MINING CLAIMS PURCHASE AGREEMENT

THIS AGREEMENT made the 1st day of February, 2023.

BETWEEN: **TALISMAN VENTURE PARTNERS LTD.,** a corporation governed under the laws of British Columbia

(hereinafter called the "Vendor")

AND:

SPARK ENERGY MINERALS INC., a corporation governed under the laws of British Columbia

(hereinafter called the "Purchaser")

WHEREAS the Vendor is a legal and beneficial owner of an undivided 100% interest in and to 12 mineral tenements located in Minas Gerais and Ceara State, Brazil, more fully described in Schedule "A" attached hereto (the "Property") and certain books and records and intellectual property and mining rights relating to or used in connection therewith (collectively with the Property, the "Property Interests").

WHEREAS the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendor those certain mining claims and associated rights set forth in Schedule "A" hereto, upon and subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set out (the adequacy of which consideration as to each of the parties hereto is hereby mutually admitted), the parties hereto respectively covenant and agree as follows.

ARTICLE 1 - DEFINED TERMS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

Where used in this Agreement the following terms shall have the following meanings respectively:

(a) *"Agreement"* means this agreement and all instruments supplemental hereto or in amendment or confirmation hereof;

(b) *"Closing"* means the completion of the Transaction;

(c) *"Closing Date"* means 10:00 a.m. (Vancouver Time) on February 15, 2023, or such other date as the Parties may agree as the date on which the Closing shall take place;

(d) *"Exchange"* means the Canadian Securities Exchange;

(e) "*Expenditures*" means, without limitation, all costs and expenses incurred by or on behalf of the Purchaser in prospecting and exploring for mineral deposits and preparing for the removal and recovery of minerals, in each case, on or directly with respect to the Property, including without limitation: (i) monies expended in doing geophysical, geochemical and geological surveys, drilling, trenching, drifting and other surface and underground work, assaying and metallurgical testing and engineering, carrying out studies or reports on or with respect to the Property or any part of it, acquiring, constructing or transporting facilities for the Property and equipping the Property, mobilizing and demobilizing crews, supplies and facilities (including fees, taxes and charges and other governmental levies); (ii) all insurance premiums and land fees associated with the Property; (iii) the costs, fees and expenses of recording work for assessment reports under applicable legislation and property and mining taxes relating to or in respect of the Property; (iv) carrying out restoration and reclamation of the Property required as a result of activities thereon and posting any required bond (whether cash or surety); and (v) the fees, wages, salaries, travelling expenses of all persons engaged directly in work with respect to or for the benefit of the Property, including the food, lodging and other reasonable needs of such persons while performing work at the Property and all costs at prevailing charge out rates for any personnel who from time to time are engaged directly in work on the Property, such rates to be in accordance with industry standards (but not including legal or accounting costs);

(f) *"Interim Period"* means that period from the date this Agreement is signed to the earlier of Closing or the termination of this Agreement;

(g) *"Parties"* means the Vendor and the Purchaser, collectively, and "Party" means any one of them;

(h) *"Person"* means any individual, corporation, partnership, trustee or trust or unincorporated association, and pronouns have a similarly extended meaning;

(i) "*Property*" has the meaning ascribed thereto in the Recitals of this Agreement;

(j) *"Property Interests"* has the meaning ascribed thereto in the Recitals of this Agreement;

(k) *"Purchase Price"* means the purchase price to be paid by the Purchaser to the Vendor for the Property Interests as referred to in paragraph 3.2 herein;

(l) *"Spark Shares"* means common shares of the Purchaser;

(m) *"Title Documents"* means the documents required to transfer the Property; and

(n) *"Transaction" means* the sale to and purchase by the Purchaser of the Property Interests contemplated hereunder.

1.2 Gender and Number

Words importing the singular include the plural and vice versa; words importing gender include all genders.

1.3 Entire Agreement

This Agreement, including the Schedules hereto, together with the agreements and other documents to be delivered pursuant hereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties.

1.4 Headings

The Article and Section headings contained herein are included solely for convenience of reference, are not intended to be full or accurate descriptions of the contents thereof and shall not be considered part of this Agreement.

1.5 Currency

Except where otherwise expressly stated, all dollar amounts referred to in this Agreement are in Canadian funds.

ARTICLE 2
SCHEDULES

2.1 Schedules

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

Schedule A	-	Description of the Property and Encumbrances
Schedule B	-	Net Smelter Royalty
Schedule C	-	Covenants of the Purchaser during the Interim Period

ARTICLE 3
AGREEMENT TO PURCHASE AND PURCHASE PRICE

3.1 Agreement to Purchase

Subject to the terms and conditions hereof, and subject to any adjustments hereinafter provided for, the Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor, the Property Interests for the Purchase Price. The Title Documents will be delivered by the Vendor to the Purchaser at Closing.

3.2 Purchase Price

The Purchase Price payable by the Purchaser to the Vendor for the Property Interests shall be the sum of one million, one hundred thousand dollars ($1,100,000), payable as follows:

(a) $150,000 payable in cash upon execution of this Agreement, as a deposit refundable only if the Vendor fails to complete its obligations required for Closing;

(b) $150,000 payable in cash on Closing; and

(c) the issuance, on Closing, of 10 million Spark Shares (the "Consideration Shares") at a deemed price of $0.08 per Consideration Share to the Vendor or its nominees (as determined in the Vendor's exclusive discretion).

3.3 Closing Conditions

(a) The obligations of the Vendor to complete the Transaction is subject to the satisfaction of each of the following conditions precedent (each of which is for the exclusive benefit of the Vendor and may be waived by the Vendor, and any one or more of which, if not satisfied or waived, will relieve the Vendor of any obligation to complete the Transaction):

(i) the execution and delivery of a royalty agreement between the Vendor and the Purchaser in respect of the Property, which provides for the Net Smelter Return Royalty referenced in Section 3.5 hereof and contains the terms substantially similar to those set out in Schedule "B" hereto; and

(ii) receipt of the full Purchase Price as described in Section 3.2 hereof; and

(iii) all of the representations and warranties of the Purchaser made in or pursuant to this Agreement shall be true and correct as at the Closing Date and with the same effect as if made at and as of the Closing Date (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement) and the Vendor shall have received a certificate from the Purchaser confirming the truth and correctness of such representations and warranties.

(b) The obligations of the Purchaser to complete the Transaction is subject to the satisfaction of each of the following conditions precedent (each of which is for the exclusive benefit of the Purchaser and may be waived by the Purchaser, and any one or more of which, if not satisfied or waived, will relieve the Purchaser of any obligation to complete the Transaction):

(i) satisfactory completion of the Purchaser's due diligence review of the Property Interests as referenced in Section 3.4 hereof (the "Due Diligence Condition");

(ii) the transfer and delivery of the Title Documents to the Purchaser, which shall occur within 5 days of filing the required documents with the Exchange;

(iii) all of the representations and warranties of the Vendor made in or pursuant to this Agreement shall be true and correct as at the Closing Date and with the same effect as if made at and as of the Closing Date (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement) and the Purchaser shall have received a certificate from the Vendor confirming the truth and correctness of such representations and warranties.

3.4 Due Diligence

For a period of no more than 30 days from the date hereof (the “Due Diligence Deadline”), the Purchaser will be permitted to make a full and complete investigation of the Property Interests such that is customary in a transaction of this nature. Such due diligence investigation will include review of leases and material agreements and other items relating to the Property as it or its advisors reasonably deem relevant. The Vendor shall make available all relevant information and materials that the Purchaser or its advisors may reasonably require on a timely basis and will allow the Purchaser to visit the Property. The Purchaser shall have the unfettered discretion in determining whether its due diligence provides the basis to complete the Transaction or not.

3.5 Net Smelter Return Royalty

At Closing, the Vendor will reserve to itself a 1% Net Smelter Return Royalty on all commercial mineral production from the Property, such Net Smelter Return Royalty to be calculated in accordance with Schedule “B” hereto. A separate stand along royalty agreement, which contains the terms substantially similar to those set out in Schedule “B” hereto, will be signed at Closing.

3.6 Recording of Net Smelter Return Royalty

The Vendor shall be entitled shall be entitled to register the Net Smelter Return Royalty, at its sole cost, against title at any time. It is intended that the Net Smelter Returns Royalty will run with the mineral tenures and not be merely contractual in nature.

3.7 Purchaser’s Option

The Purchaser shall have the right at any time to purchase the one percent (1.0%) of the Net Smelter Return Royalty for the sum of $1,000,000. The Purchaser shall make payment to the Vendor of readily available funds within 30 days after providing written notice that the Purchaser wishes to acquire such portion of the Net Smelter Returns Royalty.

3.8 Tax Adjustment

Property taxes and/or mining rent (as applicable) for the year of Closing shall be prorated as of the Closing Date.

3.9 Development of the Property

The Purchaser shall have the sole discretion as to what, if any, exploration or development work is performed on the Property during the Interim Period, subject only to the terms and conditions contained in Schedule C hereto.

3.10 Tax and Transfer Fees

(a) All amounts payable by the Parties pursuant to this Agreement do not include any value-added, sales, use, consumption, land transfer, multi-staged, personal property, customs, excise, stamp, transfer, or similar taxes, duties, or charges, (collectively “Sales Taxes”). All Sales Taxes on the Purchase Price are the responsibility and for the account of the Purchaser.

The Purchaser shall also be responsible for and pay, in addition to the Purchase Price, all registration fees payable in respect of registration by it of any documents on Closing. If Vendor is required by law or by administration thereof to collect any applicable Sales Taxes from the Purchaser, the Purchaser shall pay such Sales Taxes to the Vendor concurrent with the payment of any consideration payable pursuant to this Agreement upon which such Sales Taxes are calculated. Where the Vendor is not required by law or by administration thereof to collect applicable Sales Taxes, the Purchaser shall pay such Sales Taxes directly to the appropriate taxing authority and shall provide evidence of such payment to Vendor upon request.

(b) If in the Vendor's opinion such elections are available, then the Parties shall cooperate with each other and make all elections available to reduce or eliminate goods and services tax ("GST") under the GST legislation, if any, in connection with the Transaction. The Vendor and the Purchaser shall, at Closing, jointly execute all such elections to have the applicable provisions to reduce or eliminate GST payable by the Purchaser in respect of the Transaction. The Purchaser shall file any such elections in the form and within the time limits imposed by the GST legislation. The Purchaser shall, at all times, indemnify and hold harmless the Vendor, its directors, officers, and employees against and in respect of any and all amounts assessed by any taxing authority in the event that any Sales Tax election made by the Parties, or any other exemption claimed by Purchaser, was inapplicable, invalid, or not properly made, including all taxes, interest, and penalties assessed as a consequence of or in relation to any such assessment.

3.11 Covenants

The Purchaser covenants and agrees:

(a) to diligently comply with the obligations of the Purchaser set forth in Schedule "C" hereto;

(b) to confirm satisfaction or waiver of the Due Diligence Condition on or before the Due Diligence Deadline;

(c) to file with the Exchange all required documentation**;**;

(d) to not knowingly take any action, refrain from taking any action, or permit any action to be taken or not taken, which is inconsistent with this Agreement or which is or could reasonably be expected to impede or delay the completion of the Transaction; and

(e) to incur Expenditures on or with respect to the Property in the aggregate amount of no less than $100,000 on or before the 12-month anniversary of the date of this Agreement.

ARTICLE 4- PAYMENT OF PURCHASE PRICE AND TRANSFER AND DELIVERY OF PROPERTY INTERESTS

4.1 Payment of Purchase Price

The cash portion of the Purchase Price for the Property Interests shall be paid as set out in section 3.2 above, by certified cheque, bank draft, or wire in readily available funds to an account or accounts designated by the Vendor.

4.2 Transfer and Delivery of Property Interests

(a) On the execution hereof, the Vendor shall grant the Purchaser exclusive (except as to the Vendor) possession of the Property with full rights to conduct exploration activities thereon, subject only to the rights of the Vendor pursuant to Schedule "C"; provided however that in the event that this Agreement is terminated in accordance with Section 5.2 hereof, the foregoing provision shall immediately become null and void and of no further force or effect.

(b) On Closing, subject to the fulfilment of the Closing conditions set out in Sections 3.3(a) and 3.3(b) above: (i) the Purchaser will submit the Title Documents for registration; and (ii) the Vendor shall co-operate with the Purchaser in effecting such registrations, recordings and filings with public authorities as may be required in connection with the transfer of ownership to the Purchaser of the Property Interests.

ARTICLE 5 - CLOSING

5.1 Closing

The Closing shall take place on the Closing Date at the offices of the Purchaser, or at such other place as the Parties may agree upon as the place of closing.

5.2 Termination

Unless the Parties agree otherwise, this Agreement shall terminate upon the following:

(a) The mutual agreement of the Parties hereto;

(b) Failure of the Purchaser to make a payment as required hereunder, subject to a 30 day notice period in which to correct such default; and

(c) Failure of either Party to comply with their covenants hereunder, subject to a 30 day notice period in which to correct such default.

ARTICLE 6- REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of the Vendor

The Vendor hereby represents and warrants to the Purchaser as follows:

(a) *Enforceability of Obligations* - This Agreement constitutes a valid and binding obligation of the Vendor, enforceable against it in accordance with the terms hereof, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

(b) *Title to Property Interests* - The Vendor warrants that the mineral tenements comprising the Property described in Schedule "A" are in good standing until the expiry dates set forth in Schedule "A".

(c) *Litigation* - There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the knowledge, information and belief (after due enquiry) of the Vendor, threatened against, or involving the Vendor or the Property Interests or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator, which, in any such case, might materially adversely affect the ability of the Vendor to enter into this Agreement, to consummate the transactions contemplated hereby or in any manner challenging ownership of interest in any of the Property Interests, or which might reasonably be expected to result in a material impairment or loss of any of the Property Interests. The Vendor is not aware of any existing ground on which any such action, suit or proceeding may be commenced with any reasonable likelihood of success. There has not been a refusal or threatened refusal by any surface owner in respect to any proposed or actual exploration activities on the Property.

(d) *Environmental Matters* – The Vendor is not subject to any proceedings alleging violation of any environmental, health or safety laws and has not received from any governmental authority written notification advising of the instigation of any such proceeding which has not been resolved and there has been no known spill, discharge, deposit, leak, emission or other release of any contaminant, pollutant, dangerous or toxic substance or hazardous waste on, into, under or affecting the Property in any material way and no such contaminant, pollutant, dangerous or toxic substance or hazardous waste is stored in any type of container on, in or under the Property. There are no reclamation, rehabilitation, restoration or abandonment obligations out of the ordinary course of business with respect to any of the Property.

(e) *Residency* - The Vendor is resident of Canada for the purposes of the *Income Tax Act* (Canada).

(f) *Investigation* – The Vendor will, until Closing, afford the Purchaser at its sole risk and expense full access during normal business hours to all title documents, abstracts of title, contracts, books, records and other such material relating to the Property Interests and furnish such copies thereof and other information, as the Purchaser may reasonably request.

(g) *Third Party Approvals* - There are no approvals, consents or waivers required to be obtained from any third parties whatsoever, in order to permit completion of the Transaction.[1]

(h) *Liens and Encumbrances* – Other than statutory liens, the only liens and encumbrances affecting the Property are detailed in Schedule “A”.

(i) *No Approvals Required* - No authorization, approval, order, license, permit or consent of any governmental authority, regulatory body or agency, including any governmental department, commission, bureau, board or administrative agency or court, and no registration, declaration or filing by the Vendor with any such governmental authority, regulatory body or agency or court is required in connection with the execution, delivery or performance of this Agreement by the Vendor or the sale of the Property.

(j) *Claims Against Title* - To the best of its knowledge, there are no adverse claims or challenges of any kind whatsoever, including, without limitation, claims or challenges by First Nations peoples, against or to the ownership of, or title to, the Property, other than land claims by First Nations peoples of a general nature.

(k) *Exploration and Other Rights* - Other than the Vendor, no Person has any form of right to acquire, explore, develop, mine or otherwise exploit the Property, pursuant to the mineral rights as granted under applicable laws and there are no back in rights, earn in rights, rights of first refusal, royalty rights or similar provisions affecting the Property other than as set out in Schedule "A".

6.2 Non-Waiver

No investigations made by or on behalf of the Purchaser at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by the Vendor herein or pursuant hereto. No waiver by the Purchaser of any condition, in whole or in part, shall operate as a waiver of any other condition.

6.3 Representations and Warranties of Purchaser

The Purchaser hereby represents and warrants to the Vendor as follows:

(a) *Organization and Valid Existence* - The Purchaser is a corporation duly validly subsisting under the laws of British Columbia. The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder have been duly authorized by all necessary corporate action on the part of the Purchaser.

(b) *Enforceability of Obligations* - This Agreement constitutes a valid and binding obligation of the Purchaser, enforceable against it in accordance with the terms hereof, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

(c) *Litigation* - There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the knowledge, information and belief (after due enquiry) of the Purchaser, threatened against or involving the Purchaser or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any such case, might adversely affect the ability of the Purchaser to enter into this Agreement or to consummate the transactions contemplated hereby and the Purchaser is not aware of any existing ground on which any such action, suit or proceeding may be commenced with any reasonable likelihood of success.

(d) *Third Party Approvals* - There are no approvals, consents or waivers required to be obtained from any third parties whatsoever, in order to permit completion of the Transactions.

(e) *No Approvals Required* – no authorization, approval, order, license, permit or consent of any governmental authority, regulatory body or agency, including any governmental department, commission, bureau, board or administrative agency or court, and no registration, declaration or filing by the Purchaser with any such governmental authority, regulatory body or agency or court is required in connection with the execution, delivery or performance of this Agreement by the Purchaser or the purchase of the Property by the Purchaser.

(f) *Authorized Share Capital* – The authorized share capital of the Purchaser consists of an unlimited number of Spark Shares without par value, of which, as of the date hereof, 107,642,010 Spark Shares are issued and outstanding. All outstanding Spark Shares have been duly authorized, are validly issued as fully paid and non-assessable, and were issued in compliance with the articles of the Purchaser and all applicable laws.

(g) *Consideration Shares* – The Purchaser has all necessary corporate power, authority and capacity to issue the Consideration Shares. The Consideration Shares will, when issued and delivered, be duly and validly issued by the Purchaser as fully paid and non assessable shares and will not be issued in violation of the terms of any agreement or other understanding binding upon the Purchaser at the time that such shares are issued and will be issued in compliance with the constating documents of Purchaser and all applicable laws.

6.4 Nature and Survival of Representations and Warranties

All statements contained in any certificate or other instrument delivered by or on behalf of a Party pursuant to or in connection with the transactions contemplated by this Agreement shall be deemed to have been made by such Party hereunder. All representations, warranties, covenants and agreements herein contained on the part of each of the Parties shall survive the Closing for a period of two years from the Closing Date, after which time, if no claim shall, prior to the expiry of said two year period, have been made hereunder against the Party hereto with respect to any incorrectness in or breach of any such representation or warranty, such Parties shall have no further liability hereunder with respect to such representation or warranty.

6.5 Force Majeure

If either Party is prevented, delayed or interrupted in performing its obligations under this agreement due to any occurrence beyond its control, such as, but not limited to, strikes, walkouts, wars or acts of governments or government agencies or other authorities having jurisdiction, including public health orders or best practices recommendations, including in the case of Covid 19, then such prevention, delay or interruption shall not be construed to be a default under this Agreement. The Party so prevented, delayed or interrupted shall give notice to the other Party of such events as soon as reasonably possible and both Parties shall use their reasonable best efforts to comply with the terms of this Agreement notwithstanding such prevention, delay or interruption.

ARTICLE 7- GENERAL

7.1 Tender

Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or any party acting for them or their solicitors and money may be tendered by negotiable cheque certified by a Canadian chartered bank or trust company.

7.2 Expenses

All costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with the Agreement and the transactions contemplated hereby shall be paid by the Party incurring such expenses.

7.3 Time

Time shall be of the essence hereof, provided that if either party is in default hereunder, each shall be granted a 30 day cure period from the date of a written notice of default.

7.4 Notices

Any notice, direction or other document required or permitted to be given hereunder or for the purposes hereof (hereinafter in this Section 7.4 called a "notice") to any Party shall be in writing and shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by facsimile or other form of recorded communication tested prior to transmission to such Party:

(a) in the case of a notice to the Vendor at:

Talisman Venture Partners, Ltd.

4013 Rainbow Hill Lane

Victoria, B.C.

V8X0A6

Attention: Nick Watters, CEO

Email: Redacted - Personal Information

(b) in the case of a notice to the Purchaser at:

Suite 702, 595 Street

Vancouver, BC V6C 2T5

Attention: Peter Wilson, CEO

Email: Redacted - Personal Information

or at such other address as the Party to whom such writing is to be given shall have last notified the Party giving the same in the manner provided in this section. Any notice delivered to the Party to whom it is addressed as hereinbefore provided shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day then the notice shall be deemed to have been given and received on the first business day next following such day. Any notice mailed as aforesaid shall be deemed to have been given and received on the third business day following the date of its mailing. Any notice transmitted by electronic mail or other form of recorded communication shall be deemed given and received on the first business day after its transmission.

7.5 Assignment

Neither this Agreement nor any right or obligation under this Agreement may be assigned by either Party without the prior consent of the other Party. This Agreement enures to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and permitted assigns.

7.6 Further Assurances

The Parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Closing.

7.7 Severability

If any covenant or provision of this Agreement is prohibited in whole or in part in any jurisdiction, such covenant or provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining covenants and provisions hereof and shall, as to such jurisdiction, be deemed to be severed from this Agreement to the extent of such prohibition.

7.8 Public Notices

Except for disclosures required by law, all public notices to third parties and all other publicity concerning the transactions contemplated by this Agreement shall be planned and coordinated by the Vendor and the Purchaser and no Party shall act unilaterally in this regard without the prior approval of the other of them, such approval not to be unreasonably withheld. Without limiting the generality of the foregoing, up to Closing, the Purchaser shall allow the Vendor to review and provide comments on any news release that is disseminated to the public, and any filing that is made to the Exchange, in each case, in connection with the Transaction.

7.9 Rights

Except as specifically set forth or referred to herein, nothing herein, express or implied, is intended or shall be construed to confer upon or to give any Person, other than the Parties and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

7.10 Amendment

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

7.11 Applicable Law

This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Parties agree that the courts of British Columbia shall have jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement and each Party does hereby attorn and irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia.

7.12 Counterparts

This Agreement may be executed and delivered by the Parties in separate counterparts each of which when so executed and delivered shall be an original, and each of which may be delivered by e-mail or other functionally equivalent electronic means of transmission, and all such counterparts shall together constitute one and the same instrument.

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IN WITNESS WHEREOF the Parties have hereunto duly executed this Agreement.

TALISMAN VENTURE PARTNERS LTD.

By:

(signed) "Nick Watters"

Authorized Signatory

SPARK ENERGY MINERALS INC.

By:

(signed) "Peter Wilson"

Authorized Signatory

Schedule A

Description of Minas Gervais Mineral Property

ANM PROCESS	AREA_HA	PHASE	NAME	SUBS	STATE
830035/2023	1989.04	PERMIT REQUEST	Leonardo Lopes Souza Me	LITHIUM	MG
830036/2023	1986.89	PERMIT REQUEST	Leonardo Lopes Souza Me	LITHIUM	MG
830037/2023	1980.46	PERMIT REQUEST	Leonardo Lopes Souza Me	LITHIUM	MG
830038/2023	1995.35	PERMIT REQUEST	Leonardo Lopes Souza Me	LITHIUM	MG
830039/2023	1944.68	PERMIT REQUEST	Leonardo Lopes Souza Me	LITHIUM	MG
830040/2023	1994.38	PERMIT REQUEST	Leonardo Lopes Souza Me	LITHIUM	MG
830041/2023	1788.76	PERMIT REQUEST	Leonardo Lopes Souza Me	LITHIUM	MG
830043/2023	1102.19	PERMIT REQUEST	Leonardo Lopes Souza Me	LITHIUM	MG
830044/2023	1922.18	PERMIT REQUEST	Leonardo Lopes Souza Me	LITHIUM	MG
830045/2023	1982.13	PERMIT REQUEST	Leonardo Lopes Souza Me	LITHIUM	MG
830046/2023	640.83	PERMIT REQUEST	Leonardo Lopes Souza Me	LITHIUM	MG
830047/2023	1809.84	PERMIT REQUEST	Leonardo Lopes Souza Me	LITHIUM	MG

Description of Encumbrances

Royalties:

Nil

Schedule "B"

Net Smelter Returns Royalty

1. **Calculation of Net Smelter Returns Royalty**. The Net Smelter Returns Royalty payable Description will be equal to the percentage set forth in section 3.5 of the Agreement of the Net Smelter Revenue (as defined herein) derived from the Property Interests and any other mineral interests in which any of the Property Interests are converted (the "**Royalty Properties**") and will be paid by the Purchaser and any subsequent owner of the Royalty Properties (for the purposes of this Schedule B, the "**Producer**").

   The "**Net Smelter Revenue**" will be equal to Gross Revenue (as defined herein) less Allowable Deductions (as defined herein).

2. **Payment of Net Smelter Returns Royalty**. Timing of Net Smelter Returns Royalty payments (for the purposes of this Schedule B, the "**Royalty**") and payment procedures shall be as follows:

   (a) Net Smelter Revenue shall be determined calendar monthly. The Royalty shall be paid on a calendar quarter basis and shall be comprised of the aggregate of the Royalty determined for each month of such calendar quarter. The Royalty shall be paid on the 60th day following the last day of the calendar quarter (or if such day is not a business day, the next business day) in which the same accrued (the "**Payment Date**"). At the time of payment of the Royalty, the Producer shall deliver to the holder or holders of the Royalty (the "**Royalty Owners**") a statement showing in reasonable detail: the quantities and grades of the Products (defined below) produced and sold by Producer or its Affiliates for each month in the preceding quarter and the amount actually received by the Producer or its Affiliates for such sales; Allowable Deductions (defined below); and other pertinent information in reasonable detail to explain the calculation of the Royalty with respect to each month of each quarter;

   (b) where payment of the Royalty is made in cash, payment to each Royalty Owner shall be made in Canadian dollars by certified cheque (of immediately available funds) on the Payment Date or upon not less than forty eight (48) hours prior written notice from a Royalty Owner (but no earlier than the Payment Date), by wire transfer (of immediately available funds), to an account specified by the Royalty Owner in such notice;

   (c) all payments of Royalty shall be considered final and in full satisfaction of all obligations of Producer with respect thereto (absent fraud), unless, in respect of a Royalty Owner, such Royalty Owner gives Producer written notice describing and setting forth a specific objection to the calculation thereof within six (6) months after the end of the calendar year in which the calendar quarter for which the payment was made occurs;

   (d) the Royalty Owners shall have the right, upon reasonable notice and at reasonable times, to have the Producer's accounts and records relating to the calculation of the Royalty with respect to any period in question audited by an independent chartered accountant. If such audit determines that there has been a deficiency or an excess in the payment made to any Royalty Owner, such deficiency or excess shall be resolved pursuant to Section 1(e) of this Schedule B. The Royalty Owners who have requested such audit shall pay all costs of such audit. Any claim for adjustment arising from an audit shall be subject to the time limit set forth in Section 1(c) of this Schedule B; and

(e) in the event a Royalty Owner has been underpaid, the Producer shall pay the amount of the deficiency to such Royalty Owner within 10 days after such deficiency has been determined. If a Royalty Owner has been overpaid, the Producer shall reduce subsequent Royalty payments as necessary to bring the Royalty Owner's Royalty into balance.

3. **Commingling**. The Producer may commingle or permit commingling of ores from the Royalty Properties or mineral bearing products obtained after the treatment thereof ("**Commingling Product**") with such ores or products from other properties. The Producer shall give written notice to the Royalty Holder prior to such commingling. Before any Commingling Product is commingled with ores or minerals from any other properties, the Commingling Product shall be measured and sampled in accordance with sound mining and metallurgical practices for moisture, metal, mineral and other appropriate content and penalty substances of the Commingling Product. Representative samples of the Commingling Product and the results of the measuring and sampling (including penalty substances) shall be retained by the Producer. From this information, the Producer shall determine the quantity of the Commingling Product subject to the Royalty notwithstanding that the Commingling Product has been commingled with minerals from other properties. Any Royalty Owner shall have the right to conduct inspections of Producer's operations and properties, and to inspect and copy all records, related to the determination of such mineral content in the Commingled Product. Following the expiration of the period for objections described above in Section 1(c), and absent timely objection, if any, made by a Royalty Owner, the Producer may dispose of the materials and data required to be kept and produced by this section.

4. **Hedging Activities**. The gross proceeds actually received by the Producer or any of its Affiliates from the sale of Products (the "**Gross Value**") shall be determined in respect of Products regardless of any actual hedging or price protection arrangements ("**Hedging Activities**") entered into by Producer or its Affiliates with respect to production thereof from the Royalty Properties including, but not limited to, forward sales, futures trading or commodity options trading, and any other price hedging, price protection, and speculative arrangements on or off commodity exchanges that may involve the possible delivery of Products produced from the Royalty Properties. Such Hedging Activities, and the profits and losses generated from the Hedging Activities, shall not be taken into account in the calculation of Net Smelter Revenue. All Hedging Activities by the Producer and all profits or losses associated therewith, if any, shall be solely for the Producer's account. Hedging Activities may result in Producer or its Affiliates obtaining more revenue or greater losses than does a Royalty Holder. If Products produced from the Royalty Properties are subject to Hedging Activities, then such Products shall be deemed to have been sold at the price of the applicable Product on the day of sale, as determined in the case of gold by the London PM Fix for such date, in the case of silver for the London Fix for such date and for all other Products the London Metals Exchange official cash buyer price for such date (all in United States dollars).

5. **Interest.**The amount of any underpayment of Royalty shall bear interest at the Prime Rate plus one percent (1%), provided, however, that the determination of such interest rate shall not limit any remedies otherwise available to a Royalty Owner in respect of fraud.

6. Records, Annual Reports and Inspections

(a) **Records**. The Producer shall keep accurate records of data necessary for the computation of the Royalty. The Producer's records, books, and accounts that are related to the computation and payment of the Royalty shall be open to the inspection of and copying by the Royalty Owners or their designated representatives at times selected by the Royalty Owners upon not less than three Business Days notice to Producer during normal business hours. The Royalty Owners will honour and comply with any reasonable confidentiality restrictions placed upon such information by Producer.

(b) **Annual Reports.** Within 90 days following the end of each calendar year, the Producer shall provide the Royalty Owners with an annual report of Products mined, Products milled, recoveries, grades, Allowable Deductions (as defined below) and capital and development expenses with respect to the Royalty Properties during such calendar year. Such annual report shall include estimates of anticipated production from and estimated remaining reserves on the Royalty Properties for the succeeding calendar year. If requested in writing, the Producer shall provide the Royalty Owners, at the Royalty Owners' expense, with such data or reports regarding mineral resources that are subject to the Royalty as may be reasonably required by any of the Royalty Owners to comply with the requirements of National Instrument 43-101, but no officer or employee of the Producer or any of its Affiliates shall be required to act as a "qualified person" (as that term is defined in National Instrument 43-101) of a Royalty Owner in respect of any publicly disclosed information. No representation or warranty is made by the Producer with respect to the accuracy of the conclusions drawn by the Royalty Owners with respect to such reports.

(c) **Inspections**. Upon not less than three Business Days notice to the Producer, any of the Royalty Owners, at such Royalty Owner's expense, may have a representative present at any stage when ores or Products derived after the treatment thereof are mined, hauled, stored, weighed, sampled, assayed, tested, and processed, and shall upon request be furnished with a part of any sample taken. Upon not less than three Business Days notice to Producer, the representative of any Royalty Owner shall also have access to and the right to inspect all production records and data pertaining to all production activities and operations on or with respect to the Royalty Properties, including without limitation, records and data that are electronically maintained. The Royalty Owner, or its authorized agents or representatives, shall enter upon the Royalty Properties at its or their own risk and expense and shall not hinder the operations and activities on or relating to the Royalty Properties.

7. Tailings

(a) **Tailings**. All tailings resulting from the Producer's operations and activities on the Royalty Properties shall be the sole and exclusive property of the Producer, but shall be subject to the Royalty if such tailings are processed by the Producer and result in the production of Products. If commingling of the tailings occurs, Section 2 of this Schedule B shall apply to the tailings and the tailings shall be deemed to be Commingling Product.

8. Sale of Royalty Properties

(a) **Sale of Royalty Properties**. The Producer may, at any time, sell or transfer all or a portion of the Royalty Properties, subject to the following conditions:

(i) the Producer, including any party who is a successor to Producer hereunder, shall cause any assignee of any of the Royalty Properties to assume in writing the obligations to the Royalty Owners hereunder with respect to such Royalty Properties and to cause an original of such writing to be delivered to Royalty Owners. If such assumption in writing has been obtained and delivered to Royalty Owners, Producer shall be relieved of its obligations under this Schedule B (and under the Agreement) upon the assignment, foreclosure, or other transfer of such Royalty Properties.

(ii) Nothing in this Section 8(a) shall prevent:

A. a sale, transfer or assignment of all or a portion of the Royalty Properties to an Affiliate of the Producer, provided that the Producer shall cause any such Affiliate to assume in writing the obligations to Royalty Owner hereunder with respect to such Royalty Properties and to retransfer all or such portion of the Royalty Properties to the Producer before ceasing to be an Affiliate of the Producer; and

B. an amalgamation or corporate reorganization involving the Producer which has the effect at law of the amalgamated or surviving entity possessing all of the property, rights and interests and being subject to all of the debts, liabilities and obligations of each amalgamating or predecessor corporation.

(b) The Royalty Owners may convey or assign all or any undivided portion of the Royalty payable, indefinitely or for a stated term of years or up to a specified dollar amount. The Producer shall assist the Royalty Owners and assignee to complete a proposed transfer of the Royalty, including by executing all documents reasonably requested by the Royalty Owners.

9. **Defined Terms.** For the purposes of this Schedule B:

(a) "**Affiliate**" means any Person which, directly or indirectly, controls, is controlled by, or is under common control with, a Party. For purposes of the preceding sentence, "**control**" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise;

(b) "**Allowable Deductions**" means the aggregate of the following charges (to the extent they are not deducted by any purchaser in computing payment) that are incurred with respect to the Royalty Properties in the same calendar month in which Gross Revenue is earned for the purposes of calculating the Royalty for such month:

(i) sales charges levied by any sales agent on the sale of Products;

(ii) transportation costs for Products from the Royalty Properties to the place of beneficiation, processing or treatment and thence to the place of delivery of Products to a purchaser thereof, including shipping, freight, handling and forwarding expenses;

(iii) all costs, expenses and charges of any nature whatsoever which are either paid or incurred by the Producer in connection with the refinement or beneficiation of Products after leaving the Royalty Properties, including all smelter and refinery charges and all weighing, sampling, assaying, representation and storage costs, metal losses and umpire charges, and any penalties charged by the processor, refinery or smelter; and

(iv) all insurance costs on Products and any government royalties, third party royalties, production taxes, severance taxes and sales and other taxes levied on Products or on the production value thereof (other than income taxes of the Producer);

(c) "**Business Day**" means a day other than Saturday, Sunday or a statutory holiday in Vancouver, British Columbia;

(d) "**Commencement of Commercial Production**" means the first day of the month following the first 30 consecutive days during which concentrates have been produced from the mill from ore mined from the Property at an average rate of not less than sixty percent (60%) of the mill's maximum designed production rate;

(e) **"Gross Revenue"** means the aggregate of the following amounts (without duplication) accruing in each calendar month following Commencement of Commercial Production:

(i) where the Products are sold as ores or concentrates, the gross amount received from the Producer following sale thereof; and

(ii) where the Products are treated in a smelter and metals recovered therefrom are delivered to, and sold by the Producer, the gross amount received from the Producer following sale of the metals so delivered[2].

(f) "**Products**" means all commercial mineral products (including concentrates derived therefrom) produced from the Property Interests; and

(g) All other capitalized terms used in this Schedule B shall have the meanings ascribed thereto in the Agreement to which this Schedule B is attached.

SCHEDULE C

During the Interim Period:

(a) the Purchaser shall pay such costs as are required to maintain in good standing the Property Interests in good standing by the doing and filing of assessment work or the making of payments in lieu thereof, by the payment of taxes and rentals and the performance of all other actions which may be necessary in that regard and in order to keep the Property free and clear of all liens and other charges arising from the exploration activities undertaken hereunder, except those at the time contested in good faith by the Purchaser;

(b) the Purchaser shall do all work on the Property in a good and workmanlike fashion and in accordance with all applicable laws, regulations, orders and ordinances of any governmental authority;

(c) the Purchaser shall indemnify and save the Vendor harmless in respect of any and all costs, claims, liabilities and expenses arising out of the Purchaser's activities on the Property and, without limiting the generality of the foregoing will, during the currency of this Agreement, carry not less than $1,000,000 in third party liability insurance in respect of its operations on the Property for the benefit of the parties as their interests appear.