

Amendment No. 1

to the

- 1) the Pledge Agreement dated as of April 6, 2025, made by and among Pulsar Holdings (UK) Ltd, in favor of University Bancorp, Inc.;
- 2) the Security Agreement dated as of April 6, 2025, made by and among Keewaydin Resources, Inc., in favor of University Bancorp, Inc.;
- 3) the Project Financing Facility Line of Credit Note Agreement dated as of April 6, 2025, made by and among Keewaydin Resources, Inc., in favor of University Bancorp, Inc.; and
- 4) the Recourse Guarantee dated as of April 6, 2025, made by and among Pulsar Helium Inc., in favor of University Bancorp, Inc.

The current Maturity Date and the Expiration Date of the Project Financing Facility Line of Credit Note Agreement is March 31, 2026. The Maturity Date and the Expiration Date are hereby amended to November 30, 2026.

In consideration of extending the Maturity Date and the Expiration Date of the Project Financing Facility Line of Credit Note Agreement, Keewaydin Resources, Inc. will pay University Bancorp, Inc. a fee of 0.75% of the current principal amount drawn under the Project Financing Facility Line of Credit Note Agreement, or a total of USD 18,750.00 (the "Extension Fee"). The Extension Fee is earned by University Bancorp, Inc. as of the effective date of this Amendment No. 1 and is payable in full on the Maturity Date. In addition, the legal costs of University Bancorp, Inc. related to this Amendment No. 1 shall be reimbursed by Keewaydin Resources, Inc. and shall be payable in full on the Maturity Date.

Agreed by the Parties as of August 30, 2025.

University Bancorp, Inc.
By: Stephen Lange Ranzini
Its: President & CEO
/s/ Stephen Lange Ranzini

Pulsar Holdings (UK) Ltd
By: Thomas Abraham James
Its: President
/s/ Thomas Abraham-James

Keewaydin Resources, Inc.
By: Thomas Abraham James
Its: President
/s/ Thomas Abraham-James

[Signatures Continue on Following Page]

Pulsar Helium Inc.

By: Thomas Abraham James

Its: President

/s/ Thomas Abraham-James

In addition, University Bank, a Michigan banking company which is a wholly owned subsidiary of University Bancorp, Inc., wishes to express its interest in exploring providing Pulsar Helium Inc. with project financing of up to USD 12.5 million for construction of the helium processing plant at the Keewaydin Resources, Inc. facility in Minnesota, once the following conditions precedent are met:

- 1) Sproule issues a final report indicating that the helium reserve owned by Keewaydin Resources, Inc. has sufficient available helium from proven resources accessible from completed production wells to justify the build-out of a helium processing plant with a total capex of \$15 million;
- 2) All permits and legal title to produce the helium in sufficient quantity to service and repay the loan timely is obtained;
- 3) Keewaydin Resources, Inc. has working capital available to it to pay the remaining cost of building the helium processing plant, and to fund its operations during the construction and installation period and for up to 6 months thereafter.
- 4) Approval of the Board of Directors of University Bank.

The loan would bear interest at 12%, with interest only for the first 24 months, and then fully amortize over a period of 5 years, with a final maturity of 7 years. A 2% fee at closing would be earned by University Bank and payable with the 24th monthly payment under the Project Finance Loan.

This expression of interest by University Bank is non-binding and subject to negotiation of a definitive agreement and completion of the conditions precedent listing above.

Sincerely,

/s/ Stephen Lange Ranzini

University Bank

By: Stephen Lange Ranzini

Its: President & CEO

**PROJECT FINANCING FACILITY
LINE OF CREDIT NOTE**

US\$4,000,000.00

Ann Arbor, Michigan, USA

Maturity Date: 31 March 2026

Dated: April 6, 2025

FOR VALUE RECEIVED, on or before 31 March 2026 (the "Maturity Date"), **Keewaydin Resources, Inc.**, organized under the laws of the state of Minnesota of the United States of America ("Borrower"), promises to pay to the order of **UNIVERSITY BANCORP, INC.**, a Delaware corporation ("Lender"), at 2015 Washtenaw Ave., Ann Arbor, Michigan 48104, or at such other place as Lender may designate in writing, the principal sum of Four Million and 00/100 United States Dollars (USD\$4,000,000.00) or such lesser amount as may be advanced to or for the benefit of Borrower under this Project Financing Facility Line of Credit Note (this "Note"), plus interest as hereinafter provided, in lawful money of the United States.

1. Definitions. Certain capitalized terms have the meanings set forth below. All other undefined terms have the meanings given to them in the Uniform Commercial Code as adopted in the state of Michigan of the United States of America (the "UCC"). The following definitions are used herein:

"Business Day" means any day other than a Saturday, a Sunday, or a federal holiday, on which Lender is open for business.

"Collateral" is as defined in the Security Agreement.

"Default" shall mean any event which, with the passage of time and/or giving of notice, would constitute an Event of Default.

"Event of Default" is as defined in Section 8(a) of this Note.

"Guarantee" means a guarantee to be provided by Pulsar Helium Inc., a corporation formed under the laws of British Columbia, Canada ("Pulsar") in favor of the Lender pursuant to which Pulsar will have guaranteed the payment and performance of the Obligations on behalf of the Borrower.

"Lien" means any security interest, mortgage, pledge, assignment, lien or other encumbrance of any kind.

"Loan Documents" means this Note, the Pledge Agreement, the Security Agreement, the Guarantee and each and every other document or agreement executed by any party evidencing, guarantying, securing or relating to any of the Obligations, as the same may be amended, restated, renewed, replaced, consolidated, supplemented, or otherwise modified from time to time; and "Loan Document" means any one of the Loan Documents.

"Obligations" means the loan, advances, indebtedness and each and every other obligation or liability of Borrower owed to Lender under this Note and any other Loan Documents, of every kind and description whether now existing or hereafter arising and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, liquidated or unliquidated, matured or unmatured, and including, without limitation, all obligations to perform or forbear from performing acts, and agreements, instruments and

documents evidencing, guarantying, securing or otherwise executed in connection with any of the foregoing, together with any amendments, modifications and restatements thereof, and all reasonable expenses and attorneys' fees incurred by Lender hereunder or any other document, instrument or agreement related to any of the foregoing.

"Person" or "person" means any individual, corporation, partnership, joint venture, association, trust, unincorporated association, joint stock company, government, municipality, political subdivision or agency, or other entity.

"Pledge Agreement" means the Pledge Agreement made by Pulsar in favor of Lender, as the same may be amended, restated, renewed, supplemented or otherwise modified from time to time.

"Pledged Collateral" means "Collateral" as such term is defined in the Pledge Agreement.

"RGGS Leases" mean the following, as amended from time to time: (a) that certain Non-Hydrocarbon Gas Lease by and between RGGS Land & Minerals Ltd., LP ("RGGS") and Borrower dated February 21, 2023; and (b) that certain Non-Hydrocarbon Gas Lease by and between RGGS and Borrower dated October 1, 2024.

"Security Agreement" means the Security Agreement made by Borrower in favor of Lender, as the same may be amended, restated, renewed, supplemented or otherwise modified from time to time.

2. Advances.

This Note evidences a line of credit. The Borrower may borrow, repay and reborrow hereunder and the Lender may advance and readvance under this Note from time to time (each an "advance" and together the "advances") until the Expiration Date, subject to the terms and conditions of this Note and the Loan Documents (as defined below). The "**Expiration Date**" means 31 March 2026, or such later date as may be designated by Lender by written notice from Lender to the Borrower. Borrower acknowledges and agrees that in no event will Lender be under any obligation to extend or renew the facility or this Note beyond the Expiration Date. In no event shall the aggregate unpaid principal amount of advances under this Note exceed the face amount of this Note.

All requests for advances shall be made in writing in accordance with standard procedures established by Lender, with such confirmation or verification (if any) as Lender may require in its discretion from time to time. Borrower authorizes Lender to accept telephonic, email, automated and electronic requests for advances, and Lender shall be entitled to rely upon the authority of any director or officer of Borrower providing such instructions. Borrower hereby indemnifies and holds Lender harmless from and against any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) which may arise or be created by the acceptance of such telephonic, email, automated and electronic requests or by the making of such advances. Lender will enter on its books and records, which entry when made will be presumed correct, the date and amount of each advance, as well as the date and amount of each payment made by the Borrower.

Borrower shall use the proceeds of the Loan solely towards project financing requirements of the Borrower's Topaz Project located in Minnesota, USA (the "Topaz Project").

3. Interest and Fees

Principal outstanding from time to time under this Note shall bear interest until payment in full at a fixed interest rate of twelve percent (12.00%) per annum. Interest shall be calculated based on a 360-day year and charged for the actual number of days elapsed. Any reference in this Note to a “per annum” rate shall be based on a year of 360 days.

Nothing herein contained, nor any transaction relating thereto, or hereto, shall be construed or so operate as to require the Borrower to pay, or be charged, interest at a greater rate than the maximum allowed by the applicable law relating to this Note. Should any interest or other charges, charged, paid or payable by the Borrower in connection with this Note, or any other document delivered in connection herewith, result in the charging, compensation, payment or earning of interest in excess of the maximum allowed by the applicable law as aforesaid, then any and all such excess shall be and the same is hereby waived by the holder, and any and all such excess paid shall be automatically credited against and in reduction of the principal due under this Note.

Utilization Fee. Borrower shall pay Lender a utilization fee equal to two percent (2.0%) of each advance under this Note which utilization fee shall be added to the principal balance of this Note.

4. Principal; Interest Payments

The entire outstanding principal balance and all unpaid accrued interest of the Note shall be due and payable in full on the Maturity Date. If any payment hereunder is due on a day that is not a Business Day, then payment will be due on the next Business Day.

There shall be no prepayment penalty if all or any part of any principal of the Note is paid in whole or in part before the original due date of that principal.

All payments of principal, interest and other amounts payable hereunder must be made to Lender not later than 3:00 p.m. United States Eastern Time on the due date to ensure credit on the due date. Any payment made by mail will be deemed tendered and received only upon actual receipt (time being of the essence), at the address of Lender designated for such payment whether or not Lender has authorized payment by mail or any other manner. Borrower hereby expressly assumes all risk of loss or liability resulting from non-delivery or delay in delivery of any payment transmitted by mail or in any other manner.

Borrower shall pay principal, interest, and all other amounts payable hereunder, whether now existing or hereafter arising, without any deduction whatsoever, including any deduction for any setoff or counterclaim. Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default.

Prior to an Event of Default under this Note, payments shall be applied first to any fees or other charges due and owing to Lender in connection with this Note, second to interest, then to principal. After an Event of Default under this Note, payments may be applied, as elected by Lender, in its sole discretion.

5. Security; Cross-Default

The Obligations hereunder are secured by the Pledged Collateral and by the Collateral. The occurrence of any default or breach under any Loan Document or any other Obligation and continuance beyond any applicable grace or cure period, shall constitute an Event of Default under this Note and a default under each other Loan Document.

6. Representations and Warranties.

(a) Organization and Existence. Borrower is duly organized and validly existing as a corporation in good standing under the laws of the state of Minnesota, USA and is qualified to do business in all other jurisdictions in which Borrower is transacting business.

(b) Due Authorization. The execution, delivery and performance by Borrower of this Note and the other Loan Documents have been duly authorized by all necessary action of Borrower, and shall not contravene any law or any governmental rule or order binding on Borrower, nor violate any agreement or instrument by which Borrower is bound nor result in the creation of a Lien on any assets of Borrower except any Lien granted to Lender herein. Borrower has duly executed and delivered to Lender the Loan Documents and they are valid and binding obligations of Borrower enforceable according to their respective terms, except as limited by equitable principles and by bankruptcy, insolvency or similar laws affecting the rights of creditors generally. No notice to, or consent by, any governmental body is needed in connection with this transaction.

(c) Solvency. Borrower is Solvent and upon consummation of the transaction contemplated herein will be Solvent. "Solvent" means that: (i) the total amount of the Borrower's assets is in excess of the total amount of its liabilities (including contingent liabilities), at a fair valuation; (ii) Borrower does not have unreasonably small capital for the business and/or transactions in which Borrower is engaged or is about to engage; and (iii) Borrower does not intend to or believe it will incur obligations beyond its ability to pay as they become due.

(d) Default. As of the date of this Note, no event or circumstance on the part of Borrower has occurred under this Note or the other Loan Documents, and Borrower has no knowledge that any event has occurred and is continuing which with notice or the passage of time or either would constitute an Event of Default under any thereof.

7. Covenants.

(a) Compliance with Laws. Borrower shall comply with all Canadian and United States federal, state and local laws, regulations and orders applicable to Borrower or its assets, including the Pledged Collateral and the Collateral, except as could not reasonably be expected to materially and adversely impair Borrower's financial condition or ability to repay the Obligations and shall immediately notify Lender of any violation of any rule, regulation, statute, ordinance, order or law. This Note is subject to receipt by the parent company to the Borrower, Pulsar Helium Inc., of TSX Venture Exchange ("TSXV") approval, if required under the policies of the TSXV.

(b) Further Assurances. Borrower shall execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further assurances and other agreements or instruments, and take or cause to be taken all such other action, as shall be reasonably necessary from time to time to give full effect to the Loan Documents and the transactions contemplated thereby.

(c) Negative Covenants. Except as otherwise provided or permitted in this Note or the Pledge Agreement, the Security Agreement, or the RGGGS Leases, Borrower shall not: (i) sell, lease, transfer, or otherwise dispose of all or part of the Collateral, (ii) incur indebtedness for borrowed money other than indebtedness to Lender, (iii) create, incur, assume or suffer to exist any Lien of any kind upon the Collateral, including without limitation, the Pledged Collateral and the Collateral, other than any Security and/or right of set-off arising under the general terms and conditions or the equivalent in any jurisdiction of banking or financing institutions, (iv) make loans, advances or extensions of credit to any Person, (v) guarantee or otherwise directly or indirectly, in any way, be or become responsible for obligations of any other Person, or (vi) directly or indirectly make any distributions, loans, repayment of loans, returns of capital contributions, or any other payments to its members, whether or not such payment is required or permitted pursuant to the terms of Borrower's organizational documents, other than payments to the Lender for application to the Obligations under this Note.

(d) Misrepresentation. Borrower shall not furnish Lender with any certificate or other document that intentionally contains any untrue statement of a material fact or intentionally omits to state a material fact necessary to make such certificate or document not misleading in light of the circumstances under which it was furnished.

(e) Single Purpose Entity. Borrower covenants and agrees that it has not, and shall not: (i) engage in any business or activity other than the exploration and development of the Topaz Project and activities incidental thereto; (ii) merge into or consolidate with any Person or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure; or (iii) seek dissolution or winding up, in whole or in part.

8. Events of Default; Remedies

(a) Events of Default. Upon the occurrence of any of the following events (each, an "Event of Default"), Lender may, at its option, without any demand or notice whatsoever, declare this Note and all Obligations to be fully due and payable in their aggregate amount, together with accrued interest and all fees, and charges applicable thereto:

(i) Any failure to make any payment when due of principal or accrued interest under this Note or any other Obligations;

(ii) Any representation or warranty of Borrower set forth in this Note or in any other Loan Document shall be intentionally materially inaccurate or misleading when made;

(iii) Borrower shall fail to observe or perform any term or condition set forth in this Note or in any other Loan Document, beyond any applicable grace or cure period;

(iv) A commencement by the Borrower of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or the entry of a decree or order for relief in respect of the Borrower in a case under any such law or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Borrower, or for any substantial part of the property of Borrower, or ordering the wind-up or liquidation of the affairs of Borrower; or the filing and pendency for ninety (90) days without dismissal of a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law; or the making by Borrower of any general assignment for the benefit of creditors; or the failure of the Borrower generally to pay its debts as such debts become due; or the taking of action by the Borrower in furtherance of any of the foregoing;

(v) The commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any of the Pledged Collateral, the Collateral or any property securing the Obligations;

(vi) The liquidation, dissolution or other winding up of Borrower; or

(vii) In the reasonable judgment of Lender, any material adverse change occurs in the existing financial condition of Borrower that will materially affect the ability of Borrower to repay or perform the Obligations and Borrower does not provide Lender with reasonable assurance of its ability to repay or perform the Obligations within thirty (30) days after written notice to Borrower.

(b) **Remedies.** Upon and after the occurrence of an Event of Default: (a) the Obligations shall, at the sole option of Lender, be immediately due and payable, without presentment, demand, protest or any further notice or any other formalities of any kind, all of which are hereby expressly and irrevocably waived, together with (to the extent permitted under applicable law) the costs, attorneys' fees, and outside consultants' fees reasonably incurred by Lender in collecting or enforcing payment; (b) Lender may proceed to protect and enforce all or any of its rights, remedies, powers and privileges under this Note by action at law, suit in equity or other appropriate proceedings; (c) any commitment or obligation, if any, on the part of Lender to make loans or otherwise extend credit to or in favor of Borrower shall immediately terminate, and (d) Lender may exercise any other rights and remedies permitted to Lender under the Pledge Agreement, the Security Agreement, other Loan Documents or under applicable law. However, upon the occurrence and at any time during the continuance or existence of an Event of Default under clause (iv) of Section 8(a), the Obligations and all indebtedness then outstanding thereunder shall automatically become immediately due and payable without any notice by Lender to Borrower and any commitment or obligation, if any, on the part of Lender to make loans or otherwise extend credit to or in favor of Borrower shall immediately and automatically terminate without notice or demand.

Lender's rights and remedies hereunder are cumulative, and may be exercised together, separately, and in any order. No delay on the part of Lender in the exercise of any such right or remedy shall operate as a waiver. No single or partial exercise by Lender of any right or remedy shall preclude any other further exercise of it or the exercise of any other right or remedy. No waiver or indulgence by Lender of any Event of Default shall be effective unless in writing and signed by Lender, nor shall a waiver on one occasion be construed as a waiver of any other occurrence in the future.

9. Late Payments; Default Rate; Fees. If any payment due hereunder is not made within ten (10) Business Days from the date such payment is due, Borrower agrees to pay to Lender a late payment fee in the amount equal to five percent (5%) of the payment that is overdue, or a minimum fee of US\$50, whichever is greater. During the continuance of an Event of Default, Borrower agrees that Lender may, without notice, impose the Default Rate. The "Default Rate" shall mean a rate equal to four percent (4%) per annum above the rate that would otherwise be applicable.

10. Costs and Expenses. Borrower shall reimburse Lender, upon demand, for all reasonable and actual costs and expenses incurred by Lender in connection with (i) collecting or attempting to collect the Obligations or any part thereof, (ii) maintaining or defending Lender's security interests or Liens (or the priority thereof) in the Pledged Collateral or the Collateral, (iii) the enforcement of Lender's rights or remedies under this Note or any other Loan Documents, (iv) the preparation or making of this Note and the other Loan Documents, as well as any amendments, modifications, waivers or consents with respect to same, and/or (v) any other matters or proceedings arising out of or in connection with any lending arrangement between Lender and Borrower as contemplated under the Loan Documents, which costs and expenses include without limit court costs and reasonable attorneys' fees (whether such costs are incurred in formal or informal collection actions, federal bankruptcy proceedings, probate proceedings, on appeal or

otherwise); and all other costs and expenses of Lender incurred in connection with any of the foregoing. Borrower shall indemnify Lender, its directors, officers, employees and agents (each and collectively, "Indemnified Party") against all losses, claims, damages, penalties, judgments, liabilities and expenses (including without limitation all expenses of litigation or preparation for litigation) which any of them pay or incur arising out of or relating to this Note or any other Loan Documents, the transactions described in this Note or the direct or indirect application or proposed application of any funds advanced by Lender to or for the benefit of Borrower; provided, however, that Borrower shall not be obligated to indemnify any Indemnified Party for any acts or omissions of such Indemnified Party in connection with matters described herein to the extent arising from the gross negligence or willful misconduct of such Indemnified Party, as determined by a court of competent jurisdiction in a final non-appealable judgment.

Lender shall advance the cost of all expenses related to this Note and the other Loan Documents; provided, however, that Borrower shall reimburse Lender for such expenses either via one or more advances pursuant to Section 2 of this Line of Credit Note, or from its own funds, at the option of Borrower.

11. Miscellaneous

(a) Waiver of Notice. Borrower hereby waives notice of non-payment, demand, presentment, protest and notice thereof with respect to any and all instruments, notice of acceptance hereof, notice of loans or advances made, credit extended, or any other action taken in reliance hereon, and all other demands and notices of any description, except such as are expressly provided for herein.

(b) Delay; Amendments. No delay or omission on Lender's part in exercising any right, remedy or option shall operate as a waiver of such or any other right, remedy or option or of any Event of Default, and the making of an advance notwithstanding the existence of an Event of Default or the inability of the Borrower to satisfy the conditions precedent to such advance does not constitute a waiver or acquiescence. Any single or partial exercise of any right does not preclude any other or further exercise of it or the exercise of any other right, and no waiver, amendment or other variation of the terms of this Note is valid unless in writing signed by Borrower and Lender, and then only to the extent that such writing specifies. All remedies contained in this Note or afforded by law are cumulative and all are available to the Lender until the Obligations have been performed and paid in full.

(c) Successors; Assigns. The terms of this Note bind and benefit the Borrower and the Lender and their respective successors and assigns, except that the Borrower shall not assign its rights or obligations under this Note without the Lender's prior written consent. The Lender may, upon notice to the Borrower, assign all or any part of its rights and obligations under this Note, and the Borrower releases the Lender for the amount so assigned.

(d) Governing Law; Jurisdiction; Venue. This Note is to be construed in accordance with the internal laws (but not the law of conflicts) of the State of Michigan. The Borrower irrevocably submits to the non-exclusive jurisdiction of any United States federal court in the Eastern District of Michigan or state court sitting in Washtenaw County, Michigan, United States of America in any action or proceeding arising out of or relating to this Note, and the Borrower irrevocably agrees that all such claims may be heard and determined in any such court and irrevocably waives any present and future objection it may have as to the venue of any action or proceeding brought in that court, or that that court is an inconvenient forum. Nothing herein shall limit the right of the Lender to bring any action or proceeding against the Borrower in the courts of any other jurisdiction.

(e) Modification; Waiver of Lender. The modification or waiver of any of Borrower's obligations or Lender's rights under this Note must be contained in a writing signed by Lender. Lender may perform Borrower's obligations, or delay or fail to exercise any of its rights or remedies, without

causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on another occasion. Borrower's obligations under this Note shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases (i) any of the obligations belonging to any co-borrower or endorser, (ii) any of its rights against any co-borrower or endorser, or (iii) the Collateral or any other property securing the obligations.

(f) Notices. All notices and communications provided for herein or in any other Loan Document or document required by law to be given shall be in writing (unless expressly provided therein to the contrary) and (i) if personally delivered, effective when delivered at the addresses set forth herein for the subject party or to such other address as said party shall have designated to the other in writing in accordance with this Section; (ii) if mailed, effective three Business Days after sending by first class mail, postage prepaid, addressed to such address; (iii) if sent by reputable overnight delivery service, effective one Business Day after delivery to such service, fees prepaid, addressed to such address; or (iv) by electronic mail to an email address approved by the recipient in advance of the communication (with email notices to be followed up by a copy sent to the recipient by first class mail. The giving of at least five Business Days' notice before Lender shall take any action described in any notice shall conclusively be deemed reasonable for all purposes, except where this Note or applicable law expressly provides for a notice period of a different duration; provided further, that this shall not be deemed to require Lender to give five Business Days' notice or any notice if not specifically required in this Note.

(g) Representation by Counsel. Borrower hereby represents that it has been represented by competent counsel of its choice, or has knowingly waived its right to use and retain counsel, in the negotiation and execution of this Note and the other Loan Documents; that it has read and fully understood the terms hereof; that the Borrower and any retained counsel have been afforded an opportunity to review, negotiate and modify the terms of this Note and the other Loan Documents; and that it intends to be bound hereby. In accordance with the foregoing, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Note or any other Loan Document.

12. Jury Waiver

THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THERE MAY BE A CONSTITUTIONAL RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM, DISPUTE OR LAWSUIT ARISING BETWEEN OR AMONG THEM, BUT THAT SUCH RIGHT MAY BE WAIVED. ACCORDINGLY, THE PARTIES AGREE THAT, NOTWITHSTANDING SUCH CONSTITUTIONAL RIGHT, IN THIS COMMERCIAL MATTER THE PARTIES BELIEVE AND AGREE THAT IT SHALL BE IN THEIR BEST INTERESTS TO WAIVE SUCH RIGHT, AND, ACCORDINGLY, HEREBY WAIVE SUCH RIGHT TO A JURY TRIAL, AND FURTHER AGREE THAT THE BEST FORUM FOR HEARING ANY CLAIM, DISPUTE, OR LAWSUIT, IF ANY, ARISING IN CONNECTION WITH THIS NOTE OR THE RELATIONSHIP AMONG THE PARTIES HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, OR WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE A COURT OF COMPETENT JURISDICTION SITTING WITHOUT A JURY.

[Signatures on following page]

IN WITNESS WHEREOF, each party hereto has caused this Note to be executed and delivered by its duly authorized officer or representative as of the date first above written.

BORROWER:

KEEWAYDIN RESOURCES, INC.,
a corporation organized under the laws of
the state of Minnesota, USA

By: /s/ Thomas Abraham-James
Print Name: Thomas Abraham-James
Title: President

Address: Unit 1 – 15782 Marine Drive
White Rock, BC
V4B 1E6
Canada
Email: connect@pulsarhelium.com

Accepted by:

LENDER:

UNIVERSITY BANCORP, INC.

By: /s/ Stephen Lange Ranzini
Print Name: Stephen Lange Ranzini
Title: President & CEO

2015 Washtenaw Ave.
Ann Arbor, Michigan 48104

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