MINERAL PROPERTY PURCHASE AGREEMENT

THIS AGREEMENT is dated for reference this 11th day of June, 2024 (the "**Effective Date**").

BETWEEN:

Recharge Resources Limited, a company duly registered in British Columbia, whose address for notices is Royal Centre, Suite 1500, 1055 West Georgia Street, Vancouver, British Columbia, Canada V6E 4N7

(the "**Vendor**")

AND:

American Salars Lithium Inc. a company duly registered in British Columbia, whose address for notices is 200-551 Howe Street, Vancouver, British Columbia, Canada V6C 2C2

(the "**Purchaser**")

WHEREAS:

A. The Vendor is the registered and beneficial owner of an undivided 100% interest in and to certain mining concessions (the "**Concessions**") located in Salta Province, Argentina, more particularly described in Schedule "A" to this Agreement (the "**Property**"); and

B. The Vendor has agreed to sell to the Purchase and the Purchaser has agreed to purchase from the Vendor, an undivided 100% interest in and to the Property in accordance with the terms and conditions hereinafter set forth.

THEREFORE, in consideration of the mutual covenants and agreements in this Agreement, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 For the purposes of this Agreement:

(a) "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement. 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) "Approval Date" The day upon which the Purchaser receives any required approval of the Regulatory Authorities to the acquisition of the Property;

(c) "Closing Date" means the date on which of the Purchase Price has been paid, following the Approval Date with approval from all required Regulatory Authorities, including if required the Exchange;

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

(e) "Minerals" Means all materials of commercial value produced or derived from the Property and all base metals and minerals, all precious metals and minerals, all rare earth, non-metallic minerals including diamonds, all industrial minerals and all ores, concentrates, precipitates, beneficiated products, and solutions containing any of the aforementioned metals or minerals, and all forms in which such metals and minerals may occur, be found, extracted or produced on, in or under the Property;

(f) "Purchase Price" means the consideration specified in Section 3.3 hereof for the purchase of the Property by the Purchaser;

(g) "Property" means the Concessions described in Schedule "A" to this Agreement;

(h) "Property Rights" means all licences, permits, easements, rights-of-way, certificates and other approvals obtained by either of the parties, either before or after the date of this Agreement, and necessary for the development of the Property or for the purpose of placing the Property into production or of continuing production on the Property;

(i) "Regulatory Authority" means any multinational or supranational body or organization, nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or regulatory authority, agency, board, body, bureau, commission, instrumentality, court or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority) thereof, any taxing authority, any ministry or department or agency of any of the foregoing and any self-regulatory organization or stock exchange; and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, related to the Concessions and the Property; and

(j) "Royalty" means a royalty of 2.5% of net smelter returns of the Minerals produced from the Property, from time to time payable to the Vendor pursuant to section 8, which can be purchased for $1,500,000 for 1.5% (60%) of the Royalty thereby reducing the Royal to 1.0%, as more particularly described in Schedule "B".

1.2 For the purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) "this Agreement" means this mineral property purchase agreement and all Schedules attached hereto;

(b) any reference in this Agreement to a designated "Section", "Schedule", "paragraph" or other subdivision refers to the designated section, schedule, paragraph or other subdivision of this Agreement;

(c) the words "herein" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision of this Agreement;

(d) the word "including", when following any general statement, term or matter, is not to be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto but rather refers to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;

(e) any reference to a statute includes and, unless otherwise specified herein, is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which has the effect of supplementing or superseding such statute or such regulation;

(f) any reference to "party" or "parties" means the Vendor, the Purchaser, or both, as the context requires;

(g) the headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement;

(h) words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa; and

(i) all references to currency refer to Canadian dollars.

1.3 The following is a Schedule to this Agreement, and is incorporated into this Agreement by reference:

Schedule "A": Pocitos 1 Property – Property Legal Description.
Schedule “B”: Production Royalty Terms

2. REPRESENTATIONS AND WARRANTIES OF THE VENDOR AND THE PURCHASER

2.1 The Vendor represents and warrants to the Purchaser that:

(a) The Concessions comprised in the Property are in good standing and have been duly and validly issued pursuant to all applicable laws and regulations of Argentina, including without limitation the Argentine Mining Code, Law N° 24.585 and any other regulations thereunder and they are in good standing and the information in Schedule A is accurate.

(b) It is the sole legal, beneficial and recorded owner of the Concessions and owns and possesses and has good and marketable title to the Concessions free and clear of all liens, charges and encumbrances or other claims whatsoever or limitations of ownership and, without limiting the generality of the foregoing, the Vendor has not entered into and there are not any agreements or options to grant or convey any interest in the Concessions or to pay any royalties with respect to the Concessions.

(c) It holds all governmental permits, licenses, consents and authority that it is required by law to hold in order to hold the interest in the Concessions.

(d) Other than this Agreement it is not a party to any outstanding agreements or options to acquire, purchase or sell the Property or any portion thereof or any interest therein.

(e) To the best of its knowledge, there is no adverse claim or challenge against or to the ownership of or title to any part of the Property.

(f) To its knowledge, there are no actions, or claims, investigations, suits, proceedings or inquiries (judicial or otherwise) pending or threatened against or relating to the Property before or by any governmental or regulatory agency or board, which would reasonably be expected to have a materially adverse effect on the ability of the Vendor to perform its obligations hereunder.

(g) It has not, and to the best of its knowledge and following due inquiry, nor has any other Person, in relation to the Property received any notice of any breach of any Law or notice of default of any of the terms or provisions of any agreements or instruments in respect of the Property and it has no knowledge of any act or omission or any condition on the Property which could be give rise to any such notice.

(h) All taxes, mining concession fees (derechos mineros), rates or other levies of every nature and kind heretofore levied against the Property have been fully paid and satisfied.

(i) There has been no material spill, discharge, leak, emission, ejection, escape, dumping, or any release of any kind, of any toxic or hazardous substance or waste (as defined by any applicable law) from, on, in or under the Property.

(j) to the Vendor's knowledge:

(i) there are no writs, injunctions, orders or judgments outstanding, nor claims, proceedings or investigations pending or threatened, relating to the use, maintenance or operation of the Property, whether related to environmental matters or otherwise:

(ii) the Property and its existing and prior uses comply and have at all times complied with all material applicable federal, state and local laws, regulations, orders or approvals relating to operations on the Property and environmental or similar matters;

(iii) all assessment work required to be performed and filed has been performed and filed, all taxes and other payments have been paid and all filings have been made; and

(iv) no hazardous or toxic materials, substances, pollutants, contaminants or wastes have been released into the environment, or deposited, discharged, placed or disposed of on the Property, nor has the Property been used at any time by any person as a landfill or waste disposal site, and there are no obligations or commitments for reclamation, closure or other environmental corrective, clean-up or remediation action directly or indirectly relating to the Property.

(k) It has not received from any governmental or regulatory agency or board, any notice of or communication relating to any actual or alleged claims and, to its knowledge, there are no outstanding work orders or actions required to be taken relating to environmental matters respecting the Property or any operations carried out on the Property.

(l) It has provided to the Purchaser data, maps, interpretive data, samples and other materials relevant to the Property for evaluation in the possession or control of the Vendor and it will permit Purchaser to retain possession of such materials and information during the Option Period, it being understood that these materials will remain in the Purchaser's possession in the event the Option is exercised and, if the Option is not exercised, returned to the Vendor.

2.2 The representations and warranties contained in paragraph 2.1 are provided for the exclusive benefit of the Purchaser, and a breach of any one or more representations or warranties may be waived by the Purchaser in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty, and the representations and warranties contained in paragraph 2.1 will survive the execution and delivery of this Agreement.

2.3 The Purchaser represents and warrants to the Vendor that:

(a) the Purchaser is a valid and subsisting corporation duly incorporated and in good standing under the laws of the Province of British Columbia;

(b) the Purchaser has the full right, power, capacity and authority to enter into, execute and deliver this Agreement and to be bound by its terms;

(c) the consummation of this Agreement will not conflict with nor result in any breach of its constating documents or any covenants or agreements contained in or constitute a default under any agreement or other instrument whatever to which the Purchaser is a party or by which the Purchaser is bound or to which the Purchaser may be subject; and

(d) no proceedings are pending for, and the Purchaser is unaware of any basis for, the institution of any proceedings leading to the placing of the Purchaser in bankruptcy or subject to any other laws governing the affairs of insolvent parties.

2.4 The representations and warranties contained in paragraph 2.3 are provided for the exclusive benefit of the Vendor, and a breach of any one or more representations or warranties may be waived by the Vendor in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty, and the representations and warranties contained in paragraph 2.3 will survive the execution and delivery of this Agreement.

3. PURCHASE OF PROPERTY

3.1 The Vendor, subject to the terms hereof, hereby agrees to sell to the Purchaser and, on the Closing Date, to transfer to the Purchaser, an undivided 100% interest in and to the Property free from all liens, mortgages, charges, pledges, encumbrances, claims, liabilities, adverse interests or other burdens of any nature or kind (each, a "burden") with all rights now or thereafter attached thereto. If the Purchaser should notify the Vendor in writing of any burden or burdens against the Property then the Vendor shall, after ascertaining the validity thereof, which shall be prosecuted in good faith, and in any event within a reasonable period of time after notification thereof by the Purchaser, attend to the discharge of such burden or burdens at its own expense, or will indemnify the Purchaser against the same and will provide such security as may reasonably be requested by the Purchaser to secure such indemnity.

3.2 The Purchaser agrees to purchase the Property and shall pay the Purchase Price consisting of the Payment Shares and Bonus Warrants issued to the Vendor, or as directed by the Vendor, as set forth below upon the Closing Date, following the Approval Date.

3.3 The Purchaser shall issue to the Vendor, on the Closing Date, an aggregate of 5,000,000 common shares in the capital of the Purchaser (the "**Payment Shares**"), and shall assume an outstanding tax liability of the Vendor estimated to not be more then USD $250,00 and an outstanding invoice to WSP for engineering report in the amount of AUS$80,000 in regards to the Property.

3.4 At Closing the Purchaser shall issue to the Vendor 2,500,000 warrants (the "**Bonus Warrants**"), with each Bonus Warrant entitling the Vendor to acquire one common share of the Purchaser at an exercise price of $0.75 for a period of five years, which Bonus Warrants will be exercisable by the Vendor upon the Pocitos 1 Property having a Measured, Indicated and Inferred combined ("M+I+I") resource of 1,000,000 tonnes LCE, subject to the receipt of a "technical report" (as that term is defined in section 1.1 of NI 43-101) confirming that the Property has the required M+I+I resources (as such terms are defined in section 1.2 of NI 43-101).

3.5 The issuance of the Payment Shares pursuant to Section 3.3 shall be subject to:

(a) The Parties entering into a escrow/lock agreement at Closing pursuant to which: the Payment Shares will be subject to 24-month escrow period with equal quarterly releases every six months; the Vendor shall not sell more then 10,000 shares per day in any given trading day and cumulatively no more than 50,000 shares in a normal business week; and the Payment Shares shall be voted as directed by the management of the Purchaser; and

(b) the availability of prospectus and registration exemptions in respect of such distribution and compliance with the rules and policies of the Exchange.

4. REGISTRATION AND TRANSFER OF PROPERTY

4.1 On the Closing Date, the Vendor shall deliver to the Purchaser such transfer documents (hereinafter referred to as the "**Property Transfer Documents**") as the Purchaser or its counsel may reasonably deem necessary to assign, transfer and assure to the Purchaser subsidiary, good, safe and marketable holding and title to an 100% undivided right, title and interest in and to the Property.

4.2 The Purchaser shall be entitled to record all Property Transfer Documents contemplated hereby at its own cost with the appropriate government office to effect legal transfer of the Property into the name of the Purchaser, provided that the Purchaser shall hold the Property subject to the terms of this Agreement until payment of the Purchase Price, it being understood that any transfer of legal title to the Property to the Purchaser prior to the payment of the entire Purchase Price is for administrative convenience only.

5. RIGHT OF ENTRY

5.1 From the date hereof until the Closing Date, the directors and officers of the Purchaser and its employees, servants, agents and independent contractors, shall, at all times, have the exclusive right in respect of the Property to:

(a) enter thereon;

(b) have exclusive and quiet possession thereof;

(c) do such prospecting, exploration, development and/or other mining work thereon and thereunder as the Purchaser in its sole discretion may determine advisable;

(d) bring upon and erect upon the Property buildings, plant and machinery as the Purchaser may deem advisable; and

(e) remove therefrom and dispose of reasonable quantities of ores, minerals and metals for the purpose of obtaining assays or making other tests.

6. TERMINATION

6.1 This Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned at any time prior to Closing by written agreement of the Vendor and the Purchaser.

7. CONFIDENTIAL INFORMATION

7.1 The terms of this Agreement and all information obtained in connection with the performance of this Agreement will be the exclusive property of the parties hereto, will not be disclosed to any third party or the public without the prior written consent of the other party, which consent will not be unreasonably withheld.

7.2 The consent required by paragraph 7.1 will not apply to a disclosure:

(a) to an Affiliate, consultant, contractor or subcontractor that has a bona fide need to be informed;

(b) to any third party to whom the disclosing party contemplates a transfer of all or any part of its interest in this Agreement;

(c) to a governmental agency or to the public which such party believes in good faith is required by pertinent laws or regulation or the rules of any applicable stock exchange;

(d) to an investment dealer, broker, bank or similar financial institution, in confidence if required as part of a due diligence investigation by such financial institution in connection with a financing required by such party or its shareholders or affiliates to meet, in part, its obligations under this Agreement; or

(e) in a prospectus or other offering document pursuant to which such party proposes to raise financing to meet, in part, its obligations under this Agreement.

8. PRODUCTION ROYALTY

8.1 The Purchaser shall pay to the Vendor a Royalty equal to 2.5% of net smelter returns, as calculated in accordance with Schedule "B" attached hereto, subject to its repurchase right.

9. INDEPENDENT ACTIVITIES

9.1 Except as expressly provided herein, each party shall have the free and unrestricted right to independently engage in and receive the full benefit of any and all business endeavours of any sort whatsoever, whether or not competitive with the endeavours contemplated herein without consulting the other or inviting or allowing the other to participate therein. No party shall be under any fiduciary or other duty to the other which will prevent it from engaging in or enjoying the benefits of competing endeavours within the general scope of the endeavours contemplated herein. The legal doctrines of "corporate opportunity" sometimes applied to persons engaged in a joint venture or having fiduciary status shall not apply in the case of any party. In particular, without limiting the foregoing, no party shall have any obligation to any other party as to:

(a) any opportunity to acquire, explore and develop any mining property, interest or right presently owned by it or offered to it outside of the Property at any time; and

(b) the erection of any mining plant, mill, smelter or refinery, whether or not such mining plant, mill, smelter or refinery treats ores or concentrates from the Property.

10. INDEMNITY

10.1 The Vendor covenants and agrees with the Purchaser (which covenant and agreement will survive the execution, delivery and termination of this Agreement) to indemnify and save harmless the Purchaser against all liabilities, claims, demands, actions, causes of action, damages, losses, costs, expenses or legal fees suffered or incurred by the Purchaser, directly or indirectly, by reason of or arising out of any warranties or representations on the part of the Vendor herein being untrue or arising out of work done by the Purchaser on or with respect to the Property.

10.2 The Purchaser covenants and agrees with the Vendor (which covenant and agreement will survive the execution, delivery and termination of this Agreement) to indemnify and save harmless the Vendor against all liabilities, claims, demands, actions, causes of action, damages, losses, costs, expenses or legal fees suffered or incurred by reason of or arising out of any warranties or representations on the part of the Purchaser herein being untrue or arising out of the Purchaser and its duly authorized representatives accessing the Property.

11. GOVERNING LAW

11.1 This Agreement will be construed and in all respects governed by the laws of the Province of British Columbia and the laws of Canada applicable in Province of British Columbia and is subject to the exclusive jurisdiction of the Courts of British Columbia.

12. NOTICES

12.1 All notices, payments and other required communications and deliveries to the parties hereto will be in writing, and will be addressed to the parties as follows or at such other address as the parties may specify from time to time:

(a) to the Vendor:

Royal Centre, Suite 1500, 1055 West Georgia Street, (PO Box 11117)
Vancouver, British Columbia Canada V6E 4N7
Attention: David Greenway - [*Personal Contact Information Redacted*]

And:

(b) to the Purchaser:

200-551 Howe Street,
Vancouver, British Columbia, Canada V6C 2C2
Attention: Michael Dake - [*Personal Contact Information Redacted*]

Notices must be delivered, sent bye-mail or mailed by pre-paid post and addressed to the party to which notice is to be given. If notice is sent by e-mail or is delivered, it will be deemed to have been given and received at the time of transmission or delivery. If notice is mailed, it will be deemed to have been received five business days following the date of the mailing of the notice. If there is an interruption in normal mail service due to strike, labour unrest or other cause at or prior to the time a notice is mailed the notice will be sent by e-mail or will be delivered.

12.2 Either party hereto at any time or from time to time notify the other party in writing of a change of address and the new address to which a notice will be given thereafter until further change.

13. ASSIGNMENT

13.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No party may assign this Agreement without the advance consent of the other, which such consent may be withheld for any reason.

14. ARBITRATION

14.1 If there is any disagreement, dispute or controversy (hereinafter collectively called a "dispute") between the parties with respect to any matter arising under this Agreement or the construction hereof, then the dispute shall be determined by arbitration in accordance with applicable laws of British Columbia, Canada.

14.2 This Agreement constitutes the entire agreement between the Vendor and the Purchaser and will supersede and replace any other agreement or arrangement, whether oral or in writing, previously existing between the parties with respect to the subject matter of this Agreement.

15. FURTHER ASSURANCES

15.1 The parties will promptly execute, or cause to be executed, all bills of sale, transfers, documents, conveyances and other instruments of further assurance which may be reasonably necessary or advisable to carry out fully the intent and purpose of this Agreement or to record wherever appropriate the respective interests from time to time of the parties hereto in and to the Property.

16. SEVERABILITY

16.1 If any provision of this Agreement is or will become illegal, unenforceable or invalid for any reason whatsoever, such illegal, unenforceable or invalid provisions will be severable from the remainder of this Agreement and will not affect the legality, enforceability or validity of the remaining provisions of this Agreement.

17. AMENDMENTS

17.1 This Agreement may only be amended in writing with the mutual consent of all parties.

18. TIME

18.1 Time will be the essence of this Agreement.

19. COUNTERPARTS

19.1 This Agreement may be executed in any number of counterparts and by facsimile transmission with the same effect as if all parties hereto had signed the same document. All counterparts will be construed together and constitute one and the same agreement.

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

RECHARGE RESOURCES LIMITED	**AMERICAN SALARS LITHIUM INC.**
Per: "*David Greenway*"	Per: Per: "*Michael Drake*"
Authorized Signatory	Authorized Signatory

SCHEDULE "A"

Property Description

The Property is comprised of one claim equaling roughly 800 hectares of mineral rights located just outside of Salta, Argentina, as follows:

Claim 1: Pocitos 1 represented by claim number 19457

SCHEDULE "B"

To the Agreement Between Recharge Resources Limited and American Salars Lithium Inc. Effective as of June 11th, 2024

Royalty

Any capitalized terms not defined in this Schedule "B" have the meaning ascribed to them in the Agreement to which this Schedule "B" is attached.

The Royalty reserved herein shall be subject to the following:

1. Definitions

a. "**Gross Revenues**" means the aggregate of the following revenues (without duplication) received or accrued in each quarterly period:

(i) the revenue from arm's length purchasers of all Products;

(ii) the fair market value of all Products sold to persons not dealing at arm's length with the Purchaser; and

(iii) any proceeds of insurance on Products;

b. "**Net Smelter Return**" means Gross Revenues less Permissible Deductions.

c. "**Permissible Deductions**" means the aggregate of the following charges (without duplication) that are paid or accrued with respect to the Property in each quarterly period:

(i) transportation costs for Products from the Property to the place of delivery of Products to a purchaser thereof, including shipping, freight, handling and forwarding expenses,

(ii) all costs, expenses and charges which are either paid or incurred in connection with refinement of Products by a third party, including all smelter and refinery charges and all weighing, sampling, assaying, representation and storage costs, any umpire charges, and any penalties charged by the refinery or smelter, but not including mining, milling or concentration charges paid or incurred with respect to Products, and

(iii) all transport insurance on Products;

d. "**Products**" means all ores, concentrates, minerals and refined or semi-refined products produced from the Property;

2. Terms and Repurchase of Royalty

a. *Estimation of Royalty*. The Royalty will consist of a 2.5% of Net Smelter Return calculated on a quarterly basis on all Products extracted from, processed and sold that originated from Commercial Production on the Property from and after Commercial Production. Sixty Percent (1.5/2.5) of the Royalty can be purchased for $1,500,000 payable to the Vendor or its assignee.

b. *Frequency of Payment of Royalty*. The Royalty shall be due and payable within ten (10) business days after the end date of each calendar quarter, following Commercial Production.

c. *Method of Making Payments*. All payments required hereunder may be mailed or delivered to any single depository as the Vendor may instruct. If the Purchaser or any assigns, the party paying the Royalty (the "**Payor**") makes a payment or payments on account of the Royalty in accordance with the provisions of this Schedule “B”, it will have no further responsibility for distribution of the Royalty. All charges of the agent, trustee or depository will be borne solely by the party receiving payments of Royalty. The delivery or the deposit in the mail of any payment hereunder on or before the due date thereof shall be deemed timely payment hereunder.

3. Records and Reports

a. *Records, Inspection and Audit*. Within seventy five (75) days following the end of each calendar year, commencing with the year in which the Property is brought into commercial production (the Payor shall deliver to the Vendor a statement of the Royalty paid for said calendar year (the "**Statement**").

b. *Objections*. All Royalty payments will be considered final and in full satisfaction of all obligations of the Payor with respect thereto, unless within ninety (90) days after receipt by the Vendor of a Statement in respect of such Royalty payments. the Vendor disputes any calculation of Royalty by delivering to the Payor a written notice (the "**Objection Notice**") describing and setting forth a specific objection Upon delivery of an Objection Notice, the Vendor shall have the right within a period of ninety (90) days from the date of the Objection Notice, upon reasonable notice to the Payor, to inspect the Payor's books and records relating to the Royalty payments made in the applicable calendar year and to conduct an independent audit of such books and records at its own cost and expense. All books and records used and kept by the Payor to calculate the Royalty due hereunder will be kept in accordance with International Financial Reporting Standards. If such audit determines that there has been a deficiency or an excess in the Royalty payments made to the Vendor in the applicable calendar year, such deficiency or excess will be resolved by adjusting the next payment due hereunder. The Vendor will pay all the costs and expenses of such audit unless a deficiency of five (5%) percent or more of the amount due is determined to exist. The Payor will pay the costs and expenses of such audit if a deficiency of five (5%) percent or more of the amount due is determined to exist.

c. *Objections.* If the Vendor does not deliver an Objection Notice during the ninety (90) day period after receipt of a Statement, all payments of Royalty for the calendar year will be considered final and in full satisfaction of all obligations of the Payor with respect thereto.

4. Inurement

The Royalty reserved herein shall run with the land and be binding on all subsequent owners of the Property, including any amendments, relocations, patents of the same or additional or alternative rights to mine as may be conferred by any changes in the mineral laws of the United States.

5. Assignments by the Vendor

The Vendor may transfer, pledge, mortgage, charge or otherwise encumber all or any part of its right, title and interest in and to its Royalty reserved hereunder; provided, however, that the Payor shall be under no obligation to make its payments hereunder to such assignee, transferee, pledgee or other third party until the Payor's receipt of notice concerning the assignment or transfer.