merge into a cell claim. There are two circumstances where mining claims will not merge into a cell claim:

- When the legacy claims are held by different holders.
- When the legacy claims are held by the same person who chooses to keep them separate by making an election through the Claim Boundary Report process.

Unpatented mining claims include no surface rights however a right to acquire the surface rights for development purposes exists through the Ontario Mining Act. The Mining Act also provides legal access to the land for the purpose of exploration.

Mining claims are generally subject to the following Crown reservations:

- The surface rights over a width of no more than 120 m from the high-water mark where a mining claim includes land covered with water or bordering on water.
- Where a highway or road constructed or maintained by the Ministry of Transportation crosses a mining claim, the surface rights over a width of no more than 90 m, measured from the outside limits of the right.
- of way of the highway or road along both sides of the highway or road
- Sand and gravel reserved.
- Peat reserved.

Certain mining claims also:

- Are MRO or part MRO where all or part of the surface rights within the claim are held by a third party.
- Exclude hydro right of ways.
- Exclude withdrawn areas.

Given the nature of Ontario's MLAS cell-based map staking system, certain cell claims overlap areas which are withdrawn from mineral exploration and development. Such cell claims are referred to as encumbered claims. Features that are an encumbrance on a cell claim include:

- Land that is part of an Indian reserve.
- Provincial Park or a conservation reserve.
- Mining leases except for surface rights only leases.
- Freehold patents except those for surface rights only.

- Licences of occupation.
- Designated protected area in a community-based land use plan under the Far North Act.
- Land withdrawn under the Mining Act from prospecting, registration of mining claim, sale or lease for the following reasons:
    - Land included in a proposed Aboriginal land claim settlement.
    - Land intended to be added to an Indian reserve.
    - Land part of a provincial park, conservation reserve or forest reserve created under Ontario's Living
    - Legacy Land Use Strategy
    - Land that meets the criteria for a site of Aboriginal Cultural Significance
    - Land designated as an area of provisional protection under the Far North Act.

Where a cell or boundary claim overlaps a withdrawn area, the claim holder is only entitled to work on the claim area outside the withdrawn area.

Annual assessment work requirements per mining claim, to be filed on or before the claim due date (anniversary date), are:

- Single cell claim: $400 (unless a cell was encumbered at conversion)
- Multi-cell claim: $400 per cell (unless a cell was encumbered at conversion)
- Boundary claim: $200,

If a cell is encumbered at conversion, the assessment work requirement for a cell claim in that cell will be $200. This special rule applies only if the conversion process results in a claim holder having a cell claim in an encumbered cell. If that cell claim forfeits, the cell will be open for claim registration, subject to the encumbrance but any new cell claim registered for that cell will have the assessment work requirements set at the standard cell claim amount of $400.

4.4 Underlying Agreements

SGS is not aware of any other underlying agreements relevant to the Project.

4.5 Permits and Authorization

The Ontario Mining Act regulations require exploration plans and permits, with graduated requirements for early exploration activities of low to moderate impact undertaken on mining claims, mining leases and licences of occupation. Exploration plans and permits are not required on patented mining claims. To complete any work aside from non-destructive surface sampling, a mineral exploration permit is required.

An application for an exploration permit was submitted on the Property on May 4, 2020, included on the application was diamond drilling, bedrock stripping, line-cutting and geophysical surveys. The permit PR-25-000015 Mechanized Drilling (Assembled Weight >150 kg), Mechanized Stripping (>100 m^2 in 200 metre radius) was approved and issued on July 3, 2025, and expired on July 2, 2028. It is anticipated that SpinCo or the Resulting Issuer will apply for a new permit following the Arrangement and, if applicable, the Amalgamation. All permits are available for viewing on MLAS.

SGS is unaware of any other significant factors and risks that may affect access, title, or the right, or ability to perform the exploration work recommended for the Property.

4.5.1 Exploration Plans and Permits Required under the Mining Act

The Ontario Mining Act regulations require exploration plans and permits, with graduated requirements for early exploration activities of low to moderate impact undertaken on mining claims, mining leases and licences of occupation. Exploration plans and permits are not required on patented mining claims as such work listed under Exploration Plan and Exploration Permit below may be completed provided proper consultations (if applicable) are completed.

There are a number of exploration activities that do not require a plan or permit and may be conducted while waiting for a plan or permit is effective. These may include the following:

- Prospecting activities such as grab/hand sampling, geochemical/soil sampling, geological mapping.
- Stripping/pitting/trenching below thresholds for permits
- Transient geophysical surveys such as radiometric, magnetic
- Other baseline data acquisition such as taking photos, measuring water quality, etc.

Exploration Plan

Those proposing to undertake minimal to low impact exploration plan activities (early exploration proponents) must submit an exploration plan. Early exploration activities requiring an exploration plan include:

- Geophysical activity requiring a power generator.
- Line cutting, where the width of the line is 1.5 m or less.
- Mechanised drilling for the purposes of obtaining rock or mineral samples, where the weight of the drill is 150 kg or less.
- Mechanised surface stripping (overburden removal), where the total combined surface area stripped is less than 100 m^2 within a 200 m radius.
- Pitting and trenching (of rock), where the total volume of rock is between 1 m^3 and 3 m^3 within a 200 m radius.

To undertake the above early exploration activities, an exploration plan must be submitted, and any surface rights owners must be notified. Aboriginal communities potentially affected by the exploration plan activities will be notified by the MNDM and have an opportunity to provide feedback before the proposed activities can be carried out.

Exploration Permit

Those proposing to undertake moderate impact exploration permit activities (early exploration proponents) must apply for an exploration permit. Early exploration activities that require an exploration permit include:

- Line cutting, where the width of the line is more than 1.5 m.
- Mechanised drilling, for the purpose of obtaining rock or mineral samples, where the weight of the drill is greater than 150 kg.
- Mechanised surface stripping (overburden removal), where the total combined surface area stripped is greater than 100 m^2 and up to advanced exploration thresholds, within a 200 m radius.
- Pitting and trenching (rock), where the total volume of rock is greater than 3 m^3 and up to advanced exploration thresholds, within a 200 m radius.

The above activities will only be allowed to take place once the permit has been approved by the MNDM. Surface rights owners must be notified when applying for a permit. Aboriginal communities potentially affected by the exploration permit activities will be consulted and have an opportunity to provide comments and feedback before a decision is made on the permit.

4.6 Environmental Considerations

Synergy Metals has advised SGS that there are no outstanding or pending adverse environmental issues attached to the Property. No mining or other potentially disruptive work has been carried out, on the property, beyond that described in this report.

As far as SGS is aware, the environmental liabilities related to the Project, if any, are negligible.

5 ACCESSIBILITY, CLIMATE, LOCAL RESOURCES, INFRASTRUCTURE, AND PHYSIOGRAPHY

5.1 Accessibility

The Property is easily accessed by driving along Hwy 101 West from Timmins for approximately 90 km, then turning south onto Foleyete Timber Access Road. From the Foleyete Road, major access points include Sultan Road to Dore Forest Haul Road north to the west part of the property and the Kukatush Forest Haul Road to access the east part of the property. Water access is best gained utilizing landings on the north part of Horwood Lake (Figure 4-2).

These forest access roads and the landing allow for access to portions of the property, however a network of additional seasonal and temporary logging roads would permit easy access to other areas of the site by ATV in the summer and winter access via snowmobile.

Historical reports document access to the site from Hwy 144 to the east, however no connecting roads were noted on the satellite imagery at the time of this report. Sections of these roads appear to be discontinuous or grown over.

5.2 Physiography, Climate and Vegetation

The Property is located within the Canadian Shield, which is a major physiographic division of Canada. The property is situated in an area of swamps, lakes, and low rolling hills, with scattered areas of outcrop. Elevation ranges from 330 m to approximately 450 m. Some of the claims have recently been clear cut, while others are covered in a thick regrowth of birch, balsam fir, black spruce, cedar and some jack pine and poplar. The underbrush can be very dense with intergrowths of alder and hazel. The Property is divided into eastern and western sections by the south arm of Horwood Lake. The Property is generally flat, with some north south trending hills/small ridges, scattered bogs, kettle lakes and intermittent creeks and ponds. The shores along the south arm of Horwood Lake which cuts the property shows step gradations to the water's edge.

Water for drilling is readily available from the ponds, small lakes, or Horwood Lake, located within the claim block. Water is also available to the west of the property from a series of ponds and smaller lakes that appear to be near the existing logging roads.

Climate in the Timmins, Ontario region is typical of northern Ontario. During the winter months (Dec-Feb), minimum temperatures of -18˚C to -25˚C are common and snowfalls average about 55 cm per month. Snow is common from Oct to Apr with an average snowfall accumulation of about 3 m. During the summer (Jun-Aug), the daily maximum temperatures range from 20° to 25°C. Extremes of -30°C in winter and over 30 °C in summer are not uncommon.

Mineral exploration programs can be carried out year-round, but drilling operations are best done during the winter months when the ground and wetland areas are frozen and easier for transporting drills and personnel to site.

5.3 Local Resources and Infrastructure

The Property is situated roughly 60 km southeast of the town of Foleyete. This is the nearest place for accommodations, basic fuel, food provisions and the railroad. The City of Timmins (Population 40,000) is approximately 120 km from site by road and is a fully equipped mining community. Chapleau is also approximately 150 km from site and would be a center of interest for materials, equipment and personnel related to exploration activities. The City of Sudbury is approximately 400 km by road and would also be a source of equipment and personnel. Local experienced labour is readily available from the Timmins area.

A full suite of drilling contractors and geochemical lab testing facilities are also available in the Timmins area.

Major power lines run near Hwy 144 approximately 50 km east of the Property. Water for exploration activities is readily available from the lakes and ponds on site.

6 HISTORY

From 1968 to June 1, 2012, the Property was part of a 5-township freehold mining patent that belonged to Algoma Eastern Railways (Algoma-Talisman Minerals Limited). On June 1st, 2012, the ground opened for staking and was acquired by Keystone Associates. On Feb 1st, 2013, Keystone entered an agreement to sell the claims to Jean Marc Gaudreau. Jean Marc Gaudreau entered an agreement with Timothy Martel and subsequently optioned the Property to Element79.

Element79 has increased the size of its existing 1,735-hectare property by staking an additional 245.5 hectares directly adjacent to the western and northwestern borders of its existing claims, bringing the total land package to 1,980.5 hectares.

Synergy Metals Corp. is a wholly owned subsidiary of Element79 created in July of 2023. On July 17, 2023, Element79 announced that it has approved the transfer of all rights and data related to the Dale property, a gold exploration project in Ontario, Canada to Synergy Metals Corp.

6.1 Type, Amount, Quantity, and General Results of Exploration

A complete and comprehensive list of historical work on all claims within the current boundary is not possible as during much of the time, from 1990 until June 1, 2012, the Property was part of the large group of freehold patents controlled by Algoma-Eastern Railways (Algoma-Talisman Minerals Limited owned Mineral Rights) and its predecessors. Work was reportedly conducted under option agreements with a variety of groups including, but not limited to, Placer Dome Canada, Red Pine Exploration Inc. and Greenshield Resources as recently as 2011. Work reportedly included outcrop mapping around Horwood Lake, and sampling. Due to the lands being patents at the time of the work none of these reports were filed with the Ontario government. Based on reports by Ian Johnson in conversation with David Hunt, some of this data has likely been lost during the closure of Placer Dome's Canadian offices and/or the subsequent takeover by Goldcorp. It is unknown and unlikely that the data could be located by contacting patent holders or its current remnants (CP Rail).

Government geological surveys have completed geological mapping programs over the area, large scale geophysical surveys and geochemical surveys.

The Geological Survey of Canada completed reconnaissance style geological mapping through the district in 1929 and 1933. The Ontario Geological Survey completed geological belt scale mapping programs in 1932, 1934, 1935, 1965 and 1977. A compilation of all Ontario government work was completed from 1992 to 1999 on the Swayze Greenstone Belt including mineral deposit inventories and quaternary geological mapping.

The Ontario Geological Survey completed a regional gold grain in till program in 1994 (Bernier, 1995). Through the program, 136 samples were analyzed with a 1,000 km^2 area of the Swayze Greenstone belt. Six of these samples were within the Dale Property boundary of which one returned above 30 grains of gold, sample 4215 at 42 grains, just west of Horwood Lake NAD83 Zone17 401882E 5306400N.

Jean Marc Gaudreau twinned the till sample location of the Ontario Geological Survey sample 4215 and subsequently returned from the lower 1.5-meter depth 114 gold grains of which 9->95% were modified too pristine.

6.1.1 2013 to 2016 Surface Exploration

During the fall of 2013 a six-day field program of sampling and prospecting was completed over the property, a total of 17 samples were taken over the property of which four samples returned anomalous gold, more than 0.10 g/t, in bedrock. Anomalous gold was found in samples taken with quartz veining and chalcopyrite and pyrite alteration along the contact between October Lake mafic volcanics and Dale Stock

diorite intrusive. Two till samples were collected during the 2013 prospecting program to confirm results from the OGS 1995 gold grain in till sample 4215 with 42 grains of gold. The two till samples taken by Jean Marc Gaudreau and Timothy Martel returned 28 and 114 visible gold grains of which 10 and 59 respectively were considered pristine demonstrating a likely local source of gold (Table 6-1, Figure 6-1) (Gaudreau, 2015).

Table 6-1 Gold Grain in till, 2013

Sample Number	Number of Visible Gold Grains				Non-mag HMC Weight (g)	Calculated PPB Visible Gold in HMC			
	Total	Reshaped	Modified	Pristine		total	Reshaped	Modified	Pristine
Dale Till 001	28	9	9	10	39.2	138	54	45	40
Dale Till 002	114	15	40	59	36.7	723	639	45	40

PPB calculated based on assumed nonmagnetic heavy mineral concentrate (HMC) eight equivalent to 1/250th of the table feed

From June 10 to June 13, 2014, four days of prospecting was completed over the property and a further 13 samples were collected for analysis. Only one sample yielded anomalous gold, 0.53 g/t, in the centre of the Dale Dioritic Stock.

Between June 29 and August 1 of 2015, a total of seven days of prospecting were completed and a further 40 samples were collected for analysis. Of the 40 samples, 13 samples yielded anomalous gold, greater than 0.10 g/t.

Between June 15 and the 22, a total of 7 samples were taken by Benton Resources on the property. Only one sample yielded anomalous gold, 0.61 g/t, near the west edge of the Dale Stock.

All of the sampling from 2013 to 2016 are shown on Figure 6-1.

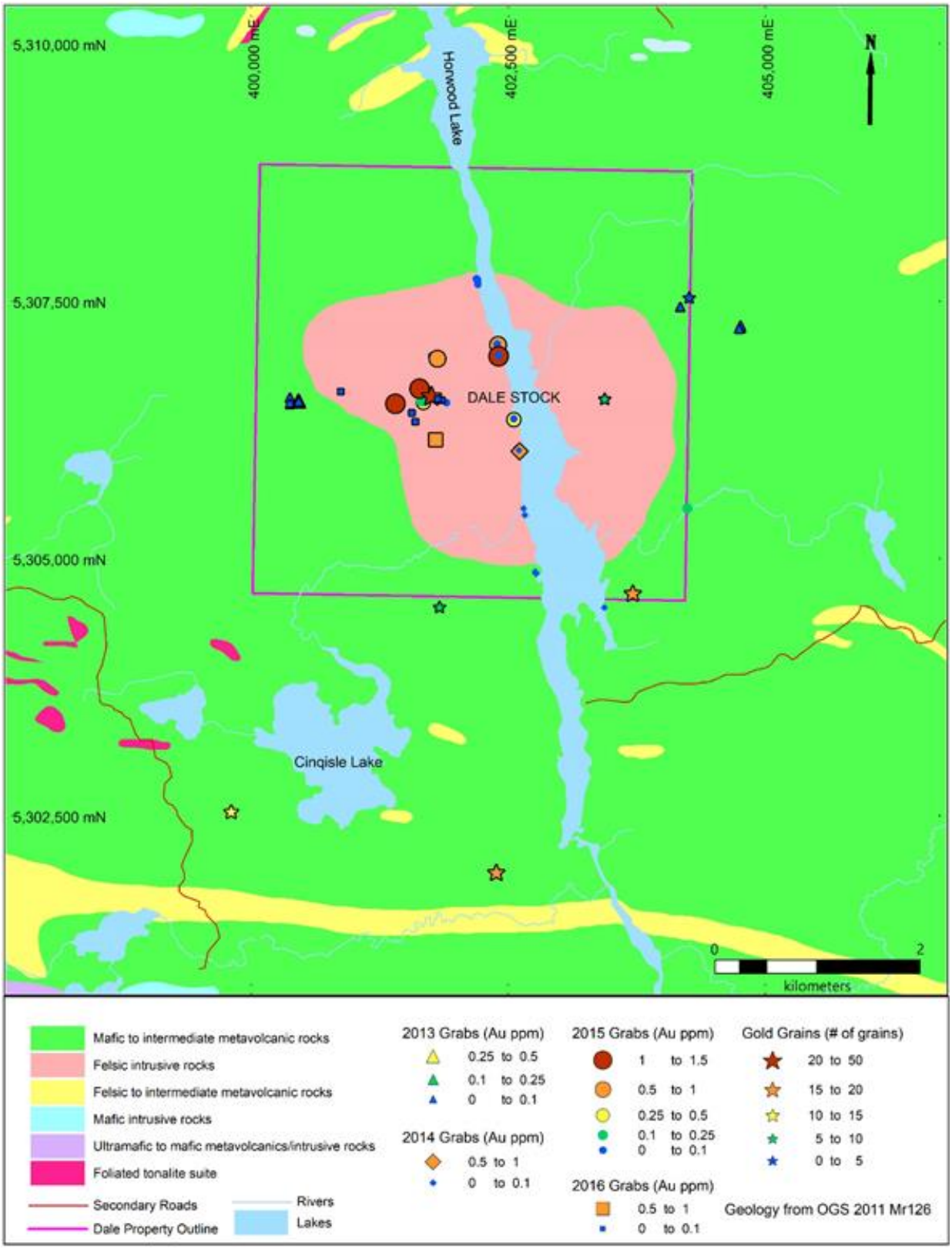
6.2 Historical Mining

The Property is an early-stage exploration property. To the Author's knowledge, there has been no production of any commodity on the Property.

6.3 Historical Mineral Resource and Mineral Reserve Estimates

The Property is an early-stage exploration property. To the Author's knowledge, there have been no historical Mineral Resources or Mineral Reserves estimated on the Property.

Figure 6-1 Grab sample locations. 2013 to 2016 Surface Exploration



7 GEOLOGICAL SETTING AND MINERALIZATION

7.1 Regional and Local Geology

The Dale Property lies within the Swayze greenstone belt ("SGB"). The SGB is a late Archean greenstone belt in northern Ontario, Canada. It is the southwestern extension of the Abitibi greenstone belt (Figure 7-1) The Abitibi greenstone belt is a 2,800-to-2,600-million-year-old greenstone belt that spans across the Ontario–Quebec border in Canada. It is mostly made of volcanic rocks, but also includes ultramafic rocks, mafic intrusions, granitoid rocks, and early and middle Precambrian sediments.

The SGB is dominated by granite-greenstones and contains metavolcanics of komatiitic, tholeiitic, and calc-alkaline composition, turbidite-dominated assemblages, and alkalic metavolcanics. Intrusive units include granitoids, tonalite-trondhjemite-granodiorite batholiths, granodiorite intrusions, and syenite stocks (Jackson and Fyon, 1991). Fabric and structures within the Abitibi subprovince are generally parallel to regional faults, batholiths and assemblage boundaries (Jackson and Fyon, 1991).

The SGB is bordered to the north by the Nat River Granitoid Complex and the Kapuskasing Structural Zone, to the east by the Kenogamissi Batholith and to the south by the Ramsey Algoma Granitoid Complex (

Figure 7-2).

The SGB contains intrusive and extrusive rocks of ultramafic to felsic composition and both chemical and clastic metasedimentary rocks, which together range from 2,739 to 2,695 Ma (Heather, 2001; van Breemen, Heather and Ayer, 2006). Recent work (Ayer, Ketchum and Trowell, 2002) indicates the presence of alkalic volcanic rocks of age 2670±2 Ma in Swayze Township along an east-trending string of gold occurrences such as the Kenty and Rundle deposits. These volcanic rocks are temporally equivalent to the Timiskaming-type basins (2,676 to 2,670 Ma) found in the Abitibi greenstone belt, which are dominated by coarse clastic sedimentary rocks and minor alkalic metavolcanic rocks.

Two gold-rich fault systems, termed the “Rundle high-strain zone” and the “Ridout high-strain zone” (Heather, 2001), extend across the central and southern portions of the SGB, respectively, and both have been proposed as the possible westward extensions of the Larder–Cadillac deformation zone (Atkinson, 2013).

7.2 Property Geology and Mineralization

The Dale Property includes the area surrounding the southern arm of Horwood Lake in the north-central part of Dale Township. Mafic volcanics surround the roughly circular, 2,500 m diameter, 2680 Ma, granodioritic stock known as the Dale Stock which has been the focus of exploration (Gaudreau, 2017) (Figure 7-4). A detailed map of the Horwood Lake and surrounding area including the Dale stock was created by Heather et al. (1995). The stock is described in the Induced Polarization Report (Gaudreau, 2017) as a multi-phased hornblende granodiorite to porphyritic granodiorite with a potassium feldspar megacrystic core and a massive, equigranular margin. Both phases are hematitic and contain hornblendic enclaves.

Mineralization targeted on the property has been primarily Archean lode-gold, quartz vein type mineralization associated with sheared, carbonatized and mineralized wall rock and some brecciation with very little observed sulphide alteration associated. Epidote has been observed in many locations in the Dale Stock however is never present in the mineralized discovery zones. In 2024 a newly discovered albite porphyry was defined as a new discovery potential.

Figure 7-1 Geological Map of the Superior Province, Canada, Divided into Various Subprovinces Based on Major Rock Types and Lithological Origins

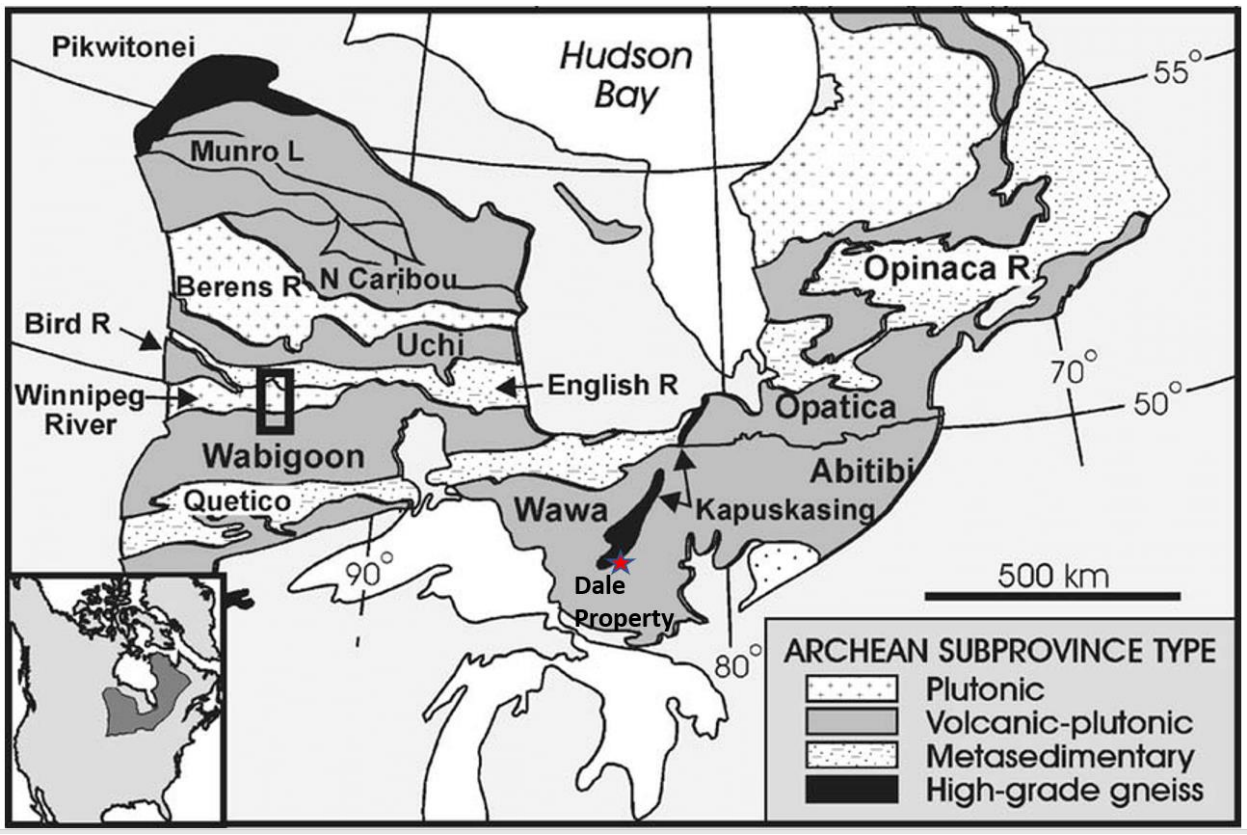


Figure 7-2 Regional Geology of the Property Area

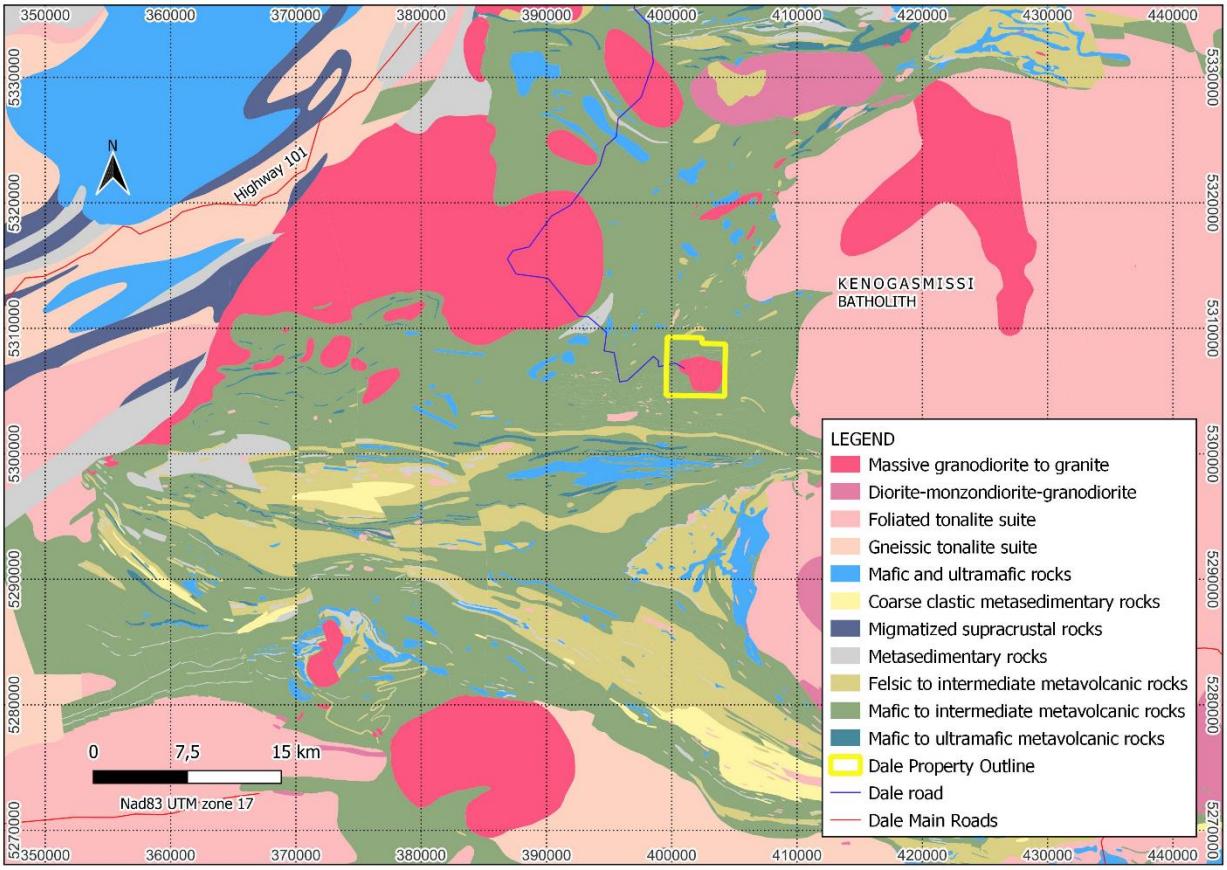


Figure 7-3 Gold Showings and Major Mines and Deposits in the Area Surrounding the Property.

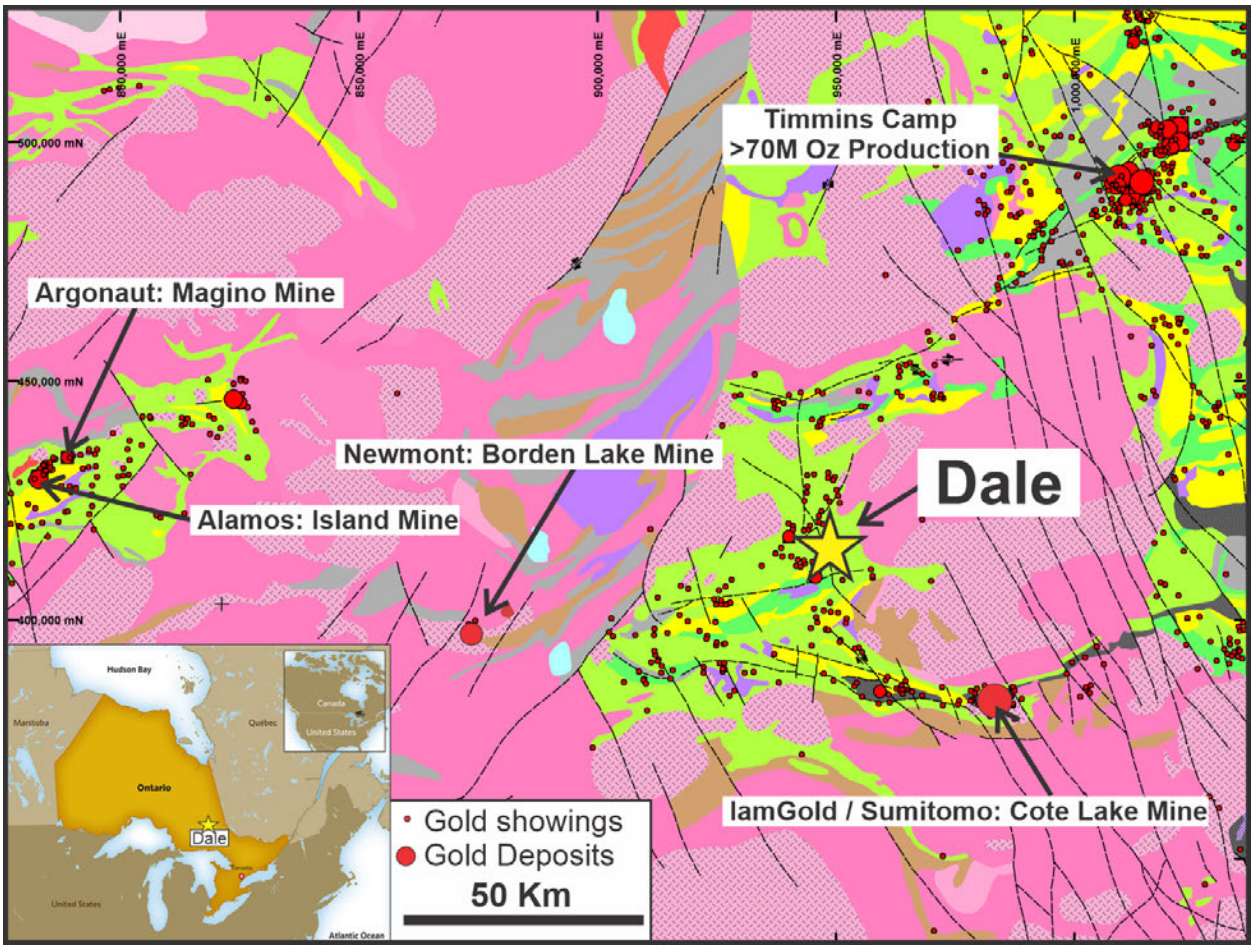
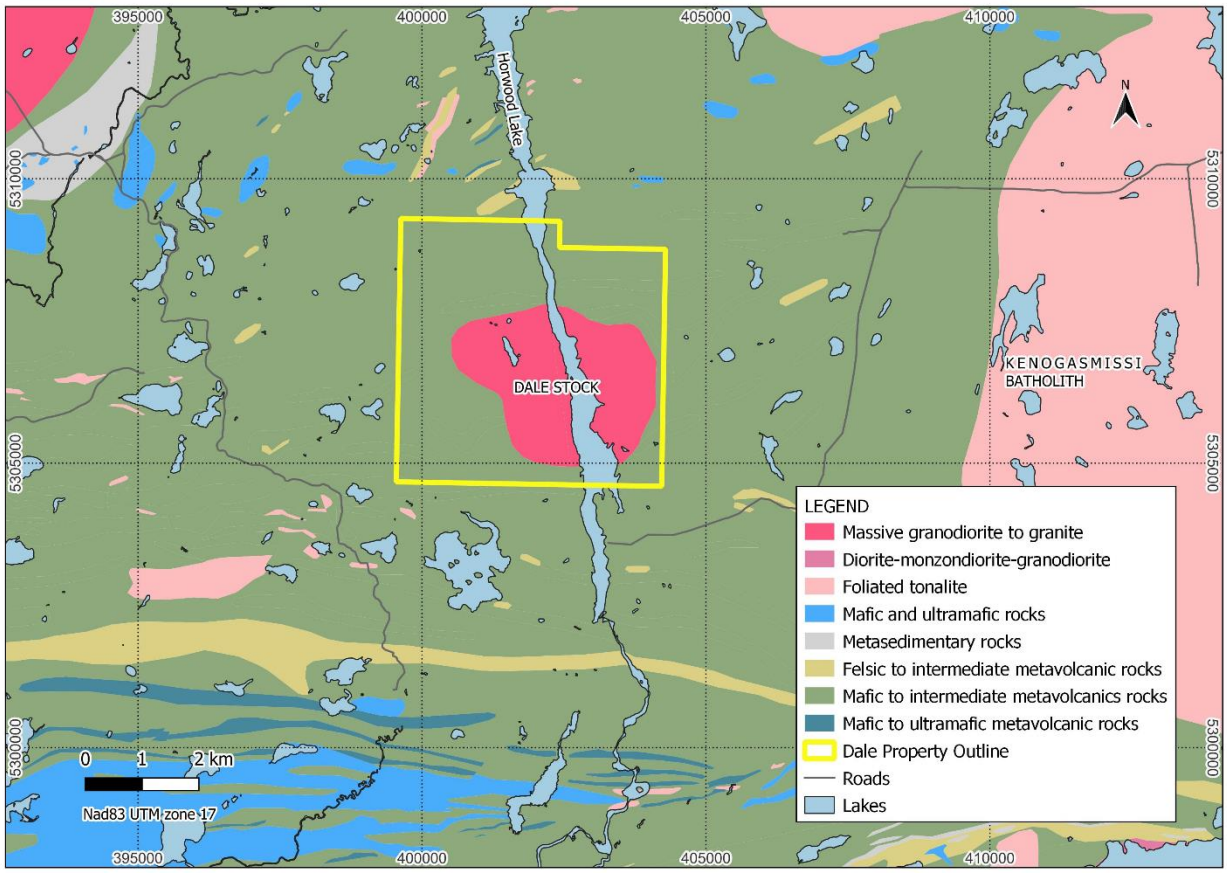


Figure 7-4 Simplified Local Geology of the Property



8 DEPOSIT TYPES

As the Property is an early exploration stage, information is limited. The target on the Property however is an Archean Greenstone-hosted quartz-carbonate vein (Lode) gold deposit, the main type of gold deposit found in the Swayze Greenstone belt. These lode gold deposits are also known as mesothermal, orogenic, lode gold, shear-zone-related quartz-carbonate or gold-only deposits (Dubé and Gosselin, 2007).

Archean Greenstone-hosted quartz-carbonate vein (lode) gold deposits are a significant source of gold mined in the Superior and Slave provinces of the Canadian Shield. Dubé and Gosselin (2007) have recently published an overview of greenstone hosted gold deposits in Canada. These deposits are typically quartz-carbonate vein hosted and are distributed along crustal-scale fault zones that mark convergent margins between major lithological boundaries such as those between volcano-plutonic and sedimentary domains.

The following description of Greenstone-hosted quartz–carbonate vein deposits is extracted from Dubé and Gosselin (2007).

Greenstone-hosted quartz-carbonate vein deposits are structurally controlled, complex epigenetic deposits that are hosted in deformed and metamorphosed terranes. They consist of simple to complex networks of gold-bearing, laminated quartz-carbonate fault-fill veins in moderately to steeply dipping, compressional brittle-ductile shear zones and faults, with locally associated extensional veins and hydrothermal breccias. They are dominantly hosted by mafic metamorphic rocks of greenschist to locally lower amphibolite facies and formed at intermediate depths (5-10 km). Greenstone-hosted quartz-carbonate vein deposits are typically associated with iron-carbonate alteration. The relative timing of mineralization is syn- to late-deformation and typically post-peak greenschist-facies or syn-peak amphibolite facies metamorphism.

Gold is mainly confined to the quartz-carbonate vein networks but may also be present in significant amounts within iron-rich sulphidized wall rock. Greenstone-hosted quartz-carbonate vein deposits are distributed along major compressional to transpressional crustal-scale fault zones in deformed greenstone terranes of all ages, but are more abundant and significant, in terms of total gold content, in Archean terranes. However, a significant number of world-class deposits (>100 t Au) are also found in Proterozoic and Paleozoic terranes.

The main gangue minerals in greenstone-hosted quartz-carbonate vein deposits are quartz and carbonate (calcite, dolomite, ankerite, and siderite), with variable amounts of white micas, chlorite, tourmaline, and sometimes scheelite. The sulphide minerals typically constitute less than 5 to 10% of the volume of the orebodies. The main ore minerals are native gold with, in decreasing amounts, pyrite, pyrrhotite, and chalcopyrite and occur without any significant vertical mineral zoning. Arsenopyrite commonly represents the main sulphide in amphibolite-facies rocks and in deposits hosted by clastic sediments. Trace amounts of molybdenite and tellurides are also present in some deposits.

This type of gold deposit is characterized by moderately to steeply dipping, laminated fault-fill quartz-carbonate veins in brittle-ductile shear zones and faults, with or without fringing shallow-dipping extensional veins and breccias. Quartz vein textures vary according to the nature of the host structure (extensional vs. compressional). Extensional veins typically display quartz and carbonate fibres at a high angle to the vein walls and with multiple stages of mineral growth, whereas the laminated veins are composed of massive, fine-grained quartz. When present in laminated veins, fibres are subparallel to the vein walls.

Individual vein thickness varies from a few centimetres up to 5 metres, and their length varies from 10 up to 1000 m. The vertical extent of the orebodies is commonly greater than 1 km and reaches 2.5 km in a few cases.

The gold-bearing shear zones and faults associated with this deposit type are mainly compressional and they commonly display a complex geometry with anastomosing and/or conjugate arrays. The laminated quartz-carbonate veins typically infill the central part of, and are subparallel to slightly oblique to, the host

structures. The shallow-dipping extensional veins are either confined within shear zones, in which case they are relatively small and sigmoidal in shape, or they extend outside the shear zone and are planar and laterally much more extensive.

Stockworks and hydrothermal breccias may represent the main mineralization styles when developed in competent units such as the granophyric facies of differentiated gabbroic sills, especially when developed at shallower crustal levels. Ore-grade mineralization also occurs as disseminated sulphides in altered (carbonatized) rocks along vein selvages. Due to the complexity of the geological and structural setting and the influence of strength anisotropy and competency contrasts, the geometry of vein networks varies from simple (e.g. Silidor deposit), to fairly complex with multiple orientations of anastomosing and/or conjugate sets of veins, breccias, stockworks, and associated structures. Layer anisotropy induced by stiff differentiated gabbroic sills within a matrix of softer rocks, or, alternatively, by the presence of soft mafic dykes within a highly competent felsic intrusive host, could control the orientation and slip directions in shear zones developed within the sills; consequently, it may have a major impact on the distribution and geometry of the associated quartz-carbonate vein network. As a consequence, the geometry of the veins in settings with large competence contrasts will be strongly controlled by the orientation of the hosting bodies and less by external stress. The anisotropy of the stiff layer and its orientation may induce an internal strain different from the regional one and may strongly influence the success of predicting the geometry of the gold-bearing vein network being targeted in an exploration program.

The veins in greenstone-hosted quartz-carbonate vein deposits are hosted by a wide variety of host rock types; mafic and ultramafic volcanic rocks and competent iron-rich differentiated tholeiitic gabbroic sills and granitoid intrusions are common hosts. However, there are commonly district-specific lithological associations acting as chemical and/or structural traps for the mineralizing fluids as illustrated by tholeiitic basalts and flow contacts within the Tisdale Assemblage in Timmins. A large number of deposits in the Archean Yilgarn craton are hosted by gabbroic ("dolerite") sills and dykes as illustrated by the Golden Mile dolerite sill in Kalgoorlie, whereas in the Superior Province, many deposits are associated with porphyry stocks and dykes. Some deposits are also hosted by and/or along the margins of intrusive complexes (e.g. Perron-Beaufort/North Pascalis deposit hosted by the Bourlamaque batholith in Val d'Or. Other deposits are hosted by clastic sedimentary rocks (e.g. Pamour, Timmins).

The metallic geochemical signature of greenstone-hosted quartz-carbonate vein orebodies is Au, Ag, As, W, B, Sb, Te, and Mo, typically with background or only slightly anomalous concentrations of base metals (Cu, Pb, and Zn). The Au/Ag ratio typically varies from 5 to 10. Contrary to epithermal deposits, there is no vertical metal zoning. Palladium may be locally present.

At a district scale, greenstone-hosted quartz-carbonate vein deposits are associated with large-scale carbonate alteration commonly distributed along major fault zones and associated subsidiary structures. At a deposit scale, the nature, distribution, and intensity of the wall-rock alteration is controlled mainly by the composition and competence of the host rocks and their metamorphic grade.

Typically, the proximal alteration haloes are zoned and characterized – in rocks at greenschist facies – by iron-carbonatization and sericitization, with sulphidation of the immediate vein selvages (mainly pyrite, less commonly arsenopyrite).

Altered rocks show enrichments in CO_2, K_2O, and S, and leaching of Na_2O. Further away from the vein, the alteration is characterized by various amounts of chlorite and calcite, and locally magnetite. The dimensions of the alteration haloes vary with the composition of the host rocks and may envelope entire deposits hosted by mafic and ultramafic rocks. Pervasive chromium- or vanadium-rich green micas (fuchsite and roscoelite) and ankerite with zones of quartz-carbonate stockworks are common in sheared ultramafic rocks. Common hydrothermal alteration assemblages that are associated with gold mineralization in amphibolite-facies rocks include biotite, amphibole, pyrite, pyrrhotite, and arsenopyrite, and, at higher grades, biotite/phlogopite, diopside, garnet, pyrrhotite and/or arsenopyrite, with variable proportions of feldspar, calcite, and clinozoisite. The variations in alteration styles have been interpreted as a direct reflection of the depth of formation of the deposits.

The alteration mineralogy of the deposits hosted by amphibolite-facies rocks, in particular the presence of diopside, biotite, K-feldspar, garnet, staurolite, andalusite, and actinolite, suggests that they share analogies with gold skarns, especially when they (1) are hosted by sedimentary or mafic volcanic rocks, (2) contain a calc-silicate alteration assemblage related to gold mineralization with an Au-As-Bi-Te metallic signature, and (3) are associated with granodiorite-diorite intrusions. Canadian examples of deposits hosted in amphibolite-facies rocks include the replacement-style Madsen deposit in Red Lake and the quartz-tourmaline vein and replacement-style Eau Claire deposit in the James Bay area.

9 EXPLORATION

The most recent exploration activities on the Property have been prospecting, grab sampling, collection of a float sample and cutting one channel sample. A total of 29 samples were sent for analysis and several returned anomalous gold values.

Bedrock trenching and soil sampling were carried out by Fladgate Exploration Consulting Corporation (a total of 83 rock samples and 49 soil samples were taken) in the fall of 2021 (Hrkac, 2022) and prospecting by Marc Gaudreau in July 2023 (total of 31 rocks samples).

Multiple geophysical surveys have been carried out by Dan Patrie Exploration at the request of Jean Marc Gaudreau, the owner of the Property. All three of the Induced Polarization (gradient array) Surveys (IP) were carried out by Dan Patrie Exploration P.O. Box 45, Massey Ontario. The surveys were completed in winter 2016-2017 from December to January, fall of 2018, and from December 1st to December 20th and February 2020.

On July 29, 2019, Jean Marc Gaudreau prospected a new forestry cut area and checked IP anomalies by taking 6 grab samples.

On May 10, 2020, Marc Gaudreau collected two grab samples while touring the Property. These two samples DALE-2020-01 and 02 returned 3.82 g/t and 0.167 g/t gold. The former represents the highest-grade sample collected to date on the Dale Property.

In August 2020, E79 contracted Marc Gaudreau to conduct a 3-day prospecting program, which collected 18 grab samples, the highest of which ran 1.57 g/t gold. Three follow up samples to 3.82 g/t gold sample were collected from a northeast trending 1-2 metre wide shear over approximately 10 metre strike, which ran 0.647 g/t, 1.57 g/t and 0.061 g/t gold respectively. These follow up samples confirmed the gold mineralized nature of this structure.

In late February 2021, E79 contracted Pioneer Exploration Consultants Ltd (Pioneer Exploration) to conduct an airborne magnetic survey on the Property totaling 463.80 line-kilometre.

In September and October 2021, E79 contracted Fladgate Exploration Consulting Corporation to conduct a trenching, prospecting and soil sampling program. A total of 5 trenches were excavated with a total of 83 channel and grab samples collected. Only 3 of the 5 trenches were able to be fully washed and channel sampled due to the onsite of winter temperatures, however grab samples were collected from all 5 trenches.

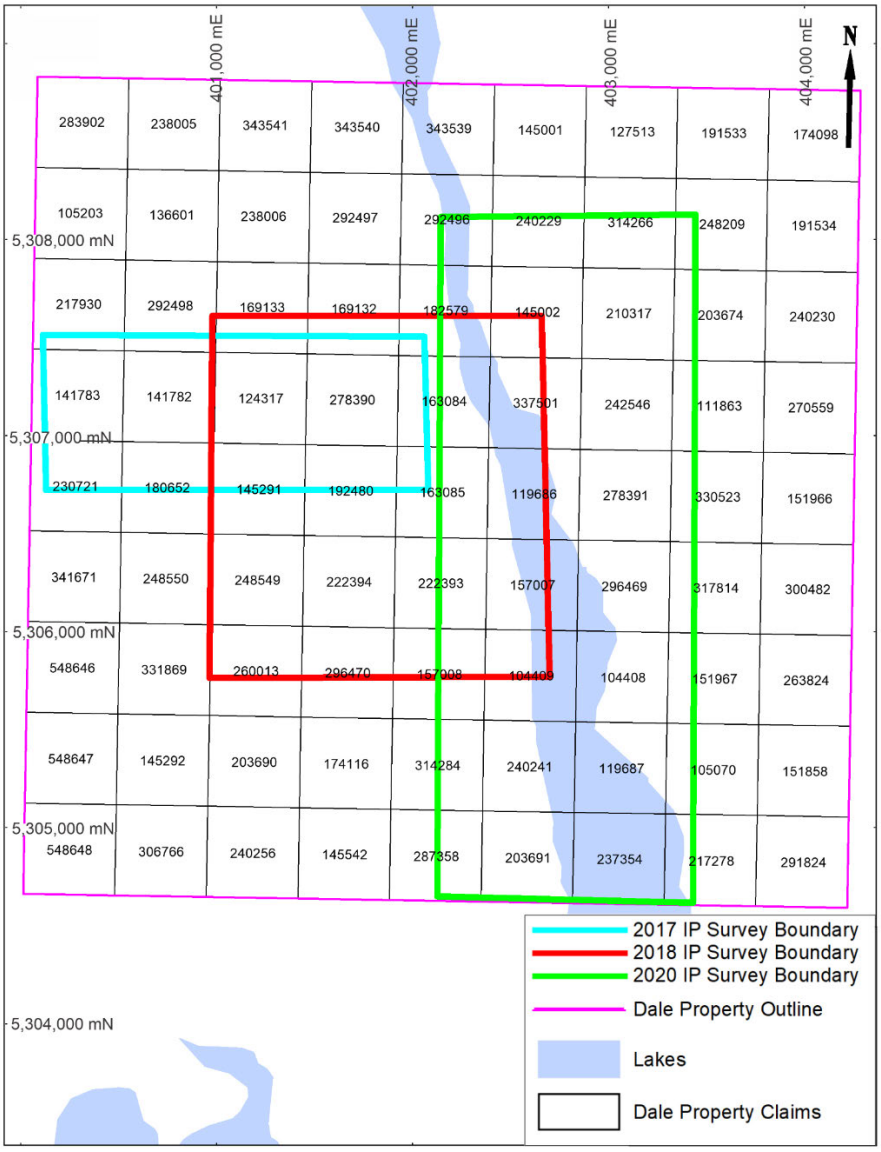
Trench 3 returned the most significant grades with the highest grab sample returning 2.6 g/t Au. Trench 3 was the location of a historic prospecting sample collected by the vendor of the property, which returned 3.8 g/t Au.

Additionally, 49 B horizon soil samples were collected on a test grid surrounding Trench 5, the highest of which returned 54ppb Au, with 8 of the 49 samples returning anomalous values (>10 pbb Au), suggesting soil sampling is an effective exploration tool on the project.

The 2021 fall program was invaluable in better understanding the nature of the gold mineralization. The trenches exposed several 1 to 2 metre wide, steeply dipping, northeast trending shears in the Dale Stock granodiorite. Several of these shears were localized around more ductile, strongly carbonate altered mafic dykes. The shears possess strong carbonate and sericite alteration along with disseminated pyrite and local silicification and chalcopyrite. The shears are anomalous in gold which several samples returning >0.1 g/t Au.

In late July 2023, E79 contracted Marc Gaudreau to conductor an 8 day prospecting program using at SHERP all terrain vehicle which returned up to 1.1 g/t, including anomalous molybdenum up to 0.3% associated with two gold samples which returned >1 g/t.

Figure 9-1 Location of 2016 to 2020 Geophysics Grids



9.1 2016 - 2017 Induced Polarization Survey (gradient array)

The equipment used to complete the IP survey included the Walcer Induced Polarization System (MG 12A generator, Walcer TX 10KW transmitter, Scintrex IPR12 receiver) and Garmin GPS62 hand held GPS units. The survey grid was designed to test for surface sulphide conductors over a sector of the property that could not entirely be prospected due to a lack of outcrop, low bog, swamp, and water. The grid also maximized the limit of the generator electrode chargeability set up. The west boundary of the grid was

designed to capture the contact of the mafic volcanic rocks and felsic Dale Stock along the trend where previous mapping and sampling recognized low gold values.

The survey grid lines spaced at 50 metres and readings taken at every 25 metres. Where significant line anomalies occurred, the grid was tightened to 25-metre spacing and readings at every 25 metres.

The gradient-array Induced Polarization survey identified seven zones, or areas, A, B, C,D, E, F and G, on the Property with increased to anomalous chargeability with corresponding resistivity lows of which are of particular interest to confirm if disseminated pyrite mineralization is present (Figure 9-2 and Figure 9-3). These seven areas may represent sulphide bearing zones. Zones A and C are coincident with gold-bearing locations from previous exploration programs.

Anomaly A, located under the water of an unnamed small lake which is proven to be part of a “splay fault” or conjugate fault intersect associated with dikes on the east and confirmed gold up to 1 g/t to the south.

Anomaly B, located along the west contact of the mafic volcanic and felsic Dale Stock. This location has not been ground-truthed. South of this location low gold values were confirmed on the contact between mafic volcanics and the Dale Stock and potassic, carbonate, ankerite and chloritic alteration was observed in outcrop. The anomalous area appears in Google Earth to be in a low-lying area without outcrop.

Anomaly C, a small part of this anomalous area has been prospected but no samples taken in 2016. The area was targeted to confirm if gold is associated with the potassic alteration in outcrop and multi-directional veining.

Anomalies D, E, F & G, areas have not been explored. There is most likely shallow overburden over these areas. The anomalous areas are smaller than 100 m diameter. Previous testing of locations in this core area of the intrusive have not returned anomalous gold however the chargeability and supporting resistivity in areas having an apparent north-south strike may have continuity and potential to be sulphide-bearing structures that are indicators of potential for gold mineralization.

Figure 9-2 Gradient Array IP Chargeability with Zones of Interest, 2016 - 2017 Induced Polarization Survey

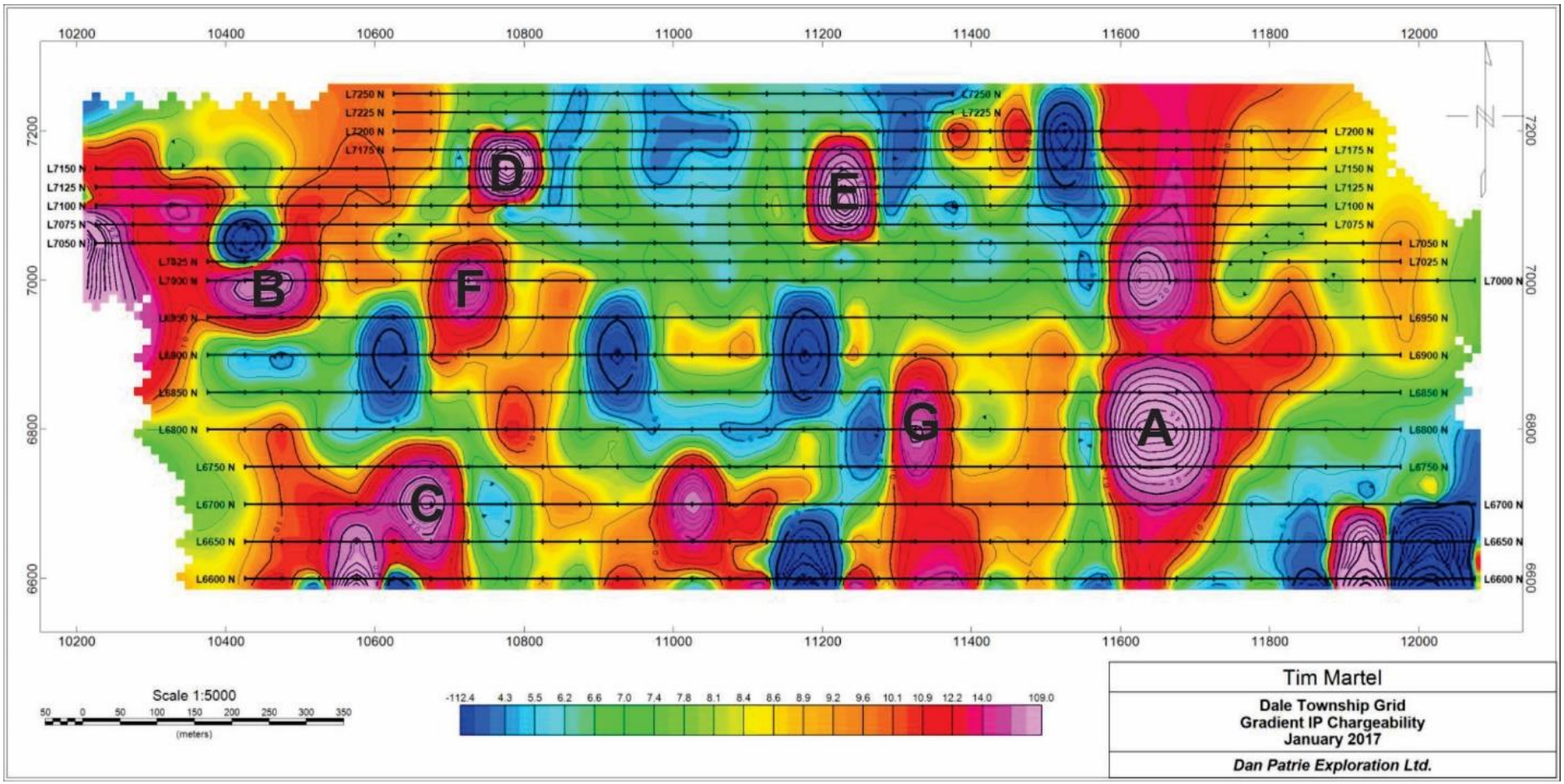
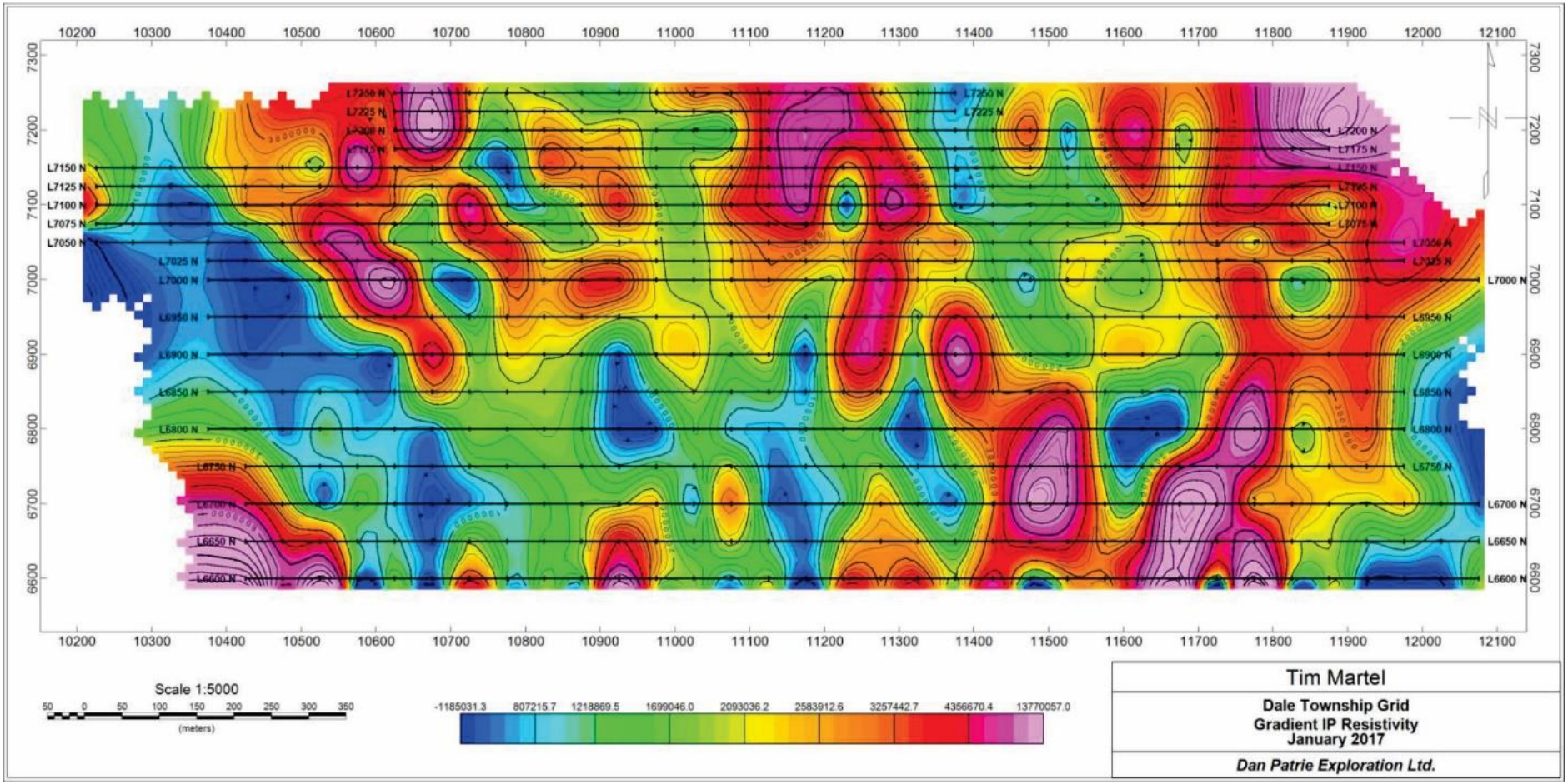


Figure 9-3 Gradient Array IP Resistivity, 2016 - 2017 Induced Polarization Survey



9.2 2018 – 2019 Induced Polarization Survey (gradient array)

An IP survey was completed in the fall of 2018, from December 1 to December 20. The survey included 19 lines, totaling 20.25 km prepared for an Induced Polarization gradient array (Figure 9 4 and Figure 9 5). The lines were laid out in an east-west direction. The survey was intended to extend the 2017 survey to the west and south.

The Induced Polarization (gradient) Survey identified multiple areas of anomalous chargeability's supported by resistivity suggesting the presence of near surface sulphide source which may indicate potential gold-bearing zones based on the observed and assay proven, gold mineralization within the Dale Stock and contact rocks.

Figure 9-4 Gradient Array Chargeability, 2018 – 2019 Induced Polarization Survey

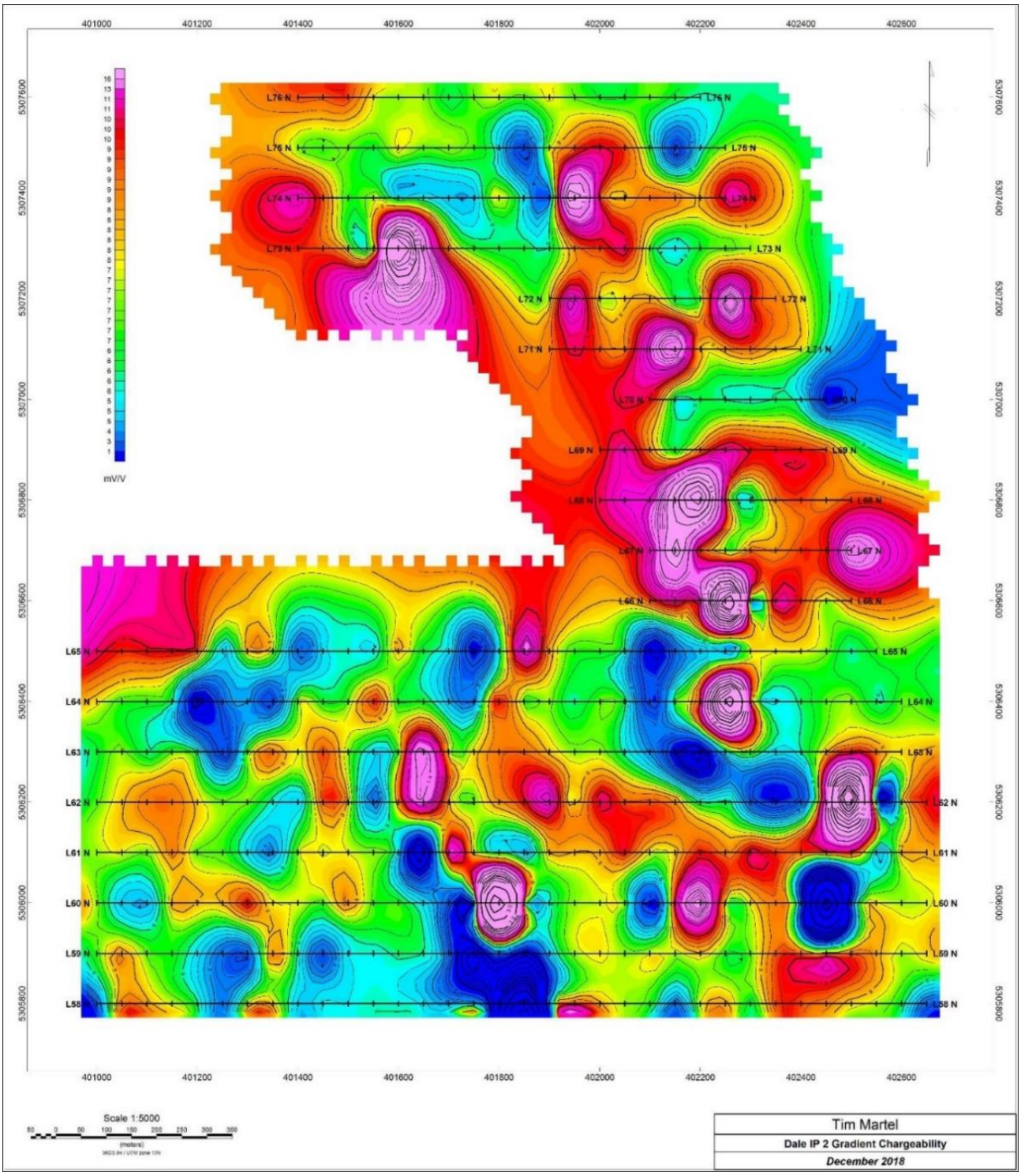
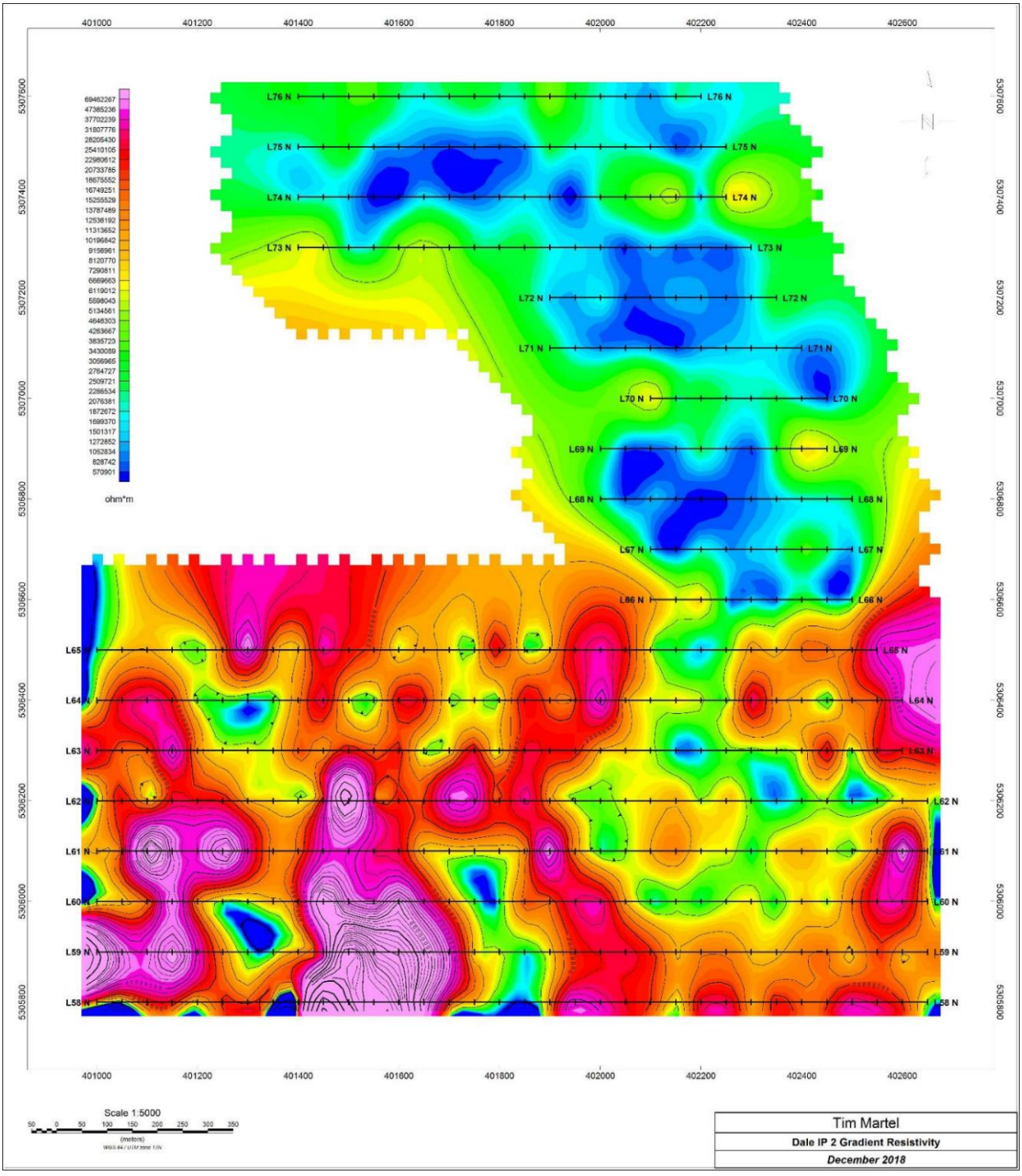


Figure 9-5 Gradient Array Resistivity, 2018 – 2019 Induced Polarization Survey

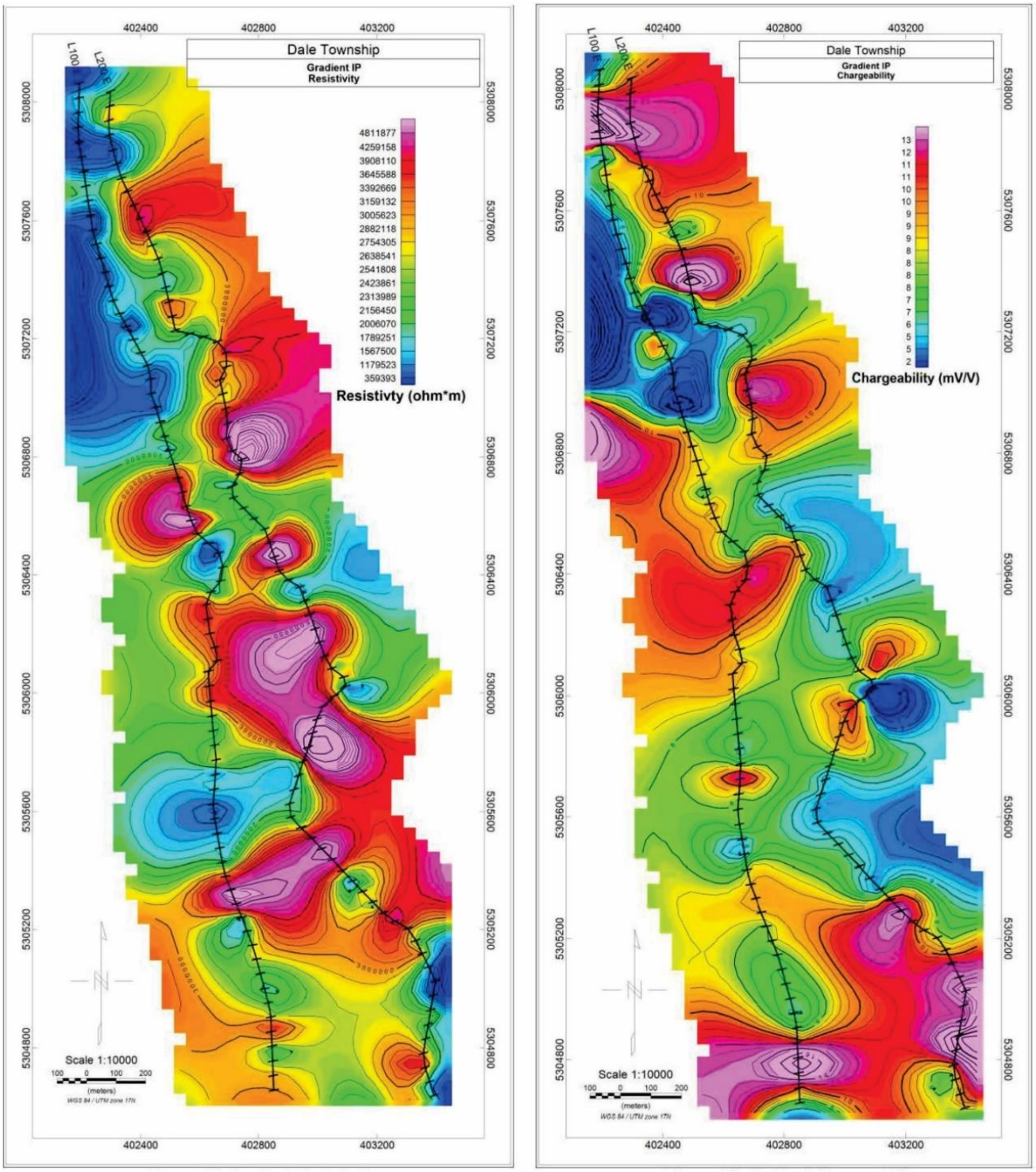


9.3 2020 Induced Polarization Survey (gradient array)

An IP survey was completed in February of 2020. The survey included two lines, totaling 7.65 km prepared for an Induced Polarization gradient array (Figure 9-6). The lines were laid out in a north-south direction over the ice along the shoreline of Horwood Lake. The survey was intended to extend the 2017 and 2018 surveys across to the east shore of Horwood Lake.

The Induced Polarization (gradient) Survey identified multiple areas of anomalous chargeability supported by resistivity suggesting the presence of a near surface sulphide source which may indicate potential gold-bearing zones.

Figure 9-6 Gradient Array IP Resistivity and Chargeability



9.4 2021 Drone Based Aeromagnetic Survey

From February 19 to March 3, 2021, Pioneer Exploration Consultants Ltd. of to conduct a drone-based magnetometer survey over at the request of Element79. The survey consisted of 464 km of survey lines at 25 m line spacing covering a 3.7 by 2.8 km (Figure 9-7, Figure 9-8 and Figure 9-9). The detailed mag survey highlighted the contacts of the Dale stock, as well as several N-S faults. Of particular note are the strongly magnetic volcanic rocks in the southwestern part of the survey areas, these may represent favorable iron-rich chemical traps for gold mineralization fluids.

The outline of the Dale stock is clearly visible in the magnetic survey, as are several strong N-S trending faults which appear to have some considerable vertical movement as indicated by the changes in intensity of the Mag across these structures (Figure 9-7). These later N-S faults form strong topographic lineaments in the Swayze greenstone belt and surrounding area. Of particular interest are several more discrete NE trending structures, along the western contact of the Dale stock, the highest-grade mineralization found to date (3.82 g/t Au) on the Property is found in a NE trending shear (Figure 9-7, Figure 9-8 and Figure 9-9).

Figure 9-7 2021 Drone magnetic Survey, Total Field:

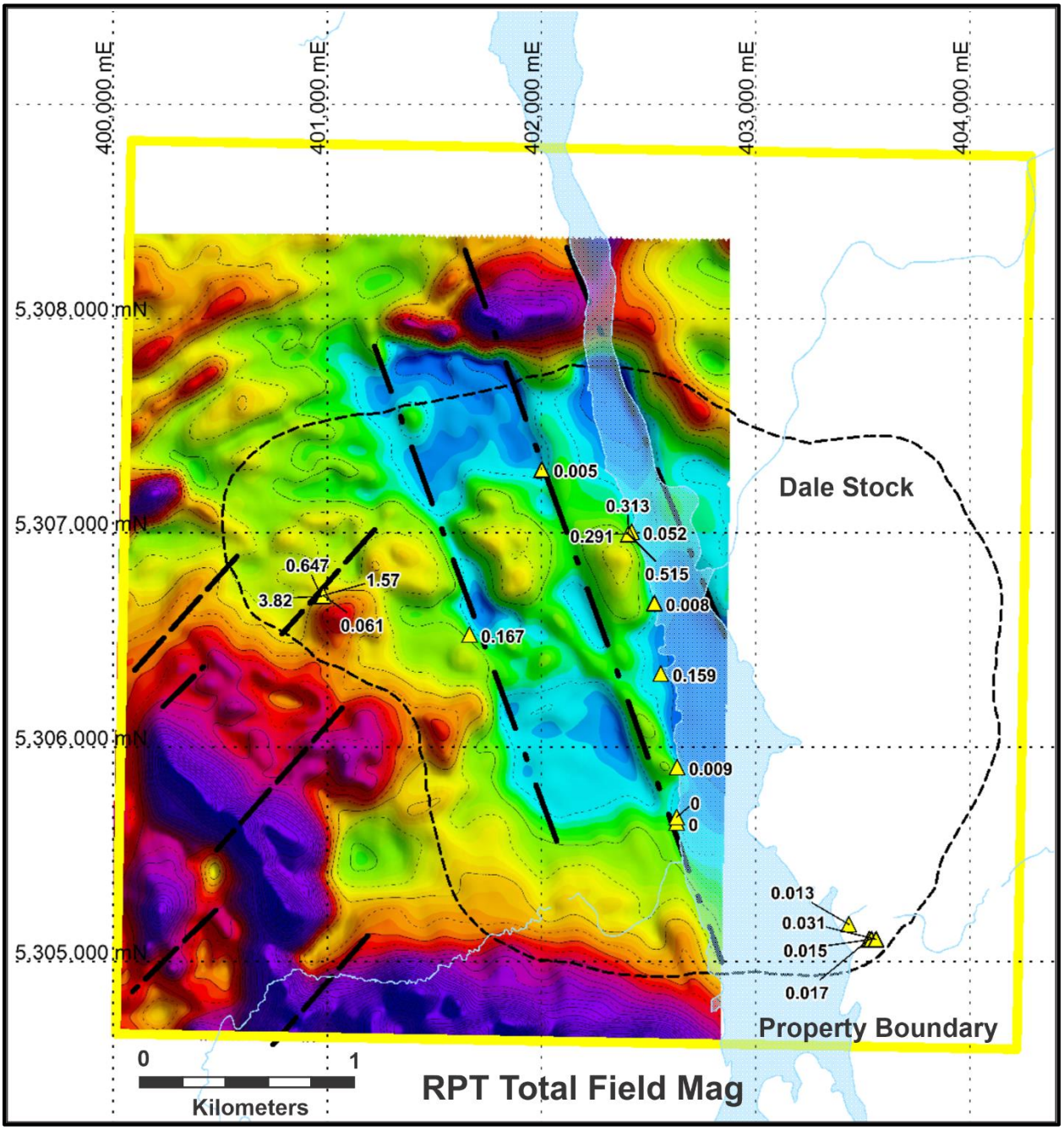


Figure 9-8 2021 Drone magnetic Survey, 1st Vertical Derivative

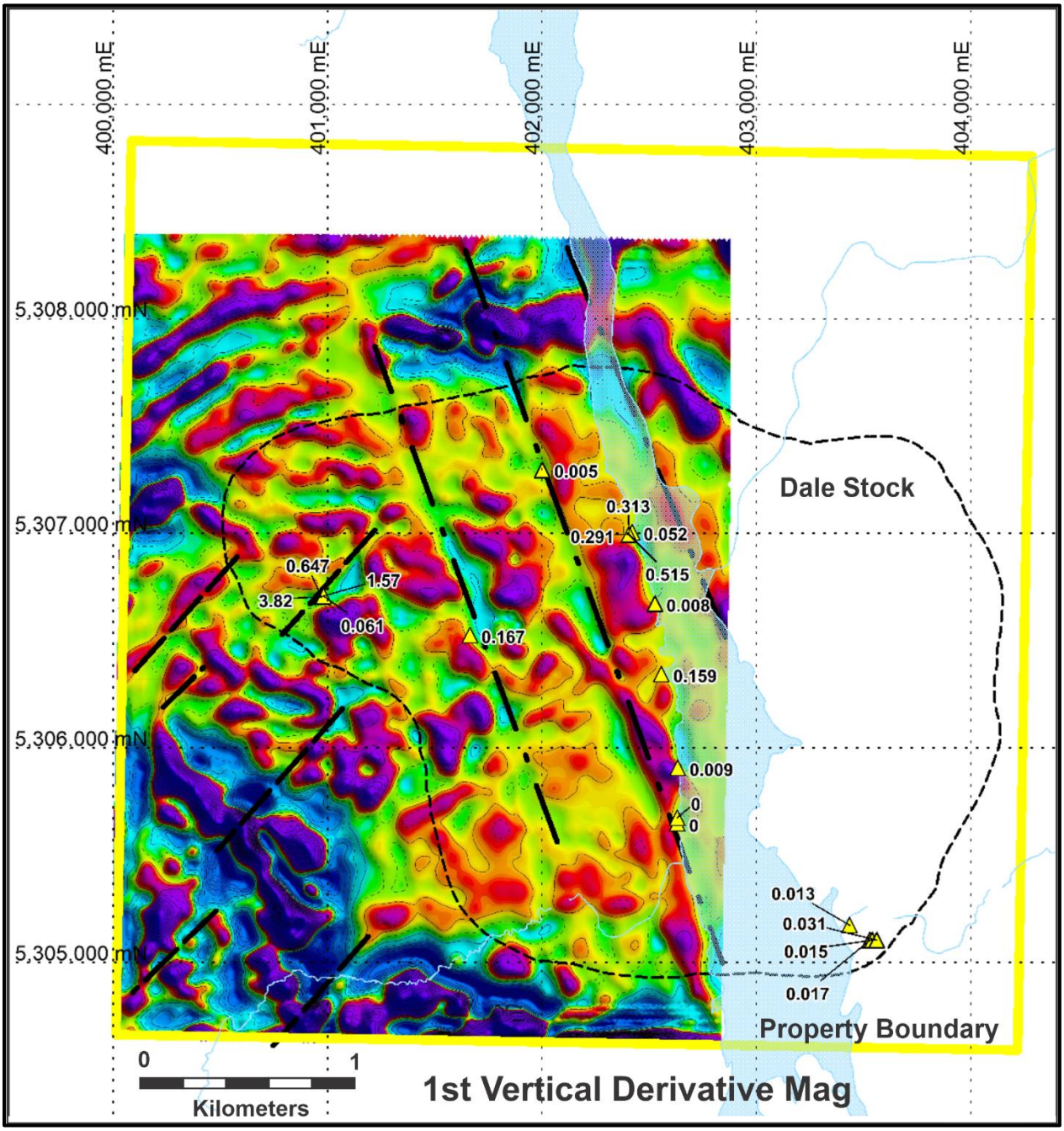
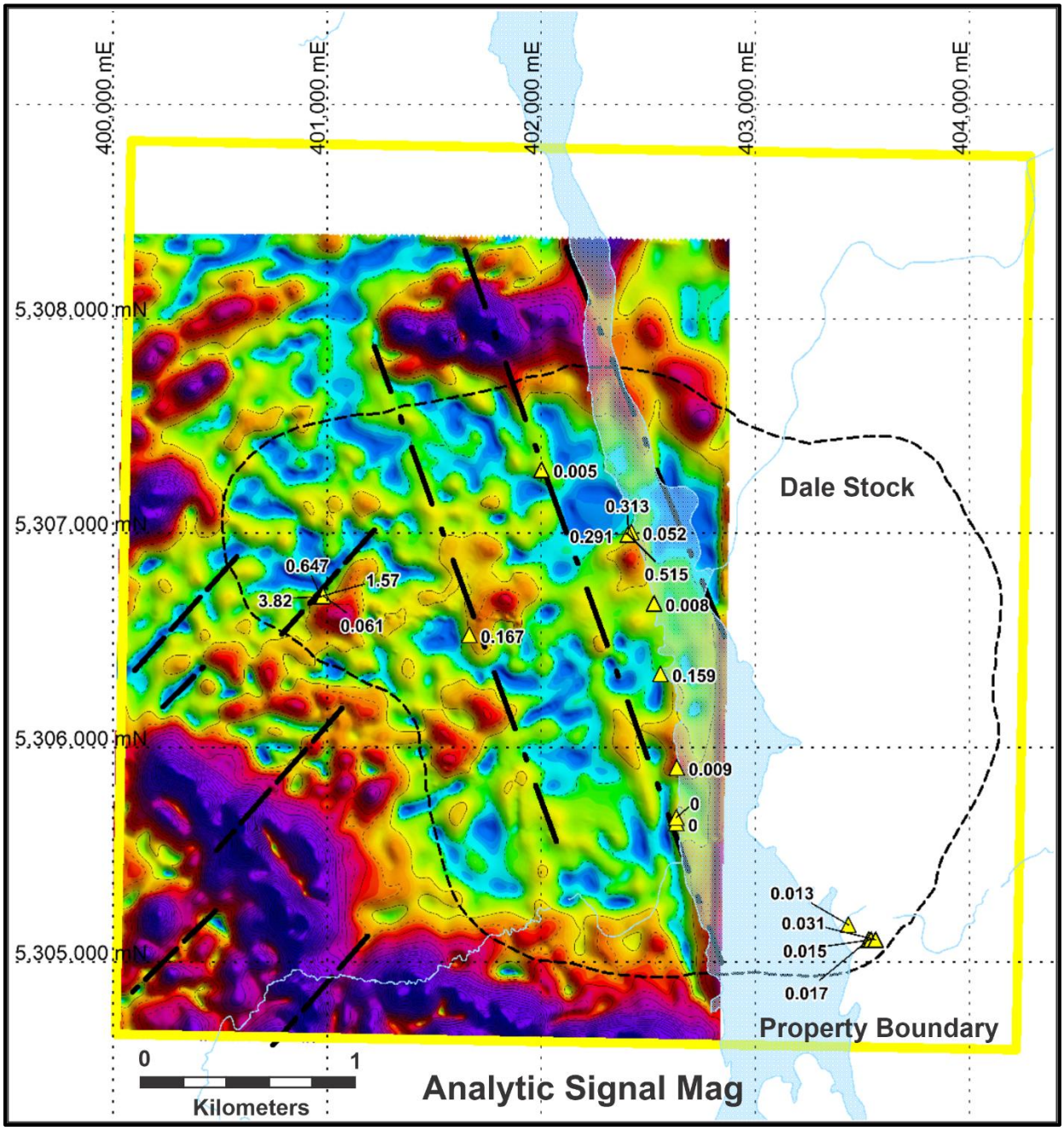


Figure 9-9 2021 Drone magnetic Survey, Analytic Signal



9.5 2019 Prospecting

In 2019, new forestry cut areas were prospected and sampled to confirm previous geophysical surveys IP anomalies. Results from the grab samples are illustrated in Table 9-1. Out of the 6 samples, only 1 returned an anomalous gold, 0.74 g/t.

Table 9-1 Grab sample results from 2019 Prospecting

Sample	Easting	Northing	Au ppm	Rock Type	Notes
DALE-2019-50	400,720	5,306,721	0.74	metagabbro	shear, diss py
DALE-2019-51	400,740	5,306,721	<0.45	porphyry	contact
DALE-2019-52A	400,404	5,304,899	<0.45	andesite	qv, diss py
DALE-2019-52B	400,404	5,304,899	<0.45	andesite	carb, 1% diss py
DALE-2019-52C	400,404	5,304,899	<0.45	andesite	carb, diss py
DALE-2019-53	400,977	5,305,681	<0.45	metagabbro	<1% diss py

9.6 2020 Prospecting

In 2020, 3 check samples were collected and sent to Activation Laboratories Ltd. and analysed by FA-AA. Samples returned up to 0.388 g/t Au confirming anomalous gold mineralization. Check sample results are illustrated in Table 9-2.

Table 9-2 2020 Check Sample Results

Historic Sample ID	Marc Gaudreau Target Description	Historic Au ppm	Jordan Quinn Check Sample ID	Easting NAD83 Z17	Northing NAD83 Z17	Check Au ppm	Notes
121762	DS_15_July12_04	1.48	469301	401,676	5,306,527	<0.005	Granodiorite. Trace diss py
121758	D_15_W_02	0.221	469302	401,671	5,306,667	0.388	Sheared diorite/gabbro. 0.1% diss py
121751	D_15_W_10	1.18	469303	401,637	5,306,651	0.234	Sheared gabbro/diorite. Trace diss py

A further twenty (20) samples were collected during the 2020 prospecting program. Grab samples DALE-2020-01 returned 3.82 g/t (Table 9-3), the highest-grade sample collected to date on the Dale property.

Table 9-3 2020 Prospecting Sample results

Sample Name	Easting NAD83 Z17	Northing NAD83 Z17	Au g/t
DALE-2020-02	401,664	5,306,526	0.167
DALE-2020-01	400,971	5,306,705	3.82
DALE-2020-04A	400,972	5,306,705	0.647
DALE-2020-04B	400,975	5,306,707	1.57
DALE-2020-04C	400,982	5,306,709	0.061
DALE-2020-05	402,002	5,307,296	0.005
DALE-2020-06	402,420	5,307,005	0.052
DALE-2020-07A	402,405	5,306,994	0.291
DALE-2020-07B	402,405	5,306,995	0.515
DALE-2020-07C	402,405	5,306,996	0.313
DALE-2020-08	402,526	5,306,673	0.008
DALE-2020-09	403,530	5,305,105	0.017
DALE-2020-10	403,540	5,305,105	0.015
DALE-2020-11	403,562	5,305,105	0.031
DALE-2020-12	403,434	5,305,174	0.013
DALE-2020-13QV	402,631	5,305,649	0
DALE-2020-13DIKE	402,630	5,305,675	0
DALE-2020-14	402,633	5,305,908	0.009
DALE-2020-15	402,557	5,306,344	0.12
DALE-2020-ISLAND SHEAR TWIN	402,557	5,306,344	0.159

9.7 2023 Prospecting

In 2023, a prospecting, light stripping, washing, and sampling program was carried out on the property. A total of 31 samples were collected and sent for analysis. Table 9-4 summarized the 2023 prospecting results.

Table 9-4 2023 Prospecting Grab Sample Results

Sample No.	Easting	Northing	Au g/t	Ag g/t	Mo g/t
DALE 07/23/23-01	400,355	5,306,477	< 0.005	< 0.2	< 1
DALE 07/23/23-02	400,339	5,306,455	< 0.005	< 0.2	< 1
DALE 07/23/23-03	400,339	5,306,445	0.046	< 0.2	1
DALE 07/23/23-04	401,631	5,306,037	0.229	< 0.2	7
DALE 07/23/23-05	401,952	5,306,073	< 0.005	< 0.2	< 1
DALE 07/23/23-06	402,020	5,306,134	0.055	< 0.2	< 1
DALE 07/23/23-07	402,034	5,306,147	0.083	0.2	12
DALE 07/23/23-08	400,154	5,306,992	0.083	< 0.2	< 1
DALE 07/23/23-09	400,111	5,306,784	< 0.005	0.5	< 1

Sample No.	Easting	Northing	Au g/t	Ag g/t	Mo g/t
DALE 07/23/23-10	400,257	5,306,513	< 0.005	< 0.2	< 1
DALE 07/23/23-11	400,253	5,306,512	< 0.005	0.3	< 1
DALE 07/23/23-12	400,252	5,306,506	< 0.005	< 0.2	3
DALE 07/23/23-13	400,181	5,306,292	< 0.005	< 0.2	< 1
DALE 07/23/23-14	400,061	5,306,227	< 0.005	< 0.2	< 1
DALE 07/23/23-15	400,023	5,306,255	< 0.005	< 0.2	< 1
DALE 07/23/23-16	400,023	5,306,162	< 0.005	< 0.2	< 1
DALE 07/23/23-17	400,333	5,306,378	< 0.005	< 0.2	< 1
DALE 07/23/23-18a	400,321	5,306,374	< 0.005	< 0.2	< 1
DALE 07/23/23-19a	400,333	5,306,353	< 0.005	< 0.2	2
DALE 07/23/23-18b	400,402	5,306,455	< 0.005	< 0.2	< 1
DALE 07/23/23-19b	400,381	5,306,426	< 0.005	< 0.2	< 1
DALE 07/23/23-20	400,421	5,306,458	0.187	0.5	5
DALE 07/23/23-21	401,615	5,306,655	1.12	3.4	3170
DALE 07/23/23-22	401,615	5,306,655	1.1	2	795
DALE 07/23/23-23	401,527	5,306,630	< 0.005	< 0.2	2
DALE 07/23/23-24	400,388	5,306,551	< 0.005	< 0.2	1
DALE 07/23/23-25	400,410	5,306,551	< 0.005	< 0.2	< 1
DALE 07/23/23-26	400,423	5,306,537	0.007	< 0.2	< 1
DALE 07/23/23-27	400,738	5,306,718	< 0.005	1.2	< 1
DALE 07/23/23-28	400,715	5,306,726	0.683	1.8	< 1
DALE 07/30/23-CC01	400,962	5,306,718	0.135	0.2	< 1

9.8 2024 Prospecting

In the summer of 2024, a prospecting program was completed on several mining claims using existing forest roads and land traverses. A channel was cut and sampled, Table 9-5 illustrates the assays returned from the channel sample. A total of 29 samples were sent for analysis. The results are illustrated in Table 9-6. Several assays returned anomalous gold values as high as 4.437 g/t gold and 11.6 g/t silver. Figure 9-10 displays the channel and sample locations on a property map.

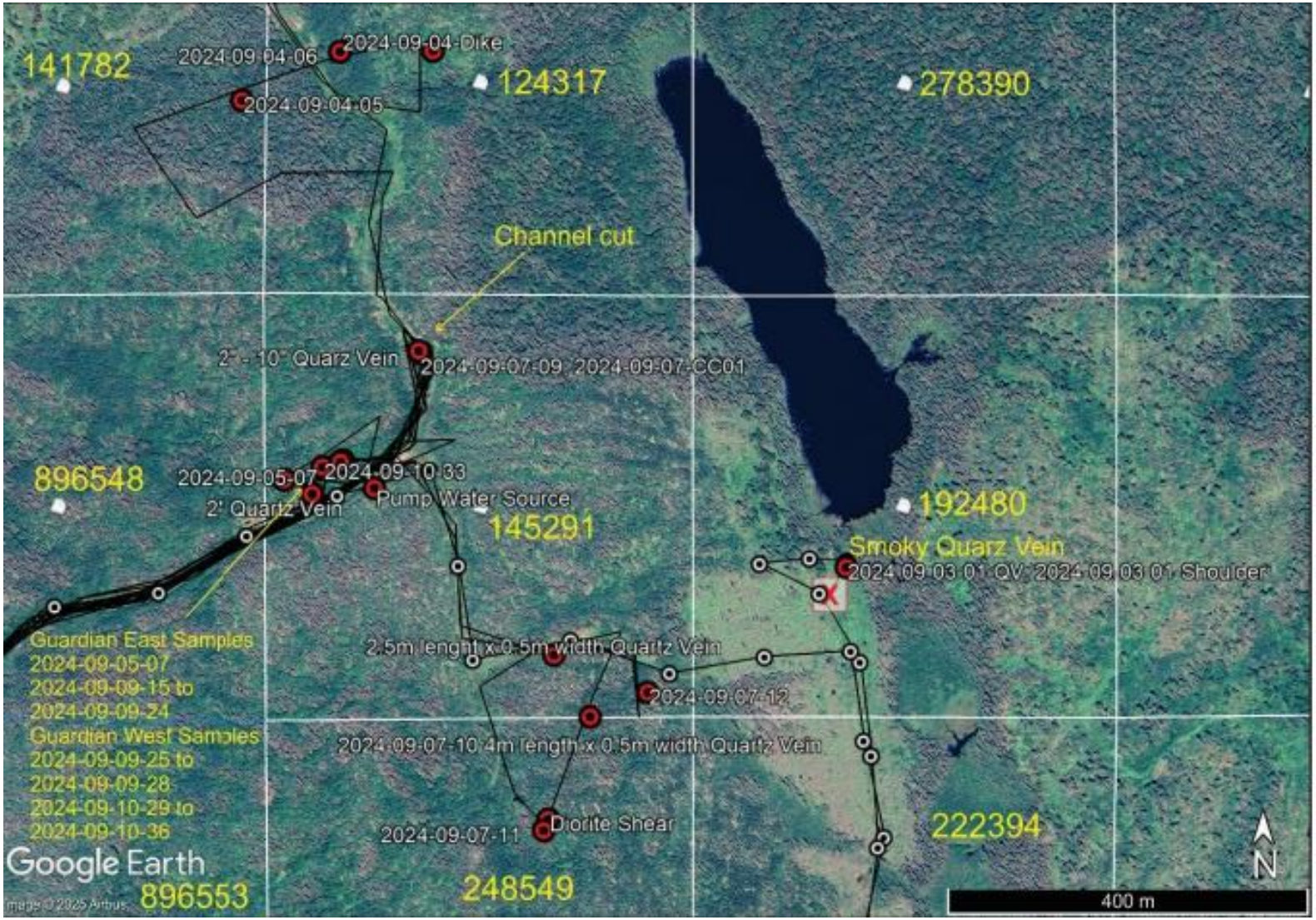
Table 9-5 Grab Sample and Channel Cut Result from 2024 Prospecting

Sample	Easting	Northing	Au (ppm)	Ag (ppm)	Rock Type	Notes
2024-09-07-CC01	401,155	5,306,898	0.102	0.3	Metagabbro or meta diorite	Shear, disseminated pyrite

Table 9-6 2024 Prospecting Grab Sample Results

Sample Name (type)	Easting NAD83 Z17	Northing NAD83 Z17	Au (ppm)	Ag (ppm)
2024-09-03-01-QV	401,621	5,306,653	3.553	11.6
2024-09-03-01-QV Shoulder	401,621	5,306,653	2.780	6.2
2024-09-04-05 (EW shear)	400,961	5,307,178	.015	<0.2
2024-09-04-06 (Mafic Float)	401,073	5,307,226	0.006	<0.2
2024-09-05-07 (Guardian East)	401,068	5,306,779	0.127	0.4
2024-09-06-08 (Guardian East)	401,050	5,306,783	0.502	1.0
2024-09-07-09	401,155	5,306,898	0.011	<0.2
2024-09-07-10	401,334	5,306,495	<0.003	<0.2
2024-09-07-11	401,281	5,306,373	0.029	<0.2
2024-09-07-12	401,398	5,306,520	<0.003	<0.2
2024-09-07-13 (Guardian East)	401,032	5,306,774	1.778	3.8
2024-09-09-14	401,216	5,306,767	0.005	<0.2
2024-09-09-15 (Guardian East)	401,066	5,306,777	0.410	1.4
2024-09-09-16 (Guardian East)	401,065	5,306,775	0.159	0.5
2024-09-09-17 (Guardian East)	401,065	5,306,773	4.437	2.2
2024-09-09-18 (Guardian East)	401,069	5,306,774	0.248	0.5
2024-09-09-19 (Guardian East)	401,069	5,306,778	0.061	0.2
2024-09-09-20 (Guardian East)	401,071	5,306,777	0.609	0.6
2024-09-09-21 (Guardian East)	401,076	5,306,776	0.021	<0.2
2024-09-09-25 (Guardian West)	401,056	5,306,780	0.021	<0.2
2024-09-09-26 (Guardian West)	401,053	5,306,782	0.423	1.6
2024-09-09-27(Guardian West)	401,053	5,306,780	0.261	0.8
2024-09-09-28 (Guardian West)	401,050	5,306,782	1.952	8.0
2024-09-10-29 (Guardian West)	401,046	5,306,779	0.036	<0.2
2024-09-10-30 (Guardian West)	401,052	5,306,785	0.022	<0.2
2024-09-10-31 (Guardian West)	401,048	5,306,777	0.060	0.8
2024-09-10-32 (Guardian West)	401,052	5,306,781	<0.003	<0.2
2024-09-10-33 (Guardian West)	401,049	5,306,774	<0.003	<0.2
2024-09-10-34 (Guardian West)	401,036	5,306,746	0.003	<0.2

Figure 9-10 Sample Location Map



9.9 Bedrock Trenching and Soil Sampling

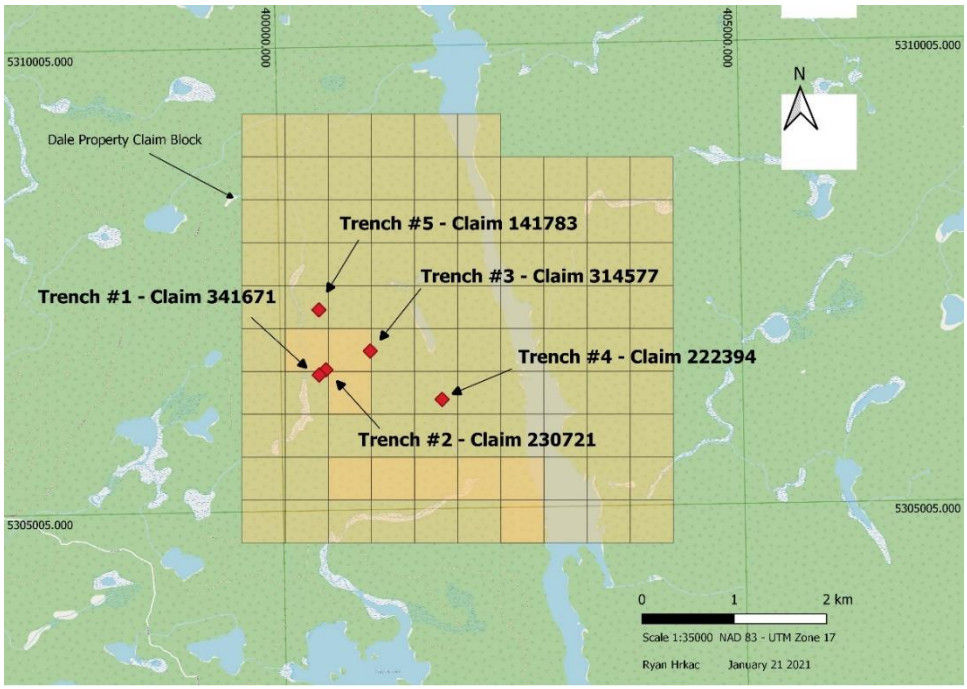
The following description of Bedrock Trenching and Soil Sampling is extracted from Hrkac (2022).

From September 16 to October 22 (excluding October 1 -12) bedrock trenching and soil sampling was completed on the Dale property under Exploration Permit PR-10-000127. A total of 83 rock samples and 49 soil samples were taken. The first portion of the program (September 16-30) was based out of Foleyete, Ontario. During the first three days Fladgate staff worked with Marc Goudreau (one of the vendors) to assess the property and identify locations to be excavated. It was decided that five locations would be cleared and sampled. On September 27 T Bell Transportation Ltd. Arrived with a 200 Komatsu excavator. Over the Next 4 days, 5 trenches were cleared on 5 different claims: 141783, 314577, 222394, 230721, 341671. The second part of the program (October 13-22) was based out of Timmins, Ontario and included washing and channel sampling of the exposed trenches.

9.9.1 Bedrock Trenching

From September 27 to September 30, 2021, a total of 5 trenches were excavated (Figure 9-11). Two were not washed and only chip sampled due to long pumping distances from the nearest water source, which made mapping difficult due to lack of clean rock exposure (Trench 3 and 5). A total of 83 channel/chip samples were taken. The excavator and float truck were provided by T. Bell Transportation inc. of Nairn Centre, Ontario. The excavator was in operation for a total of 4.5 days from September 27 - October 1, 2021.

Figure 9-11 2021 Trench Locations on the Dale Property



9.9.2 Trench 1

Cleared on September 27. This trenched area is near the western extent of the Dale Stock. It consists of hydrothermally altered medium grained porphyritic diorite intruded by a mafic magmatic breccia. These lithologies were cut by two east-west trending shear zones which were 1cm wide and approximately 3 m apart (Figure 9-12). Only trace fine grained sulfides were observed.

9.9.3 Trench 2 – "Quartz Vein Trench"

Cleared on September 28. This trench is located approximately 75 m northwest of trench 1. The excavation is centered on a ~2-3 m wide sheared gabbroic dyke with enclaves of foliated metagranodiorite. This sheared gabbro unit was cut by several smoky quartz veins which were 5-30 cm in width. Within the gabbro unit was several small shears which displayed a higher level of ductile deformation, increased iron-carbonate alteration, and increased sulfide mineralization (py>py>cpy). The contact zone between sheared gabbro and Dale Stock diorite is clear and sharp, the adjacent wall rock (diorite) is undeformed (Figure 9-13 & Figure 9-14).

Neither mineralization or deformation penetrate into the host intrusion. Veining and deformation associated with this unit strike 270 to 280 degrees, vertical dip. A set of north-south striking, milky white, coarse grained quartz veins are present but are barren and unaltered.

9.9.4 Trench 3 – "4-grammer Trench"

Cleared on September 29 This trench was the location of the highest gold assay provided by the vendor (4 g/t gold). It consists of unaltered Dale Stock cut by a sheared gabbroic dyke with enclaves of foliated metagranodiorite, similar to trench 2. The gabbroic unit is strongly sheared, highly fissile near the west end but more competent elsewhere. Mineralization correlates with iron-carbonate alteration which is quite strong in the middle area. The strongest mineralization and highest assay values come from an area with up to 5% sulfide mineralization, strong to very strong carbonate alteration, and visible copper oxide on several cleavage faces (this is the same spot the 4 g/t sample was taken). The sheared gabbro unit is approximately 2 m wide and does not penetrate into the massive dioritic country rock (Figure 9-15).

9.9.5 Trench 4 "Far East Trench"

Cleared on September 29 and September 30. This trench is approximately 1 km east of trench #3 and is the furthest east of the five trenches. This trench is geologically most similar to trench 2. A 2-3 m wide gabbroic dyke cuts massive medium grained Dale Stock diorite, within the dyke are enclaves of foliated metagranodiortie. The gabbroic unit has sharp contacts, mineralization and alteration do not extend into country rock (Figure 9-16). Strong iron-carbonate alteration is present and is associated with sulfide mineralization (py>po>cpy). An east-west striking smoky quartz vein is located 2m north of the shear zone and carries elevated gold values.

9.9.6 Trench 5 "Far North Trench"

Cleared on September 30. This trench is approximately 1 km north of trench 2. The trench exposes the contact between foliated metagranodiorite of the Dale Stock and a highly strained metavolcanic unit (possibly a part of the "Rundle High Strain Zone"). Here, the dale stock diorite to granodiorite is vertically foliated with a strike of 275 degrees (Figure 9-17). Weak to moderate carbonate alteration is present but inconsistent, this outcrop was not cleaned due to long pumping distances from available water sources. Minor sulfide mineralization was observed but did not contain elevated gold levels.

Figure 9-12 Trench 1 Sample Locations and Results

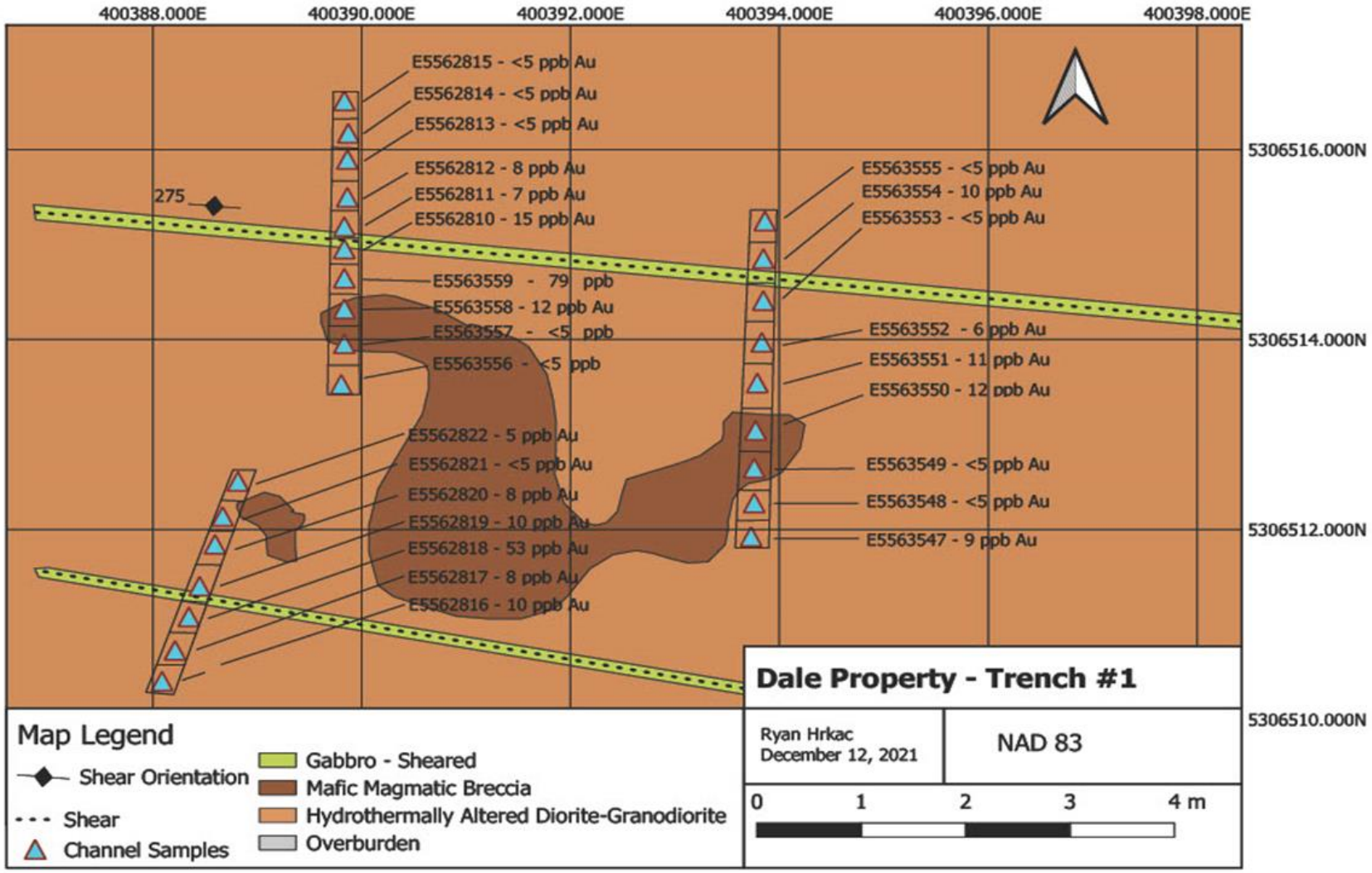


Figure 9-13 Trench 2 Overview

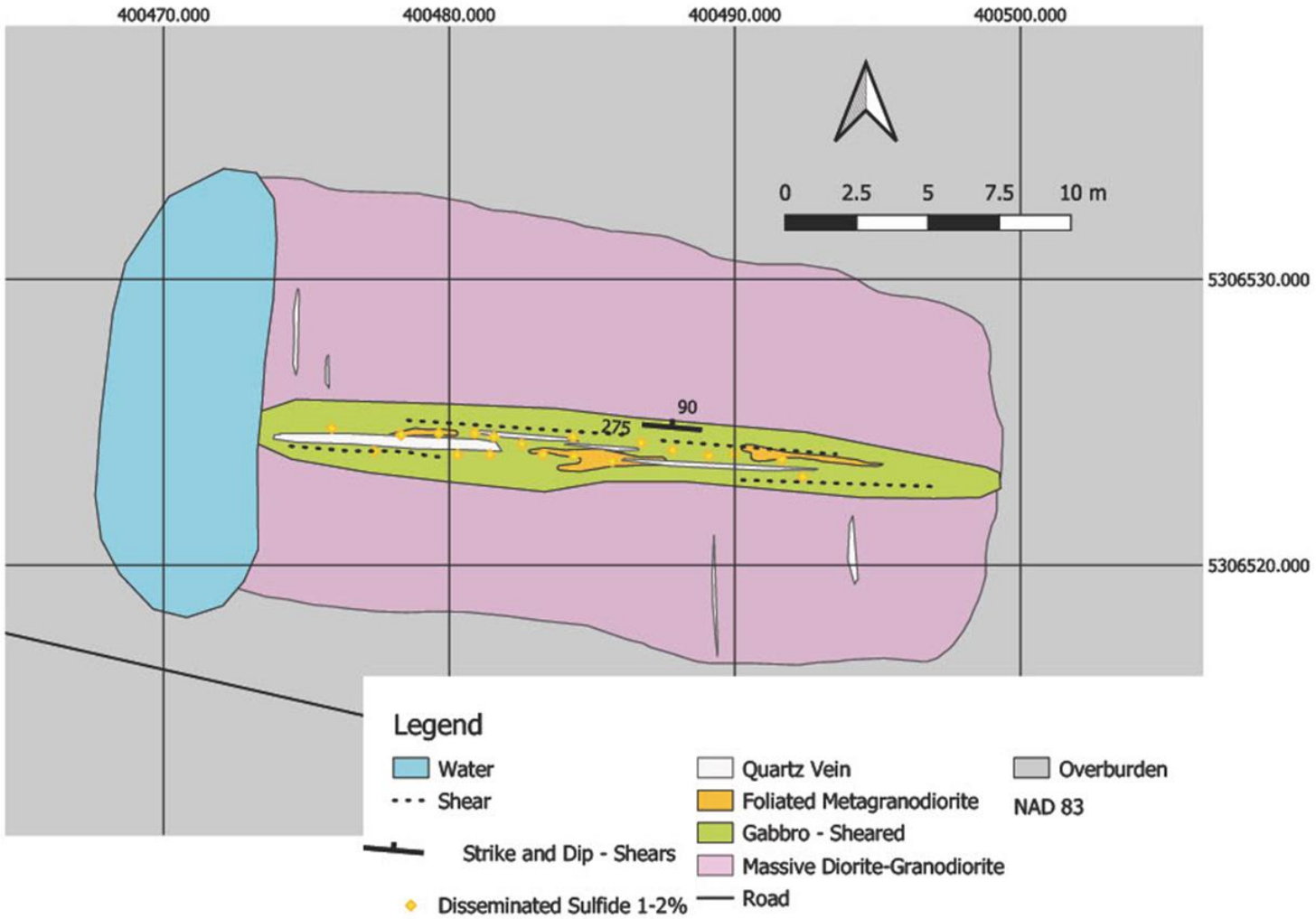


Figure 9-14 Trench 2 Sample Locations and Results

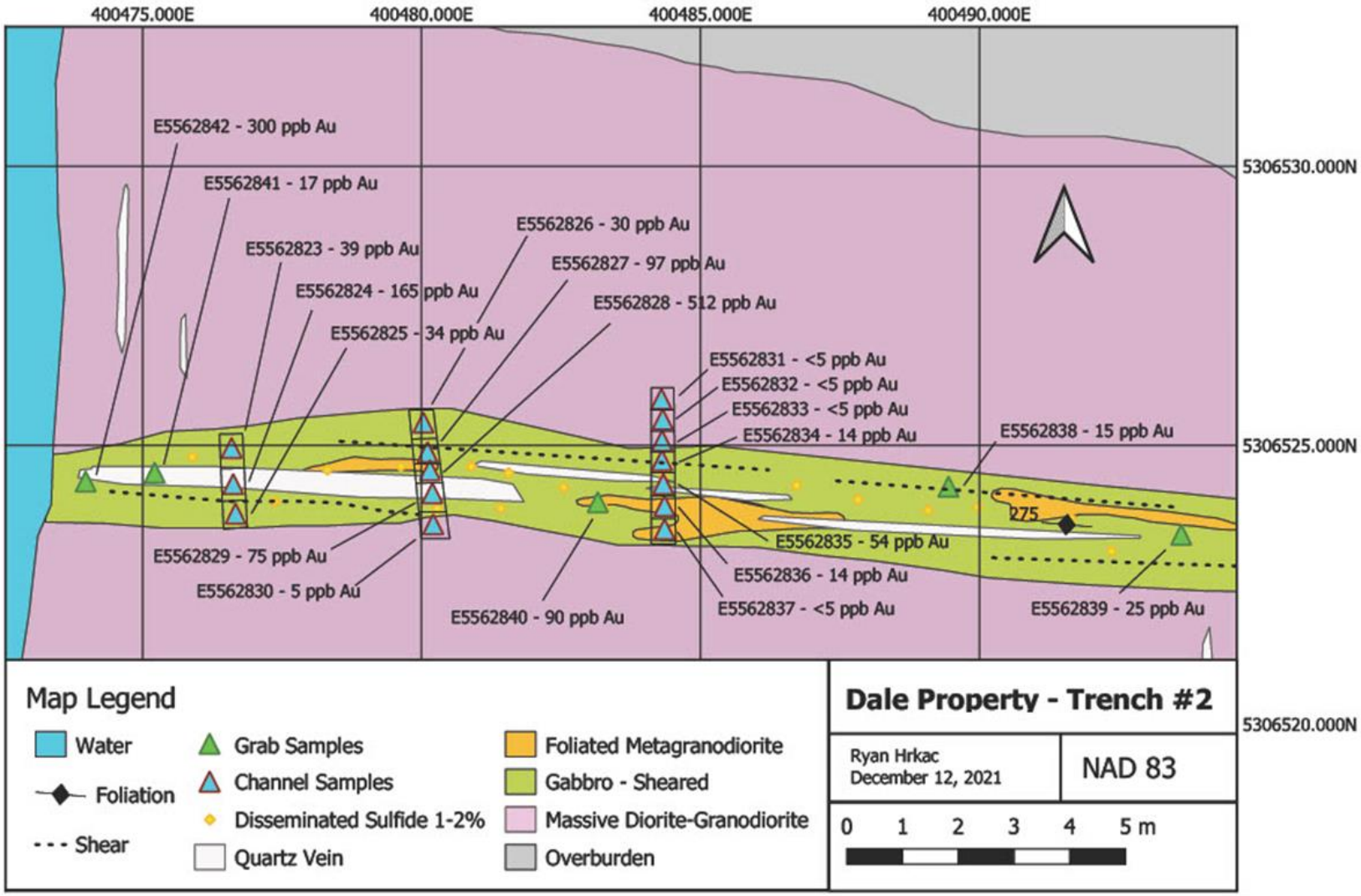


Figure 9-15 Trench 3 Sample Locations and Results

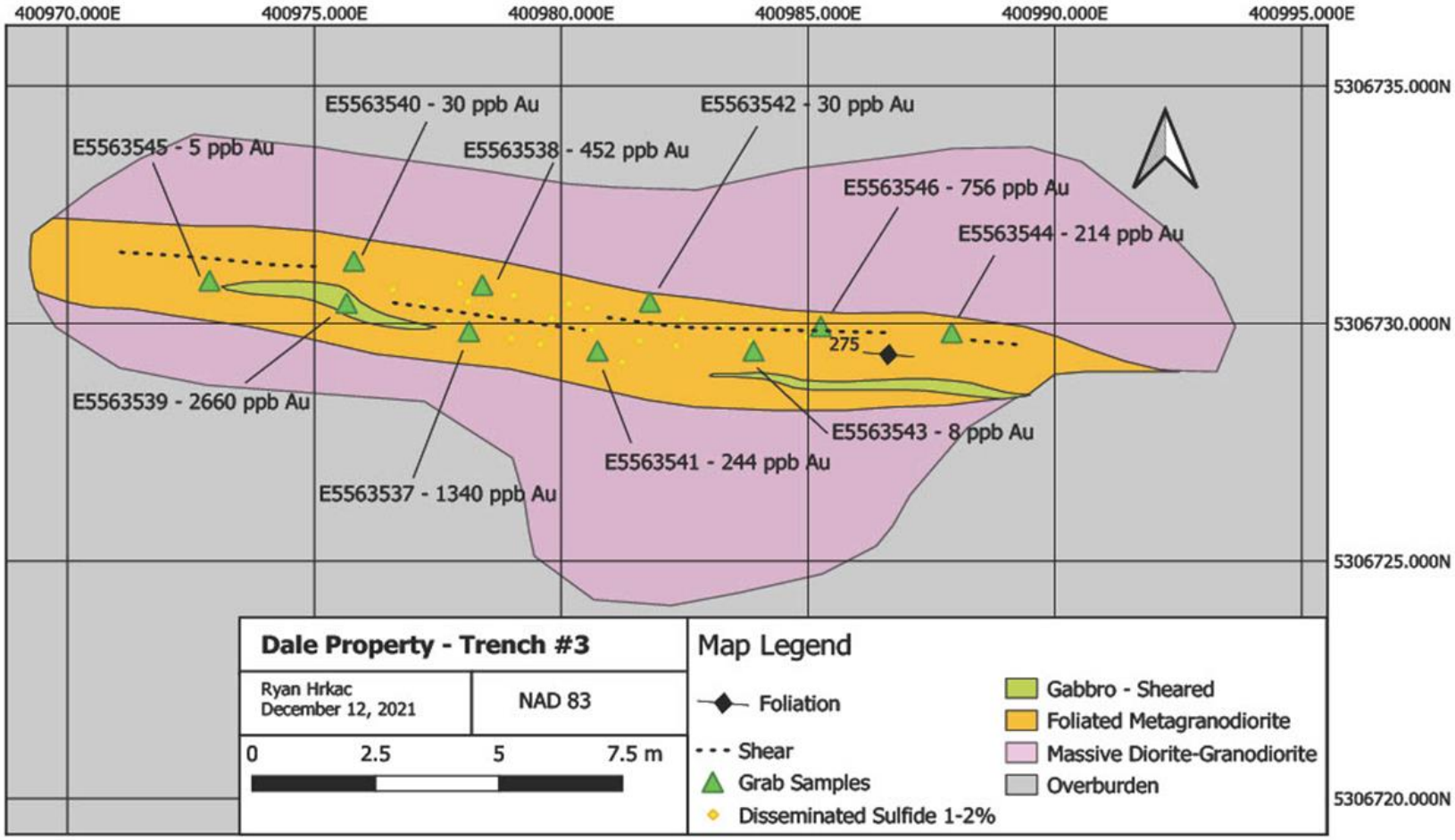


Figure 9-16 Trench 4 Sample Locations and Results

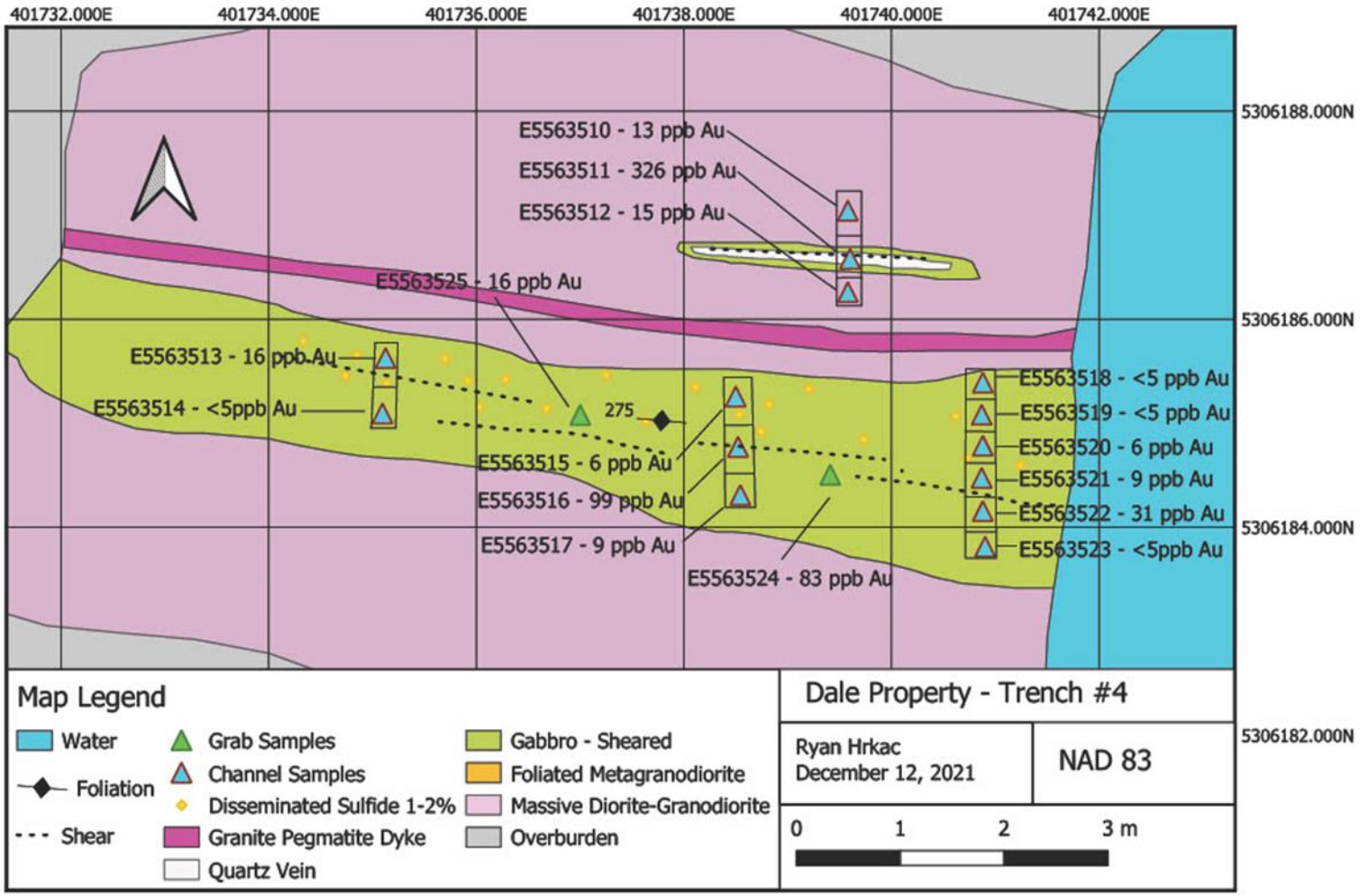
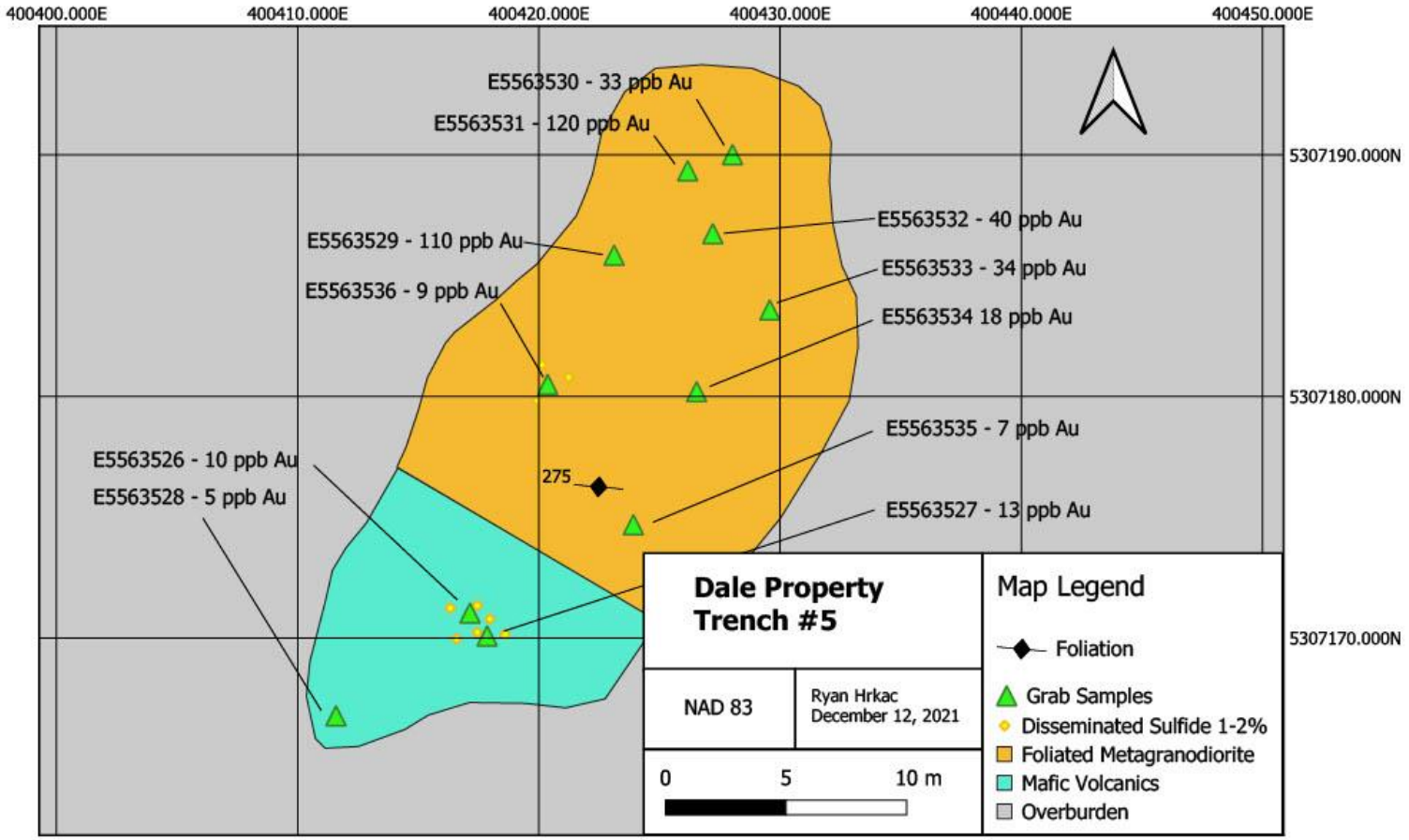


Figure 9-17 Trench 5 Sample Locations and Results



9.9.7 Soil Sampling

A total of 49 soil samples were taken. Most were taken in the area adjacent to trench 3 (Figure 9-18). Samples E5562405-E5562409 were taken in the vicinity of trench 5. Sampling targeted the B-horizon, were taken using a soil auger then put in a paper kraft bag, a location was taken using a Garmin 64s GPS unit and flagging tape with the sample number was hung from a nearby branch.

Figure 9-18 Locations of Soil Samples in Relation to Trenches

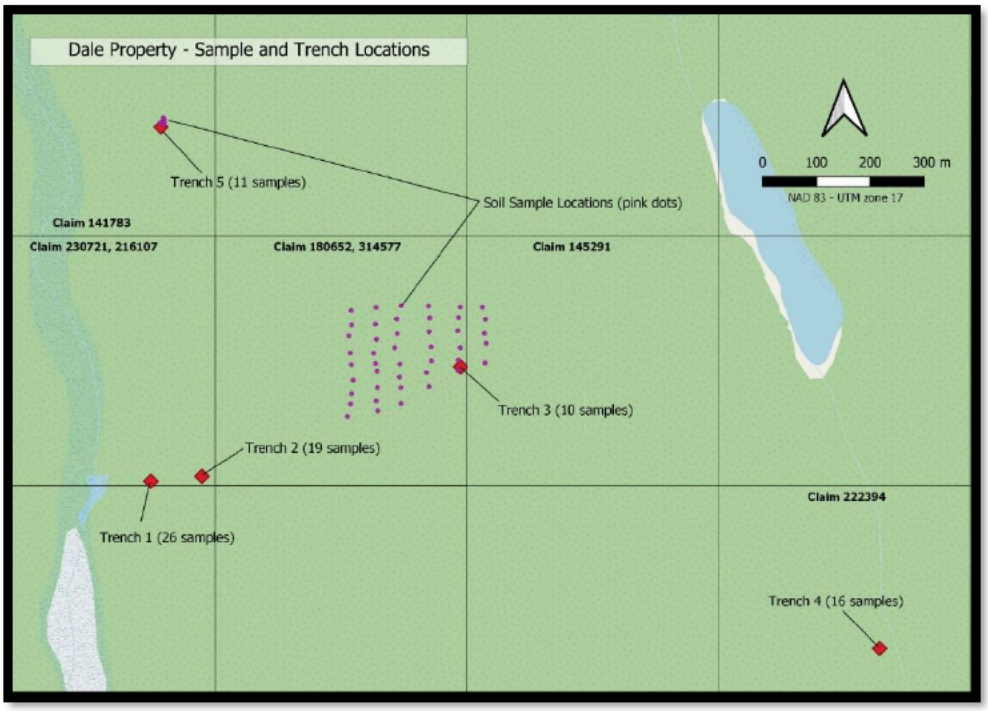


Table 9-7 Soil Sample Location and Results

x	y		Description	Date	Sample ID	Gold ppb
47.90621118	-82.32455242	424.111	b horizon, 15cm, spruce forest, dry	2021-09-24	E5562660	< 5
47.90654068	-82.32452527	419.911	30cm, b horizon, spruce forest, dry	2021-09-24	E5562661	< 5
47.90670442	-82.32456668	422.911	c horizonv, spruce forest, 30cm, dry	2021-09-24	E5562662	17
47.90694085	-82.32454353	423.112	b horizon, 25cm, dry, spruce foredt	2021-09-24	E5562663	< 5
47.90714335	-82.32461884	424.712	b hkrizon, 30cn, dry, spruce foreet	2021-09-24	E5562664	< 5
47.90714548	-82.32516434	423.911	bhorizon, 20 cm, dry, spruce forest	2021-09-24	E5562665	< 5
47.90696831	-82.32521147	431.011	b horizonv, 20cm, dry, spruce forest	2021-09-24	E5562666	6
47.9067477	-82.32522949	425.611	35cm, c horizon, dry, spruce forest	2021-09-24	E5562667	6
47.90646712	-82.32516808	420.711	49 cm, b, moist, spruce forest	2021-09-24	E5562668	< 5
47.90625807	-82.32521827	418.511	a horizkm, 30cm, spruce forest moist	2021-09-24	E5562669	17
47.90608761	-82.32522734	411.511	a/b horizon, 40cm, spruce forest, dry	2021-09-24	E5562670	13
47.90713938	-82.32725626	409.11	a/b horizon, mixedwood, flat, moist	2021-09-24	E5562395	< 5
47.9070851	-82.32787495	411.11	grey, wet, 50cm, a horizon cedar swamp	2021-09-24	E5562396	7
47.90684864	-82.32786478	340.01	a/b, 30cm, dry, hill, mixedwood	2021-09-24	E5562397	< 5
47.90666262	-82.3279312	416.709	b horizon, 20cm, hill, dry, mixedwood	2021-09-24	E5562398	< 5
47.90637699	-82.32789788	412.609	A/b hoeizon, dry, 30cm, flat, micedwoo	2021-09-24	E5562399	6
47.90618425	-82.32786931	414.809	a horizon, grey, damp, flat, 20cm	2021-09-24	E5562400	< 5
47.90592489	-82.32782997	416.609	b horizon, dry, flat, mixedwood, 25cm	2021-09-24	E5562401	7
47.90570111	-82.32786395	410.609	a horizon, dry, flat, 35cm, grayish tan, m	2021-09-24	E5562402	6
47.90552884	-82.32789102	425.409	25cm, b horizon, flat, dry, mixedwood	2021-09-24	E5562403	< 5
47.90532244	-82.32796806	417.009	30cm, damp, brown, a horizon mixedwo	2021-09-24	E5562404	16
47.91012004	-82.33265872	421.005	B horizon, hill, dry, reddish brown	2021-10-22	E5562405	31
47.91012004	-82.33265872	421.005	b horizon, hill, dry, orange	2021-10-22	E5562406	5
47.91012004	-82.33265872	421.005	b horizon, hill, dry, brown	2021-10-22	E5562407	25
47.91012004	-82.33265872	421.005	B horizon, hill, dry, reddish brown	2021-10-22	E5562408	54
47.91012004	-82.33265872	421.005	B horizon, hill, dry, reddish brown	2021-10-22	E5562409	8
47.90581951	-82.32594218	414.51	a horizon, dry, mixed wood, 30cm	2021-10-17	E5562410	9
47.90605405	-82.32600282	418.91	b horizon, 20 cm, mixed wood, dry, flat	2021-10-17	E5562411	< 5
47.90624296	-82.32588226	418.21	a/b horizon, 30cm, dry, mixedwood flat	2021-10-17	E5562412	12
47.90648063	-82.32589135	423.81	b horizon, 35cm, dry, mixedwood slight	2021-10-17	E5562413	6
47.90673055	-82.32593894	419.511	a horizon, 20cm, grayish brown, dry, mix	2021-10-17	E5562414	5
47.90696197	-82.3259232	413.511	a/b , brownish orange, mixedwood, flat	2021-10-17	E5562415	< 5
47.90716764	-82.32600947	424.411	b, 30cm, dry, hill, micedwood	2021-10-17	E5562416	5
47.90711426	-82.3265663	418.71	b, 20cm, hill, dry, micedwood	2021-10-17	E5562417	7
47.90687682	-82.32660619	426.21	40cm, moist, a horizon, alder, flat	2021-10-17	E5562418	< 5
47.90661372	-82.32657166	431.61	b horizon, 20cm, dry, hill, mixedwood	2021-10-17	E5562419	< 5
47.90644436	-82.32652542	431.21	a horizon, 40cm, dry, flat, mixedwood	2021-10-17	E5562420	< 5
47.90624423	-82.32651415	423.71	b horizon, dry, 20cm, flat, mixedwood	2021-10-17	E5562421	8
47.90598843	-82.32647393	437.41	b horizon, dry, 25cm, flat, mixedwood	2021-10-17	E5562422	< 5
47.90576466	-82.32654606	415.11	a/b horizon, 30cm, flats mixedwood	2021-10-17	E5562423	6
47.90558312	-82.32651009	422.11	a horizon, 30cm, mixedwood	2021-10-17	E5562424	5
47.90541509	-82.32724714	418.509	b hirizon, 20cm, mixedwood, dry, flat	2021-10-17	E5562425	< 5
47.90553777	-82.32719522	410.209	b horizon, dry, 30cm, mixedwood,	2021-10-17	E5562426	6
47.90575701	-82.32718092	414.409	a horizon, 20cm, dry, mixedwood, flat,	2021-10-17	E5562427	< 5
47.90597516	-82.3272228	409.609	30cm, a/b, dry, mixedwood, flat	2021-10-17	E5562428	6
47.90618236	-82.32722528	415.809	b horizon, 40cm, dry, flat mixedwood	2021-10-17	E5562429	7
47.90641286	-82.32725163	414.01	a/b horizon, wet, 30cm, mixedwood,	2021-10-17	E5562430	8
47.90668035	-82.32725632	416.51	b horizon, dry, flat, mixedwood, 25cm	2021-10-17	E5562431	8
47.90688834	-82.32731624	407.01	nbrowniwh gray, a horizon, moist, 30cm	2021-10-17	E5562432	6

10 DRILLING

To the authors knowledge no drilling has been completed on the Property.

11 SAMPLE PREPARATION, ANALYSES, AND SECURITY

Synergy Metals has yet to complete any diamond drilling on the Property.

Sample analysis for Mr. Gaudreau's 2015 prospecting samples was completed by AGAT Laboratories where they were analyzed following standard procedures. The analytical package used for these samples was 202-052 (Au Fire Assay – Trace Au, ICP-OES finish). For this method, prepared samples are fused using accepted fire assay techniques, cupelled and parted in nitric acid and hydrochloric acid. Sample splits of 50g were used. Blanks, sample replicates, duplicates, and internal reference materials (both aqueous and geochemical standards) are routinely used as part of AGAT Laboratories quality assurance program. PerkinElmer 7300DV and 8300DV ICP-OES instruments are used in the analysis.

Sample analysis for Mr. Gaudreau's 2019 prospecting was completed by Geo Labs, of Sudbury, Ontario, Canada. Samples were crushed and then a 150-gram split was pulverized using a high chrome steel mill, sample preparation package SAM-SPA. Samples were analysed for gold by fire assay with an ICP-MS finish on a 50 gram sample split. The analytical package used was IMP-101.

Sample analysis for Mr. Gaudreau's 2020 prospecting was completed by Agat laboratories, of Mississauga Ontario, and using a 50-gram split analysed by fire assay and AAS finish (code 202-551) for gold. Silver analysis was performed by multi Acid Digestion, with an ICP-OES finish (code 201-116).

Sample analysis for Jordan Quinn were completed at Activation Laboratories Ltd. In Thunder Bay, Ontario by FA-AA (1A2-50-Tbay analytical package).

Sample analysis for the fall 2021 trenching program were Activation Laboratories Ltd. In Thunder Bay, Ontario by FA-AA (1A2-50-Tbay analytical package)

A total of 29 field collected samples were hand delivered to Activation Laboratories in Timmins for QOP AA-Au (Au – Fire Assay AA) and QOP AquaGeo (Aqua Regia ICPOES). A single Standard was added to the end of the samples submission totaling 30 samples.

In 2024 Synergy Metals Corp. completed surface exploration by prospecting on the Property. Three (3) samples, 2024-09-04-05, 2024-09-10-35, and 2024-09-10-36 were sent to Activation LABS in Timmins, for a rush gold analysis under work order number A24-11174 and at a later date A24-11174B was analyzed for silver. Samples 2024-09-10-35, and 2024-09-10-36 returned 251 ppm and 528 ppm confirming gold in the Gurdian Zone and Guardian Zone West.

Twenty-nine (29) prospecting samples were submitted and analyzed by ICP-MS method (IML-101) at the Ontario GEO LABS Geoscience Laboratories, Ministry of Mines, Ontario Geological Survey, GeoServices Section, Willet Green Miller Centre, 933 Ramsey Lake Road, Sudbury Ontario, P3E 6B5.

The Authors have reviewed assay certificates. The Authors are independent of Activation Laboratories Ltd., Agat laboratories and Geo Labs.

12 DATA VERIFICATION

The following section summarizes the data verification procedures that were carried out and completed and documented by the Authors for this technical report.

Internal technical reports were reviewed, and relevant material information was evaluated by the Author and has been included in this Technical Report.

All available geological data and information has been reviewed and verified by the Authors as being accurate to the extent possible and to the extent possible all geologic information was reviewed and confirmed. There were no errors or issues identified with the geological information provided.

12.1 Site Inspection

The site visit was conducted in 2023 as below; a new site visit may will be required as per requirements of the NI 41-101. Since the site visit was carried our 3 years prior to this report, it may be necessary to do another site visit due to the fact. A new site visit may be conducted when winter snow has thawed and access to the site is safe and accessible.

Armitage and Dean personally inspected the Property on July 22, 2023, accompanied by Marc Gaudreau and Aaron Nicholson. Armitage and Dean visited the 5 trenches and several grab sample sites collected in 2021 and examined several outcrops.

During the site visit, Armitage and Dean visited several outcrops that have recently been channel, grab and chip sampled during Element79's fall 2022 program. Armitage and Dean have relied on Mr. Gaudreau and Mr. Nicholson's knowledge of the Property. A SHERP CENTAUR was used to access rough terrain and to cover more ground during the site visit. Limited exploration on the property has helped to identify mineralised structures such as small quartz veins and shears.

As a result of the current site visit and previous site visits, the Author was able to become familiar with conditions on the Dale Property as a whole, was able to observe and gain an understanding of the geology and various styles of mineralization, was able to verify the work done and, on that basis, is able to review and recommend to Synergy Metals an appropriate exploration program.

13 MINERAL PROCESSING AND METALLURGICAL TESTING

There has been no metallurgical testing by Synergy Metals on samples from the Property.

14 MINERAL RESOURCE ESTIMATE

Synergy Metals has yet to complete a MRE on the Property.

15 MINERAL RESERVE ESTIMATES

There are no Mineral Reserve estimates stated on this Property. This section does not apply to this Technical Report.

16 MINING METHODS

This section does not apply to this Technical Report.

17 RECOVERY METHODS

This section does not apply to this Technical Report.

18 PROJECT INFRASTRUCTURE

This section does not apply to this Technical Report.

19 MARKET STUDIES AND CONTRACTS

This section does not apply to this Technical Report.

20 ENVIRONMENTAL STUDIES, PERMITTING AND SOCIAL OR COMMUNITY IMPACT

This section does not apply to this Technical Report.

21 CAPITAL AND OPERATING COSTS

This section does not apply to this Technical Report.

22 ECONOMIC ANALYSIS

This section does not apply to this Technical Report.

23 ADJACENT PROPERTIES

Most of the Swayze Greenstone belt is staked and many properties close to the Dale Property are held by small companies and independent prospectors. The adjacent properties have undergone limited exploration work and have not experienced any substantial discoveries. No economic mineral deposits with NI 43-101 compliant resource or reserve estimates are known to exist on the properties immediately adjacent to the Dale Property.

Notable nearby properties found in the Mineral Deposits Inventory for Ontario (www.geologyontario.mndm.gov.on.ca) for the Southern Swayze Greenstone belt include the historical Rundle Mine, the Kenty Mine and the Orofino Mine.

The Authors have been unable to independently verify the following information regarding the historical Rundle, Kenty and Orofino Mines, including Mineral Resource estimates, and the information presented is not necessarily indicative of the mineralization on the Property that is the subject of the technical report. It is only presented to provide information as to the exploration target on the Property and potential for the Property. The Rundle, Kenty and Orofino deposits are all considered Archean Greenstone-hosted Lode gold deposits.

The Rundle Mine is located approximately 10 km southwest of the Property on the southernmost border between Dale and Newton Townships. According the MENDM MLAS system, the Rundle Deposit is currently held by Rundle-Swayze Mines Inc. The South Rundle gold deposit lies at the north contact of the eastern portion of the Rundle Feldspar Porphyry intrusive. The deposit contains networks of mineralized fractures, fracture controlled pyritic alteration zones. Gold occurs together with quartz-carbonate altered or silicified host rock, or with quartz veinlets and fine quartz veins. Where the host rock is porphyry, the better values are in pyritic, bleached and pale grey material. Red porphyry with specular hematite, magnetite and pyrite extends far beyond the main mineralization. In a general sense, gold mineralization is associated with 1% to 3 % finely disseminated pyrite, which can locally attain concentrations of from 8% to 15%. Gold is also associated with 1% to 2 % fine grained specular hematite in altered, potassic, silicified feldspar porphyry. The grade appears to increase with an increasing amount of altered mafic/ultramafic metavolcanics provided the pyrite content has also increased. The Rundle mine has a NI 43-101 compliant Measured and Indicated resource of 349,000 tonnes grading 7.88 g/t gold, and an Inferred resource of 267,000 tonnes grading 6.68 g/t gold (Hawkins, 2013: extracted from P&E Mining Consultants, 2011).

The Kenty Mine lies approximately 20 km west southwest of the dale property in the Marion, Heenan and Dore townships that border the Dale township to the south. The Kenty Deposit is presently held by Joshua Gold Resources and was last explored in 1992. From 1930 to 1934 Kenty Gold Mines sank two shafts and completed a diamond drilling program that identified several auriferous quartz veins. Shaft No. 1 was sunk to a total of 500 ft (152m), and lateral development took place at the 250 foot (76m), 375 foot (114m), and 500 foot (152m) levels. Shaft No. 2 was sunk to a depth of 534 feet (162m), with lateral development on the 290 foot (88m) and 525 foot (160m) levels. In 1947 Erndale Mines Ltd. acquired the property and drilled 8 DDH totalling 498 metres. The company dewatered the mine and extracted 1,3333 tonnes of ore from scaling the No. 1 vein. Sampling averaged 0.92 g/t for the program. In 1983 Heron Resources carried out a magnetic and self-potential geophysical survey, collected humus samples, carried out a mapping program, and conducted underground sampling on the veins via access from the No. 1 shaft. Emerald Isle Resources' 1986 exploration program consisted of bulk sampling and stripping that identified an hematitic zone with quartz stockworks to the southeast of the No. 2 shaft. Several diamond drill holes were completed to test for gold mineralization around the No. 2 shaft, with the best grades occurring in quartz-ankerite-pyrite veins associated with felsic porphyry dykes (www.joshuagoldresources.com).

As a result of past exploration work since the early 1930's, 21 separate gold bearing quartz carbonate veins were discovered at the Kenty mine site. Of the 21 veins, only eight have ever been mined underground. The veins are either simple or stockwork veins, from a few centimetres wide to over five metres, and

typically average one to two metres wide. Vein mineralization consists of quartz, calcite, ankerite, pyrite, chalcopyrite, galena, sphalerite, specular hematite, molybdenite, tourmaline and native gold.

The Orofino Mine is situated in the SW part of Horwood Township and SE part of Silk Township. The mine was active between 1948 and 1952 however no mill was ever established on the property and mine much was left on surface unprocessed. Exploration on the property has been conducted by numerous companies since the mine was abandoned and is also referred to as the Swayze River Property (Robinson, 2012).

24 OTHER RELEVANT DATA AND INFORMATION

There is no other relevant data or information available that is necessary to make the technical report understandable and not misleading. To the Authors' knowledge, there are no significant risks and uncertainties that could reasonably be expected to affect the reliability or confidence in the exploration information.

25 INTERPRETATION AND CONCLUSIONS

The Dale Property contains many of the elements necessary to produce an Archean greenstone belt hosted lode gold deposit. Historical prospecting results have documented >1 g/t gold in bedrock, elevated gold grain counts, with a high number of pristine grains, in till samples also suggest that more mineralization occurs in the area that is presently known. Despite these encouraging results, the property has seen relatively little exploration, and warrants additional investigation.

The Property hosts favorable Swayze belt volcanic rocks that are known to host numerous gold showings and past producers such as the Rundle Mine, and more recently the Cote Lake (IAMGOLD / Sumitomo) and Borden Lake (Newmont) deposits. The granodioritic Dale stock may also act as a favorable competency contrast with the surrounding volcanic rocks, especially where it is intersected by cross cutting structures. This granodiorite-volcanic contact is considered a high priority target area.

The three historical IP surveys conducted on the property have been of limited extent and are best described as reconnaissance in nature. However, they have recorded areas of higher chargeability which are not explained by the limited surface outcrops in the survey area and should be followed up with addition work.

The recent drone magnetic survey by Element79 has outlined several prospective northeast trending structures, which may be related to the northeast trending shear which retuned up to 3.82 g/t Au in 2020 prospecting by Mr. Gaudreau.

The recent bedrock trenching and soil sampling program by Hrkac (2022) returned up to 2.6g/t Au which came from the same location as the 3.82 g/t Au sample collected by Mr. Gaudreau. Two other samples returned over 1 g/t, two were between 1.0 and 0.5 g/t and several samples returned above 0.1 g/t.

The Dale property requires larger scale more systematic studies such as additional soil sampling to follow up historical gold grains in till and additional trenching to test IP chargeability highs and follow up anomalous prospecting samples.

26 RECOMMENDATIONS

A two-phase program is recommended for the Dale Property. This consists of a Phase 1 compilation of historical data with specific attention on regional scale geochemical surveys completed by government geological surveys and a large-scale B-horizon soil sampling program over previously sampled areas with anomalous gold grain in till and gold in bedrock and IP chargeability anomalies. Soil sampling results will be analysed to determine any larger trends in anomalous gold and indicate potential gold bearing structures or veins. Once the soil survey is completed additional trenching should be completed to follow up the soil survey results. Phase 2 is contingent on promising results from Phase 1. Phase 2 consists of 1,500 metres of diamond drilling to test any potential gold bearing structures outlined by Phase 1.

A proposed program and budget for the 2026 is outlined below (Table 26-1).

The Authors have reviewed the proposed program for further work on the Property and, in light of the observations made in this report, supports the concepts as outlined. Given the prospective nature of the Property, and region it is the Authors' opinion that the Property merits further exploration and that proposed plans for further work are justified. The current proposed work program will help advance the Property and will provide key inputs required to evaluate the potential on the Property.

The Authors recommend that Synergy Metals conduct the further exploration as proposed, subject to funding and any other matters which may cause the proposed exploration program to be altered in the normal course of its business activities or alterations which may affect the program as a result of exploration activities themselves.

Table 26-1 Recommended 2026 Work Program by Synergy Metals on the Dale Property

Phase 1 – Compilation, Soil Sampling and Trenching Program (~1.5 months)				
	Number	**Rate**	**Days**	**Amount**
Senior Geologist (compilation)	1	$800	5	$4,000
Project Geologists (compilation)	2	$500	5	$5,000
Project Geologist (Field Program)	1	$500	21	$10,500
Geotechnicians (Field Program)	2	$400	21	$16,800
Truck Rental & Gas	2	$100	21	$4,200
ATV Rental & Gas	2	$75	21	$3,150
Camp Accommodations & Food per person per day	3	$100	21	$6,300
Field Supplies				$1,000
Soil Sample Analysis	1000	$25		$25,000
Rock Sample Analysis	100	$25		$2,500
Excavator Including Mob & Demob		$2,000	10	$20,000
Wajax and channel saw rentals		$250	14	$3,500
Assessment Report Writing				$5,000
LiDAR				$30,000
Subtotal				**$136,950**
15% Contingency				**$20,543**
Phase I total				**$157,493.00**
Phase 2 – 1,500 Metre Diamond Drill Program (~1.5 month)				
Diamond Drilling Including Mob & Demob	1500	$130		$195,000
Senior Geologist (supervision)	1	$800	14	$11,200
Project Geologists	1	$500	28	$14,000
Geotechnicians	1	$400	28	$11,200
Truck Rental & Gas	2	$100	28	$5,600
ATV Rental & Gas	2	$75	21	$3,150
Camp Accommodations & Food				$60,000
Core Shack & Core Saw rental				$5,000
Supplies				$5,100
Rock Sample Analysis		$25	750	$18,750
Assessment Report				$10,000
Subtotal				**$339,000**
15% Contingency				**$50,850**
Phase II total				**$389,850**
Grand Total				**$547,343**

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28 DATE AND SIGNATURE PAGE

This report titled “Technical Report on the Dale Property, Porcupine Mining District, Dale Township, Ontario Canada” (the “Technical Report”) for Synergy Metals Corp. and Element79 Gold Corp. was prepared and signed by the following authors:

The effective date of the report is April 13, 2026.
The date of the report is April 13, 2026.

Signed by:

“Original Signed and Sealed”

Qualified Person	**Company**
Allan Armitage, Ph.D., P. Geo.,	SGS Geological Services (“SGS”)
Sarah Dean, B.Sc., P.Geo.,	SGS Geological Services (“SGS”)

April 13, 2026

29 CERTIFICATES OF QUALIFIED PERSONS

QP CERTIFICATE – ALLAN ARMITAGE

To Accompany the Report titled “Technical Report on the Dale Property, Porcupine Mining District, Dale Township, Ontario Canada” dated April 13, 2026 (the “Technical Report”) for Synergy Metals Corp. and Element79 Gold Corp.

I, Allan E. Armitage, Ph. D., P. Geol. of 62 River Front Way, Fredericton, New Brunswick, hereby certify that:

1. I am a Senior Resource Geologist with SGS Canada Inc., 2150 Cyrille-Duquet St., Unit 150, Quebec, QC, G1N 2G3, Canada.

2. I am a graduate of Acadia University having obtained the degree of Bachelor of Science - Honours in Geology in 1989, a graduate of Laurentian University having obtained the degree of Masters of Science in Geology in 1992 and a graduate of the University of Western Ontario having obtained a Doctor of Philosophy in Geology in 1998.

3. I have been employed as a geologist for every field season (May - October) from 1987 to 1996. I have been continuously employed as a geologist since March of 1997.

4. I have been involved in mineral exploration and resource modeling at the early-stage exploration property to the advanced property, including producing mines, since 1991, including mineral resource estimation and mineral resource and mineral reserve auditing since 2006 in Canada and internationally. I have extensive experience in Archean and Proterozoic load gold deposits, volcanic and sediment hosted base metal massive sulphide deposits, porphyry copper-gold-silver deposits, low and intermediate sulphidation epithermal gold and silver deposits, magmatic Ni-Cu-PGE deposits, and unconformity- and sandstone-hosted uranium deposits. I have extensive experience in the preparation of NI 43-101 Technical Reports, including PEA, PFS and FS Technical Reports, and I have conducted numerous site visits to early-stage exploration and advanced projects, and operating mines (open pit and underground).

5. I am a member of: the Association of Professional Engineers, Geologists and Geophysicists of Alberta (P.Geol.) (License No. 64456; 1999), the Association of Professional Engineers and Geoscientists of British Columbia (P.Geo.) (Licence No. 38144; 2012), and the Professional Geoscientists Ontario (P.Geo.) (Licence No. 2829; 2017).

6. I have read the definition of "Qualified Person" set out in National Instrument 43-101 – Standards of Disclosure for Mineral Projects – (“NI 43-101"). I certify that by reason of my education, affiliation with a professional association (as defined in NI 43 101), and extensive work experience (including site visits), I fulfill the requirements to be a "Qualified Person" for the purposes of NI 43 101, and I fulfill the necessary experience to take professional responsibility for certain sections of this Technical Report.

7. I am responsible for 2 to 8, 15 to 24. I have reviewed these sections and accept professional responsibility for these sections of this technical report.

8. I visited the Dale Property on July 22, 2023.

9. I have had prior involvement with the Dale Property. I was an author of the previous NI 43-101 Technical Report on the Dale Property, Porcupine Mining District, Dale Township, Ontario Canada” dated May 4, 2021 for Element79.

10. I am independent of Synergy Metals Corp. and Element79 Gold Corp as defined by Section 1.5 of NI 43-101.

11. As of the date of this certificate, to the best of my knowledge, information and belief, the Technical Report contains all scientific and technical information that is required to be disclosed to make the Technical Report not misleading.

12. I have read NI 43-101 and Form 43-101F1 (the “Form”), and the Technical Report has been prepared in compliance with NI 43-101 and the Form.

Signed and dated this 13 day of April 2026 at Fredericton, New Brunswick.

“Original Signed and Sealed”

Allan Armitage, Ph. D., P. Geo., SGS Canada Inc.

QP CERTIFICATE – Sarah Dean

To Accompany the Report titled "Technical Report on the Dale Property, Porcupine Mining District, Dale Township, Ontario Canada" dated April 13, 2026 (the "Technical Report") for Synergy Metals Corp. and Element79 Gold Corp.

I, Sarah Dean, P.Geo., Quebec, do hereby certify that:

1. I am a geologist with SGS Canada Inc, Geostat, 2150 Cyrille-Duquet St., Unit 150, Quebec, QC, G1N 1G3, Canada.
2. I am a graduate from Laurentian University, Sudbury, Ontario in 2006 with a B.Sc. in geology.
3. I have practiced my profession continuously as a geologist since 2006 in exploration oil sands, gold, silver, base metals, and Iron Ore.
4. I have been involved in mineral exploration and resource modeling for different exploration projects including gold, iron, and base metals at different stages of exploration. I am aware of the different methods of estimation and the geostatistics applied to metallic, non-metallic and industrial mineral projects.
5. I am a member in good standing of the Ordre des Géologues du Québec and use the title of Professional Geologist (géo. or P.Geo.) (Licence No. #2150, 2018) and Professional Geologists of Ontario (Licence No. #2951, 2018)
6. I have read the definition of "qualified person" set out in the National Instrument 43-101 and certify that by reason of my education, affiliation with a professional association and past relevant work experience, I fulfil the requirements to be an independent qualified person for the purposes of NI 43-101.
7. I am an author of this report and responsible for sections 1, 9-14, and 25-27 of the Technical Report. I have reviewed these sections and accept professional responsibility for these sections of this Technical Report.
8. I visited the property site on July 22, 2023.
9. I have had no prior involvement with the Dale property.
10. I am independent of Synergy Metals Corp. and Element79 Gold Corp. as defined in Section 1.5 of National Instrument 43-101.
11. As of the date of this certificate, to the best of my knowledge, information and belief, the Technical Report contains all scientific and technical information that is required to be disclosed to make the Technical Report not misleading.
12. I have read NI 43-101 and Form 43-101F1 (the "Form"), and the Technical Report has been prepared in compliance with NI 43-101 and the Form.

Signed and dated this 13 day of April 2024, at Belle River, Ontario.

"Original Signed and Sealed"

Sarah Dean, P.Geo., SGS Canada Inc – Geostat