Conformed Filing Version

BHP COPPER INC.

and

REDHAWK COPPER - SAN MANUEL INC.

and

FARADAY COPPER CORP.

PURCHASE AND SALE AGREEMENT

Dated as of July 2, 2026

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ADDENDA

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into this 2nd day of July, 2026, by and among BHP Copper Inc., a Delaware corporation (“**Seller**”), Redhawk Copper - San Manuel Inc., an Arizona corporation (“**Buyer**”), and Faraday Copper Corp., a British Columbia corporation (“**Faraday**” and together with Buyer, the “**Buyer Parties**”).

RECITALS

WHEREAS Seller and certain members of the Seller Group (as defined herein) are the owners of certain real and personal property interests and land use authorizations located near San Manuel, Arizona, including the San Manuel copper mine and plant site and the Black Hills Quarry and Camp Grant Quarry (the “**San Manuel Site**”);

AND WHEREAS Seller desires to, and to procure that certain members of the Seller Group, sell, transfer, and convey the Transferred Assets (as defined herein) pertaining to the San Manuel Site to Buyer in consideration for the Consideration Shares (as defined herein) and the assumption by the Buyer of the Assumed Liabilities (as defined herein), and the Buyer desires to purchase and accept delivery of the Transferred Assets from Seller and for Buyer to assume the Assumed Liabilities, all in accordance with, and as more particularly provided in, this Agreement;

AND WHEREAS, concurrently with the execution of this Agreement, Seller has entered into the Faraday Support Agreements (as defined herein) with the Faraday Supporting Shareholders (as defined herein);

NOW, THEREFORE, in consideration of the foregoing premises and the terms, conditions, representations, warranties, covenants, indemnities, and agreements set forth in this Agreement, Seller and Buyer Parties agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Defined Terms.

The following terms shall have the meanings specified adjacent to them:

“**Accounting Referee**” has the meaning set forth in Section 15.1.

“**Acquisition Proposal**” means, in relation to Faraday, other than: (x) the Contemplated Transactions; (y) the transaction contemplated in Section 1.1 of the Buyer Parties Disclosure Letter; and (z) any transaction involving only Faraday and/or one or more of its wholly-owned Subsidiaries: any bona fide offer or proposal (written or oral) from any Person or group of Persons (other than Seller or any Affiliate or joint actor of Seller), relating to, in each case whether in a single transaction or a series of related transactions: (a) any direct or indirect acquisition, purchase, sale or disposition (or any agreement or other arrangement having the same economic effect as an acquisition, purchase, sale or disposition) of: (i) any interest in assets of Faraday and/or one or more of its Subsidiaries that, individually or in the aggregate, constitute twenty percent (20%) or more of the consolidated assets of Faraday and its Subsidiaries, taken as a whole; or (ii) (A) twenty percent (20%) or more of any class of voting or equity securities (including securities convertible into or exercisable or exchangeable for voting or equity securities) of Faraday, or (B) twenty percent (20%) or more of any class of voting or equity securities (including securities convertible into or exercisable or exchangeable for voting or equity securities) of any one or more of its Subsidiaries that, individually or in the aggregate, constitute twenty percent (20%) or more of the consolidated assets of Faraday and its Subsidiaries, taken as a whole (in the case of (a)(i) or (a)(ii)(B), determined based upon the most recently publicly available consolidated financial statements of Faraday); (b) any take-over bid, tender offer or exchange offer that, if consummated, would result in such Person or group of Persons beneficially owning twenty percent (20%) or more of any class of voting or equity securities of Faraday; or (c) any plan of arrangement, scheme of arrangement, merger, amalgamation, consolidation, share exchange, share reclassification, business combination, reorganization, recapitalization, liquidation, dissolution, winding-up or other similar transaction or series of transactions involving Faraday and/or any of its Subsidiaries that, if consummated, would result in such Person or group of Persons beneficially owning: (i) twenty percent (20%) or more of any class of voting or equity securities of Faraday (including securities convertible into or exercisable or exchangeable for voting or equity securities); (ii) any class of voting or equity (including securities convertible into or exercisable or exchangeable for voting or equity securities) of any Faraday Subsidiary that holds an interest, directly or indirectly, in the Copper Creek Project; or (iii) any of Faraday's Subsidiaries that, individually or in the aggregate, constitute twenty percent (20%) or more of the consolidated assets of Faraday and its Subsidiaries, taken as a whole (in the case of (c)(iii), determined based upon the most recently publicly available consolidated financial statements of Faraday).

"**ADEQ**" means the Arizona Department of Environmental Quality.

"**ADWR**" means the Arizona Department of Water Resources.

"**Affiliate**" means, with respect to a specified Person, any other Person, whether now in existence or hereafter created, directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person. References herein to Seller's Affiliates shall include each member of the BHP Group whether or not Seller remains a member of the BHP Group at the applicable time.

"**Agreement**" has the meaning set forth in the preamble of this Agreement.

"**Allocation Exhibit**" has the meaning set forth in Section 15.1.

"**AML Laws**" means all applicable Laws relating to anti-money laundering, counter-terrorist financing, or recordkeeping and reporting requirements including, but not limited to Money Laundering Control Act of 1986, the Bank Secrecy Act of 1970, and the USA PATRIOT Act of 2001, Part XII.2 (Proceeds of Crime) and section 354 of the Criminal Code (Canada) and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada).

"**Anti-Bribery Laws**" has the meaning set forth in Section 8.24.

"**Anti-Competitive Behaviour**" means any communication (by any means, whether electronic, written, verbal or otherwise), agreement (by any means, whether formal, informal, contractual, non-contractual, written or verbal) or other form of coordination or cooperation with any competitor (whether past, present or potential) that is unlawful or otherwise restricted or prohibited under applicable Antitrust Laws.

"**Antitrust Laws**" means all United States federal and state, and any foreign, statutes, rules, regulations, orders, decrees, administrative and judicial doctrines and other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

"**Approval Resolution**" means the ordinary resolution approving the issuance of the Consideration Shares pursuant to this Agreement, substantially in the form of Exhibit "A".

"**Aquifer Protection Permits**" means Aquifer Protection Permit No. P-102370 issued to BHP Copper Inc. - San Manuel Plant Site by the ADEQ, as amended on September 28, 2018, including all amendments and modifications thereto and all superseding Permits thereto (if any), and Aquifer Protection Permit No. P-100421 issued to BHP Copper Inc. - San Manuel Mine by the ADEQ, amended on August 21, 2024, including all amendments and modifications thereto and all superseding Permits thereto (if any).

"**ASMI**" means the Arizona State Mine Inspector.

"**ASMI Release Application**" has the meaning set forth in Section 7.8(1).

"**Assignment and Assumption Agreement**" has the meaning set forth in Section 6.2(a)(vi).

"**Assumed Liabilities**" has the meaning set forth in Section 3.1.

"**BHP Financial Security**" means all Financial Security delivered by or on behalf of Seller or any of its Affiliates to any Governmental Authority to secure the performance of any obligation or undertaking (including Environmental/Closure Liabilities) with respect to the Transferred Assets, the San Manuel Permits and/or the San Manuel Operations.

"**BHP Group**" means each of BHP Group Limited and its Subsidiaries, including, as of the date hereof, Seller.

"**Bill of Sale**" has the meaning set forth in Section 6.2(a)(i).

"**Breaching Party(ies)**" has the meaning set forth in Section 11.4(1).

"**Business**" means the business and operations of the Buyer Parties and their Subsidiaries as presently conducted (being the exploration and development of mineral projects in Arizona, U.S.A.) and as conducted from and after the date hereof from time to time.

"**Business Day**" means any day, other than (a) a Saturday, Sunday or statutory holiday in British Columbia, Canada; Ontario Canada; or Arizona, United States, and (b) a day on which banks are generally closed in British Columbia, Canada; Ontario Canada; or Arizona, United States.

"**Buyer**" is defined in the preamble of this Agreement and includes any successors and permitted assigns of Buyer.

"**Buyer Indemnified Party**" and "**Buyer Indemnified Parties**" have the meanings set forth in Section 19.2.

"**Buyer Parties**" has the meaning set forth in the preamble to this Agreement, and "**Buyer Party**" means any one of the Buyer Parties.

"**Buyer Parties Disclosure Letter**" has the meaning set forth in Article 8.

"**Buyer Parties Excluded Records**" means: (a) records and work product subject to attorney-client privilege or other privilege claims of the Buyer Parties or their respective Affiliates; (b) personnel records of the Buyer Parties and their respective Affiliates; (c) documents, data or information created by or for the Buyer Parties or their respective Affiliates in connection with negotiating or documenting the Transaction Documents and the Contemplated Transactions (but excluding the information listed in Section 1.1 of the Buyer Parties Disclosure Letter); and (d) any information the disclosure of which would reasonably be expected to result in a violation of applicable Antitrust Laws; provided that nothing in this definition shall exclude any documents, data or information that (A) relate primarily to the Transferred Assets or the San Manuel Operations and (B) have been shared between the Parties or their respective Affiliates or Representatives pursuant to a common interest or joint defence agreement entered into in connection with the Contemplated Transactions, to the extent such sharing does not result in a waiver of any applicable privilege.

"**Buyer Parties Fundamental Representations**" means the representations and warranties set forth in Section 8.1(1) (Organization and Qualification), Section 8.1(2) (Dissolution or Liquidation), Section 8.1(6) (Corporate Authorization), Section 8.1(7) (Bankruptcy), Section 8.3 (Valid Issuance), Section 8.7 (Toronto Stock Exchange Listing and Reporting Issuer Status), Section 8.8 (Execution and Binding Obligation), Section 8.19(1) (Title), Section 8.24 (Anti-Bribery and Corruption), Section 8.25 (Money Laundering), Section 8.26 (Sanctions), Section 8.34 (Ownership of Buyer) and Section 8.35 (Fairness Opinion and Faraday Board Recommendation).

"**Cap**" means *[redacted – commercially sensitive information].*

"**Change in Recommendation**" means the occurrence of any of the following prior to the Faraday Required Approval having been obtained: the Faraday Board (a) withdraws, amends, modifies or qualifies, or publicly proposes or states its intention to withdraw, amend, modify or qualify, the Faraday Board Recommendation; (b) accepts, approves, endorses or recommends, or publicly proposes to accept, approve, endorse or recommend, an Acquisition Proposal or takes no position or a neutral position with respect to an Acquisition Proposal for more than five (5) Business Days (or in the event the Faraday Meeting is scheduled to occur within five (5) Business Days, beyond the third (3rd) Business Day prior to the date of the Faraday Meeting); (c) fails to include the Faraday Board Recommendation in the Circular or publicly reaffirm (without qualification) the Faraday Board Recommendation within five (5) Business Days after having been requested in writing by Seller to do so (or in the event the Faraday Meeting is scheduled to occur within five (5) Business Days of such request, prior to the third (3rd) Business Day prior to the date of the Faraday Meeting); or (d) passes a resolution or proposes to take any of the foregoing actions in clauses (a) through (c) above.

"**Circular**" means the notice of the Faraday Meeting and accompanying management information circular of Faraday, including all schedules, appendices and exhibits thereto, and information incorporated by reference therein, such management information circular, to be sent to the Faraday Shareholders in connection with the Faraday Meeting.

"**Claim**" has the meaning set forth in Section 19.4(1).

"**Closing**" has the meaning set forth in Section 6.1.

"**Closing Date**" has the meaning set forth in Section 6.1.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Confidential Information**" has the meaning set forth in Section 14.2(1).

"**Confidentiality Agreement**" means the confidentiality agreement between Seller and Faraday dated April 1, 2025.

"**Consideration Shares**" means such number of Faraday Shares issued from treasury in connection with the Contemplated Transactions that represents, immediately following the issuance of such Faraday Shares on the Closing Date, a thirty percent (30%) equity and voting interest in Faraday on a fully-diluted basis (assuming the exercise, conversion, exchange or settlement of all Faraday Convertible Securities that are outstanding as at Closing for Faraday Shares).

"**Consideration Shares Statement**" has the meaning specified in Section 4.2.

"**Constating Documents**" means, with respect to any corporate or other non-natural Person, the articles and notice of articles, certificate of formation, articles of incorporation, amalgamation, arrangement or continuation, as applicable, by-laws, partnership agreements, limited liability company agreements, unanimous shareholder agreements, charter documents, or other equivalent governing documents of such person, and all amendments to the foregoing.

"**Contact Copper Project**" means the 100% Buyer Parties-owned copper oxide project known as the Contact Copper project located in Elko County, Nevada.

"**Contemplated Transactions**" means the sale, assignment, transfer and conveyance of the Transferred Assets to Buyer, the delivery by Buyer of the Consideration Shares to Seller (or its Designated Affiliate) and the assumption by Buyer of the Assumed Liabilities, as contemplated by this Agreement.

"**Contract**" means any agreement, indenture, contract, lease, deed of trust, licence, option, instrument, arrangement, understanding, undertaking or other commitment, whether written or oral.

"**Copper Creek Project**" means the 100% Buyer Parties-owned copper deposit known as the Copper Creek project located in Pinal County, Arizona, substantially as described in the Copper Creek Technical Report.

"**Copper Creek Technical Report**" means the technical report titled "Copper Creek Project NI 43-101 Technical Report and Preliminary Economic Assessment Arizona, United States of America", with an effective date of May 3, 2023, prepared for Faraday by Erin L. Patterson, P.E., Ausenco Engineering USA South Inc., Peter Mehrfert, P. Eng., Ausenco Engineering Canada Inc., Scott C. Elfen, P.E., Ausenco Engineering Canada Inc., Scott Weston, P. Geo., Ausenco Sustainability Inc., Berkley Tracy, P.G., CPG, P.Geo., SRK Consulting (USA) Inc., Bob McCarthy, P. Eng., SRK Consulting (Canada) Inc., Jarek Jakubec, C. Eng., FIMMM, SRK Consulting (Canada) Inc., and Robert W. Pratt, P.E., Call & Nicholas Inc.

"**Data Room**" means (a) in respect of Seller's representations and warranties in this Agreement, the online data room made available by Seller through Intralinks, and (b) in respect of Buyer Parties' representations and warranties in this Agreement, the online data room made available by the Buyer Parties through Firmex, in each case, as of 11:59 p.m. on June 26, 2026.

"**Debt Instrument**" means any loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability.

"**Designated Affiliate**" has the meaning set forth in Section 4.1.

"**Dispute**" has the meaning set forth in Section 20.1(1).

"**Environment**" means any ambient air, workplace or indoor air, surface water, drinking water, groundwater, land surface, subsurface strata, sediment and natural resources.

"**Environmental/Closure Liabilities**" means any Liabilities: (a) arising under or pursuant to any Environmental Law with respect to the Transferred Assets, the San Manuel Operations, or any other activity (past, present or future) conducted at or in respect of any of the Transferred Assets (including the San Manuel Lands and/or the San Manuel Facilities) and/or the Release or presence of any pollutant, contaminant, waste, chemical, or Hazardous Substance at, to or from the San Manuel Lands and/or the San Manuel Facilities (including any offsite disposal of any pollutant, contaminant, waste, chemical, or Hazardous Substance); (b) for Reclamation and/or Remediation in respect of the Transferred Assets or any part thereof (including the San Manuel Lands and/or the San Manuel Facilities), including the performance of or payment of amounts for (or the failure to perform or pay amounts for) any such Remediation and Reclamation; and/or (c) owing to or suffered by any Person in connection with any of the foregoing.

"**Environmental Activities**" means those activities which could result in Environmental/Closure Liabilities under Environmental Laws including in respect of Remediation or Reclamation.

"**Environmental Laws**" means all applicable Laws related to: (a) the Environment, including, without limitation, pollution, contamination, cleanup, preservation, protection, Remediation or Reclamation; (b) occupational health and safety; (c) any Release or threatened Release, including, without limitation, investigation, study, assessment, testing, monitoring, containment, removal, Remediation, cleanup or abatement of such Release or threatened Release; or (d) the management, generation, processing, labeling, registration, use, treatment, handling, storage, disposal, transportation, re-use, recycling or reclamation of any Hazardous Substance, including the *Comprehensive Environmental Response, Compensation and Liability Act* (42 U.S.C. § 9601 *et seq*.), the Water Quality Assurance Revolving Fund, (A.R.S. § 42-281 et seq.), the *Hazardous Materials Transportation Act* (49 U.S.C. § 5101 *et seq.*), the *Solid Waste Disposal Act* (as amended by the *Resource Conservation and Recovery Act*)(42 U.S.C. § 6901 *et seq.*), the *Clean Water Act* (33 U.S.C. § 1251 *et seq.*), the *Clean Air Act* (42 U.S.C. § 7401 *et seq.*), the *Safe Drinking Water Act* (42 U.S.C. § 300f *et seq.*), the *Toxic Substances Control Act* (15 U.S.C. § 2601 *et seq.*), the *Federal Insecticide, Fungicide and Rodenticide Act* (7 U.S.C. § 136 *et seq.*), the *National Historic Preservation Act* (16 U.S.C. §470), the *Endangered Species Act* (16 U.S.C. §§ 1531, *et seq.*), the *Mine Safety and Health Act* (30 U.S.C. § 801 *et seq.*) and the *Occupational Safety and Health Act* (29 U.S.C. § 651 *et seq.*), and each of their state and local counterparts or equivalents, as each has been amended and the regulations promulgated pursuant thereto.

"**Excluded Assets**" means all Seller's and its Affiliates' right, title and interest in and to any and all assets, personal property, real property, and fixtures, other than Transferred Assets. For greater certainty, Excluded Assets includes:

(a) all removable buildings, removable structures, tools, machinery and equipment in which Seller or any of its Affiliates owns any right, title or interest and which are not listed in Section 1.1(d) of the Seller Disclosure Letter and either (i) are located at the San Manuel Lands on the date hereof or on the Closing Date but are removed by or on behalf of the Seller within 30 days following the Closing Date or (ii) are listed in Section 2.2 of the Seller Disclosure Letter;

(b) all of Seller's and its Affiliates' respective right, title and interest in and to any and all assets, real property, and fixtures which are not affixed to, or which are not located on, the San Manuel Lands;

(c) subject to Section 19.9, all of Seller's and its Affiliates' respective rights under the Excluded Contracts (including, for the avoidance of doubt, any Contracts relating to Seller's or its Affiliates' insurance coverage in respect of the Transferred Assets and the San Manuel Operations and claims thereunder);

(d) the Excluded Records;

(e) any and all files, correspondence, databases, operating and regulatory documentation, geological and geophysical documentation and data, engineering documents and certificates, Contracts, leases, licenses, Permits, statements, invoices, deeds and other records of Seller and its Affiliates that are neither Records nor Excluded Records; and

(f) the assets listed on Section 2.2 of the Seller Disclosure Letter.

"**Excluded Contracts**" means (a) the Contracts listed on Section 1.1(a) (*Excluded Contracts*) of the Seller Disclosure Letter; and (b) any Contract (together with all policies, binders, slips, certificates, applications, supplements, endorsements, riders and ancillary agreements) under which an insurer agrees to pay an amount upon the occurrence of a specified contingency involving mortality, morbidity, accident, liability, or property risk.

"**Excluded Liabilities**" has the meaning set forth in Section 3.2.

"**Excluded Records**" means, to the extent they relate to the ownership, use, maintenance, repair or operation of the Transferred Assets, the Assumed Liabilities or the San Manuel Operations: (a) records and work product subject to attorney-client privilege or other privilege claims; (b) internal analyses or forecasts of future demand and supply; (c) pricing or revenue forecasts; (d) internal policy documents of Seller and its Affiliates; (e) financial accounting and/or tax records, invoices, data and information; (f) email correspondence that is stored on Seller's or any of its Affiliates' servers; (g) Seller's and its Affiliates' personnel records; (h) documents, data or information created by or for Seller or its Affiliates in connection with negotiating or documenting the Transaction Documents and the Contemplated Transactions (but excluding the information listed in Section 1.1(b) of the Seller Disclosure Letter); and (i) any information the disclosure of which would reasonably be expected to result in a violation of applicable Antitrust Laws; provided that nothing in this definition shall exclude from the Records any documents, data or information that (A) relate primarily to the Transferred Assets or the San Manuel Operations and (B) have been shared between the Parties or their respective Affiliates or Representatives pursuant to a common interest or joint defence agreement entered into in connection with the Contemplated Transactions, to the extent such sharing does not result in a waiver of any applicable privilege.

"**Excluded Taxes**" means: (a) all Liabilities for any income Taxes imposed on Seller that are incidental to, or arising solely as a consequence of, the consummation by Seller of the Contemplated Transactions; and (b) any Taxes arising solely from Excluded Assets or Excluded Liabilities; provided, however, that notwithstanding the foregoing, Excluded Taxes shall not include any Transfer Taxes.

"**Fairness Opinion**" means the opinion of TD Securities Inc., the financial advisor to Faraday, to the effect that as of the date of such opinion, subject to the assumptions, limitations and qualifications to be set out in the written opinion related thereto, the consideration to be paid by the Buyer Parties pursuant to the Contemplated Transactions is fair from a financial point of view to Faraday.

"**Faraday**" has the meaning specified in the preamble to this Agreement, and includes any successors and permitted assigns of Faraday.

"**Faraday Board**" means the board of directors of Faraday.

"**Faraday Board Recommendation**" means the unanimous determination of the Faraday Board, after consultation with its legal and financial advisors, that the Contemplated Transactions are in the best interests of Faraday and are fair to Faraday Shareholders, and the unanimous recommendation of the Faraday Board to Faraday Shareholders that they vote in favour of the Approval Resolution.

"**Faraday Convertible Securities**" means any option, warrant, right, units or other security or conversion right or privilege issued or granted by Faraday that is exercisable or convertible into, or exchangeable for, or otherwise carries the right of the holder thereof to purchase or otherwise acquire or receive any Faraday Shares (including Faraday Incentive Awards upon the exercise, vesting, settlement or termination of which Faraday Shares may be issuable and the Faraday Warrants), including pursuant to one or more multiple exercises, conversions and/or exchanges.

"**Faraday Disclosure Record**" means, collectively, Faraday's annual reports, financial statements, information circulars, material change reports, technical reports, press releases and any and all other documents filed by Faraday under its corporate profile on SEDAR+ on or after January 1, 2023.

"**Faraday Employee Plans**" has the meaning set forth in Section 8.28(1) of this Agreement.

"**Faraday Incentive Awards**" means options, restricted share units, performance share units and deferred share units granted pursuant to the Faraday LTIP.

"**Faraday LTIP**" means the amended and restated long-term incentive plan of Faraday dated effective June 20, 2023.

"**Faraday Material Adverse Effect**" means any fact, circumstance, change, effect, occurrence or event that, individually or in the aggregate with other facts, circumstances, changes, effects, occurrences or events, has a material adverse effect on the business, operations, results of operations, or condition (financial or otherwise) of Faraday and its Subsidiaries taken as a whole, provided that none of the following (or the results thereof) shall constitute or be taken into account in determining whether a Faraday Material Adverse Effect has occurred:

(a) any change or development affecting any of the industries in which Faraday and its Subsidiaries operate;

(b) any changes in commodity prices or demand for commodities;

(c) any change or development in or relating to general economic, business, banking, financial, credit, currency exchange, interest rate, rates of inflation or capital market conditions, including inflation, supply chain disruptions, labor shortages, interest rates, foreign exchange or exchange rates;

(d) any change or development in global, national or regional political or regulatory conditions (including general labor strikes, lockouts, protests, riots or any act of terrorism, sabotage, espionage, cyberattack or any outbreak of hostilities or war or any escalation or worsening thereof, anti-dumping actions, international tariffs, sanctions, trade policies or disputes or any "trade war" or similar actions or the threat thereof);

(e) any epidemic, pandemic or disease outbreak or any worsening thereof (including any response of Governmental Authorities thereto);

(f) any hurricane, flood, tornado, earthquake, wildfire or other natural or man-made disaster;

(g) any adoption, proposed implementation or change in applicable Law or any interpretation thereof by any Governmental Authority, and any action taken (or omitted to be taken) by Faraday or its Subsidiaries which is required thereby;

(h) any change in generally accepted accounting principles, including IFRS, or regulatory accounting requirements applicable in the jurisdictions in which Faraday or any of its Subsidiaries conducts business;

(i) the negotiation, execution or announcement of this Agreement or any public disclosure relating to the foregoing, including the initiation of litigation by any Person with respect to this Agreement or the Contemplated Transactions, and any termination of, reduction in or similar negative impact on relationships, contractual or otherwise, with any suppliers, partners, employees or other stakeholders of Faraday or any of its Subsidiaries or with any Governmental Authorities, due to the negotiation, execution or announcement of this Agreement or the Contemplated Transaction, the actions required or authorized hereby, or any public disclosure relating to the foregoing (provided that this paragraph (i) shall not apply to any representation or warranty that addresses the consequences of the negotiation, execution or announcement of this Agreement or the Contemplated Transactions, the actions required or authorized hereby, or any public disclosure relating to the foregoing); or

(j) actions or inactions taken by Buyer Parties or their Subsidiaries that are expressly required by this Agreement or that are taken at the written request or with the prior written consent of Seller,

provided, however, that any event, change, occurrence, effect or state of facts referred to in clauses (a)-(f) may be taken into account in determining whether a Faraday Material Adverse Effect has occurred but solely to the extent that it disproportionately adversely affects Faraday and its Subsidiaries, taken as a whole, compared to other development stage mining companies of similar size operating in the United States.

"**Faraday Meeting**" means the special meeting of Faraday Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of this Agreement, to be called and held in accordance with applicable Laws and the Constating Documents of Faraday to consider the Approval Resolution.

"**Faraday Mineral Properties**" means, collectively, all of the property, mineral interests, claims, leases and rights held, directly or indirectly, by Buyer Parties and their respective Subsidiaries, comprising the Copper Creek Project and the Contact Copper Project.

"**Faraday Post-Closing Covenants**" means the covenants of the Buyer Parties set forth in Article 17.

"**Faraday Required Approval**" means approval of the Approval Resolution by not less than a simple majority of the votes attached to Faraday Shares held by Faraday Shareholders present in person or represented by proxy and entitled to vote at the Faraday Meeting, excluding the votes cast by Seller and any other Faraday Shareholders that are required to be excluded in accordance with the requirements of the TSX.

"**Faraday Required Permits**" has the meaning set forth in Section 8.5(2).

"**Faraday Shareholders**" means holders of Faraday Shares, and "**Faraday Shareholder**" means any one of them.

"**Faraday Shares**" means the common shares in the capital of Faraday.

"**Faraday Support Agreements**" means the support and voting agreements entered into between Seller and each of the Faraday Supporting Shareholders.

"**Faraday Supporting Shareholders**" means each of Faraday's directors and officers and Nemesia S.à r.l.

"**Faraday Technical Committee Members**" has the meaning set forth in Section 10.9(1).

"**Faraday-BHP Financial Security**" has the meaning set forth in Section 17.3(4).

"**Faraday-Regulatory Financial Security**" means, in respect of the period from and after Closing, the Financial Security required under applicable Law or any Permit or by any Governmental Authority to be delivered to any Governmental Authority to secure the performance of any obligation or undertaking (including Environmental/Closure Liabilities) with respect to the Transferred Assets (including the San Manuel Lands and the San Manuel Facilities), and/or the San Manuel Permits (or such Permits as are in effect from time to time in respect of any Transferred Assets), and/or the conduct of operations or activities on or in respect of any Transferred Assets from time to time.

"**Faraday Warrants**" means warrants to purchase Faraday Shares.

"**Financial Security**" means legal instruments including constituting bonds, sureties, deposits, letters of credit, and guarantees of performance securing the performance of any obligation or undertaking (including Environmental/Closure Liabilities) with respect to the Transferred Assets (including the San Manuel Lands and the San Manuel Facilities), and/or the San Manuel Permits (or such Permits as are in effect from time to time in respect of any Transferred Assets), and/or the conduct of operations or activities on or in respect of any Transferred Assets from time to time.

"**Gila River Adjudication**" means In re the General Adjudication of All Rights to Use Water in the Gila River System and Source, case no. W-1, W-2, W-3 and W-4 (Consolidated) in the Superior Court of Arizona, Maricopa County.

“**Good Mining Practice**” means, in relation to activities related to exploration, development, mining, milling, processing, Remediation, Reclamation, closure, inspections or monitoring, or other related activities (including in respect of tailings, residues, waste rock, leach materials and other waste materials and related facilities), those mining and environmental practices, methods, standards and acts engaged in or approved by a Person which, in the conduct of its undertaking, exercises that degree of safe and efficient practice, diligence, prudence, stewardship, and foresight reasonably and ordinarily exercised by skilled and experienced operators engaged in the international mining industry.

“**Governmental Authority**” means: (a) any multinational, federal, state, provincial, territorial, regional, municipal, local or other government, governmental or public department, central bank, Tax Authority, court, tribunal, arbitral body, commission, board, ministry, bureau or agency, domestic or foreign, whether having jurisdiction in Canada, the United States, or elsewhere; (b) any Stock Exchange; (c) any Securities Commission; (d) any subdivision, agent, commission, board or authority of any of the foregoing; or (e) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, antitrust, foreign investment, expropriation or taxing authority under or for the account of any of the foregoing.

“**Guaranteed Obligations**” has the meaning set forth in Section 21.12.

“**Hazardous Substance(s)**” means any pollutant, contaminant, chemical, petroleum or any fraction thereof, asbestos or asbestos-containing material, polychlorinated biphenyls, or industrial, solid, toxic, radioactive or hazardous substance, material, waste or agent, including, without limitation, all substances, materials, wastes or agents which are identified, regulated, the subject of liability or requirements for Remediation or Reclamation under, or otherwise subject to, any Environmental Law.

“**ICA Approval**” means Seller or an Affiliate of Seller shall have filed a notification pursuant to Part III of the Investment Canada Act and at least forty-five (45) days shall have passed from the date such notification is certified by the applicable Governmental Authority, and there shall be no prohibition on completing the Contemplated Transactions under the Investment Canada Act.

“**IFRS**” means International Financial Reporting Standards and related interpretations as issued by the International Accounting Standards Board.

“**Indemnified Party**” means any of the Buyer Indemnified Parties and any of the Seller Indemnified Parties, as applicable, and “**Indemnified Parties**” means one or more of them, as applicable.

“**Indemnifying Party**” means Buyer Parties or Seller, as applicable.

“**Interim Period**” has the meaning set forth in Section 9.1.

“**Investment Canada Act**” means the *Investment Canada Act*, R.S.C., 1985, c. 28 (1st Supp.), as amended.

“**Investor Rights Agreement**” has the meaning set forth in Section 6.2(a)(ix).

“**Laws**” means all laws (including common law), by-laws, statutes, rules, regulations, orders, writs, decrees, declarations, treaties, rulings, ordinances, judgments, injunctions, determinations, awards or other requirements, whether domestic, foreign, or supranational, of or from any Governmental Authority (for greater certainty, including any self-regulatory authority and any Stock Exchange), and the term "applicable" with respect to any such Laws and in a context that refers to a Person, means such Laws as are applicable to such Person and/or its Affiliates or their business, undertaking, assets, property or securities and emanate from a Person having jurisdiction over the Party and/or its Subsidiaries or its or their business, undertaking, assets, property or securities.

"**Liabilities**" means any and all debts, obligations, liabilities, undertakings or commitments, whether now existing or hereafter arising, whether now known or hereafter becoming known, whether accrued, determined, absolute or contingent, express or implied, and whether created by Law, Contract or otherwise, including any obligation to perform or to pay for Remediation or Reclamation.

"**Lien**" means any lien, mortgage, pledge, deed of trust, indenture, security interest, Royalty, or charge against or interest in property to secure the payment of a debt or performance of an obligation or understanding.

"**Lock-Up Agreement**" means that certain lock-up agreement dated March 11, 2026 entered into by Seller in favour of Faraday.

"**LOI and Exclusivity Agreement**" means the non-binding letter of intent dated February 20, 2026 between Faraday and Seller.

"**Losses**" means any and all losses, costs, fines, expenses, penalties, damages, judgments, and settlement payments, but expressly excludes, in all circumstances, any and all special, exemplary, punitive or consequential damages, including without limitation, loss of profits.

"**Mailing Deadline**" means August 17, 2026.

"**Material Faraday Contract**" means any Contract to which either of Buyer Parties or any of their Subsidiaries is a party and which is material to the Copper Creek Project or to the Buyer Parties and their Subsidiaries on a consolidated basis.

"**Material San Manuel Contracts**" has the meaning set forth in Section 7.7(1).

"**Meeting Deadline**" means September 15, 2026.

"**Memorandum of Rights**" has the meaning set forth in Section 17.2(5).

"**Misallocated Asset**" has the meaning set forth in Section 10.11(1).

"**misrepresentation**" has the meaning ascribed thereto in the *Securities Act* (British Columbia).

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

"**Non-Assigned Transferred Contract**" has the meaning set forth in Section 10.8(2).

"**Notice of Arbitration**" has the meaning set forth in Section 20.2(1)(a).

"**Offtake Rights Agreement**" has the meaning set forth in Section 6.2(a)(x).

"**Outside Date**" means October 15, 2026 or such later date as may be agreed to in writing by the Parties, provided, however, that if Closing has not occurred by October 15, 2026 as a result of the failure to satisfy the condition set forth in Section 11.1(1)(a) and the ICA Approval has not been denied by a non-appealable decision of a Governmental Authority, then any Party may elect by notice in writing delivered to the other Party(ies) by no later than 5:00 p.m. on a date that is on or prior to such date or, in the case of subsequent extensions, the date that is on or prior to the Outside Date, as previously extended, to extend the Outside Date from time to time by a specified period of not less than 30 days from the then-current Outside Date (including as previously extended), provided further that, notwithstanding the foregoing, (a) a Party shall not be permitted to extend the Outside Date pursuant to the foregoing if the failure to satisfy the condition set forth in Section 11.1(1)(a) is primarily the result of the failure by such Party (or, in the case a Buyer Party is seeking to extend the Outside Date, either of the Buyer Parties) to perform any of its covenants or agreements or breach by such Party (or, in the case a Buyer Party is seeking to extend the Outside Date, either of the Buyer Parties) of any of its representations and warranties, in each case in any material respect under this Agreement, and (b) the aggregate extension period from the Outside Date for the Parties, when combined, shall not exceed 90 days from October 15, 2026.

"**Parties**" means, collectively, Seller, Buyer and Faraday, and "**Party**" means Seller, Buyer or Faraday, as applicable.

"**Per Claim Amount**" has the meaning set forth in Section 19.6(2).

"**Permit**" means, with respect to any Person, any consent, authorization, approval, order, license, franchise, permit, certificate, qualification, accreditation, registration, filing, plan, reclamation plan, notice or similar requirement (including applications) of, issued by, from or to, or other act by or in respect of, any Governmental Authority together with any present or future renewal, extension, modification, substitution, amalgamation, succession, conversion, lease replacement, renaming or variation thereof.

"**Permitted Encumbrances**" means (a) Liens described in Section 1.1 of the Buyer Parties Disclosure Letter (in respect of Buyer Parties) and Section 1.1(c) of the Seller Disclosure Letter (in respect of Seller) (and renewals and extensions thereof); (b) pledges to secure payment of worker's compensation insurance (or to participate in any fund in connection with worker's compensation insurance), unemployment insurance, pension or social security programs, for which no default has occurred or any payment is past due; (c) Liens imposed by mandatory provisions of Law such as carriers', materialmen's, mechanics', warehousemen's, landlords' and similar Liens arising in the ordinary course, which secure indebtedness, undertakings or obligations not yet due or in default; (d) Liens for Taxes (i) not yet delinquent; or (ii) which are being contested in good faith by appropriate proceedings, for which appropriate accruals have been established; (e) Liens arising in the ordinary course from pledges or deposits to secure public or statutory obligations (including under Permits), deposits to secure (or in lieu of) surety, stay, appeal or customs bonds, none of which is in default or delinquent; (f) encumbrances consisting of zoning restrictions, easements, or rights-of-way of record, provided that such items do not impair in any material respect the use or ownership of any assets for the purposes intended; (g) good faith deposits, in connection with bids, tenders, contracts or leases; and (h) such minor defects and irregularities of title (but not monetary Liens or Liens for contractual obligations), which, individually or in the aggregate, do not materially interfere with the present use or materially diminish the value of the applicable asset.

"**Person**" means any individual, corporation, company, limited partnership, general partnership, joint stock company, limited liability company, joint venture, association, trust, bank, trust company, pension fund, business trust or other organization, whether or not a legal entity and any Governmental Authority.

"**Pre-Closing Loss**" has the meaning set forth in Section 19.9(1).

"**Project Information**" has the meaning set forth in Section 10.9(3).

"**Property Taxes**" means all real property taxes, personal property taxes and similar ad valorem obligations that are not imposed on income, receipts, extraction, or otherwise on a transactional basis that are levied with respect to the Transferred Assets.

"**Purchase Price Allocation Methodologies**" has the meaning set forth in Section 15.1.

"**Qualified Person**" has the meaning set forth in NI 43-101, as applicable to Faraday.

"**Quit Claim Deed**" has the meaning set forth in Section 6.2(a)(v).

"**Receiving Party**" has the meaning set forth in Section 10.11(1).

"**Reclamation**" means any and all cleanup, restorative, monitoring, sampling, testing, remedial, removal, response, and corrective actions, measures and work, including as required by any Governmental Authority or under any Law (including Environmental Laws), Contract or Permit.

"**Records**" means originals or copies (if originals are not available), to the extent (i) in the possession or under the reasonable control of Seller and (ii) relating to the ownership, use, maintenance, repair or operation of the Transferred Assets, the Assumed Liabilities or the San Manuel Operations, of any and all files, correspondence, databases, operating and regulatory documentation, geological and geophysical documentation and data, engineering documents and certificates, Contracts, Permits, statements, invoices, deeds and other records (other than employee information or personnel records), whether written or in machine-readable form (including application software and computerized records maintained on electronic or other storage media), in each case excluding Excluded Records.

"**Regulation S**" means Regulation S as promulgated under the U.S. Securities Act.

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, or other release of any Hazardous Substance at, in, on, into or onto the Environment, including, without limitation, the migration of any Hazardous Substance through or in the Environment, the abandonment or discard of barrels, containers, tanks or other receptacles containing any Hazardous Substance, or any release, emission or discharge as those terms are defined in any applicable Environmental Law.

"**Remediation**" means any investigation, study, assessment, testing, monitoring, containment, removal, remediation, response, cleanup or abatement of any threatened or actual Release or presence of or exposure to any Hazardous Substance (including, in respect of the San Manuel Site, whether on or emanating or having emanated from San Manuel Lands), including as required by any Governmental Authority or under any Law (including Environmental Laws), Contract or Permit.

"**Reporting Jurisdictions**" means each of the provinces and territories of Canada, other than Quebec.

"**Representatives**" means, in respect of any Person, any of its or its Affiliates' directors, officers, employees, agents, legal counsel, financial advisors, accountants and other representatives.

"**Response Period**" has the meaning set forth in Section 12.4(1)(d).

"**Royalty**" means any production royalty, net proceeds royalty, net profits interest royalty or other royalty interest on mineral properties.

"**San Manuel Easements**" has the meaning set forth in Section 7.6(3).

"**San Manuel Equipment**" means any and all removable buildings, removable structures, tools, machinery and equipment in which the Seller Group owns any right, title or interest and which are (a) listed in Section 1.1(d) of the Seller Disclosure Letter or (b) are not listed in Section 1.1(d) of the Seller Disclosure Letter but are located on the San Manuel Lands at the date hereof or on the Closing Date and are not removed by Seller within 30 days following the Closing Date; provided, however, for greater certainty, the San Manuel Equipment does not include any Excluded Assets.

"**San Manuel Facilities**" means all immovable buildings, structures, fixtures, water wells (whether traditional or artesian), monitor wells, pumps, storage tanks, pipelines, electrical sub-stations or electrical facilities and similar improvements in which the Seller Group owns any right, title or interest and which are located on the San Manuel Lands, including those listed in Section 1.1(e) of the Seller Disclosure Letter; provided, however, for greater certainty, the San Manuel Facilities do not include any Excluded Assets.

"**San Manuel Lands**" means the San Manuel Patented and Fee Properties, the San Manuel Split Estate Property, the San Manuel Leased Property, the San Manuel Mineral Exploration Permits, the San Manuel Mining Claims and the San Manuel Easements.

"**San Manuel Leased Property**" means the mineral lease in respect of the Camp Grant Quarry described in Section 1.1(f) of the Seller Disclosure Letter.

"**San Manuel Mined Land Reclamation Plans**" means: (a) the "BHP Copper San Manuel Mine Site Mined Land Reclamation Plan" dated October 15, 2004, prepared by SRK Consulting, including all amendments and modifications thereto and all superseding plans thereto (if any) as approved by ASMI; and (b) the "BHP Copper San Manuel Plant Site Mined Land Reclamation Plan" dated October 15, 2005, prepared by SRK Consulting, including all amendments and modifications thereto and all superseding plans thereto (if any) as approved by ASMI.

"**San Manuel Mineral Exploration Permits**" means the mineral exploration permits in respect of the San Manuel Site described in Section 1.1(g) of the Seller Disclosure Letter.

"**San Manuel Mining Claims**" means the mining claims in respect of the San Manuel Site described in Section 1.1(h) of the Seller Disclosure Letter.

"**San Manuel Operations**" means the former mining and milling operations at the San Manuel Site and any ongoing inspection and maintenance activities and all activities and operations related thereto or associated therewith.

"**San Manuel Patented and Fee Properties**" means the lands described in Section 1.1(i) of the Seller Disclosure Letter.

"**San Manuel Permits**" means the Permits with respect to the Transferred Assets, the Assumed Liabilities and/or the San Manuel Operations, including the Aquifer Protection Permits and the Permits specified in Section 7.5 of the Seller Disclosure Letter, and including all amendments and modifications thereto and all superseding Permits thereto (if any). For greater certainty, references to San Manuel Permits excludes any well registrations filed with ADWR in respect of the wells forming part of the San Manuel Facilities.

"**San Manuel Site**" is defined in the recitals of this Agreement.

"**San Manuel Split Estate Property**" means the property and mineral rights in respect of the San Manuel Site described in Section 1.1(j) of the Seller Disclosure Letter.

"**Sanctioned Person**" has the meaning set forth in Section 8.26.

"**Sanctions**" has the meaning set forth in Section 8.26.

"**Securities Commissions**" means the securities regulatory authorities of the Reporting Jurisdictions, as the case may be.

"**SEDAR+**" means the System for Electronic Document Analysis and Retrieval +.

"**Seller**" is defined in the preamble of this Agreement, and includes any successors or permitted assigns of Seller.

"**Seller Disclosure Letter**" has the meaning set forth in Article 7.

"**Seller Fundamental Representations**" means the representations and warranties set forth in: (a) Section 7.1 (Organization and Qualification); (b) Section 7.2 (Execution and Binding Obligation); and (c) Section 7.6(2) (Title to San Manuel Lands) to the extent Section 7.6(2) relates to the San Manuel Patented and Fee Properties other than the town lots described in Section 1.1(i) of the Seller Disclosure Letter.

"**Seller Group**" means Seller and any of its Affiliates.

"**Seller Indemnified Party**" and "**Seller Indemnified Parties**" have the meaning set forth in Section 19.3.

"**Seller Information**" has the meaning set forth in Section 5.2(e).

"**Seller Material Adverse Effect**" means any fact, circumstance, change, effect, occurrence or event that, individually or in the aggregate with other facts, circumstances, changes, effects, occurrences or events, that has a material adverse effect on the Transferred Assets and the San Manuel Operations as currently conducted by Seller, taken as a whole, provided that none of the following (or the results thereof) shall constitute or be taken into account in determining whether a Seller Material Adverse Effect has occurred:

(a) any change or development affecting any of the industries in which Seller and its Affiliates operate;

(b) any changes in commodity prices or demand for commodities;

(c) any change or development in or relating to general economic, business, banking, financial, credit, currency exchange, interest rate, rates of inflation or capital market conditions, including inflation, supply chain disruptions, labor shortages, interest rates, foreign exchange or exchange rates;

(d) any change or development in global, national or regional political or regulatory conditions (including general labor strikes, lockouts, protests, riots or any act of terrorism, sabotage, espionage, cyberattack or any outbreak of hostilities or war or any escalation or worsening thereof, anti-dumping actions, international tariffs, sanctions, trade policies or disputes or any "trade war" or similar actions or the threat thereof);

(e) any epidemic, pandemic or disease outbreak or any worsening thereof (including any response of Governmental Authorities thereto);

(f) any hurricane, flood, tornado, earthquake, wildfire or other natural or man-made disaster;

(g) any adoption, proposed implementation or change in applicable Law or any interpretation thereof by any Governmental Authority, and any action taken (or omitted to be taken) by Faraday or its Subsidiaries which is required thereby;

(h) any change in generally accepted accounting principles, including IFRS or regulatory accounting requirements applicable in Arizona, United States;

(i) the negotiation, execution or announcement of this Agreement or any public disclosure relating to the foregoing, including the initiation of litigation by any Person with respect to this Agreement or the Contemplated Transactions, and any termination of, reduction in or similar negative impact on relationships, contractual or otherwise, with any suppliers, partners, employees or other stakeholders of Seller or any of its Affiliates or with any Governmental Authorities, due to the negotiation, execution or announcement of this Agreement or the Contemplated Transaction, the actions required or authorized hereby, or any public disclosure relating to the foregoing (provided that this paragraph (i) shall not apply to any representation or warranty that addresses the consequences of the negotiation, execution or announcement of this Agreement or the Contemplated Transactions, the actions required or authorized hereby, or any public disclosure relating to the foregoing); or

(j) actions or inactions taken by Seller or its Affiliates that are expressly required by this Agreement or that are taken at the written request or with the prior written consent of Buyer Parties,

provided, however, that any event, change, occurrence, effect or state of facts referred to in clauses (a)-(f) may be taken into account in determining whether a Seller Material Adverse Effect has occurred but solely to the extent that it disproportionately adversely affects the Transferred Assets and the San Manuel Operations as currently conducted by Seller, taken as a whole, compared to other similar assets and operations in Arizona, United States.

"**Seller Technical Committee Members**" has the meaning set forth in Section 10.9(1).

"**Special Warranty Deed**" has the meaning set forth in Section 6.2(a)(ii).

"**Stock Exchanges**" means: (a) when used in respect of Faraday, the TSX and the OTCQX Best Market in the United States; and (b) when used in respect of Seller and/or its Affiliates, the London Stock Exchange and the Australian Stock Exchange.

"**Straddle Period Property Tax**" means Property Taxes pertaining to the Transferred Assets for the calendar year, or other applicable property tax period, in which the Closing Date occurs.

"**Subscription Agreement**" means that certain subscription agreement dated March 11, 2026 by and between Faraday and Seller, pursuant to which, amongst other things, Seller subscribed for 6,400,000 Faraday Shares.

"**Subsidiary**" means with respect to any Person, any other Person which is Controlled directly or indirectly by that Person, and "**Subsidiaries**" means all of such other Persons.

"**Superior Proposal**" means an Acquisition Proposal that the Faraday Board determines in its good faith judgment, after consultation with its outside legal and financial advisors: (a) is reasonably capable of being completed on the terms proposed, taking into account all legal, financial, regulatory, and other aspects of such proposal; (b) is not subject to any due diligence or financing contingency (or, if subject to such conditions, the Faraday Board has reasonably determined that such conditions are likely to be satisfied); and (c) would, if consummated, result in a transaction more favorable to Faraday and the Faraday Shareholders from a financial point of view having regard to, among other things, the financial consequences of such Acquisition Proposal in the long term and the interests of all of the stakeholders of Faraday than the Contemplated Transactions.

"**Superior Proposal Action**" has the meaning set forth in Section 12.4(1).

"**Tailings Facilities**" means the tailings disposal facilities located on the San Manuel Lands.

"**Tax**" or "**Taxes**" means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Authority, including all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes (including, without limitation, taxes relating to the transfer of interests in property or entities holding interests therein), franchise taxes, licence taxes, mining taxes, withholding taxes, payroll taxes, employment taxes, excise, severance, social security, government pension plan premiums and contributions, workers' compensation, employment insurance or compensation taxes or premium, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any Tax indemnity obligations, and any interest, penalties or additional amounts imposed by any Tax Authority (domestic or foreign), and any interest, penalties, additional taxes and additions to tax imposed with respect to any of the foregoing, in each case whether disputed or not.

"**Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time, including every specific proposal to amend the Tax Act that is publicly announced by the Minister of Finance (Canada), and which is to have effect, prior to the date hereof.

"**Tax Authority**" means a Governmental Authority having jurisdiction over the assessment, determination, collection or imposition of any Tax.

"**Tax Return**" means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"**Technical Committee**" has the meaning set forth in Section 10.9(1).

"**Technical Committee Members**" has the meaning set forth in Section 10.9(1).

"**Terminating Party**" has the meaning set forth in Section 11.4(1).

"Termination Notice" has the meaning set forth in Section 11.4(1).

"**Termination Payment**" means US$12,000,000.00.

"**Termination Payment Event**" has the meaning set forth in Section 13.5(2).

"**Title Policy**" means a standard owner's policy of title insurance on ALTA Form 2021 v.1.00 or equivalent, dated as of the Closing Date, in the amount equal to *[redacted – commercially sensitive information]*, covering the San Manuel Patented and Fee Properties, San Manuel Easements and Seller-owned surface estate of the San Manuel Split Estate Property.

"**Threshold Amount**" has the meaning set forth in Section 19.6(2).

"**Transaction Documents**" means this Agreement, *[redacted – commercially sensitive information]*, the Investor Rights Agreement, *[redacted – commercially sensitive information]*, the Water Supply Agreement, the Offtake Rights Agreement, the Bill of Sale, the Special Warranty Deed, the Quit Claim Deed, the Transfer Affidavit, the Assignment and Assumption Agreements, and any other certificates, agreements or other documents to be executed and delivered by any of Seller or Buyer Parties in connection with this Agreement.

"**Transfer**" has the meaning set forth in Section 17.2(4).

"**Transfer Affidavit**" has the meaning set forth in Section 6.2(a)(iv).

"**Transfer Taxes**" has the meaning set forth in Section 15.2.

"**Transferee**" has the meaning set forth in Section 17.2(4).

"**Transferred Assets**" means all of Seller's or its Affiliates' respective right, title and interest as of the date hereof in and to the San Manuel Lands, the San Manuel Facilities, the San Manuel Equipment, the Water Rights and Claims, the Transferred Contracts, Records (subject to Section 6.3 and Section 16.1), and any and all rights, benefits, interests derived therefrom; provided, however, for greater certainty, the term Transferred Assets does not include any of Seller's right, title or interest in or to the Excluded Assets.

"**Transferred Contracts**" means all Contracts related exclusively to the San Manuel Operations as currently conducted by Seller or the Transferred Assets to which Seller is a Party, other than: (a) the Excluded Contracts; and (b) Contracts which pertain to any other assets or operations of Seller or its Affiliates.

"**Treasury Regulations**" means Treasury regulations promulgated under the Code.

"**TSX**" means the Toronto Stock Exchange.

"**TSX Approval**" has the meaning set forth in Section 11.1(1)(b).

"**UCE**" has the meaning set forth in Section 17.3(1).

"**UCE Expert**" has the meaning set forth in Section 17.3(1).

"**U.S. Securities Act**" has the meaning set forth in Section 7.16(1).

"**Unrestricted Cash**" means all cash and cash equivalents of the Buyer Parties and their wholly-owned Subsidiaries, excluding: (a) any cash subject to restrictions on use of withdrawal; (b) any cash held in escrow or trust; and (c) any cash securing obligations or otherwise pledged.

"**VanIAC**" has the meaning set forth in Section 20.2(1).

"**VanIAC Rules**" has the meaning set forth in Section 20.2(1).

"**Water Rights and Claims**" means (a) the surface water claims and the Gila River Adjudication claims registered with the Arizona Department of Water Resources and abstracts of water rights entered by the Superior Court of Arizona, Maricopa County in respect of the Gila River Adjudication as identified in Section 1.1(k) of the Seller Disclosure Letter; and (b) the well registrations filed with ADWR in respect of the water wells forming part of the San Manuel Facilities identified in Section 1.1(k) of the Seller Disclosure Letter, which includes registrations in the name of Seller or its Affiliates for locations within the townships encompassing the San Manuel Site, and may include wells that are not located on the San Manuel Lands, are no longer owned by Seller or its Affiliates, are not operable, or that no longer exist.

"**Water Supply Agreement**" has the meaning set forth in Section 6.2(a)(vii).

Section 1.2 Interpretation.

(a) The division of this Agreement into Articles, Sections, subsections, paragraphs and clauses and the insertion of headings is for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. Unless the contrary intention appears, references in this Agreement to an Article, Section, subsection, paragraph, clause or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph, clause or Schedule, respectively, bearing that designation in this Agreement.

(b) In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

(c) If the date on which any action is required to be taken hereunder by a Party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day. A period of time is to be computed as beginning on the day following the event that began the period and ending at 5:00 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 5:00 p.m. on the next Business Day if the last day of the period is not a Business Day. References to time are to local time in Arizona, United States.

(d) Unless otherwise stated, all references in this Agreement to sums of money are expressed in United States dollars and "$" and "USD" refers to United States dollars. Any references to "CAD $" refers to Canadian dollars.

(e) Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made hereunder shall be made in accordance with IFRS consistently applied.

(f) In this Agreement, (i) references to "Knowledge" or "knowledge" in respect of Seller means the actual knowledge of *[redacted – personal information]*, in each case; and (ii) references to "Knowledge" or "knowledge" in respect of Buyer Parties (or either of them) means the actual knowledge of *[redacted – personal information]*, in each case.

(g) For the purpose of this Agreement, it is acknowledged and agreed that disclosure in any section or subsection of the Seller Disclosure Letter or the Buyer Parties Disclosure Letter, respectively, will be deemed disclosed with respect to all Sections of this Agreement and all other sections or subsections of the Seller Disclosure Letter or the Buyer Parties Disclosure Letter, as applicable, to the extent the relevance of such disclosure to such Section or subsection is reasonably apparent on the face of such disclosure. The Seller Disclosure Letter or the Buyer Parties Disclosure Letter form an integral part of this Agreement for all purposes of it.

(h) References in this Agreement to the words "include", "includes" or "including" shall be deemed to be followed by the words "without limitation" whether or not they are in fact followed by those words or words of like import.

(i) Any capitalized terms used in any Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement.

(j) References in this Agreement to any Contract are to that Contract as amended, modified or supplemented from time to time in accordance with its terms, including any exhibits, schedules, annexes, statements of work, riders and other documents attached thereto.

(k) References in this Agreement to a Person includes the heirs, administrators, executors, legal personal representatives, predecessors, successors and permitted assigns of that Person, as applicable.

(l) References to a particular statute shall be to such statute and the rules, regulations, orders and published policies made thereunder, as now in effect and as it and they may be promulgated thereunder or amended from time to time; provided that, for purposes of any representations and warranties in this Agreement that are made as at a specific date, references to any specific statute will be deemed to refer to such statute (and the rules, regulations, orders and published policies made thereunder) as of such date.

(m) References in this Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether an "Faraday Material Adverse Effect" or a "Seller Material Adverse Effect" has occurred.

(n) When used herein, the words "hereof," "herein" and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(o) Unless the context otherwise requires, (i) "neither," "nor," "any," "either" and "or" are not exclusive; (ii) "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and does not simply mean "if"; and (iii) "existing" means "existing as of the date of this Agreement" and "currently" or "current" refers to the date of this Agreement.

(p) When used herein, the phrase "the date hereof" and "the date of this Agreement" means July 2, 2026.

(q) A Person is considered to "Control" another Person if: (i) the first Person beneficially owns or directly or indirectly exercises control or direction over securities of the second Person carrying votes which, if exercised, would entitle the first Person to elect a majority of the directors of the second Person, unless that first Person holds the voting securities only to secure an obligation; (ii) the second Person is a partnership, other than a limited partnership, and the first Person holds more than fifty percent (50%) of the interests of the partnership; (iii) the second Person is a limited partnership, and the general partner of the limited partnership is the first Person; or (iv) the first Person otherwise possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the second Person, whether through ownership of voting securities of the second Person, by Contract or otherwise, and "Controlling" and "Controlled by" shall have correlative meanings.

(r) Documents or other information or materials will be deemed to have been "made available," "furnished," "provided" or "delivered" by any Party if such documents, information or materials have been physically or electronically delivered to the other Party prior to the date of this Agreement, including by being posted to a virtual data room managed by such Party prior to 5:00 p.m. on the calendar day immediately preceding the date of this Agreement.

(s) With regard to each and every term and condition of this Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted, and that if at any time the Parties desire or are required to interpret or construe any such term or condition or any agreement or instrument subject thereto, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition of this Agreement.

ARTICLE 2
PURCHASE AND SALE OF THE ASSETS

Section 2.1 Sale of the Transferred Assets.

Subject to and in accordance with the terms of this Agreement, at Closing, Seller will, and will procure that its applicable Affiliates, sell, assign, transfer, and convey to Buyer the Transferred Assets, and Buyer will accept delivery of the Transferred Assets, in consideration for the delivery by Buyer of the Consideration Shares to Seller (or its Designated Affiliate) in accordance with Article 4 and the assumption by Buyer of the Assumed Liabilities in accordance with Section 3.1.

Section 2.2 Excluded Assets.

Notwithstanding Section 2.1, the Transferred Assets will not include the Excluded Assets.

ARTICLE 3
LIABILITIES

Section 3.1 Assumption of Liabilities.

Subject to Closing, from and after the Closing Date, Buyer will assume and agree to pay, perform and discharge promptly when due, any and all Liabilities arising out of the operation or ownership by the Seller Group (or any of their predecessors or any prior owners or operators) of the Transferred Assets and the San Manuel Operations, prior to, on or after the Closing Date, other than the Excluded Liabilities (the "**Assumed Liabilities**"), including:

(a) any and all Liabilities arising from the operation or ownership by the Seller Group (or any of their predecessors or any prior owners or operators) of, under or pursuant to the Transferred Assets and/or the San Manuel Operations, arising prior to, on or after the Closing Date (including all accounts payable, claims under invoices, bills, outstanding claims, notices of violations and encroachments);

(b) any and all Environmental/Closure Liabilities arising prior to, on and after the Closing Date;

(c) any and all Liabilities of the Seller Group related to the BHP Financial Security;

(d) any and all Liabilities of Seller or its Affiliates for Taxes (including the portion of Property Taxes for which Buyer is responsible pursuant to Section 15.3) related to the Transferred Assets or the San Manuel Operations arising prior to, on or after the Closing Date, but for greater certainty excluding Excluded Taxes; and

(e) any and all accrued expenses or other current Liabilities of the Seller Group arising from the operation or ownership by the Seller Group (or any of their predecessors or any prior owners or operators) of the Transferred Assets and the San Manuel Operations arising prior to, on and after the Closing Date, but for greater certainty excluding amounts owing under bills or invoices for utilities accounts (e.g., electricity, gas, sewer, telephone, etc.) in respect of the San Manuel Site that are allocated to Seller pursuant to Section 10.10(2)(a) or Section 10.10(2)(c).

Section 3.2 Liabilities Not Assumed by Buyer.

The Assumed Liabilities will not include, and Buyer will not assume or incur, the following Liabilities (the "**Excluded Liabilities**"):

(a) any Liability of Seller or its Affiliates with respect to Excluded Taxes;

(b) any Liability of Seller or its Affiliates to the extent related to the Excluded Assets;

(c) any Liability of Seller to the extent arising out of the negotiation, preparation, execution and performance by Seller of this Agreement or the Contemplated Transactions, including all fees and expenses of Seller's legal counsel, financial advisors, accountants, consultants and other Representatives;

(d) any Liability of Seller or its Affiliates arising under the Excluded Contracts;

(e) any Liability of Seller or its Affiliates arising out of or relating to any bonus, severance, retention, termination, pension, benefit or similar obligation in respect of any employee, former employee, consultant or contractor of Seller or its Affiliates;

(f) any Liability of Seller or its Affiliates arising out of any financing arrangement, Debt Instrument, letter of credit, surety bond, performance bond, guarantee or other financial accommodation of Seller or its Affiliates, except to the extent included as an Assumed Liability in Section 3.1(a) through Section 3.1(e);

(g) any dividend, distribution or other payment (including any return of capital) in respect of any equity interests made or payable to the Seller Group;

(h) any Liability arising out of any intercompany arrangements, intercompany agreements or intercompany balances solely between Seller and/or any of its Affiliates, and any settlement, unwinding or termination thereof;

(i) any Liability of Seller or its Affiliates for borrowed money, including any Liability arising out of any working capital facility, revolving credit facility, intercompany loan, overdraft facility, hedging arrangement, cash pooling or treasury arrangement or other short-term or intra-group financing arrangement of Seller or its Affiliates, including any repayment, prepayment, breakage, termination or settlement costs associated therewith, but excluding any Liabilities of the Seller Group related to the BHP Financial Security; and

(j) amounts owing under bills or invoices for utilities accounts (e.g., electricity, gas, sewer, telephone, etc.) in respect of the San Manuel Site that are allocated to Seller pursuant to Section 10.10(2)(a) or Section 10.10(2)(c).

ARTICLE 4
CONSIDERATION SHARES

Section 4.1 Consideration Shares.

As consideration for the transfer of the Transferred Assets, at Closing, Buyer will deliver the Consideration Shares to Seller (or, for administrative convenience, directly to an Affiliate of Seller as Seller may designate (the "**Designated Affiliate**") in writing at least two (2) Business Days prior to the Closing Date, provided that, in such case: (a) prior to the Closing, the Designated Affiliate shall provide to Buyer Parties a certificate duly executed by the Designated Affiliate substantially in the form attached hereto as Exhibit "B"; (b) the Consideration Shares will be treated, for applicable Tax purposes, as having been delivered to Seller and the Parties shall report the delivery of the Consideration Shares consistently with the foregoing for applicable tax purposes, (c) the Buyer shall assume and be fully responsible for any Tax reporting and Tax withholding obligations in connection with any assignment or other transfer by the Buyer Parties of the Consideration Shares and (d) the Seller shall assume and be fully responsible for any Tax reporting and Tax withholding obligations in connection with any assignment or other transfer by Seller of the Consideration Shares or Seller's rights to receive the Consideration Shares to such Designated Affiliate). The Seller (or its Designated Affiliate as directed by Seller pursuant to this Section 4.1) shall receive the Consideration Shares free and clear of all Liens, other than restrictions on transfer pursuant to applicable securities Laws and the Investor Rights Agreement.

Section 4.2 Consideration Shares Statement.

(1) No later than 10:00 a.m. (Vancouver, British Columbia time) on the Business Day immediately preceding the Closing Date, Faraday shall deliver to Seller a statement (the "**Consideration Shares Statement**"), certified by a senior officer of Faraday.

(2) The Consideration Shares Statement shall set forth, as at the close of business (Vancouver, British Columbia time) two (2) Business Days preceding the Closing Date:

(a) the total number of issued and outstanding Faraday Shares;

(b) the total number of outstanding Faraday Convertible Securities;

(c) the total number of Faraday Shares issuable on exercise, conversion, exchange or settlement of such Faraday Convertible Securities; and

(d) the resulting number of Consideration Shares to be issued at Closing, together with reasonable supporting detail of the calculation.

(3) Faraday shall consult with Seller in the preparation of the Consideration Shares Statement. Subject to Faraday's compliance with Section 4.2(1) and Section 4.2(2), Seller shall either approve or provide written comments on the Consideration Shares Statement by no later than the later of (a) 2:00 p.m. (Vancouver, British Columbia time) on the Business Day immediately preceding the Closing Date and (b) four (4) hours after the Consideration Shares Statement is received by Seller, such approval shall not be unreasonably withheld, conditioned or delayed. If Seller does not approve or provide written comments on the Consideration Shares Statement by 2:00 p.m. (Vancouver, British Columbia time) on the Business Day immediately preceding the Closing Date, the Consideration Shares Statement shall be deemed approved by Seller. If Seller provides written comments on the Consideration Shares Statement by 2:00 p.m. (Vancouver, British Columbia time) on the Business Day immediately preceding the Closing Date, the Parties shall, each acting reasonably and in good faith, immediately consult with each other to resolve such comments and, if necessary or appropriate based on such consultation, amend the Consideration Shares Statement to reflect such comments.

(4) Without limiting anything else in this Agreement related to the capitalization and outstanding securities of Faraday (including Section 8.2 and Section 9.2(2)), for the period commencing at 5:00 p.m. (Vancouver, British Columbia time) on the second (2^{nd}) Business Day preceding the Closing Date and ending at the time of Closing, Faraday shall not issue, agree to issue, or authorize the issuance of any Faraday Shares or any Faraday Convertible Securities, other than (a) issuances of Faraday Shares pursuant to the exercise, conversion, exchange or settlement of Faraday Convertible Securities outstanding as of 5:00 p.m. (Vancouver, British Columbia time) on the second (2^{nd}) Business Day preceding the Closing Date and (b) the issuance of the Consideration Shares at Closing.

(5) In the event that, notwithstanding Section 4.2(4), Faraday issues, agrees to issue, or authorizes the issuance of any Faraday Shares or Faraday Convertible Securities during the period commencing at 5:00 p.m. (Vancouver, British Columbia time) on the second (2^{nd}) Business Day preceding the Closing Date and ending at the time of Closing: (a) Faraday shall promptly amend the Consideration Shares Statement to update the calculation of Consideration Shares to account for such Faraday Shares and/or Faraday Convertible Securities; and (b) Faraday shall promptly issue and deliver to Buyer (and Buyer shall subscribe for), and Buyer will immediately thereafter assign, transfer, convey and deliver to Seller (or its Designated Affiliate) for no additional consideration from Seller or its Designated

Affiliate, such number of additional Faraday Shares as is required such that the total number of Faraday Shares delivered to Seller or its Designated Affiliate pursuant to this Agreement is equal to the Consideration Shares. This Section 4.2(5) shall survive Closing and shall not merge on Closing.

ARTICLE 5
FARADAY MEETING AND CIRCULAR

Section 5.1 Faraday Meeting.

Faraday shall:

(a) subject only to Section 5.1(c), convene and conduct the Faraday Meeting to consider the Approval Resolution in accordance with the Constating Documents of Faraday and applicable Law as promptly as practicable, but in any event on or before the Meeting Deadline;

(b) in consultation with Seller, fix and publish a record date for the purposes of determining Faraday Shareholders entitled to receive notice of and vote at the Faraday Meeting as promptly as practicable, and not change such record date for the Faraday Meeting in connection with any adjournment or postponement of the Faraday Meeting unless required by applicable Law or with the prior written consent of Seller;

(c) not adjourn, postpone, or cancel the Faraday Meeting or propose the adjournment, postponement or cancellation of the Faraday Meeting without the prior written consent of Seller, except:

(i) in the case of adjournment, as required for quorum purposes (in which case the Faraday Meeting shall be adjourned (and not cancelled) and subsequently reconvened as soon as practicable in consultation with Seller);

(ii) in the case of adjournments or postponements, at the request of Seller for the purpose of obtaining the Faraday Required Approval, in which case the Faraday Meeting shall be held within ten (10) Business Days of the Meeting Deadline, in accordance with this Agreement; or

(iii) in the case of adjournments or postponements, pursuant to Section 11.4(2) or Section 12.5(2);

(d) solicit proxy votes from Faraday Shareholders in favour of the Approval Resolution and take all actions that are reasonably necessary or desirable to seek the Faraday Required Approval at the Faraday Meeting and take all other actions reasonably requested by Seller to obtain the Faraday Required Approval at the Faraday Meeting;

(e) give notice to Seller of the Faraday Meeting and allow Seller and its Representatives to attend the Faraday Meeting;

(f) advise Seller, as Seller may reasonably request, and on a daily basis on each of the last ten (10) Business Days prior to the proxy cut-off date for the Faraday Meeting, as to the aggregate tally of the proxies received by Faraday in respect of the Approval Resolution;

(g) not waive or extend the deadline for the submission of proxies by Faraday Shareholders for the Faraday Meeting without the prior written consent of Seller; and

(h) promptly advise Seller of any material written communication from any Faraday Shareholder in opposition to the Contemplated Transactions received by the Buyer Parties or their respective Representatives in relation to the Approval Resolution received by Faraday at any time up to the Faraday Meeting.

Section 5.2 Faraday Circular.

(a) Faraday shall: (i) prepare, in consultation with Seller, the Circular together with any other documents required by applicable Laws in connection with the Faraday Meeting; and (ii) cause the Circular and such other documents required by applicable Laws to be, as applicable, mailed to the Faraday Shareholders and/or filed with applicable Governmental Authorities in all jurisdictions where the same are required to be filed by no later than the Mailing Deadline.

(b) Faraday shall ensure that the Circular and such other documents required by applicable Laws to be, as applicable, mailed to the Faraday Shareholders and/or filed with applicable Governmental Authorities in connection with the Faraday Meeting comply in all material respects with all applicable Laws, including, in respect of the Circular, providing Faraday Shareholders with information in sufficient detail to permit them to form a reasoned judgement concerning the matters to be placed before them at the Faraday Meeting and, without limiting the generality of the foregoing, shall ensure that, on the date of mailing thereof, the Circular does not contain any misrepresentation (except that Faraday shall not be responsible to Seller for any Seller Information).

(c) Without limiting the generality of Section 5.2(b), Faraday shall ensure that the Circular contains: (i) a written copy of the Fairness Opinion (and Faraday shall provide an advance copy thereof to Seller for its review and consideration); (ii) the Faraday Board Recommendation; and (iii) a statement that each Faraday Supporting Shareholder intends to vote, and direct to be voted, all Faraday Shares held by or on behalf of such Faraday Supporting Shareholder in favour of the Approval Resolution pursuant to the terms of the Faraday Support Agreements.

(d) Faraday shall obtain any necessary consents from any of their respective auditors, Qualified Persons, any other advisors or experts to the use or inclusion of technical or other information required to be included in the Circular and to the identification in the Circular of each such auditor, Qualified Person, advisor or expert.

(e) Seller will provide Faraday with all information in the possession or control and readily available to Seller and its Affiliates regarding Seller and its Affiliates, the Transferred Assets and the Assumed Liabilities required by applicable Laws to be included in the Circular or any other documents required by applicable Laws to be prepared by Faraday and filed by Faraday in connection with the Faraday Meeting ("**Seller Information**"), and will provide such Seller Information to Faraday as promptly as practicable and in any event in sufficient time to allow Faraday to mail the Circular by the Mailing Deadline; provided that, notwithstanding the foregoing, with respect to any Seller Information that is not within the possession or control of or readily available to Seller or its Affiliates or cannot be disclosed to Faraday or included in the Circular without the consent of a third party, Seller shall only be required to use commercially reasonable efforts to provide such Seller Information to Faraday. Seller shall use commercially reasonable efforts to ensure that such Seller Information does not include any misrepresentation with respect to Seller, its Affiliates or the San Manuel Site. For the avoidance of doubt, (a) Seller and its Affiliates shall have no obligation to prepare, or cause to be prepared, any documents required by applicable Laws to be filed by Faraday in connection with the Faraday Meeting (including any NI 43-101 technical report in respect of the San Manuel Site), other than providing Faraday with Seller Information as set forth in this Section 5.2(e); and (b) without limiting Section 5.2(f), the form and content of all Seller Information and information derived therefrom included in the Circular or any other documents required by applicable Laws to be filed by Faraday in connection with the Faraday Meeting (including any NI 43-101 technical report in respect of the San Manuel Site prepared by or for Faraday) shall be approved in writing by Seller prior to the mailing and/or filing, as applicable, thereof.

(f) Seller and its legal counsel shall be given a reasonable opportunity to review and comment on the disclosure in the Circular and each other document required by applicable Laws to be, as applicable, mailed to the Faraday Shareholders and/or filed with applicable Governmental Authorities in connection with the Faraday Meeting prior to the Circular and such other documents being printed and/or filed with any Governmental Authority and/or mailed to any Faraday Shareholders and reasonable consideration shall be given to any comments made by Seller and its legal counsel. The form and content of the Circular and each such other related document shall be acceptable to Seller, acting reasonably, and Faraday shall provide Seller with final copies of the Circular and each such other related document prior to the mailing and/or filing, as applicable, thereof.

(g) Faraday shall promptly notify Seller if it becomes aware that the Circular contains a misrepresentation, or otherwise requires an amendment or supplement. Seller shall promptly notify Faraday if it becomes aware that the Seller Information contained in the Circular contains a misrepresentation. Seller and Faraday shall cooperate in the preparation of any such amendment or supplement to the Circular as is required or appropriate, and Faraday shall promptly mail, file or otherwise publicly disseminate any such amendment or supplement to the Faraday Shareholders and such other Persons if and to the extent required by applicable Law, and file the same with the applicable securities regulatory authorities and other Governmental Authorities as required by applicable Law. Any such amendment or supplement to the Circular shall be in form and content acceptable to Seller, acting reasonably, and Faraday shall provide Seller with final copies of each such amendment or supplement to the Circular prior to its mailing, filing or other public dissemination.

ARTICLE 6
CLOSING

Section 6.1 Closing Date.

Subject to and in accordance with the provisions of this Agreement, the consummation of the Contemplated Transactions (the "**Closing**") will occur at 1:00 p.m. by the electronic exchange of copies of the documents and the taking of the closing steps on the date (the "**Closing Date**") that is five (5) Business Days after the conditions set forth in Section 11.1(1), Section 11.2(1) and Section 11.3(1) (other than those conditions that by their terms are to be satisfied at Closing) have been satisfied or waived by the Party entitled to waive such condition. The Parties may extend or shorten the Closing Date or amend the time of Closing at any time and from time-to-time by mutual written agreement.

Section 6.2 Closing Deliveries.

(a) **Seller's Deliveries**. At Closing, Seller shall deliver or cause to be delivered to the Buyer Parties the following:

(i) a Bill of Sale substantially in the form attached hereto at Exhibit "C" (the "**Bill of Sale**"), duly executed by Seller;

(ii) a Special Warranty Deed to the San Manuel Patented and Fee Properties and the San Manuel Split Estate Property, substantially in the form attached hereto at Exhibit "D" (the "**Special Warranty Deed**"), duly executed and notarized by Seller;

(iii) a Quit Claim Deed for the Water Rights and Claims listed in clauses (a) and (b) of the definition of Water Rights and Claims as set forth in the Special Warranty Deed;

(iv) an Affidavit of Property Value in the form required by A.R.S. § 11-1133 (the "**Transfer Affidavit**"), duly executed and notarized by Seller;

(v) a Quit Claim Deed for the San Manuel Mining Claims substantially in the form attached hereto as Exhibit "E" (the "**Quit Claim Deed**");

(vi) assignment and assumption agreements with respect to (A) those Transferred Contracts that are assignable by Seller without consent of the counterparty(ies) thereto (or for which consent to assign such Transferred Contracts has been obtained from the counterparty(ies) thereto prior to Closing), (B) the San Manuel Mineral Exploration Permits, (C) the San Manuel Easements, (D) the San Manuel Leased Property and (E) other land use authorizations, each substantially in the form attached hereto as Exhibit "F" (each, an "**Assignment and Assumption Agreement**"), duly executed by Seller;

(vii) the water supply agreement substantially in the form attached hereto as Exhibit "G" (the "**Water Supply Agreement**"), duly executed by Seller or an Affiliate of Seller;

(viii) an affidavit of non-foreign status of Seller, dated as of the Closing Date substantially in the form attached hereto as Exhibit "H", duly executed by Seller;

(ix) the investor rights agreement substantially in the form attached hereto as Exhibit "I" (the "**Investor Rights Agreement**"), duly executed by Seller or its Designated Affiliate;

(x) the offtake rights agreement substantially in the form attached as Exhibit "J" (the "**Offtake Rights Agreement**"), duly executed by Seller or an Affiliate of Seller;

(xi) a certificate of a senior officer of Seller dated the Closing Date certifying the matters in Section 11.2(1)(a) and Section 11.2(1)(b);

(xii) a title opinion in respect of the San Manuel Lands dated the Closing Date, which shall include the matters set forth in Exhibit "K" and otherwise be in form satisfactory to the Buyer Parties, acting reasonably;

(xiii) the Memorandum of Rights substantially in the form attached hereto as Exhibit "L" duly executed by Seller; and

(xiv) the Title Policy.

(b) **Buyer's Deliveries.** At Closing, the Buyer Parties shall deliver or cause to be delivered to Seller the following:

(i) an original copy of the share certificate or a Direct Registration Statement (DRS) advice representing the Consideration Shares registered in the name of Seller (or its Designated Affiliate as directed by Seller pursuant to Section 4.1);

(ii) the Transfer Affidavit, duly executed by Buyer;

(iii) each of the Assignment and Assumption Agreements, duly executed by each of the Buyer Parties;

(iv) a legal opinion dated the Closing Date, in the form attached as Exhibit "M", from Canadian counsel to Faraday, addressed to Seller, with respect to certain Canadian securities Laws matters;

(v) a legal opinion dated the Closing Date, in the form referred to in Exhibit "N", from special United States Counsel to Faraday;

(vi) a title opinion in respect of the Copper Creek Project dated the Closing Date, which shall include the matters set forth in Exhibit "K" and which shall otherwise be in form satisfactory to the Seller, acting reasonably;

(vii) the Water Supply Agreement, duly executed by each of the Buyer Parties;

(viii) the Investor Rights Agreement, duly executed by Faraday;

(ix) the Offtake Rights Agreement, duly executed by the Buyer Parties and their applicable Affiliates;

(x) a certificate of a senior officer of each Buyer Party dated the Closing Date certifying the matters in Section 11.3(1)(a) and Section 11.3(1)(b);

(xi) to the extent Buyer is legally entitled to obtain and furnish the same to Seller, any Tax-related exemption or similar certificates as reasonably requested by Seller as contemplated in Section 15.2; and

(xii) the Memorandum of Rights substantially in the form attached hereto as Exhibit "L", duly executed by each of the Buyer Parties.

Section 6.3 Records.

Seller shall deliver or cause to be delivered to Buyer Parties all Records (for greater certainty, other than Excluded Records) in the possession or under the control of Seller or its Affiliates within sixty (60) days following Closing. Without prejudice to Seller's rights pursuant to Section 16.2, the Buyer Parties acknowledge and agree that Seller and its Affiliates shall be permitted to retain copies of all Records for their internal purposes.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to the Buyer Parties that the statements contained in this Article 7 are true and correct as of the date of this Agreement (except for any such representation and warranty that expressly is made as of a specific date, which representation and warranty shall be true and correct as of such date), subject to such qualifications and exceptions as are set forth in the disclosure letter delivered by Seller to the Buyer Parties concurrently with the execution of this Agreement (the "**Seller Disclosure Letter**") and except as fairly disclosed in information provided in the Data Room or in any forms, reports, schedules, statements and other documents filed by or on behalf of Seller or its Affiliates with applicable Governmental Authorities and which are publicly available as of 11:59 p.m. on June 25, 2026, and provided further that any matter relating to the Excluded Assets or the Excluded Liabilities is expressly excluded from the representations and warranties set forth in this Article 7.

Section 7.1 Organization and Qualification.

(1) Seller is a corporation that: (a) has been duly incorporated and organized and is validly existing and in good standing under the Laws of its jurisdiction of existence; (b) has all requisite corporate power and authority, and all necessary licences, leases, permits, authorizations and other approvals to carry on its business as now conducted and to own or lease, and operate, its properties and assets; and (c) has all required corporate power and authority to enter into this Agreement and to carry out the provisions of this Agreement required to be carried out by it; provided that the failure to be so qualified or in good standing has not had a Seller Material Adverse Effect.

(2) No proceedings have been instituted or are pending for the dissolution or liquidation or winding-up of Seller.

(3) Seller has taken all corporate steps and proceedings necessary to approve the Contemplated Transactions.

(4) Seller has not committed any act of bankruptcy or sought protection from its creditors from any court or pursuant to any legislation, proposed a compromise or arrangement to its creditors generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound up, as the case may be, taken any proceeding to have a receiver appointed for any part of its assets, had any encumbrance or receiver take possession of any of its property, had an execution or distress become enforceable or levied upon any portion of its property or had any petition for a receiving order in bankruptcy or application for a bankruptcy order filed against it, and at the Closing, Seller will not be an insolvent person (as that term is defined in Title 11 of the United States Code or other applicable insolvency Laws).

Section 7.2 Execution and Binding Obligation.

Seller has the corporate power and authority and Seller has taken all necessary corporate action to execute, deliver and perform its obligations under this Agreement and the other Transaction Documents to be executed and delivered by Seller pursuant to this Agreement and the consummation of the Contemplated Transactions. Seller has been duly authorized by all necessary corporate action of Seller, and this Agreement is, and each of the other Transaction Documents will be upon execution and delivery thereof in accordance with the terms hereof and thereof, a valid and binding obligation of Seller enforceable in accordance with its terms, except as the enforceability thereof may be limited by: (a) bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally; (b) general equitable principles; or (c) limitations under applicable Laws in respect of rights of indemnity, contribution and waiver of contribution.

Section 7.3 No Violation.

None of the execution, delivery and performance of this Agreement (including the consummation of the Contemplated Transactions) by Seller will (a) violate any provision of its Constating Documents or (b) contravene, conflict with, or constitute a violation of applicable Law, except for any such contravention, conflict, or violation, that would not have a Seller Material Adverse Effect.

Section 7.4 Consents and Approvals.

No consent, release, approval, order or authorization of, or registration, declaration or filing with any Governmental Authority is required in connection with Seller's execution and delivery of and performance of its undertakings pursuant to this Agreement and the other Transaction Documents, except (a) those required under the San Manuel Permits and/or in connection with the amendment, substitution, cancellation and release of the related BHP Financial Security provided by Seller or, as applicable, Seller's Affiliates, and the transfer or reissuance, as applicable, of the San Manuel Permits (which the Buyer Parties shall be responsible to obtain with Seller's cooperation as provided in Section 10.3(2) and Section 10.5); (b) compliance with any applicable requirements of the Investment Canada Act; (c) those required in connection with the transfer of the Water Rights and Claims; (d) those identified in the Seller Disclosure Letter; and (e) those that the failure to obtain (individually or in the aggregate) would not have a Seller Material Adverse Effect.

Section 7.5 San Manuel Permits.

The San Manuel Permits identified in the Seller Disclosure Letter comprise all of the material Permits under all applicable Laws necessary for the San Manuel Operations as currently conducted by Seller. As of the date hereof, each San Manuel Permit is valid, subsisting and in good standing and Seller is not in material default or breach thereof, and, other than the ASMI Release Application, no proceeding is pending, or to the knowledge of Seller, threatened to revoke or limit any San Manuel Permit.

Section 7.6 Ownership and Transfer of the Transferred Assets.

(1) Transferred Assets. Except for Permitted Encumbrances, Seller will, and will cause its applicable Affiliates to, sell, assign, transfer, and deliver the Transferred Assets to Buyer, free and clear of any Liens, pursuant to and subject to the terms of this Agreement. Other than as set out in Section 7.6(1) of the Seller Disclosure Letter, Seller or its Affiliates owns all right, title and interest in and to all of the Transferred Assets, free and clear of any Liens, adverse claims, options or preferential rights to purchase, except for Permitted Encumbrances. The Transferred Assets constitute all of the real property and other assets owned by the Seller Group in relation to the San Manuel Operations (other than (a) property sold or otherwise disposed of by Seller in the ordinary course of business in accordance with this Agreement,

(b) any tangible personal property located on the San Manuel Lands that, as of the date of this Agreement, (i) has been permanently removed from active use in connection with the San Manuel Operations, (ii) is not reasonably required for, and is not reasonably expected to be returned to, the conduct, maintenance, care or restart of the San Manuel Operations as historically conducted by Seller, and (iii) is not a fixture, structure, building, infrastructure or item otherwise included within the San Manuel Facilities or the San Manuel Equipment; provided that, for greater certainty, items held as spares, standby equipment, replacement inventory, or otherwise capable of being used in connection with the San Manuel Operations or future restart activities shall not fall within this clause (b) solely by reason of current non-use, and (c) the Excluded Assets).

(2) Title to San Manuel Lands. Except as identified in the Seller Disclosure Letter, Seller or its Affiliates owns good title to the San Manuel Patented and Fee Properties and San Manuel Split Estate Property that is described in Section 7.6(2) of the Seller Disclosure Letter for that tract of land, as applicable, the San Manuel Leased Property, the San Manuel Mineral Exploration Permits, the San Manuel Mining Claims and the San Manuel Easements, in each case free and clear as of the Closing Date of all Liens, adverse claims and title defects (other than Permitted Encumbrances).

(3) San Manuel Easements. All easements, rights of way and similar rights in favour of Seller that are material to the San Manuel Lands are identified in the Seller Disclosure Letter (the "**San Manuel Easements**").

Section 7.7 Contracts.

(1) Section 7.7(1) of the Seller Disclosure Letter sets forth a list of all Transferred Contracts that as of the date hereof:

(a) cannot be terminated by Seller on one hundred eighty (180) days' notice or less without Seller incurring liability (whether as penalty or damages) of more than $250,000 as a result of such termination;

(b) would materially restrict the ability of Seller to conduct or compete with any line of business or operations or own any assets, properties or rights;

(c) involve amounts to be paid by Seller in excess of $100,000 on an annual basis; or

(d) provide for any agreement, option, right or privilege, present or future, contingent or absolute, or any right capable of becoming such an agreement, option, right or privilege (whether by law, pre-emptive or contractual) to purchase, materially restrict the activities to be conducted by Seller on, provide for any Royalties in respect of, or impose other similar burdens or restrictions on, any of the San Manuel Patented or Fee Properties that are in excess of 640 acres,

(collectively, the "**Material San Manuel Contracts**").

(2) Each Material San Manuel Contract is a valid and binding agreement of Seller enforceable against Seller in accordance with its terms, and, as of the date hereof, is in full force and effect with respect to Seller and, to Seller's Knowledge, any other party thereto, subject to (a) Laws of general application relating to bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally; (b) general equitable principles; or (c) limitations under applicable Laws in respect of rights of indemnity, contribution and waiver of contribution.

To Seller's Knowledge, Seller is in material compliance with each Material San Manuel Contract.

Section 7.8 Environmental Matters.

(1) Seller has, on or prior to *[redacted – commercially sensitive information]*, delivered to ASMI: (a) a report prepared by an independent mining consultant describing the Reclamation measures performed at the San Manuel Site; and (b) an application for the release of the financial assurance obligations associated with completed Reclamation under the San Manuel Mined Land Reclamation Plans in effect as of the date hereof (the "**ASMI Release Application**").

(2) (a) During the period between January 1, 2019 and the date hereof, Seller has been and is in material compliance with Environmental Laws relating to the San Manuel Operations or Seller's ownership, use, maintenance or operation of the Transferred Assets or any part thereof; (b) during the period between January 1, 2019 and the date hereof, Seller has not received any written notice, demand, letter, claim or request for information and, to Seller's Knowledge, as of the date hereof there is no threatened written notice, demand, letter, claim or request for information, alleging that Seller is in violation of any Environmental Law with respect to the San Manuel Operations or Seller's ownership, use, maintenance or operation of the Transferred Assets; and (c) during the period between January 1, 2019 and the date hereof, Seller has not settled any allegations of non-compliance with Environmental Laws relating to the San Manuel Operations or Seller's ownership, use, maintenance or operation of the Transferred Assets or any part thereof short of prosecution, except, in the case of (a), (b), or (c) where such violations or non-compliance would not have a Seller Material Adverse Effect.

(3) During the period between January 1, 2019 and the date hereof, Seller has not failed to perform any obligation or make payment of any amount required to be performed or paid by Seller under applicable Environmental Laws with respect to Reclamation and/or Remediation in respect of the Transferred Assets or any part thereof (including the San Manuel Lands and/or the San Manuel Facilities), except where such failure would not have a Seller Material Adverse Effect.

(4) During the period between January 1, 2019 and the date hereof, to Seller's Knowledge, Seller Group has received, handled, used, stored, treated, shipped and disposed of all Hazardous Substances at, to or from the San Manuel Lands and/or the San Manuel Facilities (including any offsite disposal of any pollutant, contaminant, waste, chemical, or Hazardous Substance) in compliance in all material respects with all applicable Environmental Laws and, as of the date hereof, Seller has received all Permits required of it under applicable Environmental Laws to conduct the San Manuel Operations as currently conducted by Seller.

(5) Other than as disclosed in Section 7.8(5) of the Seller Disclosure Letter:

(a) as of the date hereof, to Seller's Knowledge, (i) there are no outstanding or unfulfilled orders, rulings or directions from any Governmental Authority relating to environmental matters and requiring any material work, repairs, construction or capital expenditures to be made with respect to any Transferred Assets; and (ii) Seller has not received notice of any of the same which have as of the date hereof not been addressed;

(b) during the period between January 1, 2019 and the date hereof, Seller has not received any notice from any Governmental Authority notifying Seller that it is responsible for a federal, provincial, state, municipal or local clean-up site or corrective action with respect to any Transferred Assets under any Environmental Laws which action or clean-up is unremedied as of the date hereof; and

(c) during the period between January 1, 2019 and the date hereof, Seller has not received any request for information with respect to any Transferred Assets in connection with any federal, state, municipal or local inquiries as to disposal sites which requests remain unfulfilled as of the date hereof.

(6) Seller's representations and warranties in this Section 7.8 are Seller's sole and exclusive representations regarding Environmental Laws.

Section 7.9 Litigation.

(1) As of the date hereof, there is no action, suit, proceeding, litigation or investigation pending, or to Seller's Knowledge, threatened in writing, against Seller with respect to the Transferred Assets or the San Manuel Operations that would, individually or aggregated with a series of claims arising out of the same set of facts and circumstances, result in a Seller Material Adverse Effect (disregarding, for purposes of this Section 7.9(1), matters relating to or arising under Environmental Laws).

(2) Except as would not have a Seller Material Adverse Effect, none of Seller or its directors or officers, in each case as related directly to the Transferred Assets or the San Manuel Operations, is as of the date hereof subject to any continuing order, consent decree, settlement agreement or other similar written agreement with, or, to Seller's Knowledge, continuing investigation by, any Governmental Authority, or any order, writ, judgment, injunction, decree, determination or award of any court, arbitrator or Governmental Authority (disregarding, for purposes of this Section 7.9(2), matters relating to or arising under Environmental Laws).

Section 7.10 Absence of Notices, Orders and Claims Relating to Assumed Liabilities

Except as would not have a Seller Material Adverse Effect, to Seller's Knowledge as of the date hereof there is no outstanding or threatened (in writing):

(a) notice of violation, warning letter, order, directive or request for information from any Governmental Authority, or

(b) claim, demand, proceeding or investigation by any Person,

in each case, that relates to or would reasonably be expected to give rise to any Assumed Liability (disregarding, for purposes of this Section 7.10, matters relating to or arising under Environmental Laws).

Section 7.11 Compliance with Laws.

As of the date hereof, Seller is currently in compliance in all material respects with all applicable Laws (disregarding, for purposes of this Section 7.11, matters relating to or arising under Environmental Laws), in connection with its use and ownership of the Transferred Assets and the San Manuel Site, and during the period between January 1, 2023 and the date hereof, no fines, penalties or claims have been assessed, filed or commenced or, to Seller's Knowledge, threatened in writing against Seller in respect of the Transferred Assets or the San Manuel Operations alleging any failure to so comply; except where such failure to comply would not result in a Seller Material Adverse Effect.

Section 7.12 Reports and Studies

To Seller's Knowledge, Seller has provided or made available to the Buyer Parties true and complete, and in certain cases, redacted, copies of all reports (internal or external, monitoring or otherwise), studies, written investigations, risk assessments and engineering reports prepared during the period between July 2, 2016 and the date hereof, in each case that are in the possession or control of and reasonably available to Seller or any of its Affiliates, relating to the Tailings Facilities (including their design, construction, operation, performance, draindown, monitoring, stability, safety, maintenance, closure and environmental (including groundwater quality) impact) but excluding internal reports and assessments, including reports and assessments prepared for management and/or boards of entities within the BHP Group, that are based on and not inconsistent with the reports and assessments that have been provided to or made available to the Buyer Parties.

Section 7.13 Financial Security.

Section 7.13 of the Seller Disclosure Letter accurately identifies all BHP Financial Security currently provided by Seller or any of its Affiliates in respect of the San Manuel Site or any part thereof to a Governmental Authority as of the date hereof.

Section 7.14 Non Arm's Length Transactions

Except for Transferred Contracts set forth in the Seller Disclosure Letter, there are no Transferred Contracts currently in effect between Seller or any of its Affiliates, on the one hand, and any Affiliate of Seller or any other Person not dealing at arm's length with Seller, on the other hand, that relate primarily to the Transferred Assets, the San Manuel Operations or the Assumed Liabilities and that are material to the Transferred Assets or the San Manuel Operations.

Section 7.15 Taxes.

(1) Solely with respect to any material Taxes that, if not paid, would reasonably be expected to result in a Lien (other than Permitted Encumbrances) upon any of the Transferred Assets, (a) Seller has or will have prior to the Closing Date timely filed (taking into account any extension of time within which to file) with the appropriate Tax Authorities all Tax Returns required to be filed with respect to the Transferred Assets on or prior to the Closing Date, (b) Seller has paid prior to the Closing Date or will pay on a timely basis all Taxes that such Tax Returns (without taking into account any extension of time within which to file) show as owing, and (c) to Seller's Knowledge, the information provided on such Tax Returns was or will be, at the time of filing, true and correct in all material respects.

(2) There is no Lien for a material amount of Taxes on any Transferred Asset other than Permitted Encumbrances.

Section 7.16 Nature of Investment.

(1) Seller (or its Designated Affiliate) is acquiring the Consideration Shares for investment purposes only and not with a view toward resale or distribution thereof in violation of applicable securities Laws. Seller acknowledges that it (or its Designated Affiliate) can bear the economic risk of its investment in the Consideration Shares and has such knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of an investment in the Consideration Shares. Seller fully understands that the Consideration Shares are a speculative investment which involves a high degree of risk of loss of Seller's entire investment. Seller understands that none of the Consideration Shares will have been registered pursuant to the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**")

or any applicable state securities Laws, that the Consideration Shares will be characterized as "restricted securities" under the U.S. Securities Act, and that the Consideration Shares may not be sold or otherwise disposed of without registration under the U.S. Securities Act or an exemption therefrom. Seller has had an opportunity to ask questions of and receive answers from the management and authorized representatives of Faraday, and to review any other relevant documents and records concerning the business of Faraday, including all of Faraday's current filings with the TSX, and the terms and conditions of this investment, and that any such questions have been answered to Seller's full satisfaction. Seller understands that no Governmental Authority has passed upon or made any recommendation or endorsement of an investment in the Consideration Shares.

(2) Seller (and its Designated Affiliate, if any) is an organization described in Section 501(c)(3) of the Code, a corporation, a Massachusetts or similar business trust, a partnership, or a limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US$5,000,000.

(3) Seller acknowledges that the certificate(s) or DRS statement(s) representing the Consideration Shares will bear such legends as required by applicable securities Laws.

Section 7.17 Investment Canada Act

Seller is a trade agreement investor and not a state-owned enterprise within the meaning of the Investment Canada Act.

Section 7.18 Disclaimer.

(1) This Agreement has been the result of arm's-length negotiation between Seller and the Buyer Parties and the Buyer Parties have been given the opportunity to examine, inspect and investigate the Transferred Assets, the Assumed Liabilities and all material aspects of the San Manuel Operations. The Buyer Parties acknowledge and agree that: (a) except for Seller's representations, warranties, covenants and other obligations made in this Agreement, Buyer is purchasing the Transferred Assets in their "AS IS" and "WHERE IS" condition, with all faults; (b) Buyer will purchase the Transferred Assets and Buyer will assume the Assumed Liabilities based upon the examinations, inspections and investigations conducted by the Buyer Parties (or on the Buyer Parties' behalf) and not in reliance on any other statements, representations, covenants, inducements or agreements of Seller or any other Person about the Transferred Assets or Assumed Liabilities, other than the representations and warranties of Seller set forth in this Article 7; (c) neither Seller nor any other Person (other than the Buyer Parties) shall have any responsibility, Liability or obligation to the Buyer Parties in regards to the Transferred Assets or the Assumed Liabilities subsequent to Closing; (d) without limiting the foregoing, except for the representations and warranties contained in this Article 7, neither Seller nor any other Person makes any express or implied representation or warranty to the Buyer Parties, including (i) except as specifically set forth in this Article 7, any warranty or representation, express or implied, or arising by operation of Law, including any warranty of condition, habitability, merchantability, suitability or fitness for a particular use or purpose, in respect of any of the Transferred Assets, and the Buyer will accept the Transferred Assets in their condition and state of repair as of Closing, (ii) except as specifically set forth in Section 7.8, Section 7.9, Section 7.10 and Section 7.11, any warranty or representation, express or implied, or arising by operation of Law, regarding matters pertaining to Assumed Liabilities (including Environmental/Closure Liabilities) or Environmental Laws and (iii) neither Seller nor any other Person makes any warranty or representation, express or implied, or arising by operation of Law, relating to any studies with respect to restarting mining or other matters concerning the San Manuel Site or any forecast or projection in any information or document;

and (e) it is expressly agreed and acknowledged that Seller does not represent or warrant as to the sufficiency or adequacy of the amount of any BHP Financial Security with respect to Environmental/Closure Liabilities (or as to the amount of such Environmental/Closure Liabilities) and that the Buyer Parties have been provided sufficient access to the San Manuel Lands and Records to enable the Buyer Parties to independently evaluate the Environmental/Closure Liabilities.

(2) Notwithstanding anything in this Agreement (including Section 7.1 through Section 7.17) to the contrary, the Parties agree that neither Seller nor any other Person makes any express or implied representation or warranty whatsoever to the Buyer Parties or any other Person regarding the Water Rights and Claims, including the validity or legality of the Water Rights and Claims, the legality of Seller or any other Person's use of the Water Rights and Claims, and/or the rights to the water withdrawn from wells currently located or later installed on the San Manuel Lands and/or from dewatering of the legacy San Manuel and Kalamazoo mines on the San Manuel Lands, the quality, suitability, quantity, source, ownership or other characteristics of the water pertaining to the Water Rights and Claims or withdrawn from wells currently located or later installed on the San Manuel Lands or from dewatering of the legacy San Manuel and Kalamazoo mines on the San Manuel Lands, whether any of the well registrations identified as Water Rights and Claims in Section 1.1(k) of the Seller Disclosure Letter corresponds to an operable or physically existing well owned by Seller and located on the San Manuel Lands or elsewhere, or the fitness of any of the foregoing for any particular purpose, and that Buyer is purchasing the Water Rights and Claims in their "AS IS" and "WHERE IS" condition, with all faults.

(3) From Closing all such Assumed Liabilities will be retained, assumed and solely borne by Buyer, and no Buyer Indemnified Party shall be entitled to indemnification from Seller in respect of the Assumed Liabilities (including Environmental/Closure Liabilities), including if the costs of such Assumed Liabilities exceed the Buyer Parties' estimate of such costs.

(4) Subject to Section 19.9, the Buyer Parties will not acquire rights under any insurance policies taken out by Seller or any other Person with respect to the Transferred Assets or the San Manuel Operations, and the Buyer Parties acknowledge and agree that Seller and each other relevant Person will discontinue coverage under policies with respect to occurrences or conditions related to the Transferred Assets and/or the San Manuel Operations from Closing.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES OF BUYER PARTIES

Each of the Buyer Parties, jointly and severally, hereby represents and warrants to Seller that the statements contained in this Article 8 are true and correct as of the date of this Agreement and as of Closing (except for any such representation and warranty that expressly is made as of a specific date, which representation and warranty shall be true and correct as of such date), subject to such qualifications or exceptions as set forth in the disclosure letter delivered by the Buyer Parties to Seller concurrently with the execution of this Agreement (the "**Buyer Parties Disclosure Letter**") and except as fairly disclosed in information provided in the Data Room or in any forms, reports, schedules, statements and other documents filed by or on behalf of the Buyer Parties and their Subsidiaries with applicable Governmental Authorities (including the Faraday Disclosure Record) and which are publicly available as of 11:59 p.m. on June 25, 2026 the date that is one Business Days prior to the date hereof (excluding any disclosures set forth in any section of a document in the Faraday Disclosure Record entitled "Risk Factors", "Cautionary Statement", "Forward-Looking Information" or similarly titled section or any other disclosures included in such documents to the extent that they are cautionary, predictive or forward-looking rather than historical facts).

Section 8.1 Organization and Qualification.

(1) The Buyer Parties are corporations that: (a) have been duly incorporated and organized and are validly existing and in good standing under the Laws of their jurisdiction of existence; (b) have all requisite corporate power and authority, and all necessary licences (including, without limitation, Arizona transaction privilege tax licences), leases, permits, authorizations and other approvals to carry on their business as now conducted and to own or lease, and operate, their properties and assets; and (c) have all required corporate power and authority to enter into this Agreement and to carry out the provisions of this Agreement required to be carried out by them; provided that the failure to be so qualified or in good standing have not had a Faraday Material Adverse Effect.

(2) No proceedings have been instituted or are pending for the dissolution or liquidation or winding-up of the Buyer Parties.

(3) The Buyer Parties' respective Subsidiaries are as set out in Section 8.1(3) of the Buyer Parties Disclosure Letter. Each of the Buyer Parties' respective Subsidiaries are wholly-owned Subsidiaries of Faraday (directly or indirectly). All of the issued and outstanding shares of the Buyer Parties' Subsidiaries have been duly authorized and validly issued and are outstanding as fully paid and non-assessable shares, are legally and beneficially owned by the Buyer Parties, as applicable, free and clear of all Liens, and no Person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option (whether at law, pre-emptive or contractual), for the purchase from the Buyer Parties or the issue or allotment of any unissued shares in the capital of any Affiliate or any other security convertible into or exchangeable for any such shares. The Buyer Parties do not have any Affiliates other than the Subsidiaries set out in Section 8.1(3) of the Buyer Parties Disclosure Letter.

(4) The Buyer Parties are responsible for directing and directly overseeing the operations and development of their business and the operations, exploration and development of the properties in which the Buyer Parties have a direct or indirect ownership, Royalty or other interest.

(5) The minute books and corporate records of the Buyer Parties, their respective Subsidiaries and any predecessor corporations, if applicable, contain copies of all the constating documents and all material proceedings of securityholders and directors (and committees thereof) (or drafts pending the approval thereof) and are complete in all material respects.

(6) Subject to obtaining the approval of the Approval Resolution, the Buyer Parties have taken all corporate steps and proceedings necessary to approve the Contemplated Transactions.

(7) The Buyer Parties have not committed any act of bankruptcy or sought protection from their creditors from any court or pursuant to any legislation, proposed a compromise or arrangement to their creditors generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have themselves declared bankrupt or wound up, as the case may be, taken any proceeding to have a receiver appointed for any part of their assets, had any encumbrance or receiver take possession of any of their property, had an execution or distress become enforceable or levied upon any portion of their property or had any petition for a receiving order in bankruptcy or application for a bankruptcy order filed against them, and at the Closing, the Buyer Parties will not be an insolvent person (as that term is defined in Title 11 of the United States Code or other applicable insolvency Laws).

Section 8.2 Capitalization.

(1) The authorized capital of Faraday consists of an unlimited number of Faraday Shares without par value. 292,698,575 Faraday Shares are issued and outstanding as fully paid and non-assessable shares, and 5,875,000 Faraday Warrants, 1,439,000 Faraday stock options pursuant to the Faraday LTIP, and 6,958,866 Faraday restricted share units pursuant to the Faraday LTIP were issued and outstanding, and an aggregate of 14,272,866 Faraday Shares are issuable pursuant to the terms of such Faraday Convertible Securities.

(2) No Person has any agreement, option, right or privilege, present or future, contingent or absolute, or any right capable of becoming such an agreement, option, right or privilege (whether by law, pre-emptive or contractual) for (a) the purchase, subscription, issuance or allotment for issuance of any unissued shares of Faraday or any other security convertible into or exchangeable for Faraday Shares; or (b) the repurchase or redemption by or on behalf of Faraday of any issued and outstanding securities of the Buyer Parties, other than in respect of 5,875,000 Faraday Warrants, 1,439,000 Faraday stock options pursuant to the Faraday LTIP, and 6,958,866 Faraday restricted share units pursuant to the Faraday LTIP.

(3) Other than the Constating Documents of Faraday (to the extent that they would constitute a Contract): (a) Faraday is not party to any unanimous shareholder agreement, voting agreement, investor rights agreement or similar Contract with any Faraday securityholder; and (b) to the knowledge of the Buyer Parties, no unanimous shareholder agreement, voting agreement, investor rights agreement or Contract exists among any Faraday securityholders in respect of Faraday.

(4) There is not, in the Constating Documents, or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which Faraday is a party, any restriction upon or impediment to, the declaration or payment of dividends by the Faraday Board or the payment of cash dividends by the Buyer Parties or their Affiliates to the holders of the Faraday Shares.

(5) Faraday is not a party to any agreement, nor is Faraday aware of any agreement, which in any manner affects the voting control of any of the securities of Faraday.

Section 8.3 Valid Issuance.

(1) The Consideration Shares will be, when delivered to Seller (or its Designated Affiliate) in accordance with this Agreement, duly authorized and validly issued as fully paid and non-assessable Faraday Shares, and the Consideration Shares will not be (a) subject to or issued in violation of any pre-emptive rights, rights of first refusal, or other similar rights of any Person or (b) subject to any Liens or restrictions. The Consideration Shares will be issued and delivered in accordance with applicable Laws, including applicable securities Laws. Faraday has, and will have during the Interim Period, a sufficient number of Faraday Shares that are authorized, unissued and not reserved for any other purpose to issue the Consideration Shares in accordance with this Agreement.

(2) For a period beginning thirty-days prior to the date of this Agreement and ending thirty-days after the Closing Date, none of Faraday, its affiliates or any person acting on any of their behalf has sold, offered for sale or solicited any offer to buy, or will sell, offer for sale or solicit any offer to buy, any of Faraday Shares in a manner that would be integrated with the offer and sale of the Consideration Shares and would cause the exemption from registration set forth in Rule 506(b) of Regulation D under the U.S. Securities Act to become unavailable with respect to the offer and sale of the Consideration Shares.

Section 8.4 Regulatory Matters.

(1) There are no regulatory investigations commenced, pending or, to the Buyer Parties' knowledge, threatened against any of the Buyer Parties' officers or directors and none of the officers or directors of the Buyer Parties are now or have ever been, subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange.

(2) The Buyer Parties have, or will have prior to Closing, complied in all material respects with all relevant statutory and regulatory requirements required to be complied with by them in connection with the Contemplated Transactions prior to Closing and all consents, approvals, permits, authorizations or filings as may be required under applicable Laws necessary for the execution and delivery of this Agreement and the consummation of the Contemplated Transactions have been made or obtained, as applicable, other than the approval of the Approval Resolution and filings not yet required to be submitted within the prescribed time period stipulated by applicable Laws and except to the extent that the announcement of the Contemplated Transactions constitutes a material change.

(3) The Buyer Parties and their respective Subsidiaries maintain a good working relationship with the Governmental Authorities in the local, state and federal jurisdictions in which the Copper Creek Project is located, or in which such parties otherwise carry on their business or operations. All such government relationships are intact and mutually cooperative and, to the knowledge of the Buyer Parties, there exists no condition or state of fact or circumstances in respect thereof, that would prevent the Buyer Parties or any of their respective Subsidiaries from conducting their business and all activities in connection with the Copper Creek Project as currently conducted or proposed to be conducted and there exists no actual or, to the knowledge of the Buyer Parties, threatened termination, limitation, modification or material change in the working relationship with any of the Governmental Authorities.

Section 8.5 Environmental Matters.

(1) Each of the Buyer Parties and their respective Subsidiaries have been and is in material compliance with all, and has not received any notice of, or been prosecuted for an offence alleging non-compliance with any Environmental Laws, relating to the protection of the environment, occupational health and safety or the processing, use, treatment, storage, disposal, discharge, transport or handling of any Hazardous Substances, except where such non-compliance or prosecution could not reasonably be expected to have a Faraday Material Adverse Effect.

(2) The Buyer Parties have all material Permits (collectively the "**Faraday Required Permits**") under all applicable Laws necessary for the operation of the businesses currently carried on by the Buyer Parties and any of their Affiliates and each Faraday Required Permit is valid, subsisting and in good standing and the holders of the Faraday Required Permits are not in material default or breach thereof, and no proceeding is pending, or to the knowledge of the Buyer Parties, threatened to revoke or limit any Faraday Required Permit.

(3) During the period between January 1, 2023 and the date hereof, to the knowledge of the Buyer Parties, each of Buyer, Faraday and each of their Affiliates has received, handled, used, stored, treated, shipped and disposed of all Hazardous Substances in compliance in all material respects with all applicable Environmental Laws and, as of the date hereof, has received all Permits required of them under applicable Environmental Laws to conduct their respective businesses.

(4) During the period between January 1, 2023 and the date hereof, (a) neither of the Buyer Parties nor any of their respective Subsidiaries has received any notice of, or been prosecuted for an offence alleging, noncompliance with any Environmental Laws or relating to the ownership, use, maintenance or operation of the Copper Creek Project or assets of the Buyer Parties or their respective Subsidiaries, and (b) neither of the Buyer Parties nor any of their respective Subsidiaries has settled any allegation of non-compliance short of prosecution, except, in the case of (a) or (b), where such violations or non-compliance would not have a Faraday Material Adverse Effect.

(5) As of the date hereof, to the knowledge of the Buyer Parties, there are no outstanding or unfulfilled orders, rulings or directions from any Governmental Authorities relating to environmental matters and requiring any material work, repairs, construction or capital expenditures to be made with respect to any Faraday Mineral Properties or assets of the Buyer Parties or any of their respective Subsidiaries, nor have the Buyer Parties or any of their respective Subsidiaries received notice of any of the same.

(6) During the period between January 1, 2023 and the date hereof, (a) neither the Buyer Parties nor any of their respective Subsidiaries has received any notice from any Governmental Authority notifying Seller that it is responsible for a federal, provincial, state, municipal or local clean-up site or corrective action under any Environmental Laws; and (b) neither the Buyer Parties nor any of their respective Subsidiaries has received any request for information in connection with any federal, state, municipal or local inquiries as to disposal sites.

(7) To the knowledge of the Buyer Parties, there are no environmental audits, evaluations, assessments, studies or tests relating to the Buyer Parties, except for ongoing assessments conducted by or on behalf of the Buyer Parties or any of their respective Subsidiaries in the ordinary course.

Section 8.6 Material Contracts.

(1) Neither the Buyer Parties nor any of their respective Subsidiaries is a party to or bound or affected by any Contract containing any covenant which expressly limits the freedom of the Buyer Parties or any of their respective Subsidiaries to compete in any line of business, to transfer or move any of their assets or operations or which materially or adversely affects the business practices, operations or condition of the Buyer Parties or any of their respective Subsidiaries.

(2) Other than as set out in the Buyer Parties Disclosure Letter, neither the Buyer Parties nor any of their respective Subsidiaries owns or has any agreements of any nature to acquire, directly or indirectly, any securities, or other equity or proprietary interest in, any Person and neither the Buyer Parties nor any of their Affiliates has any agreements to acquire or lease any other business operations.

(3) Neither the Buyer Parties nor any of their respective Subsidiaries: (a) is a party to any Debt Instrument or any agreement, contract or commitment to create, assume or issue any Debt Instrument other than in the ordinary course of business; or (b) has guaranteed or otherwise given security for, or agreed to guarantee or give security for, any Liability of any other Person.

(4) All of the Contracts required to have been disclosed by Faraday pursuant to applicable securities Laws have been disclosed in the Faraday Disclosure Record.

(5) Each of the Material Faraday Contracts is valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof. The Buyer Parties and their

Affiliates have performed all material obligations (including payment obligations) in a timely manner under, and are in compliance with all material terms and conditions contained in, each Material Faraday Contract and the Buyer Parties and their respective Subsidiaries are not in violation, breach or default, in any material respect, nor has it received any notification from any party claiming that the Buyer Parties or any of their respective Subsidiaries is in violation, breach or default, in any material respect, under any Material Faraday Contract and no other Person, to the knowledge of the Buyer Parties, is in breach, violation or default, in any material respect, of any term under any Material Faraday Contract.

(6) Neither the Buyer Parties, nor, to the knowledge of the Buyer Parties, any other Person, is in default in the observance or performance of any material term or material obligation to be performed by any of them under any Material Faraday Contract and no event has occurred which with notice or lapse of time or both would constitute such a default, in any such case which default or event would have a Faraday Material Adverse Effect.

(7) Other than the Buyer Parties, there is no Person that is or will be entitled, directly or indirectly, to any of the Transferred Assets (or any part thereof) under the terms of any Contract to which the Buyer Parties or any of their respective Subsidiaries are party.

Section 8.7 Toronto Stock Exchange Listing and Reporting Issuer Status.

(1) The issued and outstanding Faraday Shares are listed and posted for trading on the Stock Exchanges and no order ceasing or suspending trading in any securities of Faraday or the trading of any of Faraday’s issued securities has been issued and no proceedings for such purpose are pending, or to the knowledge of the Buyer Parties, threatened.

(2) Faraday has not taken any action which would be reasonably expected to result in the delisting or suspension of Faraday Shares on or from the Stock Exchanges and Faraday is currently in compliance with the rules and policies of the Stock Exchanges in all material respects.

(3) Faraday is as of the date hereof, and will at the Closing be, a “reporting issuer” (or its equivalent), not in default of any requirement of applicable Canadian securities Laws in any material respects, in the Reporting Jurisdictions, and, since January 1, 2023, Faraday has made timely disclosure of all material changes relating to it and no such disclosure has been made on a confidential basis and there is no material change relating to the Buyer Parties and any of their Affiliates on a consolidated basis which has occurred with respect to which the requisite material change report have not been filed, and no such disclosure having being made on a confidential basis that remains confidential. For greater certainty, since January 1, 2023, the Buyer Parties have filed all periodic and timely disclosure documents that it is required to have filed under each of the following: (a) applicable Canadian securities Laws; (b) orders issued by the Securities Commissions or any other securities regulatory authority; or (c) an undertaking to the Securities Commissions or any other securities regulatory authority.

(4) No order, ruling or decision granted by a Securities Commission or any other Governmental Authority having jurisdiction is in effect, pending or (to the best of the knowledge of the Buyer Parties) threatened that restricts any trades in any securities of Faraday as of the date hereof including any cease trade orders.

Section 8.8 Execution and Binding Obligation.

The Buyer Parties have the corporate power and authority and the Buyer Parties have taken all necessary corporate action to execute, deliver and perform their obligations under this Agreement and the other Transaction Documents to be executed and delivered by the Buyer Parties pursuant to this

Agreement and the consummation of the Contemplated Transactions, subject to, solely in respect of Faraday, the approval of the Approval Resolution by the Faraday Required Approval. The Buyer Parties have been duly authorized by all necessary corporate action of the Buyer Parties, and this Agreement is, and each of the other Transaction Documents will be upon execution and delivery thereof in accordance with the terms hereof and thereof, a valid and binding obligation of the Buyer Parties enforceable in accordance with its terms, except as the enforceability thereof may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally; (b) general equitable principles; or (c) limitations under applicable Laws in respect of rights of indemnity, contribution and waiver of contribution.

Section 8.9 No Violation.

None of the execution, delivery and performance of this Agreement (including the consummation of the Contemplated Transactions) by a Buyer Party will (a) violate any provision of its Constating Documents or (b) contravene, conflict with, or constitute a violation of applicable Law except for any such contravention, conflict, or violation, that would not have a Faraday Material Adverse Effect.

Section 8.10 Compliance with Laws.

(1) The Buyer Parties and each Affiliate is, in all material respects, conducting their business in compliance with all applicable Laws, rules and regulations of each jurisdiction in which their business is carried on and is duly licensed, registered or qualified in all jurisdictions in which it owns, leases or operates their property or carries on business to enable their business to be carried on as now conducted and their property and assets to be owned, leased and operated and all such licences, registrations and qualifications are and will at the Closing be valid, subsisting and in good standing, except in respect of matters which do not and will not result in any adverse change to the Buyer Parties or any of their respective Subsidiaries and except where the failure to be so qualified or the absence of any such licence, registration or qualification does not and will not have a Faraday Material Adverse Effect.

(2) The Buyer Parties are not in default or in breach in any material respect of, and each of the execution and delivery of this Agreement or the other Transaction Documents, the performance by the Buyer Parties and compliance with the terms of this Agreement and the consummation of the Contemplated Transactions by the Buyer Parties will not result in any material breach or violation of, or be in conflict with or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any material term or provision of the constating documents, articles or resolutions of the Buyer Parties or any Material Faraday Contract to which the Buyer Parties or an Affiliate is a party or by which any of them is bound or any judgment, decree, order, statute, rule or regulation applicable to any of them, including applicable securities Laws, except as would not have a Faraday Material Adverse Effect.

(3) Faraday is in compliance in all material respects with its continuous and timely disclosure obligations under applicable securities Laws and the information and statements in the Faraday Disclosure Record were true and correct as of the respective dates of such information and statements and at time such documents were filed with the applicable securities regulators and on SEDAR+ and do not contain any misrepresentation.

(4) With respect to forward-looking information contained in the Faraday Disclosure Record: (a) Faraday had a reasonable basis for the forward-looking information at the time the disclosure was made; (b) forward-looking information is identified as such, and all such documents caution users of forward-looking information that actual results may vary from the forward-looking information, identify material risk factors that could cause actual results to differ

materially from the forward- looking information, and state the material factors or assumptions used to develop the forward-looking information; (c) the future-oriented financial information or financial outlook contained therein is limited to a period for which the information can be reasonably estimated; and (d) Faraday has updated such forward-looking information as required by and in compliance with applicable securities Laws.

(5) To the knowledge of the Buyer Parties, all previous corporate transactions completed by the Buyer Parties or any of their Affiliates, including the acquisition of any securities, business or assets of any other entity, have been, if required, disclosed in the Faraday Disclosure Record, as applicable, were completed in material compliance with all applicable corporate Laws and applicable securities Laws and all necessary corporate and regulatory approvals, consents, authorizations, registrations and filings required in connection therewith were obtained and complied with, and the due diligence review conducted by Faraday at the time of such previous corporate transactions being completed, as may have been determined appropriate by management of Faraday, including financial, legal and title due diligence and background reviews, did not result in the discovery of any fact or circumstance which may reasonably be expected to have a Faraday Material Adverse Effect.

(6) To the knowledge of the Buyer Parties, all mineral exploration activities on the properties of the Buyer Parties have been conducted in all material respects in accordance with Good Mining Practice and all applicable Laws have been duly complied with except where the failure to so conduct operations could not reasonably be expected to have a Faraday Material Adverse Effect.

Section 8.11 Consents and Approvals.

No consent, release, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required in connection with either the Buyer Parties' execution, delivery and performance of their undertakings pursuant to this Agreement, except (a) those required under the San Manuel Permits and/or in connection with the amendment, substitution, cancellation and release of the related BHP Financial Security provided by Seller or, as applicable, Seller's Affiliates, and the transfer or reissuance, as applicable, of the San Manuel Permits (which the Buyer Parties shall be responsible to obtain as provided in Section 10.3(2) and Section 10.5); (b) compliance with any applicable requirements of the Investment Canada Act; (c) those identified in the Buyer Parties Disclosure Letter (which the Buyer Parties shall be responsible to obtain as provided in Section 10.3(2)); (d) the TSX Approval (which the Buyer Parties shall be responsible to obtain as provided in Section 10.3(2) and Section 10.4); or (e) those that the failure to obtain (individually or in the aggregate) would not have a Faraday Material Adverse Effect.

Section 8.12 Permits.

Except as set forth in the Seller Disclosure Letter, all Faraday Required Permits that are material to the Copper Creek Project or the Buyer Parties' and their respective Subsidiaries' conduct of business are in full force and effect in accordance with their respective terms. All Faraday Required Permits that are material to the Copper Creek Project or the Buyer Parties' and their respective Subsidiaries' conduct of business are identified in the Buyer Parties Disclosure Letter.

Section 8.13 Absence of Changes.

(1) Since December 31, 2025, except as disclosed in the Faraday Disclosure Record as of the date hereof, there has not been: (a) any material change in the assets, liabilities or obligations (absolute, accrued, contingent or otherwise), business, business prospects, condition (financial or otherwise) or results of operations of the Buyer Parties, other than: (i) the growth

and expansion of the business of the Buyer Parties, and (ii) those changes occurring in the ordinary course of business, none of which is (either singly or taken together) materially adverse to the Buyer Parties; (b) except as contemplated in this Agreement, any material change in the share capital or long-term debt of the Buyer Parties; (c) any adverse material change to the Buyer Parties; (d) any declaration, setting aside or payment of any dividend or other distribution with respect to any shares in the capital of the Buyer Parties or any direct or indirect redemption, purchase or other acquisition of any shares; or (e) any change in accounting or material Tax practices of Faraday.

(2) Except as disclosed in the Faraday Disclosure Record, the Buyer Parties are not subject to any materially adverse liabilities or obligations, direct or indirect, accrued, absolute, contingent or otherwise and, to the knowledge of the Buyer Parties, without limiting the generality of any representation or warranty given in this Agreement or any of the other Transaction Documents, there are currently no facts or circumstances existing which might reasonably serve as the basis for, or give rise to, any material adverse liabilities or obligations on the part of the Buyer Parties.

Section 8.14 Financial Statements.

The financial statements of Faraday filed prior to the date hereof have been prepared in accordance with IFRS, in each case, consistently applied, contain no misrepresentations and are true and correct in all material respects, accurately, fairly and fully reflect the financial position of Faraday as of the respective dates of the statements thereof. No material changes in the financial position of Faraday or any of its Subsidiaries have taken place since December 31, 2025 save in the ordinary course of business or as otherwise disclosed in the Faraday Disclosure Record as of the date hereof.

Section 8.15 Accounting.

(1) There has been no change in accounting policies or practices of Faraday or any of its Subsidiaries since December 31, 2025.

(2) The auditors who audited the financial statements of Faraday for the years ended December 31, 2025 and 2024 and delivered their report with respect thereto are, to the best of Faraday's knowledge, information and belief, independent public accountants as required by the applicable securities Laws and which meet the criteria of Part II of National Instrument 52-108 – *Auditor Oversight*.

(3) Since January 1, 2022, there has not been any "reportable event" (as defined in Section 4.11(1) of National Instrument 51-102 – *Continuous Disclosure Obligations*) with the present or former auditors (if any) of Faraday.

Section 8.16 Purchases and Dispositions.

Since December 31, 2025, other than in respect of the Contemplated Transactions, neither the Buyer Parties nor any of their respective Subsidiaries has approved or has entered into any agreement in respect of, and does not have any knowledge of: (a) other than as disclosed in Section 8.16 of the Buyer Parties Disclosure Letter, the purchase of any material property or any interest therein, or the sale, transfer or other disposition of any material property or any interest therein currently owned, directly or indirectly, by the Buyer Parties or any of their respective Subsidiaries whether by asset sale, transfer of shares, or otherwise; (b) the change of control (by sale or transfer of Faraday Shares or sale of all or substantially all of the assets of Buyer or otherwise) of the Buyer Parties or any of their respective Subsidiaries; or (c) a proposed or planned disposition of Faraday Shares by any shareholder who owns, directly or indirectly, ten percent (10%) or more of the outstanding Faraday Shares.

Section 8.17 Internal Controls.

Faraday maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (a) transactions are executed in accordance with management's general or specific authorizations; (b) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain asset accountability; (c) access to monies and investments is permitted only in accordance with management's general or specific authorization; and (d) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Since December 31, 2025 Faraday has not become aware of any material weakness in Faraday's internal control over financial reporting (whether or not remediated) or change in Faraday's internal control over financial reporting that has materially affected or is reasonably likely to materially affect Faraday's internal control over financial reporting.

Section 8.18 Litigation.

(1) There are no judgments against the Buyer Parties or any of their respective Subsidiaries that are unsatisfied, nor are there any consent decrees or injunctions to which the Buyer Parties or any of their respective Subsidiaries is subject.

(2) There are no material actions, suits, judgments, proceedings or investigations of any kind whatsoever that have commenced or, to the best knowledge of the Buyer Parties, that have been threatened or are pending against the Buyer Parties or any of their respective Subsidiaries or any of their assets or the Copper Creek Project at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any federal, provincial, state, municipal or other governmental department, commission, board or agency, domestic or foreign.

Section 8.19 Title.

(1) Except as identified in the Buyer Parties Disclosure Letter, the Buyer Parties or an Affiliate thereof owns good title to the lands, leased property, mineral exploration permits, mining claims and easements, rights of way and similar rights in favour of Buyer Parties or an Affiliate thereof which comprise the Copper Creek Project.

(2) The Buyer Parties or an Affiliate thereof, as applicable, is the owner of all of the properties, assets and interests which comprise the Copper Creek Project, and other assets used by them in connection with their businesses, in each case with good and marketable title thereto, free and clear of any Liens whatsoever, and of any rights or privileges capable of becoming encumbrances, and no other mineral properties or material assets are necessary to be acquired by the Buyer Parties or any of their respective Subsidiaries for the conduct of their business or operations at the Copper Creek Project, and: (a) the Buyer Parties know of no claim or basis for any claim that would reasonably be expected to materially adversely affect the right of Buyer to use, transfer or otherwise exploit such property rights; and (b) the Buyer Parties have no responsibility or obligation to pay any commission, Royalty, licence fee or similar payment to any person with respect to the Copper Creek Project.

(3) The Buyer Parties control or have legal rights to, through mining tenements of various types and descriptions, all of the rights, titles and interests materially necessary or appropriate to authorize and enable it to carry on the material mineral exploration as currently being

undertaken by it and the Buyer Parties are not in material default of such rights, titles and interests.

(4) To the knowledge of the Buyer Parties, all assessments or other work required to be performed in relation to the material mineral dispositions of the Buyer Parties, in order to maintain their and their interests therein, if any, have been performed to date and Buyer has complied in all material respects with all applicable governmental Laws, regulations and policies in this connection as well as with regard to legal, contractual obligations to third parties in this connection except in respect of mining claims and mining rights that the Buyer Parties intend to abandon or relinquish and except for any non-compliance which could not either individually or in the aggregate be expected to have a Faraday Material Adverse Effect. All such mining claims and mining rights are in good standing in all material respects as of the date of this Agreement.

(5) The Buyer Parties or an Affiliate, as applicable, is the legal or beneficial holder of either freehold title, licenses, concessions, claims, or participating interests or other conventional property, proprietary or contractual interests or rights, including access and surface rights (as the case may be) as applicable, recognized in the jurisdiction in which the Copper Creek Project is located in such proportionate interests as described in the Faraday Disclosure Record in respect of the Copper Creek Project under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit the Buyer or an Affiliate, as applicable, to access the Copper Creek Project and explore and exploit the minerals relating thereto as are appropriate in view of their respective rights and interests therein; all such properties, leases, concessions or claims in which the Buyer Parties or any of their respective Subsidiaries has an interest or right have been validly located and recorded in accordance with all applicable Laws and are valid, subsisting and in good standing.

(6) The Copper Creek Project is the only material property or project of the Buyer Parties and their Affiliates, on a consolidated basis.

Section 8.20 No Expropriation.

To the knowledge of the Buyer Parties, there are no expropriations or similar proceedings or any material challenges to title or ownership, actual or threatened, of which the Buyer Parties have received notice.

Section 8.21 Indigenous and Community Matters.

(1) Other than as set out in Section 8.21 of the Buyer Parties Disclosure Letter, the Buyer Parties and their Affiliates maintain good relationships with the communities and Persons affected by or located on the Copper Creek Project in all material respects, and there are no material complaints, issues, proceedings, or discussions, which are ongoing or anticipated which could have the effect of interfering, delaying or impairing the ability to explore, develop and operate the Copper Creek Project, and the Buyer Parties and their Affiliates do not anticipate any material issues or liabilities to arise that would adversely affect the ability to explore, develop and operate the Copper Creek Project.

(2) Other than as set out in Section 8.21 of the Buyer Parties Disclosure Letter, there are no material complaints, issues, proceedings or discussions with respect to indigenous rights currently outstanding, or to the Buyer Parties' knowledge, threatened or pending, with respect to the Copper Creek Project, and no material dispute in respect of the Copper Creek Project with any local or indigenous group exists or, to the Buyer Parties' knowledge, is threatened or

imminent with respect to the Copper Creek Project, in each case which may reasonably be expected to have a Faraday Material Adverse Effect.

Section 8.22 Technical Reporting.

(1) Faraday is in material compliance with the provisions of NI 43-101 and has filed all technical reports in respect of its material properties required thereby, which remain current as at the date hereof. The Copper Creek Technical Report complies (and each technical report filed by Faraday following the date hereof, including in respect of the San Manuel Site (if applicable) will comply at the time of its filing) in all material respects with the requirements of NI 43-101 and Form 43-101F1 – *Technical Report* and there is no new material scientific or technical information concerning the Copper Creek Project since the date thereof that would require a new technical report in respect of such property to be issued under NI 43-101. Faraday, or to the Buyer Parties' knowledge, any predecessor thereof, made available to the authors of the Copper Creek Technical Report, prior to the issuance thereof, for the purpose of preparing such report, all information requested by such authors and, to the Buyer Parties' knowledge, none of such information contained any misrepresentation at the time such information was provided. The method of estimating the mineral resources has been verified by mining experts who are Qualified Persons, all material assumptions underlying the mineral resource estimates are reasonable and appropriate, the information upon which the estimates of mineral resources were based, was, at the time of delivery thereof, complete and accurate in all material respects and there have been no material changes to such information since the date of delivery or preparation thereof.

(2) Faraday has undertaken an asset analysis in respect of the Copper Creek Project, including all estimates of the mineral resources reported thereon and has not found any material asset impairment and does not currently anticipate making any write downs in respect of the Copper Creek Project.

Section 8.23 Taxes.

(1) Other than as set out in Section 8.23 of the Buyer Parties Disclosure Letter,

(a) The Buyer Parties have filed in a timely manner all material Tax Returns, which were required to be filed by it with any Tax Authority prior to the date hereof and has paid or remitted all material applicable Taxes for all tax years prior to the date hereof to the extent that such taxes have become due or have been required to be remitted; and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any material tax return by the Buyer Parties or the payment of any material Tax. There are no material actions, suits, proceedings, audits, investigations or claims in progress, or to the Knowledge of the Buyer Parties, now threatened or pending against the Buyer Parties which could result in a material liability in respect of Taxes. The Buyer Parties have withheld (where applicable) from each payment to each of the present and former officers, directors, employees and consultants thereof and any person that is a resident of a jurisdiction other than the jurisdiction of the applicable Buyer Party, the amount of all material taxes and other amounts, including, but not limited to, income Tax and other deductions, required to be withheld therefrom, and has paid the same or will pay the same when due to the proper Tax Authority within the time required under applicable tax legislation.

(b) The Buyer Parties have established on their books and records reserves that are adequate for the payment of all material Taxes not yet due and payable and there are no Liens for Taxes on the assets of the Buyer Parties, except for Taxes not yet due and there are no audits known by the Buyer Parties or, to the knowledge of the Buyer Parties, to be pending, of the Tax Returns of the Buyer Parties; and to the knowledge of the Buyer Parties, there are no claims which have been or may be asserted in writing relating to any such Tax Returns, which audits and claims, if determined adversely, would result in the assertion by any Tax Authority of any deficiency that would have a Faraday Material Adverse Effect.

Section 8.24 Anti-Bribery and Corruption.

None of the Buyer Parties nor any of their respective Subsidiaries nor, to the Buyer Parties' knowledge, any of their Representatives or any other person acting on its or their behalf, (a) has violated any anti-bribery or anti- corruption laws applicable to such Person, including but not limited to the *Foreign Corrupt Practices Act of 1977* (United States) and the *Corruption of Foreign Public Officials Ac*t (Canada) ("**Anti-Bribery Laws**"); (b) offered, paid, promised to pay, or authorized the payment of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (i) to any government official, whether directly or through any other person, for the purpose of influencing or rewarding any act or decision of a government official in his or her official capacity; inducing a government official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a government official to influence or affect any act or decision of any Governmental Authority; or assisting any Representative of the Buyer Parties or any of their respective Subsidiaries in obtaining or retaining business for or with, or directing business to, any person; or (ii) to any person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage; or (c) will violate Anti-Bribery Laws with respect to any activities or actions undertaken pursuant to this Agreement. Neither of the Buyer Parties nor any of their respective Subsidiaries nor, to the Buyer Parties' knowledge, any of their Representatives, has: (i) conducted or initiated any review, audit, or internal investigation that concluded the Buyer Parties or any of their respective Subsidiaries, or any Representative of the foregoing violated such Anti-Bribery Laws or committed any material wrongdoing; (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Authority, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any Anti-Bribery Laws; or (iii) received any notice, request, claim, litigation, citation, subpoena, or is otherwise aware of any current or threatened inquiries, investigations or enforcement proceedings from any Person alleging potential noncompliance with any Anti-Bribery Laws.

Section 8.25 Money Laundering.

The operations of the Buyer Parties and each of their respective Subsidiaries are and have been conducted at all times in all material respects in compliance with AML Laws and no action, suit or proceeding by or before any court or Governmental Authority or any arbitrator or non-Governmental Authority involving the Buyer Parties or their Affiliates with respect to any AML Laws is pending or, to the knowledge of the Buyer Parties, threatened.

Section 8.26 Sanctions.

Neither of the Buyer Parties nor any of their respective Subsidiaries, nor, to the knowledge of the Buyer Parties, any Representative of the foregoing: (a) currently or has been subject or target of any sanctions, export controls, or other trade related restricted parties list enforced by the government of the United States (including by U.S. Department of the Treasury's Office of Foreign Transferred Assets Control, the U.S. Department of State, or the Department of Commerce and including, without limitation, the designation as a "specially designated national" or "blocked person"), Canada (including Global Affairs Canada and Public Safety Canada), the United Nations Security Council, the European Union or any of its member states, the United Kingdom (including His Majesty's Treasury), or any other relevant sanctions authority (collectively, "**Sanctions**"); (b) is located, operating, organized or resident in a country or territory that is the target of Sanctions, including, without limitation, Russia, Cuba, Iran, North Korea, Syria and the Crimea Region and the areas of the Zaporizhzhia and Kherson Regions of Ukraine occupied by the Russian Federation, the so-called Donetsk People's Republic and the territory it controls in the Donetsk oblast of Ukraine, the so-called Luhansk People's Republic and the territory it controls in the Luhansk oblast of Ukraine ("**Sanctioned Jurisdiction**"); (c) is owned 50% or more individually or in the aggregate or controlled (as defined in accordance with applicable Law) by any Person referred to in (a) or (b); or (d) any other Person who is the subject or target of Sanctions (collectively, each a "**Sanctioned Person**"). Neither of the Buyer Parties nor any of their respective Subsidiaries nor, to the knowledge of Buyer Parties, any Representative of the foregoing has engaged in the last six years, in any transaction or dealing in violation of applicable Sanctions. The Buyer Parties will not lend, contribute or otherwise make available proceeds to any other affiliated entity, joint venture partner or other Person, (i) to fund or facilitate any activities of or business with or for the benefits of any Person that, at the time of such funding or facilitation, is a Sanctioned Person or a Sanctioned Jurisdiction or (ii) in any other manner that could reasonably result in a violation by any Person of Sanctions. As of the date hereof and since April 24, 2019, the Buyer Parties and their Affiliates have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions directly or indirectly with any Person that at the time of the dealing or transaction is or was a Sanctioned Person or otherwise violate Sanctions. Neither the Buyer Parties, nor their respective Subsidiaries, nor, to the Buyer Parties' knowledge, any Representative of the foregoing has received no notice of, and there is no pending or, to the Buyer Parties' knowledge, threatened investigation, inquiry. regulatory inquiry, or enforcement action, relating to potential, alleged, or actual violations of Sanctions.

Section 8.27 Employment Matters.

(1) The Buyer Parties and their respective Subsidiaries are, in all material respects, in compliance with all applicable Laws respecting employment and employment practices, terms and conditions of employment, workers' compensation, occupational health and safety and pay equity and wages. None of the Buyer Parties nor any of their respective Subsidiaries are subject to any claims, complaints, outstanding decisions, orders or settlements or pending claims, complaints, decisions, orders or settlements under any human rights legislation, employment standards legislation, workers' compensation legislation, occupational health and safety legislation or similar legislation nor has any event occurred which may give rise to any of the foregoing.

(2) There has not been, and there is not currently, any labour disruption, dispute, slowdown, stoppage, complaint or grievance outstanding or pending, or to the Buyer Parties' knowledge, threatened, which is adversely affecting or could adversely affect, in a material manner, the carrying on of the business of the Buyer Parties or any of their respective Subsidiaries and no union representation question exists respecting the employees of the Buyer Parties or any of their respective Subsidiaries and no collective bargaining agreement is in place or being negotiated by the Buyer Parties or any of their respective Subsidiaries. The Buyer Parties reasonably believe that the Buyer Parties and their respective Subsidiaries currently have sufficient personnel with the requisite skills to conduct its business as currently conducted and as proposed to be conducted having regard to participants in a comparable business and in comparable circumstances (including size and stage of development).

Section 8.28 Employee Plans.

(1) Each material plan for retirement, bonus, stock purchase, profit-sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits,

vacation, incentive or otherwise contributed to or required to be contributed to, by the Buyer Parties or any of their Subsidiaries, as applicable, for the benefit of any current or former director, officer, employee or consultant of either of the Buyer Parties or their respective Subsidiaries (the "**Faraday Employee Plans**") has been maintained in material compliance with its terms and with the requirements prescribed by any and all Laws that are applicable to such Faraday Employee Plans.

(2) All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and Faraday Employee Plan payments have been reflected in the books and records of Buyer Parties and their Subsidiaries, as applicable.

Section 8.29 Related Party Transactions.

(1) Except as disclosed in the Faraday Disclosure Record as of the date hereof, to the knowledge of the Buyer Parties, none of the directors or officers of the Buyer Parties, nor any holder of more than 10% of any class of shares of Faraday, or any associate or Affiliate of any of the foregoing Persons, has any material interest, direct or indirect, in any proposed transaction which is material to or will materially affect, Faraday, other than any interest such Person may have solely in its capacity as a shareholder of Faraday.

(2) Neither the Buyer Parties nor any of their Affiliates owes any monies to, nor have the Buyer Parties or any of their Affiliates any present loans to, or borrowed any monies from or is otherwise indebted to, any officer, director, employee, shareholder or any Person not dealing at "arm's length" (within the meaning of the Tax Act) with any of them except for usual employee reimbursements and compensation paid in the ordinary and normal course of business. To the knowledge of the Buyer Parties, except as disclosed in the Faraday Disclosure Record as of the date hereof and usual employee or consulting arrangements made in the ordinary course of business, neither the Buyer Parties nor any of their Subsidiaries is a party to any contract or agreement with any Person not dealing at arm's length with it.

(3) Except as disclosed in the Faraday Disclosure Record, to the knowledge of the Buyer Parties, no officer, director or employee of Faraday or any of their Subsidiaries and no entity which is an Affiliate or associate (within the meaning of the *Securities Act* (British Columbia)) of one or more of the foregoing, owns, directly or indirectly, any interest in (except for shares representing less than five percent (5%) of the outstanding shares of any class or series of any publicly traded company), or is an officer, director, employee or consultant of, any Person which is, or is engaged in, a business competitive with Faraday which, in either case, materially adversely impacts, or can reasonably be expected to materially and adversely impact, Faraday's business operations.

(4) No officer, director, employee or security holder of the Buyer Parties or any of their Affiliates has any cause of action or other claim whatsoever against, or owes any amount to, the Buyer Parties or any of their Affiliates in connection with their business except for claims in the ordinary and normal course of the business such as for accrued vacation pay or other amounts or matters which would not be material to the Buyer Parties or any of their Affiliates.

Section 8.30 Insurance.

The Buyer Parties have their property and assets insured against loss or damage by insurable hazards or risks on a basis that management of the Buyer Parties believes to be consistent with insurance obtained by reasonably prudent participants in comparable businesses. Such insurance coverage is of a type and in an amount typical to the businesses in which the Buyer Parties operate as conducted by a reasonably prudent person, based on the advice of insurance brokers consulted by the Buyer Parties. The Buyer Parties have not made any material claim on any policy of insurance or been refused any insurance coverage sought or applied for. The Buyer Parties have no reason to believe that they will not be able to renew their existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue their business at a cost that would not be reasonably expected to have a Faraday Material Adverse Effect.

Section 8.31 Unrestricted Cash.

The Buyer Parties (on a consolidated basis) have, and will have until the BHP Financial Security is released and the San Manuel Permits are transferred or reissued to Buyer or Buyer obtains replacements therefor and the BHP Financial Security is released, Unrestricted Cash of not less than *[redacted – commercially sensitive information]*.

Section 8.32 No Broker.

Seller and its Affiliates will not have any Liability for any brokerage commission, finder's fee or other similar payment in connection with the Contemplated Transactions because of any action taken by, or Contract entered into reached by, either of the Buyer Parties or their respective Subsidiaries.

Section 8.33 Status.

Faraday is a "foreign issuer" (as defined in Regulation S).

Section 8.34 Ownership of Buyer.

Buyer is and at Closing will be an indirect wholly-owned Subsidiary of Faraday.

Section 8.35 Fairness Opinion and Faraday Board Recommendation.

As of the date hereof, TD Securities Inc. has orally delivered the Fairness Opinion, being an opinion to the Faraday Board to the effect that, as of the date of such opinion, subject to the assumptions, limitations and qualifications to be set out in the written opinion related thereto, the consideration to be paid pursuant to the Contemplated Transactions is fair, from a financial point of view, to Faraday; the Faraday Board, after consultation with its legal and financial advisors, has unanimously determined that the Contemplated Transactions are in the best interests of Faraday and are fair to Faraday Shareholders, and has unanimously recommended to the Faraday Shareholders that they vote in favour of the Approval Resolution.

Section 8.36 Disclaimer.

Except for the representations and warranties contained in this Article 8, none of Buyer, Faraday or any other Person makes any express or implied representation or warranty to Seller.

ARTICLE 9
INTERIM PERIOD OPERATING COVENANTS

Section 9.1 Covenants by Seller.

Seller covenants and agrees that, during the period from the date of this Agreement and prior to the earlier of the Closing Date and the valid termination of this Agreement in accordance with its terms (the "**Interim Period**"), except (w) as otherwise required, permitted or contemplated by this Agreement, (x) as required by applicable Law, any San Manuel Permits or any Transferred Contract,

(y) with the prior written consent of the Buyer Parties, which consent may not be unreasonably withheld, conditioned or delayed, or (z) as set out in the Section 9.1 of the Seller Disclosure Letter:

(1) Seller shall use commercially reasonable efforts to:

(a) maintain the San Manuel Lands in good standing and maintain the San Manuel Lands and the San Manuel Facilities in accordance with Good Mining Practice (as such practices are applicable to a closed and reclaimed mine site);

(b) conduct the San Manuel Operations in the ordinary course consistent with Environmental Laws and Good Mining Practice (as such practices are applicable to a closed and reclaimed mine site);

(c) conduct the San Manuel Operations in compliance in all material respects with applicable Laws and the San Manuel Permits;

(d) comply in all material respects with the terms and conditions of the Material San Manuel Contracts; and

(e) preserve and maintain its relationships and goodwill with all material suppliers of, and other Persons having material business dealings with, the San Manuel Site, other than Persons dealing with the San Manuel Site solely through the Excluded Contracts; and

(2) without limiting the generality of Section 9.1(1), Seller shall not:

(a) sell, dispose, lease, grant a license to or subject to any Lien (other than Permitted Encumbrances) any of the Transferred Assets;

(b) exercise termination rights under, or modify or amend in any material respect, any Material San Manuel Contract;

(c) take any action or fail to take any action which action or failure to act would reasonably be expected to cause any Governmental Authority to institute proceedings for the suspension of, or the revocation or limitation of rights under, any San Manuel Permits necessary to conduct the San Manuel Operations in accordance with Environmental Laws and Good Mining Practice (as such practices are applicable to a closed and reclaimed mine site), other than in connection with the ASMI Release Application;

(d) settle or compromise any action, claim or other proceeding brought against Seller (i) with respect to the San Manuel Site providing for the grant of injunctive relief or other non-monetary remedy or (ii) in connection with the Contemplated Transactions;

(e) take any action that would reasonably be expected to materially interfere with or be materially inconsistent with the consummation of the Contemplated Transactions; or

(f) agree, announce, resolve, authorize or commit to do any of the foregoing, except as permitted above.

Section 9.2 Covenants by Buyer Parties.

The Buyer Parties, jointly and severally, covenant and agree that, during the Interim Period, except (w) as otherwise required, permitted or contemplated by this Agreement, (x) as required by applicable Law or any Faraday Required Permits, (y) with the prior written consent of Seller, which consent may not be unreasonably withheld, conditioned or delayed, or (z) as set out in Section 9.2 of the Buyer Parties Disclosure Letter:

(1) The Buyer Parties shall, and shall cause each of their Subsidiaries to, use commercially reasonable efforts to:

(a) maintain the Copper Creek Project in good standing and in accordance with Good Mining Practice;

(b) conduct the business and operations of the Buyer Parties and their Subsidiaries, including in respect of the Copper Creek Project, in the ordinary course consistent with past practice;

(c) comply in all material respects with applicable Laws and Faraday Required Permits;

(d) comply in all material respects with the terms and conditions of the Material Faraday Contracts;

(e) preserve and maintain relationships and goodwill with all material suppliers of, and other Persons having material business dealings with, the Buyer Parties and their Subsidiaries, including in respect of the Copper Creek Project; and

(f) without limiting Section 14.1, provide Seller and its legal counsel with a reasonable opportunity to review and comment on any proposed public disclosure of exploration results or other technical information relating to the San Manuel Lands that has not previously been approved in writing by Seller prior to such disclosure, and give reasonable consideration to any comments made by Seller and its legal counsel; and

(2) without limiting the generality of Section 9.2(1), the Buyer Parties shall not, and shall cause their respective Subsidiaries not to:

(a) amend or propose to amend the Constating Documents of Faraday or, in any material respects, the Constating Documents of Buyer or any other Subsidiary of Faraday;

(b) issue, grant, deliver, sell or subject to a Lien, or authorize the issuance, grant, delivery, sale or a Lien on, any of its securities or other equity or voting interests, or any options, warrants or similar rights exercisable or exchangeable for or convertible into, or rights of any kind to acquire, any of its securities or other equity or voting interests, or any stock appreciation rights, phantom stock awards or other rights that are linked to the price or value of any of its securities (including Faraday Convertible Securities), other than: (i) the issuance of Faraday Shares issuable upon the exercise, vesting, settlement or termination of Faraday Incentive Awards in accordance with the terms of the Faraday LTIP, as applicable; (ii) the grant of Faraday Incentive Awards in the ordinary course consistent with past practice, in accordance with the terms of the Faraday LTIP; (iii) the issuance of Faraday Shares issuable upon the exercise of the Faraday Warrants that are outstanding as of the date hereof; (iv) transactions solely (A) between two or more wholly-owned Subsidiaries of Faraday and/or (B) between Faraday and one or more of its wholly-owned Subsidiaries; or (v)as set out in the Buyer Parties Disclosure Letter.

(c) split, combine, sub-divide, consolidate or reclassify, or amend or modify any term of, any outstanding security of Faraday;

(d) declare, set aside or pay any dividend or other distribution on any shares of its capital stock or any of its other outstanding securities, other than dividends or distributions by wholly-owned Subsidiaries of Faraday to Faraday or its wholly-owned Subsidiaries;

(e) redeem, purchase or otherwise acquire or offer to redeem, purchase or otherwise acquire any shares of its capital stock or any of its other outstanding securities, other than (i) in connection with the exercise, vesting, settlement or termination of Faraday Incentive Awards in accordance with the terms of the Faraday LTIP, as applicable, or (ii) by or among Faraday's wholly-owned Subsidiaries;

(f) reduce the stated capital of the Faraday Shares;

(g) amend the Faraday LTIP, provided that renewing the Faraday LTIP or making administrative changes or updates to comply with applicable Law shall not be prohibited;

(h) enter into any Contracts or other arrangements regarding a change of control or change of management of the Copper Creek Project or any Subsidiary of Faraday which owns any direct or indirect interest in the Copper Creek Project or in respect of a joint venture, partnership, strategic alliance or other similar arrangement in respect of, directly or indirectly, the Copper Creek Project, whether in corporate, partnership, contractual or other legal form;

(i) adopt a plan of complete or partial liquidation, consolidation, winding-up or dissolution, or resolutions providing for the liquidation, consolidation, winding-up or dissolution, of any of the Buyer Parties or their respective Subsidiaries or any of their respective assets;

(j) reorganize, arrange, restructure, amalgamate or merge with, or enter into, promote or undertake any reorganization, arrangement, restructuring, amalgamation or merger with or involving, any other Person, other than any such reorganization, arrangement, restructuring, amalgamation or merger involving only wholly-owned Subsidiaries of Faraday (other than Buyer);

(k) sell, dispose, lease, grant a license to or subject to any Lien (other than a Permitted Encumbrance) (i) any interest of the Buyer Parties or their Subsidiaries in the Copper Creek Project; or (ii) any other assets or any interest in any other assets, other than, in respect of clause (ii) only, any assets or interests in assets: (A) with a value less than $1,000,000 in the aggregate; (B) that are superfluous, obsolete, not necessary for the operations of Faraday or its Subsidiaries' respective businesses, fully depreciated or at the end of their useful life; or (C) pursuant to transactions solely (I) between two (2) or more wholly-owned Subsidiaries of Faraday; and/or (II) between Faraday and one or more of its wholly-owned Subsidiaries;

(l) acquire any interest, or make any investment or contributions of capital, directly or indirectly, in any Person or its business, or acquire any assets from any Person, in one transaction or in a series of related transactions (in each case, by merger consolidation, exchange, acquisition of securities or other equity interests, purchase, lease or licence of any significant portion of property or consolidated assets, joint venture formation or otherwise), other than: (i) acquisitions of raw materials, inventory finished products and other goods in the ordinary course of business consistent with past practices; or (ii) pursuant to transactions solely (A) between two or more wholly-owned Subsidiaries of Faraday; and/or (B) between Faraday and one or more of its wholly-owned subsidiaries;

(m) incur, create, assume or otherwise become liable for any indebtedness for borrowed money or any other material Liability or obligation, or guarantee, endorse or otherwise become responsible for the obligations of any other Person, or make any loans or advances to any other Person, other than: (i) indebtedness in an aggregate principal amount of less than $*[redacted – commercially sensitive information]* that is incurred for capital expenditures; and (ii) indebtedness in an aggregate principal amount of less than $*[redacted – commercially sensitive information]* incurred under Buyer Parties' trade payables, accruals and withholding taxes in the ordinary course of business;

(n) settle or compromise any action, claim or other proceeding brought against them (i) with respect to the Copper Creek Project providing for the grant of injunctive relief or other non-monetary remedy; or (ii) in connection with the Contemplated Transactions;

(o) commence any litigation or proceeding, other than in connection with the collection of accounts or the enforcement of any rights under this Agreement, the Subscription Agreement or the Lock-Up Agreement;

(p) make or forgive any loans or advances to any of its officers, directors, employees, agents or consultants;

(q) take any action or fail to take any action which action or failure to act would reasonably be expected to cause any Governmental Authority to institute proceedings for the suspension of, or the revocation or limitation of rights under, any material Permits necessary to conduct its businesses as now conducted;

(r) take any action that would reasonably be expected to materially interfere with or be materially inconsistent with the consummation of the Contemplated Transactions;

(s) terminate, cancel, modify or amend in any material respect or take or fail to take any action which would entitle any party to any contract entered into with the Buyer Parties to terminate, cancel, modify or amend any such contract;

(t) agree, announce, resolve, authorize or commit to do any of the foregoing, except as permitted above.

ARTICLE 10
OTHER AGREEMENTS OF THE PARTIES

Section 10.1 Notice of Certain Events.

Subject to applicable Laws, the Buyer Parties shall provide Seller and Seller shall provide the Buyer Parties with prompt notice in writing (together with copies of all related documents) of:

(a) any notice or communication received from any Person alleging that the consent of such Person is or may be required in connection with the Contemplated Transactions;

(b) any material notice or communication from any applicable Governmental Authority in connection with the Contemplated Transactions;

(c) any material proceeding commenced or, to such Party(ies)' Knowledge, as applicable, threatened in writing against it or any of its Affiliates which relates to the consummation of the Contemplated Transactions;

(d) the occurrence of any matter or event that has had, in the case of the Buyer Parties only, a Faraday Material Adverse Effect or, in the case of Seller only, a Seller Material Adverse Effect;

(e) in the case of the Buyer Parties only, any occurrence, event, action, or any other situation that, to the Buyer Parties' Knowledge, may adversely affect, directly or indirectly, the title, validity and/or good standing of the Copper Creek Project, and/or any of the Faraday Required Permits granted in relation to the Copper Creek Project in any material respect;

(f) in the case of Seller only, any occurrence, event, action, or any other situation that, to Seller's Knowledge, may adversely affect, directly or indirectly, the title, validity and/or good standing of the San Manuel Site, and/or any of the San Manuel Permits in any material respect; and

(g) any of their respective representations or warranties being untrue or inaccurate or their having failed to perform or fulfil any of their covenants or obligations under this Agreement that, in the case of the Buyer Parties only, would reasonably be expected to result in any of the conditions set forth in Sections 11.3(1)(a) or 11.3(1)(b) not being satisfied by the Outside Date or, in the case of Seller only, would reasonably be expected to result in any of the conditions set forth in Sections 11.2(1)(a) or 11.2(1)(b) not being satisfied by the Outside Date,

provided that the giving of any such notice shall not in any way change or modify the representations and warranties of a Party, or any conditions in favour of a Party, contained in this Agreement or otherwise affect the remedies available to a Party under this Agreement.

Section 10.2 Pre-Closing Access to Information.

(1) Except to the extent prohibited by applicable Law, during the Interim Period, the Buyer Parties shall, and shall cause their Subsidiaries and Representatives to, provide Seller and its Representatives:

(a) reasonable access to the Copper Creek Project, at mutually agreeable times during regular business hours; provided, that Seller shall, and shall instruct its Representatives to, comply with all reasonable directions of the Buyer Parties regarding applicable health, safety and environmental rules, regulations and protocols while on the premises of the Copper Creek Project;

(b) true and complete copies of all title documents to the Copper Creek Project; and

(c) such financial, operating and technical data and other information in respect of the Buyer Parties, their Subsidiaries or the Copper Creek Project as Seller may from time to time reasonably request of the Buyer Parties (to the extent in the possession of, or otherwise readily available to, the Buyer Parties or any of their Subsidiaries or any of their respective Representatives);

provided that, the foregoing shall not require the Buyer Parties to provide access to, or to disclose, (i) any Buyer Parties Excluded Records or (ii) any other information if the Buyer

Parties reasonably determine that such access or disclosure would violate any obligations of the Buyer Parties or their Subsidiaries with respect to confidentiality. The Buyer Parties have the right to have their Representatives present during any inspection.

(2) Except to the extent prohibited by applicable Law, during the Interim Period, Seller shall, and shall cause its Representatives to, provide the Buyer Parties and their Representatives:

(a) reasonable access to the San Manuel Site, at mutually agreeable times during regular business hours; provided, that the Buyer Parties shall, and shall instruct their Representatives to, comply with all reasonable directions of Seller regarding applicable health, safety and environmental rules, regulations and protocols while on the premises of the San Manuel Site;

(b) true and complete copies of all title documents to the San Manuel Site; and

(c) such financial, operating and technical data and other information in respect of the Transferred Assets or the Assumed Liabilities as the Buyer Parties may from time to time reasonably request of Seller (solely to the extent in the possession of, or otherwise readily available to, Seller or its Representatives),

provided that, the foregoing shall not require Seller to provide access to, or to disclose, (i) any Excluded Records or (ii) any other information if Seller reasonably determines that such access or disclosure would violate any obligations of Seller or its Affiliates with respect to confidentiality. Seller has the right to have its Representatives present during any such inspection.

(3) Each Party and its Representatives shall conduct all such inspections in a manner that will minimize, to the extent practicable, disruptions to the business and operations of the other Party(ies).

(4) The information received by a Party pursuant to this Section 10.2 shall be deemed to be Confidential Information of the other Party(ies).

Section 10.3 Efforts to Close and Further Assurances.

(1) Except with regard to the Faraday Required Approval of the Approval Resolution (which shall be governed by Article 5), the TSX Approval (which shall be governed by Section 10.4), the San Manuel Permits and related Financial Security (which shall be governed by Section 10.5), the ICA Approval (which shall be governed by Section 10.6) and the Transferred Contracts (which shall be governed by Section 10.8), each Party shall use commercially reasonable efforts to take, or cause to be taken, as promptly as practicable all actions, and to do, or cause to be done, all things necessary, proper or advisable to consummate the Contemplated Transactions, including, in respect of the Buyer Parties, satisfying the conditions in Section 11.1 and Section 11.3(1) and, in respect of Seller, satisfying the conditions in Section 11.1 and Section 11.2(1), as soon as reasonably practicable following the date hereof and in any event prior to the Outside Date, and not to take or agree to take any action that would reasonably be expected to materially delay or prevent in any material respect the consummation of the Contemplated Transactions, including:

(a) cooperating with each other Party (i) in determining whether any action by or in respect of, or filing with, any Governmental Authority, or any consent, waiver or approval of or notice to any Governmental Authority or other third party, is required in connection with the consummation of the Contemplated Transactions; and (ii) subject to the terms and conditions of this Agreement, in taking any such actions or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, waivers or approvals;

(b) cooperating with each other Party in (i) preparing and filing of all forms, registrations and notices required to be filed or given by such Party(ies) to consummate the Contemplated Transactions; and (ii) the taking of such actions as are necessary, proper or advisable to obtain any consent or approval from any Governmental Authority or other third party required in connection with the consummation of the Contemplated Transactions;

(c) opposing, lifting or rescinding or cooperating in opposing, lifting or rescinding any injunction or restraining order or other order or action seeking to stop, or otherwise adversely affecting the ability of the Parties to consummate, the Contemplated Transactions;

(d) executing and delivering such other documents, certificates, agreements and other writings and take such other actions as are necessary, proper or advisable to consummate the Contemplated Transactions; and

(e) cooperating with the other Party(ies) in connection with the performance by such other Party(ies) of its / their obligations hereunder,

provided that, for clarity, the foregoing shall in no way condition or qualify the covenants of the Parties set out herein and the Parties' respective obligations to perform such covenants.

(2) Notwithstanding anything else herein to the contrary, Buyer acknowledges and accepts the entire responsibility for obtaining from each Governmental Authority and each other third party all necessary consents, waivers or approvals for the Contemplated Transactions (except for the ICA Approval) and for the operations it intends to conduct at the San Manuel Site following Closing and the transfer to Buyer of all San Manuel Permits and the Transferred Assets and the assumption by Buyer of the Assumed Liabilities, and the risk of not obtaining them.

Section 10.4 TSX Approval.

Faraday shall: (a) promptly make all filings, applications and submissions required by the TSX to obtain the TSX Approval as soon as reasonably practicable following the date hereof (and if the TSX Approval is "conditional approval" subject to customary conditions, Faraday shall ensure that all such conditions are satisfied as promptly as practicable after the Closing Date and in any event within the time frame contemplated in the conditional approval letter from the TSX providing for the TSX Approval); and (b) prior to making any filing with or application or submission to the TSX in respect of the TSX Approval, provide Seller and its legal counsel with a reasonable opportunity to review and comment on such filing, application or submission and reasonable consideration shall be given to any comments made by Seller and its legal counsel (and the form and content of each such filing, application and submission shall be acceptable to Seller, acting reasonably). Faraday shall keep Seller fully informed regarding the status of the TSX Approval, including providing reasonable advance notice to Seller and its legal counsel of any proposed substantive discussions with the TSX in connection with the Contemplated Transactions and/or the TSX Approval. Seller and its legal counsel shall have the right to participate in any substantive discussions to be held by Faraday or its legal counsel with representatives of the TSX in connection with the Contemplated Transactions and/or the TSX Approval.

Section 10.5 San Manuel Permits and Financial Security.

(1) With respect to each San Manuel Permit, and subject to Seller's reasonable cooperation, the Buyer Parties shall use reasonable best efforts to, as soon as practicable following Closing and in any event, within 120 days after Closing:

(a) in respect of the San Manuel Permits that are transferrable:

(i) obtain approvals from the applicable Governmental Authorities approving the transfer of such San Manuel Permits to Buyer and substitution of Buyer for Seller as the permittee under such San Manuel Permits (which approvals Seller acknowledges are subject to applicable agency licensing timeframes and may be conditional on the delivery of the applicable Faraday-Regulatory Financial Security to the applicable Governmental Authorities following Closing); and

(ii) obtain the full release by each applicable Governmental Authority of the applicable BHP Financial Security related to such San Manuel Permits; and

(b) in respect of the San Manuel Permits that are not transferable

(i) obtain the approval of the applicable Governmental Authorities of the issuance of new Permits in the name of Buyer (which approvals Seller acknowledges may be conditional on the delivery of the applicable Faraday-Regulatory Financial Security to the applicable Governmental Authorities following Closing); and

(ii) obtain: (A) the issuance of new Permits in the name of Buyer; and (B) a full release by each applicable Governmental Authority of the applicable BHP Financial Security related to such San Manuel Permits.

(c) Notwithstanding anything to the contrary in this Section 10.5(1), the failure of the Buyer Parties to obtain any approval, transfer, issuance or release contemplated by Section 10.5(1) within 120 days after Closing shall not, in and of itself, constitute a breach of this Agreement by the Buyer Parties, provided that the Buyer Parties have complied with their obligation to use reasonable best efforts to obtain such approval, transfer, issuance or release. For greater certainty, the Buyer Parties shall continue to use reasonable best efforts after such period to obtain the applicable approvals, transfers, issuances and releases as soon as practicable.

(d) For such time as any San Manuel Permit remains in Seller's name following Closing and until the BHP Financial Security has been fully released, the Buyer Parties shall, and shall cause their Affiliates and their respective Representatives to, comply in all respects with the requirements of each such San Manuel Permit in carrying on the Buyer Parties' and their Affiliates' respective businesses and operations at or in respect of San Manuel Lands and/or the San Manuel Facilities.

(2) Without limiting Section 10.5(1), the Buyer Parties, with the reasonable cooperation of Seller or the Seller Group (as may be required) will prepare and submit the appropriate notice or application to each Governmental Authority as required under applicable Law to obtain the approvals, transfers, substitutions, reissuances and releases contemplated by Section 10.5(1) from each applicable Governmental Authority. The Buyer Parties shall diligently seek in good faith and with the reasonable cooperation of Seller to obtain approvals from applicable

Governmental Authorities of those transfers, substitutions, reissuances and releases contemplated by Section 10.5(1) and to effect those transfers, substitutions, reissuances and releases contemplated by Section 10.5(1). The Buyer Parties shall not seek or try to amend or alter any of the San Manuel Permits in connection with the notices or applications submitted to the applicable Governmental Authority without the prior written consent of Seller (which consent may not be unreasonably withheld, delayed or conditioned). Each Party shall cooperate with the other Party(ies) in the preparation, filing, amendment or modification of those notices or applications (both prior to and following Closing). The Buyer Parties, with the reasonable cooperation of Seller and subject to Seller's approval (not to be unreasonably withheld, delayed, or conditioned), shall prepare each notice or application related to the San Manuel Permits that is required to be filed with any Governmental Authority, and the Parties shall cooperate in determining the timing of each submittal, provided that the Parties acknowledge and agree that such notices and applications shall be submitted prior to the Closing, unless such notices or applications are not permitted by applicable Law to be filed prior to Closing, in which case such notices or applications shall be submitted by no later than 10 days following Closing Date. Each Party shall promptly provide to the other Party(ies) a copy of each such notice or application filed, and any and all correspondence to or from any applicable Governmental Authority related thereto. Seller shall use commercially reasonable efforts (to the extent permitted under the terms of the applicable San Manuel Permits) to afford to Buyer the benefit of the San Manuel Permits which it retains following Closing until such time as such San Manuel Permits are transferred or reissued to Buyer or Buyer obtains replacements therefor; provided that the Buyer Parties shall bear and pay all expenses or costs incurred by Seller as a result of the foregoing actions. The Buyer Parties hereby release, and shall indemnify, defend and hold harmless, the Seller Indemnified Parties from any and all Liabilities that any Seller Indemnified Party may incur or sustain related to any San Manuel Permits that remain in the name of Seller following the Closing until such time as such San Manuel Permits are transferred or reissued to Buyer or Buyer obtains replacements therefor (which indemnity is not subject to any of the monetary limitations in Article 19 and survives Closing indefinitely).

(3) The Buyer Parties acknowledge that more burdensome conditions or new or additional limitations (including size and type of Financial Security) may be imposed by ADEQ or ASMI in connection with the extension, renewal or reissuance of the San Manuel Permits or otherwise in connection with the Contemplated Transactions.

(4) The Buyer Parties shall prior to Closing: (a) obtain, or obtain underwritten commitments to be provided with promptly following the Closing, the Faraday-Regulatory Financial Security required by each applicable Governmental Authority to allow, as applicable, the transfer of each applicable San Manuel Permit to Buyer or the issuance of a Permit in Buyer's name in replacement of each applicable San Manuel Permit; and (b) make arrangements with each applicable Governmental Authority to deliver the applicable Faraday-Regulatory Financial Security to such Governmental Authority to replace the BHP Financial Security, and to release and return to Seller the BHP Financial Security, promptly following the Closing.

(5) Except for the ASMI Release Application, in respect of each San Manuel Permit in respect of which Seller or its Affiliate has provided BHP Financial Security, until the earlier of 120 days following the Closing Date and the date on which the applicable Governmental Authority has either: (a) approved the transfer of such San Manuel Permit to Buyer; or (b) issued a Permit in Buyer's name in replacement of such San Manuel Permit, Seller shall take no steps to replace, remove or obtain the release of the applicable BHP Financial Security related to such San Manuel Permit, and shall use commercially reasonable efforts to take all steps as are reasonably required to keep such BHP Financial Security in place until the applicable Faraday-Regulatory Financial Security is in full force and effect and accepted by the applicable

Governmental Authority and such San Manuel Permit has been transferred to Buyer or a Permit has been issued in Buyer's name in replacement of such San Manuel Permit. Without prejudice to Section 18.2, Buyer shall indemnify, defend and hold harmless the Seller Indemnified Parties from any and all Liabilities that any Seller Indemnified Party may incur or sustain, in respect of the BHP Financial Security which are not released prior to the Closing (which indemnity is not subject to any of the monetary limitations in Article 19 and survives Closing indefinitely).

Section 10.6 ICA Approval.

(1) Seller or an Affiliate of Seller shall file a notification pursuant to Part III of the Investment Canada Act within five (5) Business Days after the date of this Agreement.

(2) The Buyer Parties and Seller shall use their commercially reasonable efforts to obtain, or cause to be obtained, as promptly as possible, the ICA Approval.

(3) The Buyer Parties and Seller shall cooperate and coordinate with one another in connection with obtaining the ICA Approval (as applicable), including by providing or submitting as promptly as practicable all submissions, documentation and information that are required or advisable in connection therewith.

(4) The Buyer Parties and Seller shall cooperate with and keep one another fully informed as to the status of and the processes and proceedings relating to obtaining the ICA Approval (as applicable), and shall promptly notify each other of any communication from any Governmental Authority in respect of such approval and shall exchange advance drafts of all submissions, material correspondence, filings, notifications, presentations, applications, or other material documents made or submitted to or filed with any Governmental Authority in respect of such approval, will consider in good faith any suggestions made by the other party and its counsel and will provide the other party and its counsel with final copies of all such material submissions, correspondence, filings, notifications, presentations, applications, and other material documents submitted or filed in connection therewith, provided, however, that no attorney-client privilege is undermined or otherwise affected as a result of such exchange of information, that competitively sensitive information may be provided only to the external legal counsel of the other party. The Buyer Parties and Seller will keep each other and their counsel fully apprised of any proposed meetings with any Governmental Authority in connection with the ICA Approval (as applicable) to the extent not prohibited by such Governmental Authority, including providing copies of all material written communications received from or sent to such Governmental Authority, on a timely basis, and will not participate in such communications or meetings without giving the other party and their counsel the opportunity to participate therein, except to the extent that competitively sensitive information may be discussed, in which case a party will allow external legal counsel for the other Party(ies) to participate to the extent not prohibited by such Governmental Authority.

Section 10.7 Transferred Asset Registrations.

The Buyer Parties shall pay and be responsible for all filings and fees imposed by any Governmental Authority for filing, registering, and recording transfers of the Transferred Assets, including the wells and the Water Rights and Claims, to Buyer pursuant to this Agreement.

Section 10.8 Transferred Contracts.

(1) Subject to Seller's cooperation in accordance with this Section 10.8, the Buyer Parties shall use their commercially reasonable efforts to obtain the consent of the counterparty(ies) to each

Transferred Contract to the assignment and assumption of such Transferred Contract to and by Buyer and the release by such counterparty(ies) of Seller of its obligations pursuant to such Transferred Contract prior to the Closing. Without limiting the generality of the foregoing, the Buyer Parties shall pay and be responsible for (a) all consent fees payable pursuant to the terms of the Transferred Contracts; and (b) all amounts otherwise required by counterparties in connection with the assignment, assumption and novation of the Transferred Contracts. Seller shall cooperate in good faith with the Buyer Parties in obtaining such consents, however, for greater certainty, Seller is not under any obligation to pay any money, incur any obligations, commence any legal proceedings, or offer or grant any accommodation (financial or otherwise) to any third party in order to obtain such consent.

(2) In the event that a Transferred Contract cannot be assigned without the consent of the counterparty(ies) and such consent is not obtained by Closing (a "**Non-Assigned Transferred Contract**"), then until such consent to the assignment to and assumption by Buyer of such Non-Assigned Transferred Contract is obtained and such Non-Assigned Transferred Contract is assigned to and assumed by Buyer or such Non-Assigned Transferred Contract expires or is terminated in accordance with its terms: (a) Section 10.8(1) shall continue to apply in respect of such Non-Assigned Transferred Contract; (b) the Buyer Parties shall perform and discharge, on behalf of Seller, all obligations of Seller and its Affiliates in accordance with and pursuant to such Non-Assigned Transferred Contracts; (c) subject to the Buyer Parties compliance with clauses (a) and (b), Seller shall use commercially reasonable efforts to provide that the value of such Non-Assigned Transferred Contract be preserved and enure to the benefit of Buyer, and that the collection of moneys due and payable to Seller pursuant to under the Non-Assigned Transferred Contract is received by Buyer (provided that Seller shall be permitted to terminate such Non-Assigned Transferred Contract in accordance with its terms, if applicable, if such Non-Assigned Transferred Contract is not assigned to and assumed by Buyer within thirty (30) days of Closing) and (d) Seller has the right to extinguish by compensation any such amounts due and payable to the Buyer Parties against all direct costs associated with the retention and maintenance of any Non-Assigned Transferred Contract.

(3) The Buyer Parties shall indemnify and hold harmless the Seller Indemnified Parties from, and shall pay for, all Liabilities suffered by, imposed upon or asserted against any of them, as a result of, connected with, or pursuant to any such Non-Assigned Transferred Contract or taking any action or causing anything to be done at the direction of the Buyer Parties or any of their Representatives, or otherwise under Section 10.8(2). This indemnity is not subject to any of the monetary limitations set out in Article 19 and survives Closing indefinitely.

Section 10.9 Technical Committee.

(1) As soon as reasonably practicable after the date of this Agreement, the Parties shall form and maintain a technical advisory committee (the "**Technical Committee**") to study the integration of the San Manuel Site and the Copper Creek Project. For greater certainty, the Technical Committee is an advisory committee established by the Parties for consultative purposes only and is not, and shall not be deemed to be, a committee of the Faraday Board (or any Buyer Party or their Affiliates), and no member of the Technical Committee has any power or authority to bind Faraday or its Affiliates, direct the management or affairs of Faraday or its Affiliates, approve any transaction or expenditure, or exercise any powers of the Faraday Board. Recommendations of the Technical Committee are non-binding and subject at all times to the approval and discretion of the Faraday Board and management. The Technical Committee shall consist of four (4) members, including two individuals appointed by Faraday (the "**Faraday Technical Committee Members**") and two individuals appointed by Seller (the "**Seller Technical Committee Members**", and collectively with the Faraday Technical Committee Members, the "**Technical Committee Members**"), and unless otherwise

consented to in writing by each Party, the number of members constituting the Technical Committee shall at all times be comprised of four (4) individuals, with 50% of the members being appointed by each of Faraday and Seller. Seller may appoint or remove a Seller Technical Committee Member by written notice to Faraday and Faraday may appoint or remove a Faraday Technical Committee Member by written notice to Seller. Each Technical Committee Member may be represented at any meeting of the Technical Committee by an alternate designated by such Technical Committee Member with reasonable prior written notice. Any alternate so acting shall be deemed to be a Technical Committee Member. Faraday and Seller shall also be entitled to designate from time to time, subject to the consent of the other Party, not to be unreasonably withheld, one or more observers to attend meetings of the Technical Committee. If Faraday or Seller wishes to designate any such observers it shall: (a) provide the other Party with reasonable prior written notice of the names and positions held by such observers in advance of any meeting to be attended by such observers, and (b) be solely responsible for distributing to such observers any materials provided to the Technical Committee Members.

(2) Without limiting Section 10.9(1), to permit the coordination of the San Manuel Operations and the Copper Creek Project's related operations on a timely basis, and in an effort to accelerate to the earliest time practicable following the Closing Date the realization of synergies and other benefits expected to be realized as a result of the Contemplated Transactions, the Parties agree that, the Technical Committee shall (a) focus on matters of integration with respect to the San Manuel Operations and the Copper Creek Project and potential opportunities for synergies in respect thereof following the Closing Date; and (b) confer on a regular and continued basis regarding the status of the integration planning process (with reasonable frequency).

(3) Subject to Faraday's and Seller's obligations and restrictions under applicable securities Laws, each of Faraday and Seller shall provide each Technical Committee Member with copies of all reports pertaining to the Copper Creek Project and the San Manuel Operations, as applicable, and shall provide each Technical Committee Member with access to any other information as reasonably necessary to carry out the responsibilities of the Technical Committee reasonably requested by such Technical Committee Member (collectively, the "**Project Information**"); provided that, the foregoing shall not require any Party to provide access to, or to disclose, any information to, Technical Committee Members if a Party reasonably determines that such access or disclosure would result in the disclosure of any commercially sensitive information, trade secrets or similar information or violate any obligations of such Party or its Affiliates with respect to confidentiality, or jeopardize any attorney-client privilege or any other applicable privileges in respect of such information.

(4) Meetings of the Technical Committee will be held on no less than a monthly basis on 10 days' notice delivered to the Technical Committee Members by Faraday or Seller. The Technical Committee may conduct meetings in-person and/or by telephone or video conference or by other means of electronic communication by which all persons participating in the meeting are able to hear the entire meeting and be heard by all other persons attending the meeting, in each case as the Technical Committee determines. There will be quorum for a Technical Committee meeting if at least one Faraday Technical Committee Member or their alternate and one Seller Technical Committee Member or their alternate is present and in attendance. Written agendas and minutes shall be prepared and retained for all meetings of the Technical Committee. Minutes shall be circulated in draft to all Technical Committee Members for review and comment before finalization.

(5) Each Party hereby represents, warrants, covenants and agrees that, as at the date of this Agreement and on each subsequent occasion that it performs obligations under this

Agreement, it has not engaged in any Anti-Competitive Behaviour in relation to the terms and conditions of this Agreement or in the performance of this Agreement including the taking of actions or carrying out of activities pursuant to this Agreement.

(6) The Parties will implement a ring-fencing protocol on terms reasonably acceptable to the Parties restricting or regulating the flow of competitively sensitive information among the Parties and their respective Representatives, including their Technical Committee Members, if the Parties agree such ring-fencing is required in order to comply with applicable Antitrust Laws. The Parties acknowledge that this protocol may require that an independent third party auditor be appointed to aggregate and audit competitively sensitive information and that the costs of such auditor will be borne equally by the Parties.

Section 10.10 Allocation and Costs, Utilities and Services.

(1) Seller and Buyer shall cooperate to cause the transfer of all utilities accounts (e.g., electricity, gas, sewer, telephone, etc.) in respect of the San Manuel Site from Seller to Buyer (including any utilities accounts managed by a third party on behalf of Seller) promptly following the Closing Date.

(2) Amounts owing under bills or invoices for utilities accounts (e.g., electricity, gas, sewer, telephone, etc.) in respect of the San Manuel Site will be allocated as follows:

(a) (i) amounts in such invoices or bills that relate exclusively to a period prior to the Closing Date will be allocated to Seller; and (ii) if an amount in a bill or invoice referred to in clause (i) of this Section 10.10(2)(a) is or was paid by Buyer, Seller is required to reimburse Buyer for such amount within thirty (30) days of Seller being notified by Buyer of such amount (which notice shall include the relevant invoice or bill);

(b) (i) amounts in such invoices or bills that relate exclusively to a period on or after the Closing Date will be allocated to the Buyer Parties; and (ii) if an amount in a bill or invoice referred to in clause (i) of this Section 10.10(2)(b) is or was paid by Seller, Buyer Parties are required to reimburse Seller for such amount within thirty (30) days of Buyer Parties being notified by Seller of such amount (which notice shall include the relevant invoice or bill); and

(c) (i) amounts in such invoices or bills that relate to a period that includes a period of time prior to the Closing Date and a period of time on or after the Closing Date will be allocated to Seller, on one hand, and to the Buyer Parties, on the other hand, pro-rata based on days of ownership of the Transferred Assets between Buyer and Seller; and (ii) (A) if an amount in a bill or invoice referred to in clause (i) of this Section 10.10(2)(c) is or was paid by Seller, Buyer Parties are required to reimburse Seller for Buyer Parties' pro-rata amount of the utilities accounts within thirty (30) days of being notified by Seller (which notice shall include the relevant invoice or bill); and (B) if an amount in a bill or invoice referred to in clause (i) of this Section 10.10(2)(c) is or was paid by Buyer, Seller is required to reimburse Buyer for Seller's pro-rata amount of the utilities accounts within thirty (30) days of being notified by Buyer (which notice shall include the relevant invoice or bill).

Section 10.11 Wrong Pockets

(1) If, at any time after the Closing, a Party (the "**Receiving Party**") or any of its Affiliates becomes aware that (i) in respect of Seller, (x) it or any of its Affiliates holds any asset, right, property or interest that properly forms part of the Transferred Assets, or (y) it or any of its Affiliates is the

beneficiary of any payment, proceeds or other amount relating to the Transferred Assets or the Assumed Liabilities or (ii) in respect of either of the Buyer Parties, (x) it or any of its Affiliates holds any asset, right, property or interest that properly forms part of the Excluded Assets, or (y) it or any of its Affiliates is the beneficiary of any payment, proceeds or other amount relating to the Excluded Assets or the Excluded Liabilities (each, a "**Misallocated Asset**"), then:

(a) the Receiving Party shall, or shall cause its applicable Affiliate to, promptly notify the other Party(ies) in writing and, as soon as reasonably practicable, transfer, assign, convey or deliver (or cause to be transferred, assigned, conveyed or delivered) such Misallocated Asset to the Party entitled thereto, for no additional consideration;

(b) in the case of any payments or proceeds, the Receiving Party shall promptly remit (or cause to be remitted) such amounts to the Party entitled thereto, net of any reasonable and documented out-of-pocket costs incurred in connection with receiving and transferring such amounts; and

(c) each Party shall, and shall cause its Affiliates to, execute and deliver such documents and do such further acts and things as may be reasonably required to give effect to the foregoing.

(2) Notwithstanding the foregoing, no Party shall be required to take any action pursuant to this Section 10.11 to the extent that doing so would (a) violate applicable Law or any binding contractual obligation to a third party (provided that the Parties shall cooperate in good faith to structure an alternative arrangement to achieve substantially the same economic result), or (b) result in material adverse Tax consequences to such Party or its Affiliates, in which case the Parties shall cooperate in good faith to implement an alternative arrangement that preserves, to the extent reasonably practicable, the intended allocation of assets and benefits contemplated by this Agreement.

(3) For greater certainty, the provisions of this Section 10.11 are intended solely to facilitate the transfer of Misallocated Assets and shall not give rise to any additional or duplicative indemnification rights, except to the extent of a failure by a Party to comply with this Section 10.11 in bad faith or with gross negligence.

ARTICLE 11
CLOSING CONDITIONS

Section 11.1 Mutual Conditions to Closing.

(1) The obligations of each Party to consummate the Contemplated Transactions are subject to the satisfaction of the following conditions:

(a) the ICA Approval shall have been obtained;

(b) the TSX shall have approved the issuance of the Consideration Shares to Seller or its Designated Affiliate and the listing of the Consideration Shares (the "**TSX Approval**"), subject only to customary conditions;

(c) the Approval Resolution shall have been approved by the Faraday Shareholders by the Faraday Required Approval at the Faraday Meeting;

(d) no action or proceeding will be pending by any Person (other than the Parties or their respective Affiliates) in any jurisdiction seeking to permanently prohibit or enjoin any of the Contemplated Transactions; and

(e) no applicable Law shall be in effect that makes the consummation of the Contemplated Transactions illegal or otherwise permanently prohibits or enjoins any of the Contemplated Transactions.

(2) The foregoing conditions are for the exclusive benefit of each of the Parties and any such condition may be waived in whole or in part by a Party at or prior to the Closing by each delivering to the other a written waiver to that effect. Delivery of any such waiver shall be without prejudice to any rights and remedies at law and in equity a Party may have, including any claims a Party may have for breach of covenant, representation or warranty by the other Party(ies), and also without prejudice to Seller and Faraday's respective rights of termination pursuant to Section 13.2.

Section 11.2 Buyer Parties' Conditions to Closing.

(1) The obligation of the Buyer Parties to consummate the Contemplated Transactions shall be subject to the satisfaction of each of the following conditions:

(a) (i) the representations and warranties of Seller in this Agreement (other than the Seller Fundamental Representations) shall be true and correct in all material respects (without giving effect to any materiality qualifiers), in each case as of the Closing Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, then as of such date); and (ii) the Seller Fundamental Representations shall be true and correct in all respects as of the Closing Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, then as of such date);

(b) each of the covenants and agreements of Seller set forth in this Agreement required to be performed prior to or at Closing shall have been duly performed or complied with in all material respects;

(c) since the date of this Agreement, no Seller Material Adverse Effect shall have occurred;

(d) *[redacted – commercially sensitive information]*; and

(e) all deliveries contemplated by Section 6.2(a) shall have been completed.

(2) The foregoing conditions are for the exclusive benefit of the Buyer Parties and any such condition may be waived in whole or in part by the Buyer Parties at or prior to the Closing by the Buyer Parties delivering to Seller a written waiver to that effect. Delivery of any such waiver shall be without prejudice to any rights and remedies at law and in equity the Buyer Parties may have, including any claims the Buyer Parties may have for breach of covenant, representation or warranty by Seller, and also without prejudice to Faraday's rights of termination pursuant to Section 13.2.

Section 11.3 Seller's Conditions to Closing.

(1) The obligation of Seller to consummate the Contemplated Transactions shall be subject to the satisfaction of each of the following conditions:

(a) (i) the representations and warranties made by the Buyer Parties in this Agreement (other than the Buyer Parties Fundamental Representations and the representations and warranties in Section 8.2(1) and Section 8.2(2) (Capitalization)) shall be true and correct in all material respects (without giving effect to any materiality qualifiers), in each case as of the Closing Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, then as of such date), except where the failure of any such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of the Buyer Parties to consummate the Contemplated Transactions; (ii) the Buyer Parties Fundamental Representations shall be true and correct in all respects as of the Closing Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, then as of such date); and (iii) the representations and warranties in Section 8.2(1) and Section 8.2(2) (Capitalization) shall be true and correct in all respects (other than de minimis inaccuracies) as if made on and as of such date;

(b) each of the covenants and agreements of the Buyer Parties set forth in this Agreement required to be performed prior to or at Closing shall have been duly performed or complied with in all material respects;

(c) since the date of this Agreement, no Faraday Material Adverse Effect shall have occurred;

(d) Seller shall have received evidence acceptable to Seller that (i) the Buyer Parties have obtained, or have received underwritten commitments to be provided with, the Faraday-Regulatory Financial Security to be delivered to the applicable Governmental Authorities promptly following the Closing; and (ii) the Buyer Parties have made arrangements with the applicable Governmental Authorities to deliver such Faraday-Regulatory Financial Security to such Governmental Authorities to replace the BHP Financial Security, and to release and return to Seller the BHP Financial Security, promptly following the Closing and in any event within the time periods specified in Section 10.5(1);

(e) as of the Closing Date and subject to Closing occurring, the Faraday Board shall have not more than ten (10) directors and two (2) individuals designated by Seller shall have been appointed to the Faraday Board; and

(f) all deliveries contemplated by Section 6.2(b) shall have been completed.

(2) The foregoing conditions are for the exclusive benefit of Seller and any such condition may be waived in whole or in part by Seller at or prior to the Closing by Seller delivering to the Buyer Parties a written waiver to that effect. Delivery of any such waiver shall be without prejudice to any rights and remedies at law and in equity Seller may have, including any claims Seller may have for breach of covenant, representation or warranty by the Buyer Parties, and also without prejudice to Seller’s rights of termination pursuant to Section 13.2.

Section 11.4 Notice and Cure Provisions.

(1) Seller may not elect to exercise its right to terminate this Agreement pursuant to Section 13.2(3)(b) (Buyer Parties Breach) and Faraday may not elect to exercise its right to terminate this Agreement pursuant to Section 13.2(4)(a) (Seller Breach), unless the Party seeking to terminate the Agreement (the “**Terminating Party**”) has delivered a written notice

("**Termination Notice**") to the other Party(ies) (the "**Breaching Party(ies)**") specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Terminating Party asserts as the basis for termination. After delivering a Termination Notice, if the Breaching Party(ies) is/are proceeding diligently to cure such matter and such matter is capable of being cured prior to the Outside Date, the Terminating Party may not exercise such termination right until the earlier of: (i) the Outside Date; and (ii) the date that is ten (10) Business Days following receipt of such Termination Notice by the Breaching Party, if such matter has not been cured by such date; provided that if any matter is not capable of being cured by the Outside Date, the Terminating Party may immediately exercise the applicable termination right.

(2) If a Termination Notice is delivered within ten (10) Business Days of the Faraday Meeting, unless the Parties agree otherwise, Faraday shall postpone or adjourn the Faraday Meeting to the earlier of (a) ten (10) Business Days prior to the Outside Date, and (b) the date that is ten (10) Business Days following receipt of such Termination Notice by the Breaching Party(ies).

ARTICLE 12
COVENANTS REGARDING NON-SOLICITATION

Section 12.1 Non-Solicitation.

(1) Faraday agrees that it will not, and will ensure that its Subsidiaries and its and their respective Representatives do not, directly or indirectly:

(a) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiries, proposals or offers that constitute or may reasonably be expected to constitute or lead to an Acquisition Proposal;

(b) enter into, engage in, continue or otherwise participate in any discussions or negotiations with any Person (other than the other Party and its Representatives) in respect of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, provided that, a Buyer Party may:

(i) advise any Person of the existence of, and restrictions under, this Agreement;

(ii) communicate with any Person for the purposes of clarifying the terms of any inquiry, proposal or offer made by such Person (including with respect to an Acquisition Proposal), provided that a summary of such communication is promptly provided to Seller; and

(iii) advise any Person making an Acquisition Proposal that the board of directors of the Party has determined that such Acquisition Proposal does not constitute a Superior Proposal;

(c) announce (other than in the circumstances set out in Section 12.6(2)), accept, approve, endorse, give any consent or make any request in relation to or recommend, or propose publicly to accept, approve, endorse, give any consent or make any request in relation to or recommend, any Acquisition Proposal;

(d) accept or enter into, or publicly propose to accept or enter into, any agreement (other than a confidentiality and standstill agreement as contemplated by Section 12.3) providing for any Acquisition Proposal; or

(e) make a Change in Recommendation.

(2) Faraday shall, and shall cause its Subsidiaries and Representatives to, immediately cease and cause to be terminated any existing solicitation, encouragement, discussion or negotiation with any Person (other than Seller, its Affiliates and its and their respective Representatives) conducted by Faraday or any of its Subsidiaries or Representatives with respect to any Acquisition Proposal or any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal and, in connection therewith, Faraday will discontinue access to and disclosure of any of its confidential information, including any data room and access to properties, facilities, books and records of Faraday or any of its Subsidiaries, to any such Person or any other Person (other than Seller, its Affiliates and its and their respective Representatives) and request the return or destruction of all copies of any confidential information regarding Faraday or any of its Subsidiaries provided to any Person (other than Seller, its Affiliates and its and their respective Representatives) in respect of a possible Acquisition Proposal.

(3) Faraday covenants and agrees to, and to cause its Subsidiaries to, not release any Person from, or waive, amend, suspend or otherwise modify such Person's obligations to Faraday or its Subsidiaries under, and to promptly notify Seller of and enforce any violation or breach (or threatened violation or breach) of such Person's obligations to Faraday or its Subsidiaries under, any confidentiality, standstill, non-disclosure, use, business purpose or similar agreement or covenant to which Faraday or any of its Subsidiaries is a party.

Section 12.2 Notification of Acquisition Proposals.

If Faraday or any of its Representatives receives any inquiry, proposal or offer that constitutes, or could reasonably be expected to constitute or lead to, an Acquisition Proposal, or any request in connection with any inquiry, proposal or offer that constitutes, or could reasonably be expected to constitute or lead to, an Acquisition Proposal for copies of, access to, or disclosure of, Confidential Information relating to Faraday or any of its Subsidiaries, Faraday shall promptly notify Seller, at first orally, and then promptly (and in any event within twenty-four (24) hours) in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, including a description of the material terms and conditions of the Acquisition Proposal, inquiry, proposal, offer or request and the identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer or request and shall provide Seller with copies of any material agreements, documents or correspondence (if not delivered in writing or electronic form, then by way of a description of the material terms of the matters communicated), in respect thereof, from or on behalf of any such Persons.

Section 12.3 Responding to an Acquisition Proposal.

(1) Notwithstanding any other provision of this Article 12, if, at any time following the date of this Agreement and prior to obtaining the Faraday Required Approval, Faraday or any of its Representatives receives an unsolicited *bona fide* written Acquisition Proposal from an arm's-length Person or group of Persons (other than Seller or any Affiliate or joint actor of Seller) that did not result from a breach of this Article 12, or any Person or group of Persons (other than Seller or any Affiliate or joint actor of Seller) announces such an unsolicited *bona fide* Acquisition Proposal that did not result from a breach of this Article 12, Faraday (x) may engage in or participate in discussions or negotiations with such Person or group of Persons regarding such Acquisition Proposal, and (y) may provide copies of, access to or disclosure of information, properties, facilities, books or records of Faraday or its Subsidiaries, if and only if:

(a) the Faraday Board determines, in good faith after consultation with its financial and legal advisors, that such Acquisition Proposal constitutes, or would reasonably be expected to constitute or lead to, a Superior Proposal;

(b) Faraday has been, and continues to be, in compliance with its obligations under Article 12;

(c) prior to providing any such copies, access or disclosures, Faraday first enters into a confidentiality and standstill agreement with such Person or group of Persons (or confirms it has previously entered into such an agreement which remains in effect) on terms that (i) are not materially less restrictive to such Person or group of Persons and its or their Affiliates or representatives than the confidentiality, non-use and standstill restrictions that were set forth in the Confidentiality Agreement; (ii) do not contain any provision calling for an exclusive right to negotiate with Faraday; and (iii) do not restrict Faraday or any of its Subsidiaries from complying with this Article 12;

(d) before providing any such copies, access or disclosure, Faraday provides Seller with a true, complete and final executed copy of the confidentiality agreement referred to in Section 12.3(1)(c); and

(e) Faraday provides to Seller a list of the information provided to such Person and, to the extent not already provided to Seller, Seller is immediately provided with access to the same information to which such Person or group of Persons was provided or is thereafter provided.

(2) Faraday shall keep Seller fully informed of all material developments and negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, including any material changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request, and shall provide to Seller copies of all material correspondence if in writing or electronic form, and if not in writing or electronic form, a description of the material terms of such correspondence communicated to Faraday by or on behalf of any Person or group of Persons making any such Acquisition Proposal, inquiry, proposal, offer or request.

Section 12.4 Superior Proposal.

(1) If Faraday receives an Acquisition Proposal that constitutes a Superior Proposal or any Person or group of Persons (other than Seller or any Affiliate or joint actor of Seller) announces such an Acquisition Proposal prior to obtaining the Faraday Required Approval, Faraday may (x) make a Change in Recommendation with respect to such Superior Proposal; and/or (y) terminate this Agreement pursuant to Section 13.2(4)(b) (Superior Proposal) (each of (x) and (y), a "**Superior Proposal Action**"), in each case, if and only prior to such Superior Proposal Action:

(a) the Faraday Board determines, in good faith after consultation with its outside financial and legal advisors, that the Acquisition Proposal received by such Party constitutes a Superior Proposal and the failure by the Faraday Board to take such Superior Proposal Action would be inconsistent with its fiduciary duties;

(b) Faraday has been, and continues to be, in compliance with its obligations under Article 12;

(c) Faraday has provided Seller with a notice in writing (i) that there is a Superior Proposal; (ii) confirming the determination by the Faraday Board of the value and financial terms that the Faraday Board, in consultation with its financial and legal advisors, has determined should be ascribed to any non-cash consideration offered under such Superior Proposal; and (iii) enclosing all documentation related to and detailing the Superior Proposal, including a copy of any agreement relating to such Superior Proposal and all supporting materials and related agreements or documents (including any financing documents supplied to Faraday in connection therewith);

(d) at least five (5) Business Days (the "**Response Period**") shall have elapsed from the date Seller received the notice and all of the documentation referred to in Section 12.4(1)(c) from Faraday;

(e) during any Response Period, Seller has had the opportunity (but not the obligation), in accordance with Section 12.4(3), to offer to amend the terms of the Contemplated Transactions and this Agreement in order for such Acquisition Proposal to cease to be a Superior Proposal; and

(f) if Seller has proposed to amend the terms of the Contemplated Transactions and this Agreement in accordance with Section 12.4(3), the Faraday Board shall have determined, in good faith, after consultation with its financial and legal advisors, that such Acquisition Proposal is a Superior Proposal compared to Seller's proposed amendment to the terms of the Contemplated Transactions and this Agreement.

(2) In no event shall Seller be entitled to more than one additional Response Period in respect of any Superior Proposal.

(3) During the Response Period or such longer period as Faraday may approve for such purpose, Seller shall have the opportunity, but not the obligation, to propose to amend the terms of the Contemplated Transactions and this Agreement and if Seller proposes to amend the terms of the Contemplated Transactions and this Agreement: (a) the Faraday Board shall, in good faith and in consultation with its financial and legal advisors, review any proposal by Seller to amend the terms of the Contemplated Transactions and this Agreement; and (b) Faraday shall negotiate, and cause its Representatives to negotiate, in good faith with Seller to make such amendments to the terms of the Contemplated Transactions and this Agreement as would enable Seller to proceed with the Contemplated Transactions on such amended terms. Any amendment proposed by Seller during the Response Period shall be delivered in writing prior to the expiry of the applicable Response Period.

(4) If the Faraday Board, after consultation with its financial and legal advisors, determines that an Acquisition Proposal previously constituting a Superior Proposal has ceased to be a Superior Proposal as compared to the proposed amendments to the terms of the Contemplated Transactions and this Agreement: (a) Faraday will promptly so advise Seller; (b) the Parties shall amend this Agreement to reflect such offer made by Seller, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing; and (c) the Faraday Board shall promptly (and in any event within one (1) Business Day following the effectiveness of any such amendment) reaffirm the Faraday Board Recommendation by press release, and Faraday shall provide Seller and its legal counsel with a reasonable opportunity to review and approve the form and content of any such press release and shall give reasonable consideration to such amendments to such press release requested by Seller and its legal counsel.

(5) Each successive modification of any Acquisition Proposal that results in an increase in, or a modification to, the consideration (or value of such consideration) to be received by Faraday or the Faraday Shareholders or other material terms or conditions thereof shall constitute a

new Acquisition Proposal for the purposes of this Article 12, and Seller shall be afforded a new Response Period in respect of each such Acquisition Proposal from the date on which Seller received the notice and documentation referred to in Section 12.4(1)(c) in respect of such new Acquisition Proposal.

Section 12.5 Faraday Meeting.

(1) Unless this Agreement has been terminated by any Party in accordance with Article 13, Faraday shall cause the Faraday Meeting to occur and the Approval Resolution to be voted upon by Faraday Shareholders thereat in accordance with this Agreement, and Faraday shall not submit to a vote of Faraday Shareholders any Acquisition Proposal or any resolution to amend, cancel, revoke or withdraw the Approval Resolution, as applicable, prior to the termination of this Agreement in accordance with its terms.

(2) If Faraday notifies Seller that it intends to make a Change in Recommendation in accordance with Section 12.4(1) on a date that is less than fifteen (15) Business Days prior to the Faraday Meeting, then Faraday may, at the direction of the Faraday Board, acting in good faith, adjourn or postpone, as applicable, the Faraday Meeting to a date that is fifteen (15) Business Days after the date of such notice; provided, however, that the Faraday Meeting shall be adjourned or postponed, as applicable, to a date later than the tenth (10^{th}) Business Day prior to the Outside Date.

Section 12.6 Subsidiaries; Compliance with Law.

(1) Faraday shall ensure that its Subsidiaries and its and their respective Representatives are aware of the provisions of this Article 12, and Faraday shall be responsible for any breach of this Article 12 by its Subsidiaries or its or their respective Representatives and any breach of this Article 12 by Faraday's Subsidiaries or such Representatives is deemed to be a breach of this Article 12 by Faraday.

(2) Nothing in this Agreement shall prohibit the Faraday Board from making disclosure to Faraday Shareholders if, in the good faith judgment of the Faraday Board, after consultation with its legal advisors, such disclosure is required under applicable Law or to discharge its fiduciary duties, provided (a) Faraday shall provide Seller and its legal counsel with a reasonable opportunity to review and approve the form and content of any such disclosure and shall give reasonable consideration to such amendments to such press release requested by Seller and its legal counsel; and (b) any such disclosure that would constitute a Change in Recommendation shall be made only in compliance with Section 12.4(1).

ARTICLE 13
TERMINATION

Section 13.1 Term.

This Agreement shall be effective from the date hereof until the earlier of the Closing and the termination of this Agreement in accordance with its terms.

Section 13.2 Termination.

This Agreement may be terminated at any time prior to the Closing as follows:

(1) by the written mutual consent of Seller and Faraday;

(2) by either Seller or Faraday, if:

(a) the Closing has not been consummated on or before the Outside Date; provided, however, that neither Seller nor Faraday may terminate this Agreement pursuant to this Section 13.2(2)(a) if it (or in the case of Faraday, any of the Buyer Parties) is in breach of any representation, warranty, covenant or obligation set forth in this Agreement and such breach has been the primary cause of, or primarily resulted in, the Closing not having been consummated on or before the Outside Date;

(b) any applicable Law is enacted or made (or any applicable Law is amended) that permanently prohibits, enjoins or renders illegal the consummation of the Contemplated Transactions, and such Law shall have become final and non-appealable; or

(c) the Faraday Required Approval shall not have been obtained at the Faraday Meeting; or

(3) by Seller:

(a) prior to the Faraday Required Approval having been obtained, if a Change in Recommendation occurs; or

(b) subject to Section 11.4(1) (Notice and Cure Provisions), if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of either of the Buyer Parties set forth in this Agreement shall have occurred that would cause any of the conditions set forth in Section 11.3(1)(a) (Buyer Parties Representations and Warranties Condition) or Section 11.3(1)(b) (Buyer Parties Covenants Condition) not to be satisfied, and any such breach or failure is incapable of being cured, or is not cured in accordance with Section 11.4(1) (Notice and Cure Provisions), and provided that Seller is not then in breach of this Agreement so as to cause any of the conditions in Section 11.2(1)(a) (Seller Representations and Warranties Condition) or Section 11.2(1)(b) (Seller Covenants Condition) not to be satisfied; or

(4) by Faraday:

(a) subject to Section 11.4(1) (Notice and Cure Provisions), if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Seller set forth in this Agreement shall have occurred that would cause any of the conditions set forth in Section 11.2(1)(a) (Seller Representations and Warranties Condition) or Section 11.2(1)(b) (Seller Covenants Condition) not to be satisfied, and any such breach or failure is incapable of being cured, or is not cured in accordance with Section 11.4(1) (Notice and Cure Provisions) and provided that the Buyer Parties are not then in breach of this Agreement so as to cause any of the conditions in Section 11.3(1)(a) (Buyer Parties Representations and Warranties Condition) or Section 11.3(1)(b) (Buyer Parties Covenants Condition) not to be satisfied; or

(b) if (i) the Faraday Board authorizes Faraday or one or more of its Subsidiaries, directly or indirectly, in one or more transactions, to enter into a definitive Contract providing for the consummation of a Superior Proposal in accordance with Section 12.4; and (ii) Buyer pays (or causes to be paid) the Termination Payment due in accordance with Section 13.5(2)(b) and Section 13.5(3)(b).

Section 13.3 Notice of Termination.

The Party desiring to terminate this Agreement pursuant to Section 13.2 (other than pursuant to Section 13.2(1)) shall give notice of such termination to the other Party, specifying in reasonable detail the basis for such Party's exercise of its termination right.

Section 13.4 Effect of Termination.

If this Agreement is terminated pursuant to Section 13.2:

(a) this Agreement shall forthwith become void and of no further force or effect, except for the following provisions, which shall remain in full force and effect: (i) this Section 13.4; (ii) Section 13.5 (Expenses and Termination Payment); (iii) Article 14 (Public Announcements and Confidentiality); (iv) Article 20 (Dispute Resolution; Arbitration); and (v) Article 21 (Miscellaneous Agreements); and

(b) such termination shall be without Liability of any Party (or any Affiliate, shareholder or Representative of such Party) to the other Parties to this Agreement; provided, however, that such termination shall not relieve any Party of Liability for any breach of any representation or warranty or failure to perform any covenant or agreement.

Section 13.5 Expenses and Termination Payment.

(1) Except as otherwise provided herein, all fees, costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such fees, costs or expenses.

(2) For the purposes of this Agreement, "**Termination Payment Event**" means:

(a) the termination of this Agreement by Seller pursuant to Section 13.2(3)(a) (Change in Recommendation);

(b) the termination of this Agreement by Faraday pursuant to Section 13.2(4)(b) (Superior Proposal);

(c) the termination of this Agreement (i) by either Seller or Faraday pursuant to Section 13.2(2)(a) (Outside Date) or Section 13.2(2)(c) (Faraday Required Approval Failure); or (ii) by Seller pursuant to Section 13.2(3)(b) (Buyer Parties Breach) as a result of a breach of Article 12 (Covenants Regarding Non-Solicitation) by Faraday, its Subsidiaries or its or their Representatives, if: (A) a *bona fide* Acquisition Proposal shall have been made or publicly announced or otherwise publicly disclosed by any Person or group of Persons, or any Person or group of Persons shall have made, publicly announced or otherwise publicly disclosed, an intention to make an Acquisition Proposal, (B) such Acquisition Proposal or intent to make an Acquisition Proposal is not withdrawn at least five (5) Business Days prior to the Faraday Meeting and (C) within twelve (12) months following the date of such termination, either: (I) Faraday or one or more of its Subsidiaries, directly or indirectly, in one or more transactions, accepts, approves or enters into a definitive Contract providing for an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (A) of this Section 13.5(2)(c); or (II) any Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (A) of this Section 13.5(2)(c)) is consummated). For purposes of this Section 13.5(2)(c), the term "Acquisition Proposal" shall have the meaning ascribed to such term in Article 1, except that each reference to "20%" therein shall be deemed to be a reference to "50%"; or

(d) the termination of this Agreement by either Seller or Faraday pursuant to Section 13.2(2)(a) (Outside Date) or Section 13.2(2)(c) (Faraday Required Approval Failure) or by Seller pursuant to Section 13.2(3)(b) (Buyer Parties Breach), in each case, if at the time of such termination pursuant to any such sections Seller is entitled to terminate this Agreement pursuant to Section 13.2(3)(a) (Change in Recommendation).

(3) If a Termination Payment Event occurs, Buyer shall pay the Termination Payment to Seller, by wire transfer of immediately available funds, as follows:

(a) if the Termination Payment is payable pursuant to Section 13.5(2)(a) or Section 13.5(2)(d), the Termination Payment shall be payable within two (2) Business Days following such termination;

(b) if the Termination Payment is payable pursuant to Section 13.5(2)(b), the Termination Payment shall be payable concurrently with such termination; or

(c) if the Termination Payment is payable pursuant to Section 13.5(2)(c), the Termination Payment shall be payable upon the earlier of the occurrence of the events specified in clause (x) or (y) thereof.

(4) For greater certainty, the Termination Payment shall not be required to be paid more than once.

(5) The Termination Payment payable by Buyer to Seller pursuant to this Agreement shall be paid free and clear of and without deduction or withholding for, or on account of, any present or future Taxes, unless such deduction or withholding is required by applicable Law. If Buyer is required by applicable Laws to deduct or withhold any Taxes from the Termination Payment, Buyer shall (a) make such required deductions or withholdings and (b) remit the full amount deducted or withheld to the appropriate Tax Authority in accordance with applicable Laws. To the extent that such amounts are remitted to the relevant Tax Authority in accordance with applicable Law, such amounts shall be treated for all purposes under this Agreement as having been paid to Seller. Notwithstanding the foregoing, Buyer shall provide Seller with notice of its intent to withhold at least ten (10) days prior to making such Termination Payment, and Seller and Buyer shall each cooperate in good faith to mitigate any such withholding in a manner consistent with applicable Law.

(6) The Buyer Parties acknowledge that the agreements contained in this Section 13.5 are an integral part of this Agreement and that, without these agreements, Seller would not enter into this Agreement. Accordingly, if Buyer fails to promptly pay the Termination Payment due pursuant to Section 13.5(3) and, in order to obtain such Termination Payment, Seller commences any action, suit, litigation or other legal proceeding that results in a judgment against Faraday for the Termination Payment or any portion thereof, Faraday will pay to Seller (or as directed by Seller) its out-of-pocket costs and expenses (including attorneys' fees) in connection with such action, suit, litigation or other legal proceeding, together with interest on such amount or portion thereof at the annual rate of five percent (5%) plus the prime rate as published in The Wall Street Journal (or, in the event such rate is not published at the applicable time of calculation, the prime rate published by Bloomberg) in effect on the date that such payment or portion thereof was required to be made through the date that such payment or portion thereof was actually received, or a lesser rate that is the maximum

permitted by applicable Law. The Parties acknowledge that the Termination Payment reflects reasonable, proportionate compensation in the circumstances and is not intended to deter the Faraday Board from complying with its fiduciary duties.

(7) The Buyer Parties acknowledge that all of the payment amounts set out in this Section 13.5 are payments of liquidated damages which are a genuine pre-estimate of the damages which Seller will suffer or incur as a result of the event giving rise to such payment and the resultant termination of this Agreement and are not penalties. The Buyer Parties irrevocably waive any right they may have to raise as a defence that any such liquidated damages are excessive or punitive. For greater certainty, the Buyer Parties agree that, upon any termination of this Agreement under circumstances where Seller is entitled to the Termination Payment, and such payment is paid in full, the Buyer Parties and their respective Affiliates and its and their respective securityholders or Representatives shall be precluded from any other remedy against Seller, any of its Affiliates or any of its or their respective Representatives at Law, in equity, in Contract or otherwise (including, without limitation, an order for specific performance), and shall not seek to obtain any recovery, judgment, or damages of any kind, including consequential, indirect, or punitive damages, against Seller, any of its Affiliates or any of its or their respective Representatives in connection with this Agreement or the Contemplated Transactions.

ARTICLE 14
PUBLIC ANNOUNCEMENTS AND CONFIDENTIALITY

Section 14.1 Public Announcements and Disclosure.

The Parties shall consult with each other, provide each other with a reasonable opportunity (and in any event, at least five (5) Business Days prior to issuing any press release or otherwise making public statements or any other public disclosure with respect to the Contemplated Transactions or this Agreement or, in respect of the Buyer Parties, the San Manuel Site) to review and give due consideration to reasonable comments made by each other prior to issuing any press release or otherwise making public statements or any other public disclosure with respect to the Contemplated Transactions or this Agreement or, in respect of the Buyer Parties, the San Manuel Site; provided, however, that any such public statements or any other public disclosure proposed to be made by either of the Buyer Parties shall be in form and content acceptable to Seller, acting reasonably, and provided further that the foregoing shall be subject to each Party’s overriding obligation to make any disclosure or filing required under applicable Laws. If a Party is obligated to make such disclosure or filing under applicable Laws, such Party shall use commercially reasonable efforts to give prior oral or written notice to the other Party(ies), and if such notice is not possible, to give notice immediately following the making of such disclosure or filing. Notwithstanding the foregoing, no Party shall have an obligation to consult with the other Party(ies) in connection with any dispute between Seller and the Buyer Parties regarding this Agreement or the Contemplated Transactions. For greater certainty, following Closing, the Buyer Parties shall not be restricted on making any press release or otherwise making public statements or any other public disclosure in respect of the Transferred Assets or the Assumed Liabilities, provided that no members of the BHP Group are referred to therein.

Section 14.2 Confidentiality.

(1) Except as otherwise provided in this Agreement, each Party agrees, during the Interim Period and following Closing, that all information, data and information that such Party receives or acquires from another Party in connection with this Agreement or the Contemplated Transactions (“**Confidential Information**”) shall be kept confidential and shall not be disclosed to any Person that is not a Party.

(2) In complying with the foregoing, each Party shall use the same degree of care as would be used by a normally prudent Person in protecting its own proprietary and confidential information.

(3) Notwithstanding the foregoing:

(a) a Party shall not be required to keep confidential any Confidential Information that is:

(i) at the time of the disclosure, through no wrongful act or omission of such Party, part of the public domain;

(ii) independently developed by such Party; or

(iii) lawfully obtained by such Party from a third party that, to the knowledge of such Party, is not subject to restrictions of confidentiality with respect to such Confidential Information; and

(b) each Party shall have the right to disclose Confidential Information:

(i) to the extent permitted by this Agreement;

(ii) to the extent consented to by the other Party(ies);

(iii) to its Affiliates, provided that such Party shall be responsible for ensuring their compliance with this Section 14.2;

(iv) in respect of the Buyer Parties following the Closing, to a prospective assignee of their right, title or interest in the Transferred Assets (or any part thereof), provided that the Buyer Parties shall be responsible for ensuring their compliance with this Section 14.2;

(v) to a prospective acquiror of any interest in the Party or any of its Affiliates, provided that Party shall be responsible for ensuring their compliance with this Section 14.2;

(vi) on a need-to-know basis to professional advisors, including legal counsel and technical advisors, provided that such Party shall be responsible for ensuring their compliance with this Section 14.2;

(vii) on a need-to-know basis to its auditors, insurers, banks or other financial institutions, if such disclosure is reasonably necessary in connection with the services to be performed by them, provided that the Buyer Parties shall be responsible for ensuring their compliance with this Section 14.2;

(viii) on a need-to-know basis to a *bona fide* purchaser or prospective purchaser of securities or assets of a Party or any of its Affiliates or to a Party's or any of its Affiliates' respective financiers or prospective financiers, in each case if such disclosure is reasonably necessary in connection with the proposed transaction or relationship with such person and provided that such Party shall be responsible for ensuring their compliance with this Section 14.2;

(ix) to the extent required by applicable Law or the requirements of a Governmental Authority (which, for greater certainty, includes filing a conformed copy of this Agreement on Faraday's SEDAR+ profile and disclosing a summary of this Agreement in Faraday's public disclosure, so long as any such disclosure is approved by Seller prior to the first time it is publicly disclosed in accordance with Section 14.1); provided that, to the extent permissible by applicable Law, prompt notice, in writing, of the circumstances of the required disclosure is given to the other Party(ies), and the other Party(ies) is given the ability to object to such disclosure and, at its election, to take such steps as it considers necessary to maintain the confidentiality of the Confidential Information by the Governmental Authority (including steps to obtain a protective order or other assurance that confidential treatment will be accorded to the Confidential Information after the disclosure); and

(x) in legal, expert or arbitration proceedings involving the rights and obligations of a Party or its Affiliates (which proceedings shall be kept confidential to the extent permitted by applicable Law).

ARTICLE 15
TAX MATTERS

Section 15.1 Purchase Price Allocation.

(1) As soon as available, in any event no later than 45 days following the completion of Faraday's annual financial statements for the tax year, which includes the Closing Date, Buyer shall deliver to Seller a proposed allocation of the fair market value of the Consideration Shares, the Assumed Liabilities and any other consideration properly treated for applicable Tax purposes as paid for the Transferred Assets (as may be adjusted pursuant to this Agreement) among the Transferred Assets for Tax purposes using the allocation methodologies shown on Exhibit "O" (the "**Purchase Price Allocation Methodologies**") and in accordance with the principles of Section 1060 of the Code and the Treasury Regulations promulgated thereunder (the "**Allocation Exhibit**"). Seller shall have thirty (30) days following receipt of the proposed Allocation Exhibit to notify Buyer in writing of any objections with respect to the Allocation Exhibit. If Seller does not deliver a written notice of objection within such period, Seller shall be deemed to have accepted the Allocation Exhibit. If Seller does deliver a written notice of objection within such period, Buyer and Seller shall negotiate in good faith to resolve any disputes regarding the Allocation Exhibit, and if they cannot resolve the dispute within fifteen (15) days after Buyer receives notice from Seller of the disputed item, Buyer and Seller will refer such dispute to an independent, nationally recognized accounting firm for resolution (the "Accounting Referee") the costs of which will be borne equally by the Parties. The Accounting Referee will work to resolve such dispute promptly and, in any event, within thirty (30) days from the date the dispute is submitted to the Accounting Referee. The Parties will cooperate with the Accounting Referee during the term of its engagement. The Allocation Exhibit as agreed between Buyer and Seller, or as determined by the Accounting Referee, shall be final, and unless otherwise required by applicable Law or a "determination" within the meaning of Section 1313(a) of the Code (or any corresponding or similar provision of state, local or non-U.S. Law), each of the Parties agrees, and agrees to cause their respective Affiliates, to (a) file all Tax Returns (including, without limitation, an IRS Form 8594, "Asset Acquisition Statement Under Section 1060," incorporating the allocations set forth in the Allocation Exhibit, which such Parties shall use to report the Contemplated Transactions to the applicable Tax authorities consistent with the final Allocation Exhibit), and (b) not take any position inconsistent with the final Allocation Exhibit in any Tax Return, Tax audit or Tax proceeding. Each Party agrees to promptly provide the other Party with any other information required to complete IRS Form 8594. If any Tax Authority disputes the final Allocation Exhibit, the affected Party shall promptly notify the other Parties hereto of the nature of such dispute and shall

cooperate in good faith to preserve the effectiveness of the final Allocation Exhibit, to the extent consistent with applicable Law and the final decisions of such Tax Authority. The Allocation Exhibit shall be revised to take into account subsequent adjustments to the Consideration Shares (or the value thereof) or the Assumed Liabilities as mutually agreed upon by the Parties and in accordance with the provisions of section 1060 of the Code and the Treasury Regulations thereunder. The review and dispute procedures set forth above shall apply, mutatis mutandis, to any such revised Allocation Exhibit.

(2) Notwithstanding the foregoing, at least fifteen (15) Business Days prior to the Closing Date, Buyer shall deliver to the Seller a draft of the Allocation Exhibit (as defined above) prepared by Buyer in good faith, including the Buyer Parties' good faith estimate of the "sale price" to be inserted into Section 10 of the form required by A.R.S. § 11-1133. Buyer and Seller will discuss the draft of the Allocation Exhibit in good faith and agree that the aggregate "sale price" to be inserted into Section 10 of the form required by A.R.S. § 11-1133 shall be reported consistently on with the aggregate allocation of "sale price" to Class V assets on the Allocation Exhibit.

Section 15.2 Transfer Taxes.

The Buyer Parties shall, jointly and severally, pay all transaction privilege (including, without limitation and as applicable, city privilege), sales, use, stamp, excise, transfer, documentary, filing, value added, recordation, and other such Taxes, levies, penalties, interest, fees and charges, if any (including all real estate transfer Taxes, if any) imposed in connection with the consummation of the Contemplated Transactions (collectively, "**Transfer Taxes**") notwithstanding any provision of applicable Law imposing the burden of Transfer Taxes on Seller or any Buyer Party, as the case may be. Seller and the Buyer Parties shall cooperate in good faith with each other, and use their reasonable commercial efforts, to minimize Transfer Taxes. Without limiting the generality of the immediately preceding sentence, where appropriate, (a) a Party shall be properly licensed for Arizona transaction privilege tax purposes and shall in good faith promptly and properly complete, execute and deliver to the other Party resale, exemption, and/or similar certificates or other documentation necessary or appropriate under any applicable Law to eliminate or reduce the amount of Transfer Taxes imposed under applicable Law, and (b) the Parties shall consult and cooperate in good faith with each other on a timely basis in order to effectively handle and contest any audit, examination, investigation, or administrative, judicial, or other proceeding relating to Transfer Taxes. The Buyer Parties agree to reimburse Seller within fifteen (15) days after receipt of an invoice from Seller for any such Transfer Taxes paid by Seller after the Closing Date.

Section 15.3 Straddle Period Property Tax

Straddle Period Property Taxes will be allocated pro-rata based on days of ownership between Buyer and Seller. If the Straddle Period Property Tax is or was paid by Seller, Buyer is required to pay Seller for Buyer's pro-rata amount of Straddle Period Property Taxes within 60 days of being notified by Seller. If the Straddle Period Property Tax is paid by Buyer, Seller is required to pay Buyer for Seller's pro-rata amount of Straddle Period Property Taxes within 60 days of being notified by Buyer.

Section 15.4 Cooperation.

Each of Seller, on one hand, and the Buyer Parties, on the other hand, shall, and shall cause their respective Affiliates and Representatives to, cooperate fully as and to the extent reasonably requested by the other Party(ies) in connection with the preparation and filing of Tax Returns with respect to the Business and the Transferred Assets and any Tax claims, audits, examinations, litigation or other proceeding with respect to Taxes.

ARTICLE 16
RECORDS

Section 16.1 Retained Records and Excluded Records.

For a period of seven (7) years from the Closing Date or for such longer period as may be required by applicable Law, Seller will, and will use reasonable commercial efforts to procure that its Affiliates, retain all Excluded Records in their possession or control and existing on the Closing Date. So long as any Excluded Records are retained by Seller or its Affiliates pursuant to this Section 16.1, the Buyer Parties shall have the right to inspect and to make copies (at their own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of Seller and its Affiliates, provided that: (a) the Buyer Parties provide Seller with reasonable notice of any such request; (b) access to any materials contemplated in this Section 16.1 shall be provided in such manner not to interfere unreasonably with the business operations of Seller and its Affiliates; and (c) such information shall be deemed to be Seller's Confidential Information and subject to Section 14.2. Notwithstanding the foregoing, Seller shall not be obligated to provide access to, or to disclose, any information to the Buyer Parties if Seller reasonably determines that such disclosure would violate applicable Law, result in the disclosure of any information the disclosure of which would reasonably be expected to result in a violation of applicable Antitrust Laws or violate any obligations of Seller or its Affiliates with respect to confidentiality, jeopardize any attorney-client privilege or any other applicable privileges in respect of such information, or interfere unreasonably with the conduct of the business of Seller or its Affiliates. Seller has the right to have its Representatives present during any such inspection.

Section 16.2 Records Held by Buyer Parties.

For a period of seven (7) years from the Closing Date or for such longer period as may be required by applicable Law, the Buyer Parties will, and will cause its Subsidiaries to, retain all Records delivered to the Buyer Parties pursuant to Section 6.3. So long as any such Records delivered to the Buyer Parties pursuant to Section 6.3 are retained by the Buyer Parties pursuant to this Section 16.2, Seller shall have the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Buyer Parties, provided that: (a) Seller provides Buyer Parties with reasonable notice of any such request; (b) access to any materials contemplated in this Section 16.2 shall be provided in such manner not to interfere unreasonably with the conduct of the business operations of the Buyer Parties; and (c) such information shall be deemed to be the Buyer Parties' Confidential Information (other than any parts thereof that relate to any member of BHP Group's respective business, activities or operations that are not San Manuel Operations, which such information will remain Seller's Confidential Information) and subject to Section 14.2. The Buyer Parties have the right to have their Representatives present during any such inspection.

ARTICLE 17
FARADAY POST-CLOSING COVENANTS

Section 17.1 Operating Standards; Assumed Liabilities; Compliance.

(1) Without limiting anything else in this Agreement, from and after Closing, the Buyer Parties shall, and shall cause their Affiliates and their respective Representatives to:

   (a) adhere to appropriate international mining industry standards, including Good Mining Practices, in respect of all Environmental Activities, including Remediation, Reclamation, closure, inspections or monitoring or other related activities (including in respect of tailings, residues, waste rock, spoiled leach materials and other waste materials and related facilities), in carrying on the Buyer Parties' and their Affiliates' respective businesses and operations, at or in respect of San Manuel Lands and/or the San Manuel Facilities;

(b) pay, perform and discharge promptly when due any and all Assumed Liabilities (including any and all Environmental/Closure Liabilities) in accordance with the terms of such Liabilities;

(c) in carrying on the Buyer Parties' and their Affiliates' respective businesses and operations, at or in respect of San Manuel Lands and/or the San Manuel Facilities, comply in all material respects with:

(i) all Permits;

(ii) all applicable Environmental Laws; and

(iii) all other applicable Laws and requirements of any Governmental Authority in respect of Remediation, Reclamation, closure, inspections or monitoring or other related activities (including in respect of tailings, residues, waste rock, spoiled leach materials and other waste materials and related facilities); and

(d) obtain and maintain Faraday-Regulatory Financial Security and Faraday-BHP Financial Security as required from time to time under applicable Law, any Permit and/or by any Governmental Authority and this Agreement.

(2) The Buyer Parties shall, within sixty (60) days of December 31 of each calendar year (commencing the calendar year in which Closing occurs), deliver to Seller a certificate, in the form attached as Exhibit "P" signed by a senior officer of each Buyer Party, certifying compliance with Section 17.1(1). In addition, the Buyer Parties shall promptly notify Seller in writing of any breach of Section 17.1(1). The delivery by the Buyer Parties of such compliance certificates or any such notice shall not in any way change or modify the Buyer Parties' obligations pursuant to Section 17.1(1) or otherwise in this Agreement, or otherwise affect the remedies available to Seller under this Agreement.

Section 17.2 San Manuel Property Transfers.

(1) Without limiting the rights of Seller pursuant to the Investor Rights Agreement, the Buyer Parties shall not Transfer (as defined below) all or any legal or beneficial interest in the San Manuel Lands (or any part thereof) (which, for greater certainty, shall include any Transfer or issuance of any direct or indirect interest in the securities of Buyer that would result in Buyer ceasing to be a wholly-owned Subsidiary of Faraday) without the prior written consent of Seller (such consent not to be unreasonably withheld, conditioned or delayed), unless each of the following conditions is satisfied: (a) the proposed Transferee has financial and technical capacity, taken as a whole, reasonably comparable to that of Faraday and its Subsidiaries (on a consolidated basis) as at the Closing and the Buyer Parties shall have, at least seven (7) Business Days prior to completing the proposed Transfer, provided to Seller information evidencing the proposed Transferee's financial and technical capacity meeting the foregoing requirement of this clause (a); (b) the proposed Transferee enters into a written assumption agreement in favour of Seller, in form and substance reasonably satisfactory to Seller, acting reasonably and in good faith, pursuant to which the Transferee assumes, and agrees to be bound by, the obligations under this Agreement that are applicable to the Assumed Liabilities (including Environmental/Closure Liabilities) with respect to the interest being transferred

(including any and all Environmental/Closure Liabilities), Section 17.1, Section 17.2, Section 17.3 and the indemnification obligations under Section 10.5(2), Section 10.5(5), Section 10.8(3), Section 18.2, Section 19.3(a), Section 19.3(b), Section 19.3(c) and Section 21.12 and the provisions of Article 19 applicable to such indemnification obligations (or, if the proposed Transfer is in respect of less than all of the Buyer Parties' respective interests in any specific property comprising the San Manuel Lands, the proposed Transferee agrees in writing in favour of Seller, in form and substance reasonably satisfactory to Seller, acting reasonably and in good faith, to assume, pay, perform and discharge promptly when due any and all Assumed Liabilities (including any and all Environmental/Closure Liabilities) with respect to such property comprising the San Manuel Land an interest in which is being transferred and be bound in respect of the Buyer's obligations pursuant to such provisions of this Agreement, jointly and severally with the Buyer); and (c) the proposed Transferee is not a Sanctioned Person or other entity with whom Seller or any of its Affiliates are prohibited from doing business with under any Sanctions.

(2) Notwithstanding Section 17.2(1), the Buyer Parties may, without Seller's consent, Transfer minority interests in the San Manuel Lands to one or more third-parties, provided that: (a) no such Transfer, individually or together with any other Transfers, results in Buyer or Faraday ceasing to have a majority direct or indirect interest in and continuing to retain control of the San Manuel Lands and the San Manuel Operations; (b) the Buyer remains liable for all Assumed Liabilities (including Environmental/Closure Liabilities); (c) the Transferee does not obtain any management or operator rights with respect to the San Manuel Lands or San Manuel Operations or any veto or negative control rights with respect to the San Manuel Lands or San Manuel Operations that would prevent or limit in any respect the Buyer Parties compliance with any of their respective obligations under this Article 17; (d) the proposed Transferee is not a Sanctioned Person or other entity with whom Seller or any of its Affiliates are prohibited from doing business with under any Sanctions; and (e) the Buyer Parties provide Seller with not less than thirty (30) days' prior written notice of such Transfer.

(3) Notwithstanding Section 17.2(1), Buyer may at any time, with not less than thirty (30) days' prior written notice to Seller, Transfer all or any interest in the San Manuel Lands (or any part thereof) to any wholly-owned Subsidiary of Faraday (directly or indirectly), provided that such Subsidiary Transferee agrees in writing in favour of Seller, in a form acceptable to Seller, acting reasonably, to be bound jointly and severally with the Buyer by the terms of this Agreement applicable to the Assumed Liabilities (including any and all Environmental/Closure Liabilities), Section 17.1, Section 17.2, Section 17.3 and the indemnification obligations under Section 10.5(2), Section 10.5(5), Section 10.8(3), Section 18.2, Section 19.3(a), Section 19.3(b), Section 19.3(c) and Section 21.12 and the provisions of Article 19 applicable to such indemnification obligations, and subject at all times to the requirement that any such Subsidiary remain wholly-owned by Faraday (directly or indirectly), failing which such interest in the San Manuel Lands shall be immediately transferred back to Buyer or Faraday, at Faraday's election.

(4) For purposes of Section 17.2(1) and Section 17.2(2), "**Transfer**" means, with respect to any direct or indirect interest in the San Manuel Lands (or any part thereof), any direct or indirect sale, exchange, assignment, conveyance or other disposition of a legal or beneficial interest in all or any portion of such San Manuel Lands (including any reorganization, consolidation, amalgamation or merger of such Person pursuant to which such interest becomes the property of any other Person), whether or not for value, and "Transferee" and similar expressions shall have corresponding meanings; provided however that a "Transfer" shall not include any reorganization, consolidation, amalgamation or merger (or any similar internal restructuring) of such Person or its Affiliates pursuant to which such interest remains, directly or indirectly, within the same corporate group and there is no change in the ultimate beneficial ownership

or control of such interest; and provided further that a “Transfer” shall exclude any transaction to the extent it relates to securities in the capital of Faraday for such time as Faraday has a class of securities publicly listed on a stock exchange or to the securities in the capital of any Person who comes to control Faraday for such time as such Person has a class of equity securities publicly listed on a stock exchange (and not, for greater certainty, Faraday’s direct or indirect ownership interest in Buyer or either of the Buyer Parties’ interest in the San Manuel Lands). Notwithstanding the foregoing, “Transfer” shall not include the grant or creation of any license, easement, right of way, surface right, lease, sublease, permit or other similar right or interest in or affecting the San Manuel Lands in the ordinary course of business, provided that:

(a) such grant is in connection with the exploration and development of the Faraday Mineral Properties or the San Manuel Lands;

(b) such grant does not transfer title to, or exclusive possession (other than on a limited or non-material basis) of, all or any material portion of the San Manuel Lands;

(c) such grant does not materially impair the use, development or operation of the San Manuel Lands as a mining project;

(d) such grant does not result in a change of control of Buyer or any direct or indirect owner of the San Manuel Lands;

(e) such grant is not entered into for the purpose of circumventing the restrictions set forth in this Section 17.2; and

(f) (i) the Buyer Parties shall ensure such grantee’s compliance with Section 17.1 and this Section 17.2 and, as though such grantee were an Indemnifying Party, the indemnification obligations under Section 19.3(c) as they relate to such grantee’s compliance with Section 17.1 and this Section 17.2, (ii) the Buyer Parties shall remain liable to Seller (and each of the Seller Indemnified Parties) for such grantee’s breach of Section 17.1 (as though such grantee were a Representative or an Affiliate of the Buyer Parties), and (iii) any breach by such grantee of Section 17.1 shall be deemed to be a breach by the Buyer Parties, including for purposes of Section 19.3(c).

(5) The rights granted to Seller under Section 17.1, this Section 17.2 and Section 17.3, the rights granted pursuant to Sections 3.7 and 3.8 of the Investor Rights Agreement and the rights granted pursuant to the Water Supply Agreement shall run with the San Manuel Lands and shall be binding upon the Buyer Parties’ successors and permitted assigns. Buyer shall not consummate any Transfer of the San Manuel Lands (or any part thereof) without first complying with these provisions, and any purported transfer in violation of such sections shall be voidable at the election of Seller. Seller shall have the right to record a memorandum of such rights substantially in the form attached hereto as Exhibit “L” (the “**Memorandum of Rights**”) to be recorded in the official records of Pinal County, Arizona.

Section 17.3 Faraday-BHP Financial Security.

(1) Seller shall have the right (but not the obligation) to, at Seller’s cost, obtain an updated cost estimate from an independent qualified firm (the “**UCE Expert**”) of the aggregate Environmental/Closure Liabilities associated with the San Manuel Lands and the facilities and operations conducted thereon at such time (each, a “**UCE**”) at the following times:

(a) *[redacted – commercially sensitive information]*;

(b) *[redacted – commercially sensitive information]*; and/or

(c) *[redacted – commercially sensitive information]*.

(2) The Buyer Parties shall promptly notify Seller in writing of: (a) the commencement of mining or related activities that involve disturbing the San Manuel Lands for mining, processing or bulk sampling purposes (for greater certainty, other than ongoing inspection and maintenance activities consistent with the San Manuel Operations as conducted by Seller immediately prior to the Closing) on the San Manuel Lands (or any part thereof); and (b) the occurrence of any event impacting the San Manuel Lands (or any part thereof) that would reasonably be expected to materially increase the Environmental/Closure Liabilities.

(3) The Buyer Parties shall, and shall cause their Representatives to, at no cost to Buyer, cooperate with Seller and the UCE Expert in the UCE Expert's preparation of a UCE, including providing the UCE Expert and its Representatives reasonable access to the Buyer Parties' Representatives and the San Manuel Lands and facilities thereon, at mutually agreeable times during regular business hours, and such financial, operating and technical data and other information in the possession of the Buyer Parties and their Representatives as the UCE Expert reasonably requests to prepare the UCE.

(4) Seller shall provide the Buyer Parties with a copy of each UCE, which UCE shall be binding on Buyer Parties.

(5) If a UCE has been undertaken in accord with Good Mining Practice and exceeds the aggregate dollar value of the obligations secured by the then-existing Faraday-Regulatory Financial Security held by Governmental Authorities, the Buyer Parties shall promptly and in any event within thirty (30) days of the UCE being delivered to the Buyer Parties pursuant to this Section 17.3 (a) increase and deliver to each applicable Governmental Authority additional Financial Security and/or (b) obtain and deliver to Seller Financial Security acceptable to and in favour of Seller and its Affiliates (the "**Faraday-BHP Financial Security**"), such that the aggregate dollar value of the obligations secured by the total Faraday-Regulatory Financial Security and Faraday-BHP Financial Security then-maintained by the Buyer Parties is no less than such UCE.

Section 17.4 Scoping Study.

The Buyer Parties shall complete an internally prepared integrated San Manuel Site and Copper Creek Project study that is acceptable to the Faraday Board and the Technical Committee (as defined in the Investor Rights Agreement), acting reasonably, within *[redacted – commercially sensitive information]* of the Closing.

Section 17.5 Post-Closing Access and Information Rights of Seller.

The Buyer Parties shall, and shall cause their Affiliates and their respective Representatives to, provide Seller, its Affiliates and its and their respective Representatives with reasonable access upon reasonable notice by Seller during normal business hours (and at Seller's cost), to: (a) the San Manuel Lands and San Manuel Facilities for a period of thirty (30) days following Closing so that Seller may remove Excluded Assets following the Closing Date; and (b) the Buyer Parties' and their Affiliates' properties and books, Contracts, commitments, reports and other records, and financial, operating and technical data and other information in the possession of, or otherwise reasonably available to, the Buyer Parties and their Affiliates, related to the Buyer Parties' and their Affiliates' respective properties, business activities and operations, so that Seller may conduct reasonable inspections, investigations and audits relating to the Buyer Parties' compliance with their post-Closing covenants and agreements pursuant to this Agreement, including Section 17.1, Section 17.2, Section 17.3 and Section 17.6, provided that, the foregoing shall not require the Buyer Parties to provide access to Buyer Parties' Excluded Records.

Section 17.6 Removal of Signage, No Use of Trade Names.

The Buyer Parties will use their commercially reasonable efforts to remove from all Transferred Assets and all signage and other items the trade names related to Seller or its Affiliates at the San Manuel Site as promptly as practicable (and in any event within four (4) weeks) following the Closing Date. For greater certainty, the Buyer Parties shall, and shall cause their respective Affiliates and Representatives, to make no use of any trade names related to Seller or its Affiliates in any communications without Seller’s prior written consent, which consent may be withheld, conditioned or delayed at Seller’s sole discretion.

ARTICLE 18
ENVIRONMENTAL/CLOSURE LIABILITIES

Section 18.1 Acknowledgment with Respect to Environmental/Closure Liabilities.

The Buyer Parties acknowledge that Seller and its Affiliates, as direct or indirect former owners of the Transferred Assets may be subject to Environmental/Closure Liabilities with respect to the Transferred Assets. Without prejudice to the rights of the Buyer Parties in respect of the indemnities of Seller set out herein, the Buyer Parties irrevocably and unconditionally agrees that from Closing all such Environmental/Closure Liabilities will be retained, assumed and solely borne by Buyer, whether or not the costs of such Environmental/Closure Liabilities are less than or exceed the Buyer Parties’ estimate.

Section 18.2 Indemnity for Environmental/Closure Liabilities.

Without prejudice to the rights of the Buyer Parties in respect of the indemnities of Seller set out herein, the Buyer Parties shall defend, indemnify and hold harmless the Seller Indemnified Parties with respect to (a) any and all Environmental/Closure Liabilities relating to the Transferred Assets regardless of when occurring or incurred, or otherwise resulting from current, past or future activities related to mining, milling, exploration, Remediation, Reclamation, closure, inspections or monitoring, or other related activities (including in respect of tailings, residues, waste rock, spoiled leach materials and other waste materials and related facilities), and any and all Liabilities and Losses associated therewith including any obligation to perform, pay for or reimburse any Person for any Remediation or Reclamation relating to the Transferred Assets and/or in connection with current, past or future activities related to mining, milling, exploration, Remediation, Reclamation, closure, inspections or monitoring or other related activities (including in respect of tailings, residues, waste rock, spoiled leach materials and other waste materials and related facilities); (b) any and all Losses and Liabilities resulting from any failure of any Person to properly perform any Remediation or Reclamation relating to the Transferred Assets and/or in connection with current, past or future activities related to mining, milling, exploration, Remediation, Reclamation, closure, inspections or monitoring or other related activities; and/or (c) any and all Losses and Liabilities resulting from any Person’s (including, without limitation, Seller’s) breach or violation of or non-compliance with any Environmental Laws in connection with that Person’s ownership, use or operation of the Transferred Assets, including current, past or future activities related to mining, milling, exploration Remediation, Reclamation, closure, inspections or monitoring or other related activities (including in respect of tailings, residues, waste rock, spoiled leach materials and other waste materials and related facilities), regardless of when occurring or incurred. For greater certainty, such indemnity is not subject to any of the monetary limitations in Article 19.

ARTICLE 19
SURVIVAL AND INDEMNIFICATION

Section 19.1 Survival.

(a) The representations, warranties and covenants of the Buyer Parties hereunder, and in all other agreements, documents and certificates delivered pursuant to or contemplated by this Agreement, shall survive Closing and shall not merge on Closing; provided that the Buyer Parties shall not be required to indemnify or save harmless the Seller Indemnified Parties unless Seller has provided the Buyer Parties notice of a Claim within the following time limits with respect to:

(i) the representations and warranties set out in Section 8.23 (Taxes), no later than ninety (90) days after the expiry, if any, of the last applicable limitation period under any applicable Law with respect to any Tax period to which these matters relate;

(ii) the Buyer Parties Fundamental Representations and all pre-Closing covenants of the Buyer Parties, within six years following the Closing Date;

(iii) all other representations and warranties of the Buyer Parties, within two (2) years following the Closing Date; and

(iv) all post-Closing covenants of the Buyer Parties and all indemnification obligations pursuant to, Section 10.5(2), Section 10.5(5), Section 10.8(3), Section 18.2, Section 19.3(a), Section 19.3(b), Section 19.3(c), Section 19.3(e) and Section 21.12, indefinitely.

(b) The representations, warranties and covenants of Seller hereunder, and in all other agreements, documents and certificates delivered pursuant to or contemplated by this Agreement, shall survive Closing and shall not merge on Closing; provided that Seller shall not be required to indemnify or save harmless the Buyer Indemnified Parties unless the Buyer Parties have provided Seller notice of a Claim within the following time limits with respect to:

(i) the Seller Fundamental Representations and all pre-Closing covenants, within six years following the Closing Date; and

(ii) all other representations and warranties of Seller, within two years following the Closing Date.

(c) Notwithstanding anything to the contrary in this Agreement, other than the lapse of the applicable statute of limitations, there is no limitation as to time for claims against a Party based on actual and intentional fraudulent misrepresentation.

Section 19.2 Seller's Indemnification.

Subject to the provisions of Article 18 and subject to the limitations contained in this Article 19, Seller hereby agrees to defend, indemnify and hold harmless the Buyer Parties, their Subsidiaries and their respective Representatives (each, a "**Buyer Indemnified Party**" and collectively, the "**Buyer Indemnified Parties**") for, from and against:

(a) the Excluded Liabilities; and

(b) any and all Losses incurred by the Buyer Indemnified Parties:

(i) arising out of, based upon or caused by the inaccuracy of any representation or the breach of any warranty of Seller contained in this Agreement; or

(ii) arising out of, based upon or caused by the breach or non-performance of any covenant or agreement of Seller contained in this Agreement; and

(c) any and all Losses arising out of or relating to any actual fraud, wilful breach or intentional misrepresentation by Seller in respect of any representation, warranty, covenant or agreement of Seller contained in this Agreement.

Section 19.3 Buyer's Indemnification.

The Buyer Parties hereby agree on a joint and several basis to defend, indemnify and hold harmless Seller, its Affiliates (including each member of the BHP Group), and their respective Representatives (each, a "**Seller Indemnified Party**" and collectively, the "**Seller Indemnified Parties**") for, from and against:

(a) the Assumed Liabilities, including the Environmental/Closure Liabilities;

(b) any and all Liabilities arising out of, based upon or caused by of any act occurring or failing to occur on or after the Closing Date relating to the Buyer Parties' or their Subsidiaries' or their respective Representatives' ownership, use and/or operation of the Transferred Assets and/or the San Manuel Site from and after Closing;

(c) any and all Liabilities arising out of, based upon or caused by the breach or non-performance of any post-Closing covenant or agreement by the Buyer Parties or their Affiliates;

(d) any and all Losses incurred by the Seller Indemnified Parties:

(i) arising out of, based upon or caused by the inaccuracy of any representation or the breach of any warranty of Buyer contained in this Agreement; or

(ii) arising out of, based upon or caused by the breach or non-performance of any pre-Closing covenant or agreement of the Buyer Parties contained in this Agreement; and

(e) any and all Losses arising out of or relating to any actual fraud, wilful breach or intentional misrepresentation by either of the Buyer Parties in respect of any representation, warranty, covenant or agreement of either of the Buyer Parties contained in this Agreement.

Section 19.4 Conduct of Indemnified Claims

(1) In order to assert an indemnification claim hereunder, each Indemnified Party shall give prompt written notice to the Indemnifying Party of any action, claim, demand, discovery of fact, proceeding or suit (each, a "**Claim**") for which such Indemnified Party intends to assert a right to indemnification under this Agreement, together with the facts alleged to constitute the basis for such claim (taking into account information available to such Indemnified Party) and the amount claimed; *provided, however*, that no delay or deficiency on the part of such Indemnified Party in so notifying the Indemnifying Party shall relieve such Indemnifying Party of any

obligation hereunder except to the extent such Indemnifying Party has been prejudiced by such delay or failure.

(2) With respect to a Claim by a third party against an Indemnified Party where the Indemnified Party conducts the defense thereof on its own behalf:

(a) the Indemnified Party shall keep the Indemnifying Party reasonably and promptly informed of the status of such Claim and the defense thereof and shall consider in good faith reasonable recommendations made by the Indemnifying Party with respect thereto; and

(b) the Indemnified Party shall not, without the prior written consent of the Indemnifying Party (such consent not to be unreasonably withheld, conditioned or delayed), (a) settle, compromise or otherwise dispose of such Claim, (b) make any admission of liability or fault in respect of such Claim, or (c) make any payment in respect of such Claim, in each case to the extent such settlement, compromise, admission or payment would be binding upon or give rise to any Liability for which the Indemnifying Party would be obligated to indemnify the Indemnified Party hereunder.

(3) With respect to any Claim by a third party against an Indemnified Party that would not result in such Indemnified Party becoming subject to injunctive or other equitable relief or otherwise materially and adversely affect such Indemnified Party in any manner, and as to which the Indemnifying Party shall have confirmed in writing its obligation and ability to indemnify such Indemnified Party hereunder assuming the facts as alleged to be true (except as set forth in Section 19.4(8) with respect to Environmental/Closure Liabilities) the Indemnifying Party shall have the sole right to defend, settle or otherwise dispose of such Claim at the Indemnifying Party's cost and using counsel reasonably satisfactory to the Indemnifying Party, on such terms as the Indemnifying Party, in its sole discretion, shall deem appropriate, provided that the Indemnifying Party must elect to assume the defense by providing written notice not more than twenty (20) Business Days after its receipt of notice of such Claim from the Indemnified Party and provided that the Indemnified Party shall have the right to monitor the proceedings.

(4) Notwithstanding Section 19.4(3), the Indemnified Party shall have the right, upon written notice to the Indemnifying Party, to assume and thereafter conduct the defense, settlement or other disposition of any Claim by a third party against the Indemnified Party (at the cost and expense of the Indemnifying Party to the extent such Claim is subject to indemnification hereunder), if:

(a) the Indemnifying Party fails to notify the Indemnified Party in writing within the required period that it has elected to assume the defense of such Claim;

(b) the Indemnifying Party, having assumed the defense of such Claim, fails to diligently conduct such defense in good faith or in a commercially reasonable manner;

(c) such Claim involves, or the Indemnified Party reasonably determines that such Claim is reasonably likely to involve:

(i) injunctive or other equitable relief against the Indemnified Party;

(ii) material reputational harm to the Indemnified Party or any of its Affiliates;

(iii) a material adverse impact on the ongoing operations or business of the Indemnified Party or any of its Affiliates; or

(iv) a material conflict of interest between the Indemnified Party and the Indemnifying Party; or

(d) the Indemnifying Party is not reasonably able or is unwilling to confirm that it has the financial capacity to satisfy its indemnification obligations in respect of such Claim.

In such circumstances, the Indemnified Party shall be entitled to conduct and control the defense and settlement of such Claim with counsel of its choosing, and the Indemnifying Party shall remain liable for all Losses in respect thereof to the extent indemnifiable hereunder; provided that the Indemnified Party shall keep the Indemnifying Party reasonably and promptly informed of the status of such Claim and the defense thereof and shall consider in good faith reasonable recommendations made by the Indemnifying Party with respect thereto.

(5) The Indemnified Party shall not settle, compromise or otherwise dispose of any such Claim without the prior written consent of the Indemnifying Party (such consent not to be unreasonably withheld, conditioned or delayed) if such settlement would (a) impose any liability or obligation on the Indemnifying Party other than the payment of money damages or (b) fail to include a full and unconditional release of the Indemnifying Party in respect of such Claim.

(6) The Indemnifying Party shall obtain the written consent of such Indemnified Party, which shall not be unreasonably withheld, delayed or conditioned, prior to ceasing to defend, settling or otherwise disposing of any Claim if, as a result thereof, such Indemnified Party would reasonably be expected to become subject to injunctive or other equitable relief or the business of such Indemnified Party would reasonably be expected to be adversely affected in any manner. If the Indemnifying Party assumes the defense of any third party Claim, it shall keep such Indemnified Party reasonably advised of the status of such suit or proceeding and the defense thereof.

(7) Each party shall cooperate with the other in the defense of any Claim as reasonably requested by the other party, including by furnishing the other party with such information as it may have with respect to such Claim (including copies of any summons, complaint or other pleading which may have been served on such party and any written claim, demand, invoice, billing or other document evidencing or asserting the same).

(8) Notwithstanding the above, Seller shall always have the right to arrange for its representation and assume at its own expense the defense of any Claim by a third party made with respect to the Environmental/Closure Liabilities, subject to the Buyer Parties' right (at their own expense) to monitor and participate in the defense of such Claim. Seller's defense of any Claim by a third party related to Environmental/Closure Liabilities shall not relieve, impact or diminish in any way the Buyer Parties' obligations with respect to Environmental/Closure Liabilities as set forth in this Agreement.

Section 19.5 Mitigation.

In the event that an Indemnified Party suffers damage or loss in respect of which it has or makes a Claim against the Indemnifying Party for indemnification, such Indemnified Party shall take all commercially reasonable steps in a timely manner to mitigate the loss or damage, including seeking recovery under any applicable existing insurance policies or against third parties. No Indemnified Party shall be entitled to indemnification under this Article 19 to the extent it (or another Indemnified Party affiliated with it) actually recovers at any time on the subject Liability or Loss under an insurance policy. In the event such Indemnified Party recovers on the subject Loss or Liability under an insurance policy after an indemnification payment for such Loss or Liability has been made from the Indemnifying

Party, such Indemnified Party shall promptly reimburse the Indemnifying Party the applicable amount of the indemnification payment recovered under the insurance policy without demand, deduction, offset or delay. An Indemnifying Party shall not be liable under a Claim to the extent that the Loss or Liability that is the subject of the relevant Claim has already been recovered in respect of another Claim.

Section 19.6 Limitations.

(1) A notice of Claim under Sections 19.2(b) or 19.3(d) must be given prior to the expiration of the applicable survival period in Section 19.1, and any claim not made within such period shall be of no force or effect and shall not give rise to any obligation of the Indemnifying Party to indemnify or save harmless the Indemnified Party. Notwithstanding the foregoing, if, before the 5:00 p.m. (being 5:00 p.m. local time in the jurisdiction in which the address of the applicable Indemnifying Party set forth in Section 21.3 is located) on the last day of the applicable survival period, an Indemnifying Party shall have been notified in writing of a Claim for indemnity hereunder in accordance with the terms hereof and such claim shall not have been finally resolved or disposed of at such date, such Claim shall continue to survive and shall remain a basis for indemnity hereunder until such Claim is finally resolved or disposed of in accordance with the terms hereof.

(2) Subject to Section 19.6(4), no Seller Indemnified Party shall be entitled to require payment in respect of any Loss pursuant to the indemnities contained in Section 19.3(d)(i), excluding any such indemnification in respect of the Buyer Parties Fundamental Representations, and the Buyer Parties shall not be liable for any indemnity payment thereunder (a) unless and until the aggregate of all Losses suffered by, imposed upon or asserted against the Seller Indemnified Parties with respect to such matters exceeds an amount equal to *[redacted – commercially sensitive information]* of the Cap (the "**Threshold Amount**"), in which event the Seller Indemnified Parties shall be entitled to require payment on such indemnities on all such Losses, including the Threshold Amount; or (b) that arise from any individual item, occurrence, circumstance, act or omission (or series of related items, occurrences, circumstances, acts or omissions) unless and until the aggregate amount of Losses resulting therefrom exceeds *[redacted – commercially sensitive information]* (the "**Per Claim Amount**") nor shall any Losses excluded pursuant to this clause (b) be taken into account for purposes of determining whether the Threshold Amount has been exceeded in respect of Claims made by the Seller Indemnified Parties.

(3) Subject to Section 19.6(4), no Buyer Indemnified Party shall be entitled to require payment in respect of any Loss pursuant to the indemnities contained in Section 19.2(b)(i), excluding any such indemnification in respect of Seller Fundamental Representations, and Seller shall not be liable for any indemnity payment thereunder (a) unless and until the aggregate of all Losses suffered by, imposed upon or asserted against the Buyer Indemnified Parties with respect to such matters exceeds the Threshold Amount, in which event the Buyer Indemnified Parties shall be entitled to require payment on such indemnities on all such Losses, including the Threshold Amount; or (b) that arise from any individual item, occurrence, circumstance, act or omission (or series of related items, occurrences, circumstances, acts or omissions) unless and until the aggregate amount of Losses resulting therefrom exceeds the Per Claim Amount nor shall any Losses excluded pursuant to this clause (b) be taken into account for purposes of determining whether the Threshold Amount has been exceeded in respect of claims made by the Buyer Indemnified Parties.

(4) Notwithstanding anything to the contrary herein, the maximum aggregate liability of Seller, on one hand, and the Buyer Parties, on the other hand, in respect of the indemnities contained in

Section 19.2(b) and Section 19.3(d), respectively, shall not exceed an amount equal to *[redacted – commercially sensitive information]* of the Cap.

(5) For purposes of calculating Losses pursuant to Section 19.2(b)(i) and Section 19.3(d)(i) and for purposes of determining whether there has been any breach or inaccuracy of such representations and warranties, the representations and warranties given by Buyer and Seller, respectively, will be deemed to have been made without the inclusion of limitations or qualifications as to materiality, such as the words or expressions “material”, “materially”, “Material Adverse Effect”, “immaterial”, “in all material respects” or words or expressions of similar import.

Section 19.7 Exclusive Remedy.

Other than rights of the Parties to seek injunctive relief, specific performance or other equitable relief or remedies in accordance with Section 20.1(2), and Section 20.1(3) after Closing, (a) the rights of the Parties and the Indemnified Parties to indemnification relating to this Agreement or the Contemplated Transactions shall be strictly limited to those contained in Section 10.5(2), Section 10.5(5), Section 10.8(3), Section 18.2, Section 21.12 and this Article 19 and (b) such indemnification rights and such rights to seek injunctive relief, specific performance or other equitable relief remedies shall be the sole and exclusive remedies of the Parties hereto and the Indemnified Parties subsequent to the Closing Date with respect to any matter in any way relating to this Agreement or the Contemplated Transactions. To the maximum extent permitted by applicable Law, the Parties hereto, on behalf of themselves and any other Indemnified Parties, hereby waive all other rights and remedies with respect to any matter in any way relating to this Agreement or arising in connection herewith, whether under any Laws at common law, in equity or otherwise, other than rights of the Parties to seek injunctive relief, specific performance or other equitable relief or remedies in accordance with Section 20.1(2), Section 20.1(2) and Section 20.1(3). Except as provided in Section 10.5(2), Section 10.5(5), Section 10.8(3), Section 18.2, Section 21.12 and this Article 19 and, in respect of claims seeking injunctive relief, specific performance or other equitable relief or remedies in accordance with Section 20.1(2) and Section 20.1(3), no claim, action or remedy shall be brought or maintained by any Party against any other Party, and no recourse be brought or granted against any of them, by virtue of or based upon any alleged misstatement or omission respecting an inaccuracy in or breach of any of the representations, warranties, or agreements of any of the Parties hereto set forth or contained in this Agreement.

Section 19.8 Manner of Payment.

Any indemnification payment pursuant to Section 10.5(2), Section 10.5(5), Section 10.8(3), Section 18.2, Section 21.12 and this Article 19 shall be effected within ten (10) Business Days after the determination of such amount, whether pursuant to (a) a final judgement of a court of competent jurisdiction, (b) a final arbitral award or (c) a mutual written agreement of the Parties by either: (i) wire transfer of immediately available funds from the applicable Indemnifying Party to an account designated by the applicable Indemnified Party; or (ii) by mutual written agreement of Seller and the Buyer Parties, an adjustment to the Consideration Shares, valued based on the five (5)-day volume weighted average price of a Faraday Share on the TSX over the five (5) trading days immediately preceding the payment date and expressed in United States dollars based on The Bank of Canada USD:CAD daily rate on date immediately preceding the payment date.

Section 19.9 Insurance Proceeds.

(1) If, at any time after the date of this Agreement and prior to Closing, any loss, damage or diminution in value occurs with respect to any of the Transferred Assets (each, a “**Pre-Closing Loss**”), then, to the extent that Seller or any of its Affiliates receives any insurance proceeds

in respect of such Pre-Closing Loss, Seller shall pay or cause to be paid to the Buyer Parties, on or promptly following Closing, an amount equal to the aggregate of all such net insurance proceeds received by Seller or its Affiliates in respect of such Pre-Closing Loss.

(2) Seller shall, at Buyer Parties' sole cost and expense, use commercially reasonable efforts to pursue insurance claims in respect of any Pre-Closing Loss in a manner consistent with its past practice in respect of similar assets and risks and shall keep the Buyer Parties reasonably informed of the status of any such claims.

(3) For greater certainty:

(a) in the event that insurance proceeds in respect of a Pre-Closing Loss are received by Seller or any of its Affiliates after Closing, Seller shall promptly remit such net insurance proceeds to the Buyer Parties;

(b) any deductibles incurred by Seller in connection with such insurance proceeds may be deducted from the amounts payable to the Buyer Parties; and

(c) nothing in this Section 19.9 shall limit any other rights or remedies of the Buyer Parties under this Agreement in respect of any breach of covenant, representation or warranty relating to such Pre-Closing Loss.

ARTICLE 20
DISPUTE RESOLUTION; ARBITRATION

Section 20.1 Dispute Resolution; Injunctive Relief.

(1) Any disputes, disagreements, controversies, questions or Claims arising out of or relating to this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforcement thereof or in respect of any legal relationship associated with or derived from this Agreement (a "**Dispute**"), will be resolved by arbitration as provided in Section 20.2; provided, however, that a Party may apply to a court of competent jurisdiction to seek equitable relief, including interim injunctive or conservatory relief or specific performance or other equitable relief or remedies in accordance with Section 20.1(2), Section 20.1(2) and Section 20.1(3).

(2) Subject to Section 13.5, the Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the Parties agree that, subject to Section 13.5, in the event of any breach or threatened breach of this Agreement by a Party, the non-breaching Party will be entitled, without the requirement of posting a bond or other security, to equitable relief, including interim injunctive or conservatory relief or specific performance or other equitable relief or remedies and the Parties shall not object to the granting of injunctive relief, specific performance or other equitable relief or remedies on the basis that there exists an adequate remedy at law. Subject to Section 13.5 and Section 19.7, such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at Law or equity to each of the Parties. To the extent any Party brings any action or other legal proceeding to enforce specifically the performance of the terms and provisions of this Agreement when expressly available to such Party pursuant to the terms of this Agreement, the Outside Date shall automatically be extended by (a)(i) the amount of time during which such action or other legal proceeding is pending, plus (ii) twenty (20) Business

Days, or (b) such other time period established by the court presiding over such action, dispute, litigation or other legal proceeding.

(3) Before the appointment of the arbitral tribunal in accordance with Section 20.2, and in appropriate circumstances thereafter, either Party may apply to a court of competent jurisdiction for interim injunctive or conservatory relief. Such application of a Party to a court shall not be deemed to be an infringement or waiver of this arbitration agreement and shall not affect the powers of the arbitral tribunal. Any such application and any measures taken by a judicial authority following the appointment of the arbitral tribunal must be notified without delay to the arbitral tribunal.

Section 20.2 Arbitration.

(1) Subject to Section 20.1, any Dispute shall be finally resolved by administered by the Vancouver International Arbitration Centre ("**VanIAC**") in accordance with the VanIAC's current International Commercial Arbitration Rules (the "**VanIAC Rules**"), except to the extent of any conflicts between the VanIAC Rules and the provisions of this Agreement, in which case the provisions of this Agreement shall prevail. The following rules and procedures shall apply with respect to any Dispute to be arbitrated by the Parties under the terms of this Agreement.

(a) A Party may commence arbitration of a Dispute by delivering to the other Party(ies) a written notice of arbitration ("**Notice of Arbitration**"), which shall contain a description of the Dispute submitted for arbitration, including the relief sought.

(b) The number of arbitrators shall be three (3). Within fifteen (15) days of the Notice of Arbitration (or such other period of time as may be agreed to by the Parties), Seller shall appoint one (1) arbitrator and the Buyer Parties shall appoint one (1) arbitrator. If either Seller, on one hand, or the Buyer Parties, on the other hand, fails to appoint an arbitrator within such fifteen (15) day period (or such other period as may be agreed to by the Parties), the other Party(ies) shall be entitled to refer the matter to the VanIAC and the VanIAC shall appoint such first mentioned Party's arbitrator. The third (3rd) arbitrator, who shall chair the arbitrational tribunal, shall be designated by the two (2) appointed arbitrators within fifteen (15) days (or such other period of time as may be agreed to by the Parties) of the date on which the second of such two (2) appointed arbitrators has been appointed. If such two (2) appointed arbitrators fail to appoint the third (3rd) arbitrator within such period, any Party may apply to the VanIAC to select a third arbitrator in accordance with the VanIAC Rules. The chair shall be independent of the Parties and experienced and knowledgeable in respect of the matters subject to the Dispute as set out in the Notice of Dispute. The Parties shall each have the right to submit to its appointed arbitrator or to the VanIAC, as the case may be, a list of up to three (3) potential candidates for the chair of the arbitrational tribunal and reasonable regard will be given by such two (2) appointed arbitrators or the VanIAC, as the case may be, to the Parties' respective proposed candidates for the chair of the arbitrational tribunal in the selection process.

(c) The seat of arbitration shall be Vancouver, British Columbia and the arbitral proceedings shall be conducted in English.

(d) The arbitration award shall be final and binding on the Parties, and judgment on the award may be entered by any court of competent jurisdiction.

(e) The Parties agree that they will not appeal any arbitration decision to the VanIAC or any court of competent jurisdiction, other than as expressly provided for in the

International Commercial Arbitration Act (British Columbia). The parties acknowledge and agree that any such arbitration will be an “international commercial arbitration” for the purposes of the *International Commercial Arbitration Act* (British Columbia).

(f) The fees and other costs of the Parties, of the arbitrators and of VanIAC will be allocated between the Parties by the arbitration tribunal, having regard to the relative success of the applicable Parties in connection with the applicable Dispute.

(g) The Parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions and any awards) will not be disclosed beyond the arbitral tribunal, the Parties, their counsel and any other Person necessary to the conduct of the proceeding without the prior written consent of the Parties, except as may be required in judicial proceedings relating to the arbitration, in connection with an application by a Party to annul or enforce an arbitral award, as may be required by Law, or as ordered by an arbitral tribunal pursuant to a motion or application on notice to all Parties.

ARTICLE 21
MISCELLANEOUS AGREEMENTS OF THE PARTIES

Section 21.1 Amendment.

No provision of this Agreement may be amended, modified or waived except by an instrument in writing executed by all of the Parties hereto.

Section 21.2 Entire Agreement.

(1) This Agreement and the Exhibits and Schedules hereto supersede all prior agreements and understandings, negotiations, correspondence and discussions relating to the subject matter hereof (including the provisions of the LOI and Exclusivity Agreement and the Confidentiality Agreement, which are hereby terminated upon execution of this Agreement), other than the Contracts listed in Schedule 21.2.

(2) THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT NO REPRESENTATION, WARRANTY, PROMISE, INDUCEMENT, UNDERSTANDING, COVENANT OR AGREEMENT HAS BEEN MADE OR RELIED UPON BY ANY PARTY HERETO OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY OF THE OTHER TRANSACTION DOCUMENTS. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMER SET FORTH IN THE PRECEDING SENTENCE, NO PARTY NOR ANY OF ITS AFFILIATES HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTIES, IN ANY PRESENTATION OR WRITTEN INFORMATION GIVEN OR TO BE GIVEN IN CONNECTION WITH THE CONTEMPLATED TRANSACTIONS UNDER THIS AGREEMENT, OR IN ANY FILING MADE OR TO BE MADE BY OR ON BEHALF OF SUCH PARTY OR ANY OF ITS AFFILIATES WITH ANY GOVERNMENTAL AUTHORITY, AND NO STATEMENT MADE IN ANY SUCH PRESENTATION OR WRITTEN MATERIALS, MADE IN ANY SUCH FILING OR CONTAINED IN ANY SUCH OTHER INFORMATION SHALL BE DEEMED A REPRESENTATION OR WARRANTY HEREUNDER OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY HAS INFORMED IT THAT NO PERSON HAS BEEN AUTHORIZED BY SUCH PARTY OR ANY OF ITS AFFILIATES TO MAKE ANY REPRESENTATION OR WARRANTY IN CONNECTION WITH THE CONTEMPLATED TRANSACTIONS UNDER THIS AGREEMENT, UNLESS IN WRITING AND CONTAINED IN

THIS AGREEMENT OR IN ANY OF THE OTHER TRANSACTION DOCUMENTS TO WHICH SUCH PARTY IS A PARTY.

Section 21.3 Notices.

All communications required or permitted under this Agreement shall be in writing. Each notification, communication or delivery made under this Agreement shall be deemed to have been duly made if actually delivered or if mailed by registered or certified mail, postage prepaid, addressed as set forth in this Section 21.3, shall be deemed to have been duly made on the date delivered. Either Party may, by written notice so delivered to the other, change any address to which delivery shall thereafter be made.

(a) Notices to Seller:

BHP Copper Inc.
6840 North Oracle Road
Suite 100
Tucson, AZ 85704

Attention: *[redacted – personal information]*
E-mail: *[redacted – personal information]*

With a copy to:

Stikeman Elliott LLP
199 Bay Street, Suite 5300
Toronto, ON M5L 1B9
Attention: *[redacted – personal information]*
E-mail: *[redacted – personal information]*

and:

Snell & Wilmer
1 E. Washington Street, Suite 270000
Phoenix, AZ 85004
Attention: *[redacted – personal information]*
E-mail: *[redacted – personal information]*

(b) Notices to either of the Buyer Parties:

c/o Faraday Copper Corp.
2800 – 1055 Dunsmuir Street
PO Box 49225
Vancouver, BC
Canada V7X 1L2

Attention: *[redacted – personal information]*
E-mail: *[redacted – personal information]*

With a copy to:

McCarthy Tetrault LLP
66 Wellington Street West, Suite 5300

Toronto, ON M5K 1E6
Attention: *[redacted – personal information]*
E-mail: *[redacted – personal information]*

Section 21.4 Binding Effect.

Neither this Agreement nor any right or obligation created hereby is assignable by either Party except with the prior written consent of the other Party hereto, except (a) in respect of the Buyer Parties, assignments in connection with a Transfer of the San Manuel Lands made in accordance with and subject to the terms of Section 17.2; and (b) in respect of Seller, Seller may assign any of its rights, interests or obligations to any member of the BHP Group at any time following Closing without the consent of the Buyer Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

Section 21.5 No Waiver.

No waiver of any action or default by either Party will be implied from the failure by the other Party to take any action in respect of such action or default. No express waiver of any existing condition or default will affect any other condition or default or extend any period of time for performance other than as specified in that express waiver. One or more waivers of any default in the performance of any provisions of this Agreement will not be deemed a waiver of any subsequent default in the performance of the same provisions or any other provision. The consent to or approval of any act or request by either Party will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided in this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which either Party might otherwise have by virtue of a default under this Agreement and the exercise of any right or remedy by either Party will not impair that Party's standing to exercise any other right or remedy. No Party's rights under this Agreement will be deemed waived except by a writing signed by that Party. Without limitation, the occurrence of Closing shall not be deemed a waiver of either Party's rights except its right to refuse to close.

Section 21.6 Counterparts.

This Agreement may be executed in any number of counterparts, which taken together shall constitute one and the same instrument and each of which shall be considered an original for all purposes. Counterparts may be delivered either in original or electronically mailed PDF and the Parties adopt any signatures received by electronically mailed PDF as original signatures of the Parties.

Section 21.7 Expenses; Attorneys' Fees.

Except as otherwise provided in this Agreement, each Party hereto will bear and pay its own expenses of negotiating and consummating the Contemplated Transactions. The prevailing Party in any arbitration or other proceeding concerning the construction or interpretation of this Agreement or the breach by the other Party of this Agreement, or in any lawsuit or litigation to enforce any decision rendered in any such proceeding shall be entitled to that Party's reasonable attorneys' fees and court costs.

Section 21.8 Governing Law.

Article 5 and Article 12 (and the provisions of Section 1.2, Article 19 and Article 21 insofar as they relate to Article 5 and Article 12) only 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. All other provisions of this Agreement shall be governed by and construed in accordance with the laws of Arizona, United States and the federal laws of the United States applicable therein.

Section 21.9 Partial Invalidity.

In the event any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, unless the invalidity or unenforceability would cause a Seller Material Adverse Effect or a Faraday Material Adverse Effect, as applicable, in which event either Buyer or Seller may elect to terminate this Agreement without any Liability or penalty.

Section 21.10 Third Party Beneficiaries.

Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the Parties or their respective successors and permitted assigns any rights, remedies, or Liabilities under or by reason of this Agreement, except that: (a) (i) without limiting clause (c) of this Section 21.10, Section 10.5(2), Section 10.5(5), Section 10.8(3), Section 18.2, Section 21.12 and Article 19 (to the extent applicable to the Seller Indemnified Parties) shall also be for the benefit of the Seller Indemnified Parties; and (ii) Article 19 (to the extent applicable to the Buyer Indemnified Parties) shall also be for the benefit of the Buyer Indemnified Parties; (b) each Party hereby accepts such indemnity (as applicable) in favour of each of its respective Indemnified Parties who are not Parties as agent and trustee of each such Indemnified Party and each Party may enforce an indemnity in favour of any of that Party's Indemnified Parties on behalf of each such Indemnified Party; and (c) following Closing, the rights of Seller under this Agreement shall be for the benefit of each member of the BHP Group and to the extent Seller ceases to be a member of the BHP Group for any reason, such rights of Seller may be enforced by other members of the BHP Group.

Section 21.11 Survival.

Subject to Section 19.1, this Agreement shall survive Closing and the execution and delivery of all Transaction Documents made in connection herewith.

Section 21.12 Buyer Parties and Faraday Guarantee.

In connection with the Contemplated Transactions, Faraday hereby irrevocably, absolutely and unconditionally guarantees the due, punctual and complete performance and payment (and not merely collection) in full of all obligations and liabilities of Buyer and its Affiliates under this Agreement and each of the Transaction Documents, as and when due and payable or required to be performed pursuant to any provisions of this Agreement, subject to the terms and conditions thereof (the "**Guaranteed Obligations**") and agrees that Seller shall be entitled to enforce directly against Faraday any of the Guaranteed Obligations. Faraday acknowledges and agrees that it is liable for the Guaranteed Obligations as a primary obligor and not merely as a surety, and that Seller may proceed against Faraday as if Faraday were the primary obligor in respect of the Guaranteed Obligations, without any requirement to proceed first against, make demand on, or exhaust any recourse or security against Buyer or any other Person. To the fullest extent permitted by applicable Law, Faraday waives presentment to, demand of payment from and protest to any other Person of any of the Guaranteed Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment. The Guaranteed Obligations shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations, or otherwise, and shall be joint and several obligations of Faraday and Buyer. Without limiting the foregoing, the obligations of Faraday hereunder shall not be reduced, limited, impaired, discharged, terminated or otherwise affected by, and Faraday irrevocably waives any defense (other than payment or performance in full of the Guaranteed Obligations) based upon: (a) any amendment, variation, increase, renewal, extension, replacement or restructuring of any Guaranteed Obligation or any Transaction Document; (b) any extension of time, waiver, indulgence or other accommodation granted to, or compromise or settlement with, Buyer or any other Person; (c) any change in the corporate existence, structure, constitution, ownership or control of Buyer; or (d) the bankruptcy, insolvency, dissolution, winding-up, reorganization or similar proceeding of Buyer or any other Person, or any stay, discharge, compromise, release or modification of any Guaranteed Obligation effected in connection therewith. Notwithstanding any of the foregoing, nothing herein shall be deemed to waive or limit Faraday's ability to assert any claims, defenses or other rights that Buyer or any of its Affiliates may have under this Agreement or any Transaction Documents; provided that Faraday shall not assert any defense waived elsewhere in this Section 21.12. As a separate, independent and primary obligation, and without limiting the foregoing, Faraday agrees to indemnify and hold harmless the Seller Indemnified Parties against any loss, cost or liability suffered or incurred by any Seller Indemnified Party arising from any Guaranteed Obligation being or becoming void, voidable, invalid, illegal or unenforceable against, or irrecoverable from, Buyer or any of its Affiliates for any reason, whether or not known to Seller, the amount recoverable being equal to the amount Seller Indemnified Party would otherwise have been entitled to recover in respect of the Guaranteed Obligations; this indemnity shall be enforceable notwithstanding any unenforceability of the guarantee set out above. This guarantee shall be binding upon the successors and assigns of Faraday and shall inure to the benefit of Seller and its successors and assigns. Without limiting the generality of the foregoing, in the event that Faraday or any of its successors or assigns (i) consolidates, combines or amalgamates with, or merges into, any other Person and is not the continuing or surviving corporation or entity of such consolidation, amalgamation or merger or (ii) transfers or conveys in one transaction or a series of transactions all or substantially all of its properties and other assets to any Person, then, and in each such case, Faraday shall cause proper provision to be made so that such successor or assign shall expressly assume the obligations set forth in this Section 21.12.

[Signature page follows.]

EXECUTED as of the date first above written by a duly authorized Representative of Seller, Buyer and Faraday.

SELLER

BHP COPPER INC.

By: */Signed*
Name:
Title:

BUYER

REDHAWK COPPER - SAN MANUEL INC.

By: */Signed*
Name:
Title:

FARADAY COPPER CORP.

By: */Signed*
Name:
Title:

Exhibit "A"
Form of Approval Resolution

See attached.

RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. The issuance (the "**Issuance**") by Faraday Copper Corp. (the "**Company**") of up to [●] common shares in the capital of the Company issued from treasury (the "**Consideration Shares**") to BHP Copper Inc. ("**BHP**") or an affiliate of BHP, pursuant to the terms of the Purchase and Sale Agreement dated as of July 2, 2026 (the "**Purchase Agreement**") by and among BHP, the Company and Redhawk Copper - San Manuel Inc., a wholly-owned subsidiary of the Company (the "**Buyer**"), all in connection with the acquisition by the Buyer of, among other things, certain assets pertaining to the San Manuel copper mine and plant site, as provided for by the Purchase Agreement, and as more particularly described in the management information circular of the Company dated [●], 2026, is hereby authorized and approved.

2. The Consideration Shares will, when issued, be validly issued as fully paid and non-assessable common shares in the capital of the Company and, where applicable, the registrar and transfer agent of the common shares from time to time is hereby authorized upon receipt of a direction from any one director or officer of the Company to countersign and deliver certificates, or other evidence of issuance, in respect of the Consideration Shares.

3. The actions of the directors of the Company in approving the Issuance and the actions of the directors and officers of the Company in executing and delivering the Purchase Agreement and all documents ancillary thereto, and any amendments, are hereby ratified and approved.

4. Notwithstanding that this resolution has been passed (and the Issuance approved) by the shareholders of the Company, the directors of the Company are hereby authorized and empowered, without further notice to, or approval of, the shareholders of the Company:

   (a) to amend the Purchase Agreement to the extent permitted by the Purchase Agreement; and

   (b) subject to the terms of the Purchase Agreement, not to proceed with the Issuance.

5. Any one or more directors or officers of the Company is hereby authorized, for and on behalf and in the name of the Company, to execute and deliver, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions and the Purchase Agreement, including but not limited to: (a) all actions required to be taken by or on behalf of the Company, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and (b) the signing of the certificates, consents and other documents or declarations required under the Purchase Agreement or otherwise to be entered into by the Company, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

Exhibit “B”
Certificate Regarding Consideration Shares

[redacted – commercially sensitive information]

Exhibit "C"
Form of Bill of Sale

[redacted – commercially sensitive information]

Exhibit "D"
Form of Special Warranty Deed

[redacted – commercially sensitive information]

Exhibit "E"
Form of Quit Claim Deed

[redacted – commercially sensitive information]

Exhibit “F”
Form of Assignment and Assumption Agreement

[redacted – commercially sensitive information]

Exhibit “G”
Form of Water Supply Agreement

[redacted – commercially sensitive information]

Exhibit “H”
Transferor’s Affidavit of Non-Foreign Status

[redacted – commercially sensitive information]

Exhibit “I”
Form of Investor Rights Agreement

See attached.

[●]

and

FARADAY COPPER CORP.

INVESTOR RIGHTS AGREEMENT

Dated as of [●], 2026

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INVESTOR COVENANTS

ARTICLE 6
GENERAL PROVISIONS

ADDENDA

INVESTOR RIGHTS AGREEMENT

THIS AGREEMENT is made and entered into as of [●], 2026 between **[●]**, a corporation existing under the laws of Delaware (the "**Investor**"), and **FARADAY COPPER CORP.**, a corporation existing under the laws of the Province of British Columbia (the "**Company**").

WHEREAS pursuant to a Purchase and Sale Agreement dated as of [●], 2026 (the "**Purchase and Sale Agreement**") entered into among BHP Copper Inc., Redhawk Copper - San Manuel Inc. and the Company, the Company issued and delivered to the Investor, the sole stockholder of BHP Copper Inc., [●] Common Shares (as defined herein) as part of the consideration for the acquisition by Redhawk Copper - San Manuel Inc. of the Transferred Assets (as defined in the Purchase and Sale Agreement), all as more particularly set forth in the Purchase and Sale Agreement;

AND WHEREAS as of the date hereof, the Investor beneficially owns [●] Common Shares, representing a [●]% Investor's Percentage (as defined herein);

AND WHEREAS in connection with the transactions contemplated by the Purchase and Sale Agreement, the Company and the Investor desire to enter into this Agreement to set forth certain terms and provisions concerning the Investor's relationship with, and investment in, the Company;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the Parties (as hereinafter defined) hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each Party), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 Defined Terms

For the purposes of this Agreement (including the recitals and the Schedules hereto), unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"**5% Sale Notice**" has the meaning set out in Section 5.2(2)(a);

"**10% Threshold**" means 10.00% of the issued and outstanding Common Shares on a non-diluted basis, excluding any Equity Securities in respect of which the Anti-Dilution Right remains exercisable and any Top-Up Securities in respect of which the Top-Up Right remains exercisable, in each case, on the relevant date of calculation;

"**15% Threshold**" means 15.00% of the issued and outstanding Common Shares on a non-diluted basis, excluding any Equity Securities in respect of which the Anti-Dilution Right remains exercisable and any Top-Up Securities in respect of which the Top-Up Right remains exercisable, in each case, on the relevant date of calculation;

"**Abandonment Property**" has the meaning set out in Section 3.8;

"**Act**" means the *Business Corporations Act* (British Columbia);

"**Affiliate**" means, with respect to a specified Person, any other Person, whether now in existence or hereafter created, directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person; provided that in no event shall the

Company or any of its Subsidiaries be deemed to be Affiliates of the Investor or any of its Affiliates for purposes of this Agreement (or vice versa);

"**Agreement**" means this agreement and the Schedules attached hereto;

"**AML Laws**" means all applicable Laws relating to anti-money laundering, counter-terrorist financing, or recordkeeping and reporting requirements including the Money Laundering Control Act of 1986, the Bank Secrecy Act of 1970, and the USA PATRIOT Act of 2001 (each as amended), Part XII.2 (Proceeds of Crime) and section 354 of the Criminal Code (Canada) and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada);

"**Anti-Competitive Behaviour**" means any communication (by any means, whether electronic, written, verbal or otherwise), agreement (by any means, whether formal, informal, contractual, non-contractual, written or verbal) or other form of coordination or cooperation with any competitor (whether past, present or potential) that is unlawful or otherwise restricted or prohibited under applicable competition Laws;

"**Anti-Corruption Laws**" means all applicable anti-bribery or anti-corruption Laws including the *Corruption of Foreign Public Officials Act* (Canada), Part IV and section 426 of the Criminal Code (Canada), the Foreign Corrupt Practices Act of 1977 (United States), and other analogous Laws;

"**Anti-Dilution Right**" has the meaning set out in Section 3.3(1)(c);

"**Arbitrable Dispute**" has the meaning set out in Section 1.4(3);

"**Assumed Liabilities**" has the meaning set out in the Purchase and Sale Agreement;

"**At-the-Market Offering**" means a continuous offering of Equity Securities by the Company from treasury, effected from time to time through one or more registered dealers or agents acting on a commercially reasonable efforts basis, at prevailing market prices, by means of ordinary-course sales transactions on one or more recognized securities exchanges or marketplaces, pursuant to an at-the-market distribution program implemented by the Company pursuant to National Instrument 44-102 *Shelf Distributions*;

"**Board**" means the board of directors of the Company;

"**Board Observer**" has the meaning set out in Section 3.1(11);

"**Bought Deal Agreement**" has the meaning given to such term in Section 7.1(1) of National Instrument 44-101 *Short Form Prospectus Distributions*;

"**Bought Deal Financing**" means an offering of Equity Securities pursuant to a Bought Deal Agreement;

"**Business**" means the business and operations of the Company and its Subsidiaries as presently conducted (being the exploration and development of mineral projects in Arizona, U.S.A.) and as conducted from and after the date hereof from time to time;

"**Business Day**" means any day, other than (a) a Saturday, Sunday or statutory holiday in British Columbia, Canada; Ontario Canada; or Arizona, United States, and (b) a day on which banks are generally closed in British Columbia, Canada; Ontario Canada; or Arizona, United States;

"**Canadian Securities Commissions**" means the securities commissions or similar securities regulatory authorities in each of the provinces and territories of Canada;

"**CFC**" has the meaning set out in Section 3.18;

"**Change of Control Transaction**" means: (a) any direct or indirect take-over bid, tender offer, exchange offer or other similar transaction by any Person or group of Persons acting jointly (other than the Investor, any of its Affiliates or any other Person acting jointly or in concert with the Investor or any of its Affiliates) that if completed, would result in such Person or group of Persons acting jointly or in concert beneficially owning more than 50% of the then issued and outstanding Common Shares; (b) any plan of arrangement, merger, amalgamation, consolidation, securities exchange, business combination or other similar transaction or series of transactions, that if completed, would result in the holders of the Common Shares immediately prior to the consummation of such transaction or series of transactions holding less than 50.1% of the then issued and outstanding Common Shares immediately following such transaction or series of transactions; or (c) any direct or indirect sale, lease, transfer, exclusive license, conveyance or other disposition, in one or a series of transactions, of all or substantially all of the properties or assets of the Company and its Subsidiaries, taken as a whole, to any Person (other than to the Company or to any wholly-owned Subsidiary of the Company);

"**Code**" means the U.S. Internal Revenue Code of 1986;

"**Common Shares**" means the common shares in the capital of the Company and includes any other voting shares in the capital of the Company that may be issued hereafter and any shares into which such common shares or other voting shares may be converted, reclassified, subdivided, consolidated, exchanged or otherwise changed;

"**Company**" has the meaning set out in the recitals hereto, and includes all successors of the Company;

"**Company Arranged Purchasers**" has the meaning set out in Section 5.2(2)(a);

"**Company Indemnified Parties**" has the meaning set out in Section 4.6(2);

"**Company Placement Period**" has the meaning set out in Section 5.2(2)(a);

"**Company Technical Committee Members**" has the meaning set out in Section 3.2(1) and "**Company Technical Committee Member**" means any one of them;

"**Confidential Information**" has the meaning set out in Section 3.17;

"**Consideration Value**" has the meaning set out in Section 3.7(1);

"**Contract**" means any agreement, indenture, contract, lease, deed of trust, licence, option, instrument, arrangement, understanding, undertaking or other commitment, whether written or oral;

“**Convertible Securities**” means any option, warrant, right, units or other security or conversion right or privilege issued or granted by the Company that is exercisable or convertible into, or exchangeable for, or otherwise carries the right of the holder thereof to purchase or otherwise acquire any Common Shares or capital shares of the Company, including pursuant to one or more multiple exercises, conversions and/or exchanges;

“**Copper Creek Project**” means the Copper Creek Project as described in the Copper Creek Technical Report (as defined in the Purchase and Sale Agreement), and all options, interests and rights in various properties, units, claims, concessions, permits and leases relating thereto held, directly or indirectly, by the Company or any of its Affiliates from time to time;

“**Deferred Anti-Dilution Securities**” has the meaning set out in Section 3.3(8)(b);

“**Demand Registration**” has the meaning set out in Section 4.1(1);

“**Demand Registration Request**” has the meaning set out in Section 4.1(1);

“**Distribution Expenses**” means any and all fees and expenses incidental to the Company’s performance of, or compliance with, the terms of a Registration hereunder, including (without duplication): (a) Canadian Securities Commissions’, Canadian stock exchanges’ or other registration, listing and filing fees; (b) fees and expenses incurred in connection with compliance with Securities Laws; (c) printing, copying, messenger, delivery and translation expenses; (d) expenses incurred in connection with any “road show” and marketing activities; (e) reasonable fees, expenses and disbursements of legal counsel to the Company in all relevant jurisdictions; (f) reasonable fees, expenses and disbursements of the Company’s auditors in connection with a Registration, including the expenses of any special audits or “comfort” letters; (g) all rating agency fees; (h) all transfer agents’, depositaries’ and registrars’ fees; (i) in connection with any Piggyback Registration, reasonable legal fees and disbursements of legal counsel for the Investor in all relevant jurisdictions, up to *[redacted – commercially sensitive information]* in the aggregate per distribution contemplated hereby; and (j) any other fees, expenses and/or commissions payable to an underwriter, investment banker, manager or agent customarily paid by issuers or sellers of securities, other than Selling Expenses;

“**Early Termination Trigger**” means: (a) the entry into a definitive Contract by the Company or one or more of its Subsidiaries relating to a potential Change of Control Transaction; (b) the public announcement of a take-over bid, tender offer, exchange offer or other similar transaction that if completed, would result in a Person or group of Persons acting jointly or in concert (other than the Investor, any of its Affiliates or any other Person acting jointly or in concert with the Investor or its Affiliates) beneficially owning more than 50% of the then issued and outstanding Common Shares; (c) any material breach or violation by the Company of any of the terms of this Agreement, the Water Supply Agreement, the Offtake Rights Agreement or any of the Company’s or its Affiliates’ obligations under any of the Faraday Post-Closing Covenants; or (d) the occurrence of any event in respect of the Company’s or any of its Affiliates’ respective operations, or their respective Representatives taking or failing to take any action, that the Investor determines could reasonably be expected to cause reputational damage to the Investor or any of its Affiliates;

“**Encumbrance**” means any encumbrance, lien, charge, mortgage, hypothec, pledge, title retention agreement, security interest of any nature, adverse interest, adverse claim, exception, reservation, servitude, right of occupation, any matter capable of registration against title, option, right of pre-emption, privilege, other third party interest, lease, royalty or any Contract to create any of the foregoing;

"**Environment**" means any ambient air, workplace or indoor air, surface water, drinking water, groundwater, land surface, subsurface strata, sediment and natural resources;

"**Environmental/Closure Liabilities**" has the meaning given to it under the Purchase and Sale Agreement;

"**Environmental Laws**" means all applicable Laws related to: (a) the Environment, including pollution, contamination, cleanup, preservation, protection, Remediation or reclamation of the Environment; (b) occupational health and safety; (c) any Release or threatened Release, including investigation, study, assessment, testing, monitoring, containment, removal, Remediation, cleanup or abatement of such Release or threatened Release; or (d) the management, generation, processing, labeling, registration, use, treatment, handling, storage, disposal, transportation, re-use, recycling or reclamation of any Hazardous Substance, including the *Comprehensive Environmental Response, Compensation and Liability Act* (42 U.S.C. § 9601 *et seq.*), the Water Quality Assurance Revolving Fund, (A.R.S. § 42-281 et seq.), the *Hazardous Materials Transportation Act* (49 U.S.C. § 5101 *et seq.*), the *Solid Waste Disposal Act* (as amended by the *Resource Conservation and Recovery Act*) (42 U.S.C. § 6901 *et seq.*), the *Clean Water Act* (33 U.S.C. § 1251 *et seq.*), the *Clean Air Act* (42 U.S.C. § 7401 *et seq.*), the *Safe Drinking Water Act* (42 U.S.C. § 300f *et seq.*), the *Toxic Substances Control Act* (15 U.S.C. § 2601 *et seq.*), the *Federal Insecticide, Fungicide and Rodenticide Act* (7 U.S.C. § 136 *et seq.*), the *National Historic Preservation Act* (16 U.S.C. §470), the *Endangered Species Act* (16 U.S.C. §§ 1531, *et seq.*), the *Mine Safety and Health Act* (30 U.S.C. § 801 *et seq.*) and the *Occupational Safety and Health Act* (29 U.S.C. § 651 *et seq.*), each of their state and local counterparts or equivalents, as each has been amended and the regulations promulgated pursuant thereto.

"**Equity Financing**" has the meaning set out in Section 3.3(1);

"**Equity Financing Notice**" has the meaning set out in Section 3.3(1)(a);

"**Equity Financing Notice Period**" has the meaning set out in Section 3.3(1)(d);

"**Equity Securities**" has the meaning set out in Section 3.3(1);

"**Exchange**" means the TSX and any other stock exchange, market or trading or quotation facility on which any securities of the Company are listed or quoted for trading from time to time;

"**Excluded Commodity Financing**" means any transaction to the extent such transaction provides for financing, prepayment or monetization in respect of Products in the form of any streaming arrangement, offtake, metal purchase or forward sale agreement pursuant to which a Person is entitled to receive minerals or refined metals (or the value thereof) at a fixed, discounted or otherwise formula-based price calculated by reference to Products or their value or any metal loan or prepayment financing arrangement pursuant to which consideration is provided upfront in exchange for the future fixed delivery of minerals or payments calculated by reference to Products or their value (but for greater certainty a transaction that would otherwise constitute a Royalty shall not be considered an Excluded Commodity Financing and therefore be excluded from the definition of Royalty solely because payments may be settled with in-kind delivery of Products);

"**Existing Participation Rights**" has the meaning set out in Section 3.3(3);

"**Faraday Post-Closing Covenants**" means the covenants, obligations and agreements of any of the Buyer Parties (as defined under the Purchase and Sale Agreement) pursuant to Article 17 of the Purchase and Sale Agreement;

"**Faraday-BHP Financial Security**" has the meaning given to it under the Purchase and Sale Agreement;

"**Faraday-Regulatory Financial Security**" has the meaning given to it under the Purchase and Sale Agreement;

"**Good Mining Practice**" means, in relation to activities related to exploration, development, mining, milling, processing, Remediation, Reclamation, closure, inspections or monitoring, or other related activities (including in respect of tailings, residues, waste rock, leach materials and other waste materials and related facilities), those mining and environmental practices, methods, standards and acts engaged in or approved by a Person which, in the conduct of its undertaking, exercises that degree of safe and efficient practice, diligence, prudence, stewardship, and foresight reasonably and ordinarily exercised by skilled and experienced operators engaged in the international mining industry;

"**Governmental Authority**" means: (a) any multinational, federal, state, provincial, territorial, regional, municipal, local or other government, governmental or public department, central bank, Tax Authority, court, tribunal, arbitral body, commission, board, ministry, bureau or agency, domestic or foreign, whether having jurisdiction in Canada, the United States, or elsewhere; (b) any stock exchange; (c) any Canadian Securities Commission; (d) any subdivision, agent, commission, board or authority of any of the foregoing; or (e) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, antitrust, foreign investment, expropriation or taxing authority under or for the account of any of the foregoing;

"**Government Official**" means (a) any official (elected or appointed), officer, or employee of a Governmental Authority or any department, agency or instrumentality thereof, including any employee, representative, or agent (paid or unpaid) of a state-owned or controlled entity, public international organization, political party or organization or candidate thereof, or (b) any person acting in an official capacity or who holds or performs the duties of an appointment, office or position created by custom or convention, for or on behalf of any such Governmental Authority, department, agency, instrumentality, public international organization, political party, organization, or candidate;

"**Hazardous Substances**" means any pollutant, contaminant, chemical, petroleum or any fraction thereof, asbestos or asbestos-containing material, polychlorinated biphenyls, or industrial, solid, toxic, radioactive or hazardous substance, material, waste or agent, including all substances, materials, wastes or agents which are identified, regulated, the subject of liability or requirements for Remediation or Reclamation under, or otherwise subject to, any Environmental Law;

"**Independent Valuator**" means an independent adjudicator, mutually acceptable to the Investor and the Company, each acting reasonably, who shall be a partner from PricewaterhouseCoopers LLP, Ernst & Young LLP, KPMG LLP or Deloitte LLP with at least 10 years of relevant experience in the mineral resources industry;

“**Indigenous Claim**” means any actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim, assertion or demand resulting therefrom or any actual or asserted aboriginal interest, right, title or claim of whatever nature or kind, whether proven or unproven, made by any Indigenous Group in relation to all or any portion of the Projects;

“**Indigenous Group**” means any Indian or Indian Band, First Nation person or people, Indigenous person or people, native person or people, tribal or band council or other Indigenous organization, including any Indian tribe, band, nation, pueblo, village or community, or any person or group asserting or otherwise claiming an Indigenous or treaty right, including title, or any other Indian, Indigenous or First Nation interest, and any Person or group representing, or purporting to represent, any of the foregoing;

“**Investor**” has the meaning set out in the recitals hereto, and includes all successors and permitted assigns of the Investor, and for the avoidance of doubt, for purposes of Section 3.18, “**Investor**” shall mean [●], as the initial Investor, its successors and permitted assigns, in each case for and with respect to any period during which any such Person who, for or with respect to such period, is or was a then-current holder of Common Shares;

“**Investor Indemnified Parties**” has the meaning set out in Section 4.6(1);

“**Investor Technical Committee Members**” has the meaning set out in Section 3.2(1) and “**Investor Technical Committee Member**” means any one of them;

“**Investor’s Designee**” has the meaning set out in Section 3.1(2);

“**Investor’s Percentage**” means the percentage of issued and outstanding Common Shares owned beneficially by the Investor and its Affiliates, collectively, at a specified time and calculated by multiplying 100% by a fraction, the numerator of which is the aggregate number of Common Shares owned beneficially by the Investor and its Affiliates, collectively, at such specified time of determination and the denominator of which is the number of issued and outstanding Common Shares at such specified time of determination (excluding any Common Shares in respect of which the Anti-Dilution Right remains exercisable and any Top-Up Securities in respect of which the Top-Up Right remains exercisable, in each case, as at such specified time of determination); provided that, unless otherwise specified herein, in determining the Investor’s Percentage at a specified time: (a) any Common Shares issued as a result of any Equity Financing or Top-Up Offering shall be disregarded for purposes of calculating the Investor’s Percentage and the Investor, together with its Affiliates, shall be deemed to own beneficially the percentage of Common Shares they respectively would have owned beneficially at such specified time of determination as if such Equity Financing or Top-Up Offering, as the case may be, had not occurred, unless and until (i) in respect of any such Equity Financing, the Company has delivered to the Investor an Equity Financing Notice in respect of such Equity Financing and prior to the expiry of the Equity Financing Notice Period, the Investor provides the Company with written notice of its intention to not exercise or defer the exercise of its Anti-Dilution Right and/or (ii) in respect of any such Top-Up Offering, the Investor fails to exercise its Top-Up Right in accordance with Section 3.4(5), and, in which case (in respect of clause (i) and/or (ii), as applicable), the number of Common Shares issued in connection with any such Equity Financing or any such Top-Up Offering shall be included in the total number of issued and outstanding Common Shares for the purposes of determining the Investor’s Percentage; and (b) solely for purposes of calculating the Investor’s Percentage at a specified time of determination in order to determine the maximum number of Equity Securities that the Investor is entitled to subscribe for and purchase pursuant to the exercise of the Anti-Dilution Right and/or Top-Up Right, the aggregate number of Common Shares owned beneficially by the Investor and its Affiliates, collectively, shall be reduced by the Secondary Market Investor Share Balance as at such specified time of determination;

“**Laws**” means all laws (including common law), by-laws, statutes, rules, regulations, orders, writs, decrees, declarations, treaties, rulings, ordinances, judgments, injunctions, determinations, awards or other requirements, whether domestic, foreign, or supranational, of or from any Governmental Authority (for greater certainty, including any self-regulatory authority and any stock exchange), and the term “applicable” with respect to any such Laws and in a context that refers to a Person, means such Laws as are applicable to such Person and/or its Affiliates or their business, undertaking, assets, property or securities and emanate from a Person having jurisdiction over such Person and/or its Affiliates or its or their business, undertaking, assets, property or securities;

“**Liability**” means any and all debts, obligations, liabilities, undertakings or commitments, whether now existing or hereafter arising, whether now known or hereafter becoming known, whether accrued, determined, absolute or contingent, express or implied, and whether created by Law, Contract or otherwise, including any obligation to perform or to pay for Remediation or Reclamation;

“**material change**” means a material change for the purposes of Securities Laws or, where undefined under Securities Laws, means a change in the business, operations, affairs, liabilities (absolute, accrued, contingent or otherwise), capital, operations, financial condition, properties, prospects or assets of a Person that would reasonably be expected to have a significant effect on the market price or value of its securities and includes a decision to implement such a change made by the board of directors (or similar governing body) of such Person, or, alternatively, by senior management of such Person, where they believe that confirmation of the decision by the board of directors of such Person, is probable;

“**Material Contracts**” means, collectively, the material Contracts of the Company and its Subsidiaries set out in Section 8.6(2) of the Buyer Parties Disclosure Letter (as defined in the Purchase and Sale Agreement), and any and all other Contracts, commitments, agreements (written or oral), instruments, leases or other documents or arrangements to which the Company or its Subsidiaries are a party or to which their properties or assets are otherwise bound, and which are material to the Company and its Subsidiaries, on a consolidated basis, or are material to any of the Projects, and “**Material Contract**” means any one of them;

“**material fact**” means a material fact for the purposes of Securities Laws or, where undefined under Securities Laws, means a fact that would reasonably be expected to have a significant effect on the market price or value of a Person’s securities;

“**Material Projects**” means the San Manuel Project and the Copper Creek Project;

“**Material Properties**” means, collectively, all Mining Rights and all Real Property held now or in the future by any of the Company or its Affiliates relating to any of the Material Projects, as the context requires;

“**Maximum Offering Size**” has the meaning set out in Section 4.1(2);

“**Minimum Sale Price**” has the meaning set out in Section 5.2(2)(a);

“**Mining Rights**” means all permits, licences, mining claims, mining leases, mining concessions and any other forms of mineral or mining tenure or rights for the purposes of prospecting, exploration, development, extraction or exploitation of Products, whether contractual, statutory or otherwise, or any interest therein and includes all present or future renewal, extension, modification, substitution, amalgamation, succession, conversion, lease replacement, renaming or variation of any of those rights, including exploitation or exploration rights or additional acquired interests that derive directly from those rights (or the Mining Rights represented thereby);

“**NI 45-106**” means National Instrument 45-106 *Prospectus Exemptions*;

“**NI 51-102**” means National Instrument 51-102 *Continuous Disclosure Obligations*;

“**Non-Cash Transaction**” means a transaction pursuant to which the Company issues Equity Securities for non-cash consideration, or as a result of a consolidation, amalgamation, merger, joint venture, arrangement, corporate reorganization or similar transaction or business reorganization resulting in a combined company, excluding such transactions where the Company would not be the surviving entity as a publicly traded company;

“**Non-Employee Investor Designee**” means an Investor’s Designee who is not, and has not within the preceding 12 months been, an officer or employee of the Investor or any of its Affiliates;

“**Notice of Intention**” has the meaning set out in Section 3.4(2);

“**Objection Notice**” has the meaning set out in Section 3.7(2);

“**Offtake Rights Agreement**” means Offtake Rights Agreement dated effective the date hereof between [●], Redhawk Copper - San Manuel Inc., [●] and the Company, and includes any offtake agreement entered into pursuant to the Offtake Rights Agreement;

“**Outstanding Equity Securities**” means the total number of issued and outstanding Common Shares, on a fully-diluted basis;

“**Parties**” means the parties to this Agreement, and “**Party**” means any one of them;

“**Permit**” means, with respect to any Person, any consent, authorization, approval, order, license, franchise, permit, certificate, qualification, accreditation, registration, filing, plan, reclamation plan, notice or similar requirement (including applications) of, issued by, from or to, or other act by or in respect of, any Governmental Authority together with any present or future renewal, extension, modification, substitution, amalgamation, succession, conversion, lease replacement, renaming or variation thereof;

“**Permitted Anti-Dilution Securities**” has the meaning set out in Section 3.3(8)(a);

“**Permitted Encumbrances**” means any of the following:

(a) exceptions and reservations contained in any grants from any Governmental Authority of any owned, leased or licensed Properties and the usual statutory exceptions and reservations to title;

(b) all applicable Laws, by-laws, regulations and restrictions;

(c) any right of expropriation vested in any governmental or public body or authority;

(d) Encumbrances for real property Taxes (which term includes charges, rates, assessments, local improvement rates and other governmental charges or levies) or charges for electricity, power, gas, water and other services and utilities in connection with the relevant Material Properties that, in each case, are not yet due and owing;

(e) all applicable development, subdivision, use and site plan agreements, or similar agreements, that are registered on title, provided (i) that the same are complied with insofar as they affect or relate to the relevant Material Properties, (ii) that no such agreement materially interferes with the present use or impairs the value of the relevant Material Properties, and (iii) all securities posted under such agreements have been released;

(f) all servitudes, rights of way, licenses, encroachments or adverse interests affecting the Material Properties including servitudes or reserves regarding Mining Rights, and including any unregistered servitudes or rights of way which affect the land, including the right of public utilities to occupy a part of the property to install any circuits, poles and necessary equipment required for the connection or the network, in each case that do not materially impair the present use or value of the relevant Material Property;

(g) encroachments, title defects, irregularities and other matters disclosed by any survey or certificate of location made available to the Investor by the Company which, individually or in the aggregate, do not materially impair the present use (including exploration as presently conducted) or value of the relevant Material Property provided such easements or a servitude have been complied with; or

(h) any Encumbrances created by this Agreement and/or filed by or at the request of the Investor or which are otherwise expressly approved by the Investor in writing;

"**Person**" means any individual, corporation, company, limited partnership, general partnership, joint stock company, limited liability company, joint venture, association, trust, bank, trust company, pension fund, business trust or other organization, whether or not a legal entity and any Governmental Authority;

"**PFIC**" has the meaning set out in Section 3.18(2);

"**PFIC Annual Information Statement**" has the meaning set out in Section 3.18(2);

"**Piggyback Notice**" has the meaning set out in Section 4.3(1);

"**Piggyback Registration**" has the meaning set out in Section 4.3(1);

"**Piggyback Request**" has the meaning set out in Section 4.3(1);

"**Products**" means any and all minerals or mineral substances of every nature and kind, including metals, precious metals, base metals, industrial minerals, commercially valuable rock, clays and other materials in whatever form or state which are mined, excavated, extracted, or recovered, including from any processing or reprocessing of any tailings, waste rock or other waste product, and including any metal bearing products processed or otherwise recovered or produced, including copper concentrates, copper cathodes, molybdenum concentrates and any other products resulting from the refining of materials derived therefrom;

"**Projects**" means the Material Projects, and those options, interests and rights in such other units, claims, concessions, permits and leases held, directly or indirectly, by the Company, as mutually agreed to by the Parties from time to time to constitute a "Project" for the purposes of this Agreement;

"**Properties**" means, collectively, all Mining Rights and all Real Property held now or in the future by any of the Company or its Affiliates relating to any of the Projects;

"**Property Transfer Offer**" has the meaning set out in Section 3.7(1);

"**Property Transfer ROFR Offer**" has the meaning set out in Section 3.7(1);

"**Property Transfer ROFR Exercise Period**" has the meaning set out in Section 3.7(3);

"**Property Transfer Vendor**" has the meaning set out in Section 3.7(1);

"**Proposed Property Transfer**" has the meaning set out in Section 3.7(1);

"**Prospectus**" means, as the context requires, a "preliminary prospectus," "amended and restated preliminary prospectus" and a "final prospectus", as those terms are used in National Instrument 41-101 *General Prospectus Requirements* (including, for greater certainty, a Shelf Prospectus), including all amendments and supplements thereto;

"**Public Disclosure Documents**" means, collectively, the Company's annual reports, financial statements, information circulars, material change reports, technical reports, press releases and any and all other documents filed by the Company under its corporate profile on SEDAR;

"**Purchase and Sale Agreement**" has the meaning set out in the recitals hereto;

"**QEF Election**" has the meaning set out in Section 3.18(2);

"**Qualifying Jurisdictions**" means each of the provinces and territories of Canada (other than Québec);

"**Real Property**" means all real and immovable properties, rights, title and interest, whether contractual, statutory or otherwise, and any access rights, easements, leases, rights of way, occupancy rights, surface rights, servitudes, superficies rights, buildings, structures, fixtures and other real or immovable property, but excluding any Mining Rights;

"**Reclamation**" means any and all cleanup, restorative, monitoring, sampling, testing, remedial, removal, response, and corrective actions, measures and work, including as required by any Governmental Authority or under any Law (including Environmental Laws), Contract or Permit;

"**Registrable Shares**" means any Common Shares that the Investor or any of its Affiliates beneficially owns or has the right to acquire pursuant to any Convertible Securities;

"**Registration**" means the qualification under any of the Securities Laws of the distribution of Registrable Shares, as a secondary offering, to the public in any or all of the provinces and territories of Canada pursuant to a Prospectus;

“**Release**” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, or other release of any Hazardous Substance at, in, on, into or onto the Environment, including, without limitation, the migration of any Hazardous Substance through or in the Environment, the abandonment or discard of barrels, containers, tanks or other receptacles containing any Hazardous Substance, or any release, emission or discharge as those terms are defined in any applicable Environmental Law;

“**Remediation**” means any investigation, study, assessment, testing, monitoring, containment, removal, remediation, response, cleanup or abatement of any threatened or actual Release or presence of or exposure to any Hazardous Substance, including as required by any Governmental Authority or under any Law (including Environmental Laws), Contract or Permit;

“**Representatives**” means, in respect of any Person, any director, officer, general partner, limited partner, manager, member, employee, agent, legal counsel, financial advisors and accountants, and in the case of the Investor and its Affiliates, includes any Investor’s Designee and Investor Technical Committee Member;

“**Rights Offering**” means a rights offering by the Company that is open to all Shareholders;

“**Royalty**” means any kind of royalty, whether as an interest in land or contractual and whether issued by the Company or any of its Affiliates, in respect of which royalty payments are to made by reference to any Products mined, excavated, produced or otherwise recovered from the San Manuel Lands (or any part thereof), and includes any transaction that provides for substantially the same economic rights as a royalty; provided that, for greater certainty, a Royalty shall not include an Excluded Commodity Financing or, where a transaction provides for, in part, an Excluded Commodity Financing and in part a Royalty, the part of any such transaction that is an Excluded Commodity Financing;

“**Royalty Financing**” means any financing transaction pursuant to which the Company or any of its Affiliates Transfers a Royalty to any third party;

“**Royalty Financing Notice**” has the meaning set out in Section 3.6(1);

“**Royalty Financing ROFR Exercise Period**” has the meaning set out in Section 3.6(2);

“**ROFR Lands**” means the Real Property and Mining Rights in respect of the geographic areas outlined as “BHP Property – ROFR” and as identified in the maps attached hereto as Schedule “B”;

“**San Manuel Lands**” has the meaning ascribed to such term in the Purchase and Sale Agreement, and includes any renewal, extension, modification, substitution, amalgamation, succession, conversion, lease replacement, renaming or variation of any Real Property or Mining Rights comprising the San Manuel Lands, in each case confined to the geographic areas outlined as “BHP Property” or “BHP Leasehold” and as identified on the maps attached hereto as Schedule “C”;

“**San Manuel Project**” means the Company’s and any of its Affiliates’ right, title and interest in and to the San Manuel Site (as defined in the Purchase and Sale Agreement), including the San Manuel Lands, and all options, interests and rights in various properties, units, claims, concessions, permits and leases relating thereto held, directly or indirectly, by the Company or any of its Affiliates from time to time;

“**Sanctioned Person**” means any Person: (a) who is a restricted or prohibited Person as designated or included in any list of designated or restricted parties under any export control or economic sanctions Laws of Canada, the United States or any other applicable Sanctions Authority; (b) a Person domiciled, organized, or resident in, a Sanctioned Territory; (c) an entity 50% or more owned or controlled (as defined in accordance with applicable Law) by any of the foregoing Persons in clauses (a) or (b) hereof; or (d) any other Person who is the subject or target of Sanctions;

“**Sanctioned Territory**” means at any time, a country or territory which is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such country, territory or government including, without limitation, the so-called Donetsk People’s Republic and the territory it controls in the Donetsk oblast of Ukraine, the so-called Luhansk People’s Republic and the territory it controls in the Luhansk oblast of Ukraine, Russia, Cuba, Iran, North Korea, Syria, the Crimea Region of Ukraine and the areas of the Zaporizhzhia and Kherson Regions of Ukraine occupied by the Russian Federation;

“**Sanctions**” means the economic sanctions Laws, trade embargoes, export controls or restrictive measures administered, enacted or enforced by any Sanctions Authority;

“**Sanctions Authority**” means the government of the United States and any of its agencies (including the Office of Foreign Assets Control of the United States Treasury Department or the U.S. Department of State), Canada (including Global Affairs Canada and Public Safety Canada), the United Nations Security Council, the European Union or any of its member states, the United Kingdom (including His Majesty’s Treasury) or any other relevant sanctions authority;

“**Secondary Market Investor Share Balance**” means, for purposes of calculating the Investor’s Percentage at a specified time of determination in order to determine the maximum number of Equity Securities that the Investor is entitled to subscribe for and purchase pursuant to the exercise of the Anti-Dilution Right and/or Top-Up Right, such number of Common Shares beneficially owned by the Investors and its Affiliates, collectively, as at such specified time of determination calculated as follows:

(a) as of the date of this Agreement, the Secondary Market Investor Share Balance is nil (i.e., zero); and

(b) as at any specified time of determination following the date of this Agreement, the Secondary Market Investor Share Balance is the greater of:

(i) nil (i.e., zero); and

(ii) the sum of:

(A) the aggregate number of Common Shares that, as at such specified time of determination, have been purchased by the Investor or any of its Affiliates on the secondary market (i.e., not from treasury) following the date of this Agreement; *minus*

(B) the aggregate number of Common Shares that, as at such specified time of determination, have been Transferred by the Investor or any of its Affiliates to any Person who is not the Investor or any of its Affiliates following the date of this Agreement;

provided that, in the event that the Company subdivides, redivides or otherwise changes the then outstanding number of Common Shares into a greater number of Common Shares or reduces, combines, consolidates or otherwise changes the then outstanding number of Common Shares into a lesser number of Common Shares, the number of Common Shares referred to clauses (A) and (B) above (and the Secondary Market Investor Share Balance calculated on the basis thereof) shall be adjusted in an identical manner;

"**Securities Laws**" means, collectively, and as the context may require, the applicable securities Laws of each of the provinces and territories of Canada or other applicable jurisdictions applicable to the Company from time to time, and all regulations, published policy statements, decisions, orders, rules, instruments, rulings and published interpretation notes issued thereunder or in relation thereto, and all rules and policies of any Exchange;

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval+ maintained on behalf of the Canadian Securities Administrators;

"**Selling Expenses**" means any and all underwriters' discounts and commissions;

"**Significant Non-Cash Transaction**" means any Non-Cash Transaction pursuant to which the Company issues Equity Securities for non-cash consideration having an aggregate value in excess of *[redacted – commercially sensitive information]*, as determined in good faith by the Company;

"**Significant Non-Cash Transaction Offer Notice**" has the meaning set out in Section 3.4(2);

"**Share Incentive Plan**" means any plan of the Company in effect from time to time pursuant to which Common Shares may be issued, or Convertible Securities may be granted, to directors, officers, employees, and/or consultants, of the Company and/or its Subsidiaries, including, for greater certainty, the amended and restated long-term incentive plan of the Company dated effective June 20, 2023, as amended, supplemented or modified in accordance with its terms;

"**Shareholders**" means holders of Common Shares, and "**Shareholder**" means any one of them;

"**Shelf Prospectus**" means a Prospectus used to qualify a distribution of securities in Canada on a delayed or continuous basis, pursuant to National Instrument 44-101 *Short Form Prospectus Distributions*, or any successor to such instrument;

"**Specified Taxable Year**" has the meaning set out in Section 3.18;

"**Start of Commercial Production**" means the date on which there occurs the first *bona fide* sale of commercial volumes of Products derived from ore from the San Manuel Project following the date hereof, other than any sale arising from trial mining, commissioning activities, test runs, pilot operations or bulk sampling.

"**Subsidiary**" means with respect to any Person, any other Person which is controlled directly or indirectly by that Person, and "**Subsidiaries**" means all of such other Persons;

"**Suspension Period**" has the meaning set out in Section 4.1(4);

“**Tax**” or “**Taxes**” means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Authority, including all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes (including, without limitation, taxes relating to the transfer of interests in Real Property or entities holding interests therein), franchise taxes, licence taxes, mining taxes, withholding taxes, payroll taxes, employment taxes, excise, severance, social security, government pension plan premiums and contributions, workers’ compensation, employment insurance or compensation taxes or premium, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any Tax indemnity obligations, and any interest, penalties or additional amounts imposed by any Tax Authority (domestic or foreign), and any interest, penalties, additional taxes and additions to tax imposed with respect to any of the foregoing, in each case whether disputed or not;

“**Tax Act**” means the *Income Tax Act* (Canada);

“**Tax Authority**” means a Governmental Authority having jurisdiction over the assessment, determination, collection or imposition of any Tax;

“**TC Mandate**” has the meaning set out in Section 3.2(1);

“**Technical Committee**” has the meaning set out in Section 3.2(1);

“**Technical Committee Members**” has the meaning set out in Section 3.2(1) and “**Technical Committee Member**” means any one of them;

“**Top-Up Offering**” has the meaning set out in Section 3.4(1);

“**Top-Up Right**” has the meaning set out in Section 3.4(1);

“**Top-Up Right Acceptance Notice**” has the meaning set out in Section 3.4(5);

“**Top-Up Right Notice Period**” has the meaning set out in Section 3.4(5);

“**Top-Up Right Offer Notice**” has the meaning set out in Section 3.4(4);

“**Top-Up Securities**” has the meaning set out in Section 3.4(1);

“**Transfer**” includes any direct or indirect sale, transfer, pledge, hypothecation, loan, assignment, granting of any option, right or warrant to purchase (including any short sale, put option, call option, swap, forward, hedge or any other agreement or arrangement to transfer the economic consequences of ownership), or other disposition; provided that, for the avoidance of doubt, for purposes of Section 3.7, “Transfer” means, with respect to any direct or indirect interest in the San Manuel Lands (or any part thereof) held by a Person, any sale, exchange, transfer, disposition, assignment, grant, conveyance, lease, license, gift, alienation, creation of an Encumbrance or other transaction, whether voluntary, involuntary or by operation of Law, pursuant to which legal or beneficial ownership of all or any portion of such interest passes from the holder thereof to another Person (including any reorganization, consolidation, amalgamation or merger of such Person pursuant to which such interest becomes the property of any other Person), whether or not for value; and further provided that "Transfer" for purposes of Section 3.7 shall exclude any transaction to the extent it relates to securities in the capital of the Company or any Person who comes to control the Company in a Change of Control Transaction, in each case, for so long as such Person's securities are publicly listed on an Exchange (and not, for greater certainty, the Company's direct or indirect ownership interest in any Subsidiary holding any right, title or interest in the San Manuel Lands (or any part thereof)).

"**Transfer Restriction Outside Date**" means the earliest to occur of: (a) **[●]**, 2027[1]; and (b) any Early Termination Trigger;

"**TSX**" means the Toronto Stock Exchange or any successor thereto;

"**Valid Business Reason**" has the meaning set out in Section 4.1(4); and

"**Water Supply Agreement**" means the Water Supply Agreement dated effective the date hereof between [●], Redhawk Copper – San Manuel Inc. and the Company.

Section 1.2 Rules of Construction

In this Agreement:

(a) the terms "Agreement", "this Agreement", "the Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;

(b) references to an "Article", "Section" or "Schedule" followed by a number or letter refer to the specified Article, Section of or Schedule to this Agreement;

(c) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;

(d) words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders;

(e) the word "including" is deemed to mean "including without limitation";

(f) any reference to any Contracts, including this Agreement, means such Contracts as amended, modified, replaced or supplemented from time to time;

(g) a Person is considered to "control" another Person if: (i) the first Person beneficially owns or directly or indirectly exercises control or direction over securities of the second Person carrying votes which, if exercised, would entitle the first Person to elect a majority of the directors of the second Person, unless that first Person holds the voting securities only to secure an obligation; (ii) the second Person is a partnership, other than a limited partnership, and the first Person holds more than fifty percent (50%) of the interests of the partnership; (iii) the second Person is a limited partnership, and the general partner of the limited partnership is the first Person; or (iv) the first Person otherwise possesses, directly or indirectly, the power to direct or cause the direction

[1] **Note to Completion**: Insert date that is 12-months from the date of this Agreement.

of the management and policies of the second Person, whether through ownership of voting securities of the second Person, by Contract or otherwise, and “controlling” and “controlled by” shall have correlative meanings;

(h) any reference to a statute, regulation or rule shall be construed to be a reference thereto as the same may from time to time be amended, re-enacted or replaced, and any reference to a statute shall include any regulations or rules made thereunder;

(i) all dollar amounts refer to Canadian dollars unless stated otherwise;

(j) any time period within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and

(k) whenever any action is required to be taken or period of time is to expire on a day other than a Business Day, such action shall be taken or period shall expire on the next following Business Day.

Section 1.3 Time of Essence

Time shall be of the essence of this Agreement.

Section 1.4 Governing Law; Submission to Jurisdiction; Dispute Resolution

(1) Section 3.7, Section 3.8 and Section 3.11 (and the provisions of Section 1.1, Section 1.2, Section 1.3, Section 1.5 and Section 1.6 insofar as they relate to Section 3.7, Section 3.8 and Section 3.11) only shall be governed by and construed in accordance with the laws of Arizona, United States and the federal laws of the United States applicable therein. All other provisions of this Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

(2) Other than in respect of an Arbitrable Dispute, each of the Parties irrevocably and unconditionally (a) submits to the non-exclusive jurisdiction of the courts of the Province of British Columbia over any action or proceeding arising out of or relating to this Agreement, (b) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts, and (c) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

(3) Notwithstanding Section 1.4(2), solely in respect of any disputes, disagreements, controversies, questions or claims arising out of or relating to Section 3.7, Section 3.8 and Section 3.11 (and the provisions of Section 1.1, Section 1.2, Section 1.3, Section 1.5 and Section 1.6 insofar as they relate to Section 3.7, Section 3.8 and Section 3.11), including with respect to the formation, applicability, breach, termination, validity or enforcement of Section 3.7, Section 3.8 and Section 3.11 (and the provisions of Section 1.1, Section 1.2, Section 1.3, Section 1.5 and Section 1.6 insofar as they relate to Section 3.7, Section 3.8 and Section 3.11) or in respect of any legal relationship associated with or derived from Section 3.7, Section 3.8 and Section 3.11 (and the provisions of Section 1.1, Section 1.2, Section 1.3, Section 1.5 and Section 1.6 insofar as they relate to Section 3.7, Section 3.8 and Section 3.11 (an “**Arbitrable Dispute**”)), Article 20 (Dispute Resolution; Arbitration) of the Purchase and Sale Agreement is incorporated by reference herein (*mutatis mutandis*) and all Arbitrable Disputes shall be subject to and resolved in accordance with Article 20 (Dispute Resolution; Arbitration) of the Purchase and Sale Agreement (*mutatis mutandis*).

Section 1.5 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any Party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Section 1.6 Entire Agreement

This Agreement, the Purchase and Sale Agreement, the Water Supply Agreement and the Offtake Rights Agreement including in each case, for greater certainty, the Schedules hereto and thereto, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein or therein.

Section 1.7 Schedules

The following Schedules are attached to and form an integral part of this Agreement:

Schedule “A” - Registration Procedures
Schedule “B” - ROFR Lands
Schedule “C” - San Manuel Lands

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Company

The Company hereby represents, warrants and covenants to the Investor, as of the date hereof, as follows and acknowledges that the Investor is relying on such representations and warranties and covenants in connection with the entering into of this Agreement and the transactions contemplated herein:

(a) **Organization.** The Company is duly incorporated, validly existing and in good standing under the Laws of its jurisdiction of organization, and has full corporate power and capacity to own and lease its property and to carry on the Business. The Company is duly qualified, licensed or registered to carry on business in the jurisdictions in which it carries on business and owns property where so required by the Laws of such jurisdictions, and is not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document. No proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing, or seeking to revoke, limit or curtail, such power, capacity or qualification.

(b) **Authorization.** The Company has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Company and is a valid and binding agreement of the Company enforceable against the Company by the Investor in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction. No other corporate proceedings are necessary to authorize the execution, delivery and performance of this Agreement or the completion of the transactions contemplated hereby.

(c) **No Violation**. The execution and delivery of this Agreement by the Company will not result in either: (i) the breach or violation of any of the provisions of or constitute a default under or conflict with or cause the acceleration of any obligation of the Company under, or give any Person a right to terminate, cancel or modify (A) any Material Contract, (B) any provision of the constating documents of the Company or any resolution of the Shareholders or Board (or any committee thereof) of the Company, (C) any applicable Laws, or (D) any Permit necessary to the operation of the Business; or (ii) the creation or imposition of any Encumbrance (other than Permitted Encumbrances) on any material assets of the Company including the Material Properties.

Section 2.2 Representations and Warranties of the Investor

The Investor hereby represents, warrants and covenants to the Company, as of the date hereof, as follows and acknowledges that the Company is relying on such representations and warranties and covenants in connection with the entering into of this Agreement and the transactions contemplated herein:

(a) **Organization**. The Investor is duly incorporated and is a company validly existing and in good standing under the Laws of its jurisdiction of organization.

(b) **Authorization**. The Investor has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Investor and is a valid and binding agreement of the Investor enforceable against the Investor by the Company in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws and to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction. No other corporate proceedings of the Investor are necessary to authorize the execution, delivery and performance of this Agreement or the completion of the transactions contemplated hereby.

(c) **No Violation**. The entering into of this Agreement will not result in a violation of any of the terms and provisions of any Law applicable to the Investor or its constating documents.

ARTICLE 3
CORPORATE GOVERNANCE

Section 3.1 Board Representation

(1) Unless otherwise consented to in writing by the Investor, the number of directors constituting the full Board shall at all times be comprised of 10 or fewer directors, including the Investor's Designees.

(2) The Investor shall be entitled (but not required) to: (a) at any time that the Investor's Percentage (i) is equal to or greater than the 15% Threshold or (ii) has not fallen below the 15% Threshold, calculated on a daily basis, for any continuous 30-day period, designate two individuals to be appointed to the Board; and (b) at any other time while this Agreement remains in effect, designate one individual to be appointed to the Board (each such individual designated by the Investor, including any such individual's replacement designated by the Investor, an "**Investor's Designee**", and, collectively, the "**Investor's Designees**"), provided, in each case, that as a condition to any Investor's Designee's appointment to the Board, such Investor's Designee must (x) meet the applicable director eligibility requirements under applicable Laws and (y) deliver to the Company a consent to act as a director of the Company.

(3) The Company and the Board shall (within 10 Business Days after receiving such notice from the Investor) take any and all actions that are necessary, to the fullest extent permitted by Law and the Company's constating documents, to cause each Investor's Designee to be appointed to the Board to serve as a member of the Board for a term expiring not earlier than the closing of the Company's next annual meeting of Shareholders at which directors of the Company are to be elected, provided that each such Investor's Designee consents in writing to serve as a director and is, and remains, eligible under the Act and under the rules of the Exchange to serve as a director. Each Investor's Designee shall be afforded equal and, in any event, no less favourable treatment as other members of the Board including with respect to any right or entitlement to receive the same information and materials concurrently and in substantially the same manner, the benefit of indemnification, exculpation and director liability insurance in accordance with Section 3.1(10) and equivalent compensation in accordance with Section 3.1(9). For the avoidance of doubt, nothing in this Agreement shall prohibit, constrain or otherwise restrict any Investor's Designee from carrying out its duties as a director of the Company.

(4) The Company shall: (a) in respect of each meeting of Shareholders at which directors of the Company are to be elected and at every reconvened meeting following an adjournment or postponement thereof, nominate, endorse, recommend and, to the fullest extent permitted by Law, and take any and all actions that are necessary to ensure that each Investor's Designee is elected to the Board, including to: (i) nominate for election and include in any management information circular (or submit to Shareholders by written consent, if applicable) each individual designated as an Investor's Designee; (ii) recommend and endorse (and reflect such recommendation and endorsement in any management information circular or in any written consent submitted to Shareholders for the purpose of electing directors of the Company) that the Shareholders vote in favour of each director nominated by the Company, including the Investor's Designees; and (iii) solicit, obtain proxies in favour of and otherwise support the election of, each such Investor's Designee at the applicable meeting of Shareholders, in a manner no less favourable than the manner in which the Company supports its other nominees for election at the applicable meeting of Shareholders; (b) take all steps which may be necessary or appropriate to recognize, enforce and comply with the rights of the Investor under this Article 3; and (c) not take, authorize or approve any action that would or would reasonably be expected to, individually or in the aggregate, eliminate, materially limit or otherwise frustrate in any material respect the rights of the Investor under this Article 3.

(5) The Company shall notify the Investor in writing promptly upon determining the date of any meeting of Shareholders at which directors of the Company are to be elected and the Investor shall advise the Company and the Board of the name of the Investor's Designees, if any, within 10 Business Days after receiving such notice in writing.

(6) If the Investor does not advise the Company and the Board of the identity of any Investor's Designee or does not advise the Company that it wishes to decline to designate an Investor's Designee for nomination for election at the relevant meeting of Shareholders within the time set forth in Section 3.1(5), then the Investor will be deemed to have designated its incumbent designee, if any, for nomination for election at the relevant meeting of Shareholders. If there is no incumbent designee, the Investor will be deemed to have waived its rights in respect of Section 3.1(4) in respect of the relevant meeting of Shareholders (and only the relevant meeting of Shareholders).

(7) If an Investor's Designee is not elected by Shareholders or ceases to hold office as a director of the Company for any reason, the Investor shall be entitled (but not required) to designate an individual to replace such Investor's Designee and the Company shall to the fullest extent permitted by Law and the Company's constating documents, promptly take all steps as may be necessary to cause the Board to appoint as soon as practicable such individual to the Board to replace the Investor's Designee who has not been elected or ceased to hold office, provided that such replacement Investor's Designee consents in writing to serve as a director and is, and remains, eligible under the Act and under the rules of the Exchange to serve as a director.

(8) For so long as one or more of the Investor's Designees serves as a member of the Board, at least one of the Investor's Designees shall be entitled to serve on any committee of the Board, provided that the Investor's Designee satisfies the eligibility criteria for such committee, as reasonably determined by the Board or an authorized committee thereof from time to time and applicable Securities Laws.

(9) Each Non-Employee Investor Designee shall be compensated for the Non-Employee Investor Designee's service on the Board and any committee thereof, as applicable, consistent with the Company's policies for director or committee member compensation in the same manner and be entitled to receive the same compensation, options, or other equity or incentive awards, as such awards may be granted to any other members of the Board or such applicable committee thereof from time to time. Each Investor's Designee shall be reimbursed for all reasonable expenses related to such service on the Board and any committee thereof, as applicable, consistent with the Company's policies for director or committee member reimbursement, on a basis no less favourable than the basis on which the Company compensates and reimburses other directors of the Company.

(10) The Company shall at all times provide each Investor's Designee (in his or her capacity as a member of the Board or any committee thereof, as applicable) with the same rights to indemnification and exculpation that it provides to the other members of the Board or such applicable committee thereof. The Company has obtained and shall maintain customary director liability insurance (taking into account, to the extent applicable, the size of the Company, the fact that the Company's securities are publicly traded and the business in which the Company operates). The Company acknowledges and agrees that the Company shall be the indemnitor of first resort with respect to any indemnification, advancement of expenses and/or insurance provided in the Company's organizational documents and/or any indemnification agreement entered into between the Company and the Investor's Designee, as applicable (such that the Company's obligations to such indemnitee are primary).

(11) If at any time the Investor is permitted to designate an Investor's Designee for appointment or election to the Board hereunder but chooses not to, the Investor shall be entitled (but not required) to designate an individual as an observer of the Board (such individual, a "**Board Observer**"). Except as permitted under Section 3.1(12), the Board Observer shall hold in strict confidence all information obtained or received in its capacity as an observer of the Board or

any committee thereof and shall not use such information for any purpose other than monitoring, administering or overseeing the Investor's investment in the Company. The Board Observer shall be entitled to (a) receive notice of and to attend all meetings of the Board, (b) take part in discussions and deliberations of matters brought before the Board, (c) receive notices, consents, minutes, documents and other information and materials that are provided to members of the Board, and (d) receive copies of resolutions proposed to be adopted by the Board, including any resolution as approved, each at substantially the same time and in substantially the same manner as the members of the Board, except that the Board Observer will not be entitled to vote on any matters brought before the Board and shall not be entitled to any compensation from the Company. For greater certainty, any Board Observer will not owe any fiduciary duties to the Company.

(12) Subject to Section 3.17 and applicable Law, each Investor's Designee or Board Observer shall be permitted to disclose non-privileged information about the Company and its Subsidiaries that the Investor's Designee receives as a result of being a director of the Company, committee member or Board Observer to the Investor, its Affiliates and their respective Representatives for the purposes of monitoring, administering or overseeing the Investor's investment in the Company and advising the Investor's Designee in the Investor's Designee's capacity as a director of the Company, committee member or Board Observer, as applicable; provided that the recipient of such disclosure is directed to keep confidential and not disclose any Confidential Information in accordance with Section 3.17 and acknowledges that, by virtue of receiving such information, each Investor's Designee may be subject to applicable Securities Law restrictions (including restrictions on trading in securities of the Company and on communicating such information to others). The Investor shall be liable to the Company for any breach of this Section 3.1(12) by any of the foregoing Persons as if such Person were an original party hereto, except to the extent such Person has separately entered into a confidentiality obligation with the Company substantially similar to this Section 3.1(12).

Section 3.2 Technical Committee

(1) The Company has formed and, until such time as the Investor determines it to be advisable for the Technical Committee (as defined below) to be terminated, shall maintain a technical advisory committee (the "**Technical Committee**") to consult and advise management of the Company on issues related to, and review, the progress of the Projects and provide information to the Company and the Investor with respect to technical and scientific matters related to the Projects, including: exploration and development plans, including program budgets and modifications thereto; drilling program targets; stakeholder engagement plans, including with Governmental Authorities, Indigenous Groups and non-governmental organization, community or other similar groups; plans for the integrated development of the Projects, including studies thereof; technical investigations and analysis, including metallurgy, hydrogeology, geotechnical and environmental; development of ESG, safety, technical, operations and compliance standards; reviewing and advising on technical and operational issues and decisions in respect of the Projects, including reviewing, assessing, planning and advising on tailings, closure and rehabilitation obligations and compliance (the "**TC Mandate**"). As of the date hereof, the Technical Committee consists of four members including two individuals appointed by the Company (the "**Company Technical Committee Members**") and two individuals appointed by the Investor (the "**Investor Technical Committee Members**", and collectively with the Company Technical Committee Members, the "**Technical Committee Members**"), and unless otherwise consented to in writing by each Party, the number of members constituting the Technical Committee shall at all times be comprised of four individuals (who need not be directors of the Company), with 50% of the members being appointed by each of the Company and the Investor. The Investor may appoint or remove an

Investor Technical Committee Member by written notice to the Company and the Company may appoint or remove a Company Technical Committee Member by written notice to the Investor. Each Technical Committee Member may be represented at any meeting of the Technical Committee by an alternate designated by such Technical Committee Member with reasonable prior written notice. Any alternate so acting shall be deemed to be a Technical Committee Member. The Company and the Investor shall also be entitled to designate from time to time, subject to the consent of the other party, not to be unreasonably withheld, one or more observers to attend meetings of the Technical Committee. If the Company and the Investor wish to designate any such observers it shall: (a) provide the other party with reasonable prior written notice of the names and positions held by such observers in advance of any meeting to be attended by such observers, and (b) be solely responsible for distributing to such observers any materials provided to the Technical Committee Members.

(2) The role of the Technical Committee shall be consultative and advisory only on matters related to the Projects. The Technical Committee will have no power or authority to bind the Company or any of its Subsidiaries, the Board or management of the Company, or the board of directors or management any Subsidiaries of the Company, nor will the Technical Committee have any authority over or responsibility for the conduct of the operations of the Company or any of its Subsidiaries and will not be responsible for the decisions of management of the Company or the Board. The recommendations, reports, advice and proposals of the Technical Committee are non-binding and subject in all instances to the determinations of management of the Company or the Board, provided that the management of the Company shall, acting in good faith, consider the recommendations, reports, advice and proposals of the Technical Committee in making its determination as to such relevant matters.

(3) Subject to the Company’s obligations and restrictions under Securities Laws, the Company shall provide each Technical Committee Member with copies of all reports pertaining to the Projects and shall provide each Technical Committee Member with access to any other information as reasonably necessary to carry out the responsibilities of the Technical Committee reasonably requested by such Technical Committee Member. Without limiting the generality of the foregoing, subject to the Company’s obligations and restrictions under Securities Laws, the Company shall promptly provide each Technical Committee Member of any new material information relating to any of the Projects.

(4) Meetings of the Technical Committee will be held as required to carry out the responsibilities of the Technical Committee, and at least every three months, on 10 days’ notice delivered to the Technical Committee Members by the Company or the Investor, and such meetings shall be held at the offices of the Company or at other mutually agreed places. In lieu of meetings in person, the Technical Committee may conduct meetings by telephone or video conference or by other means of electronic communication by which all persons participating in the meeting are able to hear the entire meeting and be heard by all other persons attending the meeting, in each case as the Technical Committee determines. There will be quorum for a Technical Committee meeting if at least one Company Technical Committee Member or their alternate and one Investor Technical Committee Member or their alternate is present and in attendance. Written agendas and minutes shall be prepared and retained for all meetings of the Technical Committee. Any recommendations, reports, advice, proposals of the Technical Committee to the management of the Company shall be approved by all of the members of the Technical Committee in attendance at such meeting prior to such delivery, provided that if consensus cannot be achieved by the members of the Technical Committee Members on any matter, then the various positions on such matter shall be presented to management for its determination. Minutes shall be circulated in draft to all Technical Committee members for review and comment before finalization.

Section 3.3 Equity Financings

(1) In the event that the Company proposes to issue Common Shares or Convertible Securities (collectively, "**Equity Securities**"; provided that Equity Securities in respect of which the Investor, following receipt of an Equity Financing Notice, elects, or is deemed to elect, to defer the exercise of its Anti-Dilution Right shall, for the avoidance of doubt, thereafter constitute Top-Up Securities) for cash consideration, other than the issue of Equity Securities in respect of which the Top-Up Right remains exercisable (including the issue of Equity Securities pursuant to an At-the-Market Offering) or pursuant to a Rights Offering (an "**Equity Financing**"):

(a) the Company shall deliver a notice to the Investor in writing no later than (i) seven Business Days or (ii) if the Company determines, acting reasonably, there is good business reason to provide less than seven Business Days' notice, then as soon as practicable, on or prior to the date of the earliest of: (x) the public announcement of the Equity Financing, (y) the date on which the Company files a preliminary prospectus, registration statement or other offering document in connection with an Equity Financing that constitutes a public offering of Equity Securities, and (z) the date the Company intends to enter into a binding Bought Deal Agreement in respect of a Bought Deal Financing, specifying: (A) the total number of Outstanding Equity Securities; (B) the total maximum number of Equity Securities which are proposed to be offered for sale (provided that the Investor acknowledges that the number of Equity Securities sold under such Equity Financing may be less than the total maximum number of Equity Securities specified in the Equity Financing Notice and, in such event, the Company shall notify the Investor in writing of the actual number of Equity Securities sold under the relevant Equity Financing as soon as practicable and in any event no later than the closing of the relevant Equity Financing); (C) the rights, privileges, restrictions, terms and conditions of the Equity Securities proposed to be offered for sale; (D) the consideration for which the Equity Securities are proposed to be offered for sale including, if applicable, the expiry date of any price reservation for the Equity Financing (provided that in the event such consideration is not determinable as of the date of the Equity Financing Notice, the Equity Financing Notice shall include the Company's good faith estimate of such consideration and provided further that the Company shall, in any event, notify the Investor in writing of the actual consideration for which the Equity Securities are to be offered for sale including, if applicable, the expiry date of any price reservation for the Equity Financing as soon as practicable and in any event no later than the earlier of (i) the closing of the relevant Equity Financing and (ii) 10 days prior to the proposed closing date of the Investor's exercise of its Anti-Dilution Right in respect of the relevant Equity Financing); (E) the proposed closing date of the Equity Financing; and (F) the expected use of proceeds of the Equity Financing (an "**Equity Financing Notice**");

(b) as soon as practicable following the delivery of an Equity Financing Notice, the Company will use reasonable efforts to provide the Investor with such information concerning the Company as the Investor may reasonably request for the purpose of evaluating the Equity Securities, subject to compliance with applicable Laws. In addition to and without limiting the foregoing, the Company shall provide the Investor with any and all material information provided orally or in written or electronic form to any other Persons in connection with the relevant Equity Financing as soon as reasonably practicable following the delivery of such information to such other Persons and in any event prior to the proposed closing date of the exercise of the Investor's Anti-Dilution Right in respect of the relevant Equity Financing. Notwithstanding the foregoing in this Section 3.3(1)(b), the Company shall not be required to provide the Investor with any information which (i) has been previously provided to the Investor within 12 months prior to the date of the Equity Financing Notice or (ii) was in the possession of the Investor prior to the date of this Agreement;

(c) the Investor shall have the right (the "**Anti-Dilution Right**") to, directly or through one or more of its Affiliates, subscribe for:

(i) in the case of an Equity Financing of Common Shares, up to such number of Common Shares that the Company proposes to offer for sale as described in the Equity Financing Notice as would result in the Investor maintaining, following the closing of the Equity Financing, the Investor's Percentage calculated as of immediately prior to the closing of such proposed Equity Financing, for the same consideration per Common Share and on the same terms and conditions as offered to the other potential investors under the Equity Financing, all as set forth in the Equity Financing Notice (or, solely in respect of the number of Equity Securities offered for sale and the consideration per Common Share in the relevant Equity Financing, in the written notice(s) provided by the Company to the Investor pursuant to the provisos in clauses (B) and (D) of Section 3.3(1)(a)); and

(ii) in the case of an Equity Financing of Equity Securities (other than Common Shares), up to such number of Equity Securities that the Company proposes to offer for sale as described in the Equity Financing Notice as would result in the Investor maintaining, following the closing of the Equity Financing, the Investor's Percentage calculated as of immediately prior to the closing of such proposed Equity Financing, for the same consideration per Equity Security and on the same terms and conditions as offered to the other potential investors under the Equity Financing, all as set forth in the Equity Financing Notice (or, solely in respect of the number of Equity Securities offered for sale and the consideration per Common Share in the relevant Equity Financing, in the written notice(s) provided by the Company to the Investor pursuant to the provisos in clauses (B) and (D) of Section 3.3(1)(a)). For the purposes of this Section 3.3(1)(c)(ii), the Investor's Percentage shall be determined on a partially-diluted basis assuming the conversion, exercise or exchange of all of the convertible, exercisable or exchangeable Equity Securities issued in connection with the Equity Financing and issuable pursuant to this Section 3.3(1)(c)(ii);

(d) if the Investor wishes to exercise the Anti-Dilution Right and subscribe for such Equity Securities under the Equity Financing, the Investor shall, by the close of business on the 10th day following the date upon which the Equity Financing Notice is received by the Investor (the "**Equity Financing Notice Period**"), provide written notice to the Company of its intention to exercise such Anti-Dilution Right and the number of Equity Securities the Investor wishes to purchase in connection with such Equity Financing. The Investor shall be entitled to defer its right to exercise the Anti-Dilution Right in connection with such Equity Financing and preserve its right to exercise the Top-Up Right with respect to the Top-Up Securities issued under such Equity Financing on or prior to the expiry of the immediately succeeding Top-Up Right Notice Period; provided that if the Investor fails to notify the Company of its election prior to the expiry of the Equity Financing Notice Period, the Investor shall be deemed to have elected to defer its right to exercise the Anti-Dilution Right in connection with such Equity Financing. If the Company receives written notice from the Investor prior to the expiry of the Equity Financing Notice Period indicating the Investor's intention to exercise the Anti-Dilution Right, then the Company shall issue to the Investor or its Affiliates (as applicable), against payment of the consideration payable in respect therefor, concurrently with the closing of the Equity Financing, that number of Equity Securities set forth in such notice;

(e) if the Investor elects to subscribe for such Equity Securities or to defer (or is deemed to have elected to defer) its right to exercise the Anti-Dilution Right in connection with the Equity Financing, any dilution to the Investor's Percentage resulting from the issuance of Equity Securities pursuant to such Equity Financing will be disregarded in calculating the Investor's Percentage including for the avoidance of doubt, relative to the 10% Threshold or the 15% Threshold or for purposes of Sections 3.1, 3.2, 3.3, 3.4 and 6.1, until (i) the date on which the subscription for and purchase of Equity Securities pursuant to the exercise of the Anti-Dilution Right is consummated, or (ii) the later of the date on which the subscription for and purchase of Top-Up Securities pursuant to the exercise of the Top-Up Right is consummated or the date on which the Top-Up Right with respect to such Top-Up Securities is no longer exercisable; and

(f) if the Investor elects to subscribe for such Equity Securities, the Investor or its Affiliate (as applicable) shall subscribe for such Equity Securities through, at the Company's election, a directed allocation in the Equity Financing or a private placement. If the Company elects for the Investor or its Affiliate (as applicable) to subscribe for such Equity Securities through a concurrent private placement, the Company shall use all reasonable efforts to close such private placement concurrently with the relevant Equity Financing and in any event within 10 days of the closing of the relevant Equity Financing. Notwithstanding the previous sentence of this Section 3.3(1)(f), the Company shall not be in breach of this Section 3.3(1)(f) if the reason such private placement does not close concurrently with, or within 10 days of, the closing of the relevant Equity Financing is due to the failure of the Investor or its Affiliate to pay the consideration for such Equity Securities (including where the consideration has not been paid as a result of outstanding closing deliverables, provided that the closing deliverables have been requested in good faith by the Investor and the Company has acted and continues to act expeditiously and in good faith to deliver them) or to deliver information that is required by Law to be delivered to the Company prior to or at closing of such private placement.

(2) In connection with the Investor's rights under this Section 3.3, the Company shall use all reasonable efforts to promptly (a) obtain any approvals required by applicable Laws, including from the Exchange and any other applicable Governmental Authority, and (b) make any required notice, including to the Exchange under the rules, policies or requirements of the Exchange. The Investor shall provide such assistance and cooperation as is reasonably necessary in connection with the foregoing. All issuances of Equity Securities pursuant to this Section 3.3 shall be subject to receipt of all required approvals, including from shareholders of the Company, the Exchange and other applicable Governmental Authorities.

(3) For the purposes of calculating the Investor's subscription entitlement in any Equity Financing pursuant to Section 3.3(1)(c), the Company and the Investor acknowledge and agree that such calculation shall be determined with reference to and shall include all Equity Securities to be acquired by subscribers in such Equity Financing, including any subscriptions or purchases pursuant to a third party's participation rights, including any pre-emptive, pro rata, or top-up right, as applicable ("**Existing Participation Rights**"). The Company shall promptly, and in

any event within one Business Day of receipt of such information from Persons holding Existing Participation Rights, provide the Investor confirmation in writing of such Persons' intention to subscribe for and purchase Equity Securities pursuant to their respective Existing Participation Rights in connection with each Equity Financing, if applicable.

(4) If the Equity Securities being offered in an Equity Financing are being offered by the Company on different terms to different potential subscribers, then each such proposed issuance shall be treated as a separate Equity Financing for the purposes of this Section 3.3.

(5) If the Investor does not provide the Company written notice of its intention to exercise the Anti-Dilution Right, then the Company may at any time within 45 Business Days of the expiry of the Equity Financing Notice Period complete the Equity Financing, provided that such Equity Financing is on the same terms and conditions as those set out in the Equity Financing Notice provided to the Investor.

(6) If the Company has not issued the Equity Securities under a proposed Equity Financing within 45 Business Days after the expiry of the Equity Financing Notice Period, the Company shall not thereafter proceed with such Equity Financing without providing the Investor with another opportunity to elect to exercise or defer the exercise of the Anti-Dilution Right in respect of such Equity Financing.

(7) Notwithstanding the foregoing, in the case of any Equity Financing of Equity Securities that are to be issued as "flow-through shares", as defined in subsection 66(15) of the *Tax Act*, the price paid by the Investor to acquire Equity Securities pursuant to the rights described in Section 3.3(1) above shall be adjusted, if applicable, by an amount determined by the Company, acting reasonably and in good faith, to take into account any Tax benefits that would reasonably be expected to be received by an anticipated subscriber of Equity Securities in the Equity Financing but that would not be received by the Investor.

(8) Notwithstanding anything to the contrary in this Agreement, if (x) an Equity Financing (or any part thereof) does not require approval of the shareholders of the Company under applicable Laws or the rules, policies or requirements of the Exchange and (y) the issuance of any Equity Securities to the Investor pursuant to the exercise of the Anti-Dilution Right in connection with such Equity Financing requires approval of the shareholders of the Company under applicable Laws or the rules, policies or requirements of the Exchange, then:

(a) the Investor (or its Affiliate) shall only be entitled to subscribe for, and the Company shall only be obligated to issue to the Investor (or its Affiliate), such number of Equity Securities pursuant to the exercise of the Anti-Dilution Right in connection with such Equity Financing as may be issued without triggering such shareholder approval requirement (the "**Permitted Anti-Dilution Securities**");

(b) the balance of the Equity Securities that the Investor (or its Affiliate) would otherwise have been entitled to subscribe for pursuant to the Anti-Dilution Right in connection with such Equity Financing, but for the application of Section 3.3(8)(a), shall be deemed to constitute Top-Up Securities for the purposes of Section 3.4 and shall be eligible for subscription by the Investor (or its Affiliate) pursuant to the Top-Up Right (the "**Deferred Anti-Dilution Securities**");

(c) the Company shall use all reasonable efforts to obtain any required shareholder approval as soon as reasonably practicable in respect of the issuance of the Deferred

Anti-Dilution Securities to the Investor (or its Affiliate) and, in connection therewith, shall:

(i) use all reasonable efforts to obtain, to the maximum extent permitted under applicable Laws and the rules, policies and requirements of the Exchange, price protection (including any reservation of price) such that the Investor may subscribe for the Deferred Anti-Dilution Securities at a price per Deferred Anti-Dilution Security equal to the price per Equity Security offered under the relevant Equity Financing;

(ii) take all reasonable steps to preserve such price protection until the issuance of the Deferred Anti-Dilution Securities to the Investor (or its Affiliate);

(iii) use all reasonable efforts to call and hold the shareholders meeting prior to the expiry of such price protection; and

(iv) if, notwithstanding the foregoing, the price protection expires prior to the issuance of the Deferred Anti-Dilution Securities to the Investor (or its Affiliate), use all reasonable efforts to obtain shareholder approval for the issuance of the Deferred Anti-Dilution Securities at a price per Deferred Anti-Dilution Security equal to the price per Equity Security offered under the relevant Equity Financing to the maximum extent permitted under applicable Laws and the rules, policies and requirements of the Exchange;

(d) upon receipt of the requisite shareholder approval and subject to applicable Laws and Exchange requirements, the Investor (or its Affiliate) shall be entitled to subscribe for the Deferred Anti-Dilution Securities at a price per Deferred Anti-Dilution Security equal to the price per Equity Security offered to subscribers in the relevant Equity Financing and otherwise on substantially the same terms and conditions, *mutatis mutandis*; and

(e) the issuance of Deferred Anti-Dilution Securities to the Investor (or its Affiliate) shall not be subject to any pricing limitation set forth in Section 3.4(3) or Section 3.5(6) to the extent inconsistent with the application of Section 3.3(8)(c).

(9) Notwithstanding anything to the contrary in this Agreement, if (x) an Equity Financing (or any part thereof) requires approval of the shareholders of the Company under applicable Laws or the rules, policies or requirements of the Exchange and (y) the issuance of any Equity Securities to the Investor pursuant to the exercise of the Anti-Dilution Right in connection with such Equity Financing also requires approval of the shareholders of the Company under applicable Laws or the rules, policies or requirements of the Exchange, then the Company shall use all reasonable efforts to obtain such required shareholder approval in respect of the issuance of the Equity Securities to the Investor at the same meeting of shareholders called to approve the Equity Financing (or any part thereof).

Section 3.4 Top-Up Offering

(1) Without limiting Section 3.3(1) and subject to Section 3.4(3) and only so long as the Investor's Percentage has not fallen below the 10% Threshold, calculated on a daily basis, for any continuous 30-day period, the Investor shall have the right (the "**Top-Up Right**") to, directly or through one or more of its Affiliates, subscribe for Common Shares in respect of any Top-Up Securities that the Company may issue from time to time after the date of this Agreement, subject to any TSX or other Exchange requirements as may then be applicable (a "**Top-Up**

Offering”). The maximum number of Common Shares that may be subscribed for by the Investor (or an Affiliate thereof) pursuant to the Top-Up Right in any Top-Up Offering shall be equal to such number of Common Shares that will allow the Investor to maintain, following the closing of the Top-Up Offering, the Investor’s Percentage calculated as of immediately prior to the issuance of the Top-Up Securities. For the purposes of this Section 3.4(1), where Top-Up Securities include Equity Securities issued pursuant to any Equity Financing in respect of which the Investor has elected to defer (or is deemed to have elected to defer) the exercise of the Anti-Dilution Right, the Investor’s Percentage shall be determined on a partially-diluted basis assuming the conversion, exercise or exchange of all of the convertible, exercisable or exchangeable Top-Up Securities issued in connection with such Equity Financing. The term “**Top-Up Securities**” shall mean any Equity Securities issued:

(a) pursuant to any Share Incentive Plan or as compensation paid for services to employees or consultants;

(b) on the exercise, conversion or exchange of Convertible Securities issued after the date hereof in compliance with the terms of this Agreement;

(c) pursuant to an At-the-Market Offering;

(d) pursuant to any Equity Financing in respect of which the Investor has elected to defer (or is deemed to have elected to defer) the exercise of the Anti-Dilution Right (including for greater certainty any Deferred Anti-Dilution Securities);

(e) pursuant to the exercise of any Existing Participation Rights (to the extent that the Investor has not exercised its Anti-Dilution Right in respect thereof);

(f) in connection with bona fide bank debt, equipment financing or non-equity interim financing transactions with lenders to the Company, in each case, with an equity component; or

(g) in connection with a Non-Cash Transaction.

(2) The Company may, at its election, deliver to the Investor not less than seven Business Days prior to the public announcement of any Significant Non-Cash Transaction (or, if a Significant Non Cash Transaction is not publicly announced prior to the closing thereof, ten Business Days prior to the closing of such Significant Non-Cash Transaction), a notice specifying (a) the total number of Equity Securities which are proposed to be offered for sale in connection with the Non-Cash Transaction, (b) the rights, privileges, restrictions, terms and conditions of the Equity Securities which are proposed to be offered for sale in connection with the Non-Cash Transaction, (c) the consideration for which the Equity Securities are proposed to be offered for sale in the Non-Cash Transaction and the Company’s good faith estimate of the fair market value of the non-cash consideration to be received by the Company under the Non-Cash Transaction, and (d) to the extent known, the proposed closing date of the Non-Cash Transaction (a “**Significant Non-Cash Transaction Offer Notice**”). Following receipt of a Significant Non-Cash Transaction Offer Notice, the Investor may provide the Company with notice of the Investor’s non-binding intention to exercise, in full or in part, the Top-Up Right in relation to such Non-Cash Transaction (the “**Notice of Intention**”). For greater certainty, the Notice of Intention in respect of a Significant Non-Cash Transaction shall not commit the Investor to exercise its Top-Up Rights, in full or in part, in respect of such Significant Non-Cash Transaction. If, following receipt of a Significant Non-Cash Transaction Offer Notice in respect of a Significant Non-Cash Transaction, the Investor (i) fails to provide such Notice of Intention

within seven Business Days of its receipt of the Significant Non-Cash Transaction Offer Notice or (ii) notifies the Company that it does not intend to exercise its Top-Up Right in relation to such Significant Non-Cash Transaction, in each case the Investor shall be prohibited from exercising its Top-Up Right in relation to the Significant Non-Cash Transaction notwithstanding anything else in this Section 3.4.

(3) Subject to Section 3.4(6), the Top-Up Right may be exercised and the Top-Up Offering shall be effected through subscriptions for Common Shares by the Investor (or any Affiliate thereof) for a price per Common Share, subject to Section 3.5(6), equal to, subject to the pricing rules of the Exchange, the lesser of (a) the issue price of the relevant Top-Up Securities and (b) the five-day volume weighted average price of the Common Shares on the TSX (or if the Common Shares are not then listed on the TSX, the Exchange on which the Common Shares are then-listed, if any) immediately prior to the delivery of the Top-Up Right Offer Notice. All issuances pursuant to the Top-Up Right shall be subject to receipt of approvals required under applicable Laws, including from shareholders of the Company, the Exchange and other applicable Governmental Authorities, in each case as contemplated under Section 3.3(8), Section 3.5(2), Section 3.5(3) and Section 3.5(4). Any dilution to the Investor's Percentage resulting from the issuance of Top-Up Securities will be disregarded in calculating the Investor's Percentage including for the avoidance of doubt, relative to the 10% Threshold or the 15% Threshold or for purposes of Sections 3.1, 3.2, 3.3, 3.4 and 6.1, until the later of (a) the expiry of the Top-Up Right Notice Period and (b) if a Top-Up Right Acceptance Notice is provided, the closing of the acquisition of the securities pursuant to the Top-Up Right specified in such Top-Up Right Acceptance Notice.

(4) Subject to Section 3.4(6), the Company shall send written notice to the Investor within 10 days following the end of each six-month period ending June 30 and December 31 during which Top-Up Securities were issued (a "**Top-Up Right Offer Notice**"), specifying: (a) details of all issuances of Top-Up Securities during such six-month period (including, for each issuance, the number of Top-Up Securities issued, the date of the issuance and the issue price); (b) the total number of the then issued and outstanding Common Shares (which shall specify any securities that will or may be issued to Persons holding Existing Participation Rights); and (c) the Investor's Percentage (based on the last publicly reported ownership figures of the Investor and its Affiliates and the number of issued and outstanding Common Shares in (b) above) assuming the Investor did not exercise its Top-Up Right.

(5) Subject to Section 3.4(6), the Investor shall, until the close of business on the 15th Business Day following the date on which the Investor received the Top-Up Right Offer Notice (or, if the Top-Up Right Offer Notice includes any Top-Up Securities issued in a Non-Cash Transaction, the close of business on the 90th day following the date on which the Investor received the Top-Up Right Offer Notice) (a "**Top-Up Right Notice Period**"), be entitled to notify the Company in writing (the "**Top-Up Right Acceptance Notice**") of the exercise, in full or in part, of the Top-Up Right. The Top-Up Right Acceptance Notice shall specify the number of Common Shares subscribed for by the Investor and/or an Affiliate thereof pursuant to the Top-Up Right and the subscription price calculated in accordance with Section 3.4(3). If the Investor fails to deliver a Top-Up Right Acceptance Notice within the Top-Up Right Notice Period, then the Top-Up Right in respect of the relevant issuances of Top-Up Securities as specified under such Top-Up Right Offer Notice is irrevocably extinguished. If the Investor and/or an Affiliate thereof provides a Top-Up Right Acceptance Notice, the sale of the Top-Up Securities to the Investor and/or an Affiliate thereof shall be completed as soon as reasonably practicable thereafter.

(6) Notwithstanding anything to the contrary herein:

(a) if (i) Top-Up Securities have been issued, or any Top-Up Securities are likely to be issued, as determined by the Company, acting reasonably, prior to the date on which a record date for a meeting of Shareholders is to be set, and (ii) such number of Top-Up Securities issued or, as determined by the Company, acting reasonably, likely to be issued in the aggregate represents 3.0% or more of the issued and outstanding Common Shares on a partially-diluted basis (i.e. assuming the conversion, exercise or exchange of all of such Top-Up Securities, as applicable), then prior to setting such record date, the Company shall deliver a Top-Up Right Offer Notice to the Investor and, if the Investor delivers a Top-Up Right Acceptance Notice on or prior to the expiry of the Top-Up Right Notice Period, the Company shall, in accordance with the provisions of this Section 3.4, promptly, and in any event prior to declaring the record date for such meeting of Shareholders, complete a Top-Up Offering to the Investor; and

(b) without limiting Section 3.4(6)(a), (x) if a Significant Non-Cash Transaction Offer Notice is delivered to the Investor in accordance with Section 3.4(2) in connection with a Significant Non-Cash Transaction and the Investor delivers to the Company a Notice of Intention in respect of such Significant Non-Cash Transaction notifying the Company that it intends to exercise, in full or in part, the Top-Up Right in relation to such Significant Non-Cash Transaction in accordance with Section 3.4(2), or (y) if a Significant Non-Cash Transaction Offer Notice is not delivered to the Investor in accordance with Section 3.4(2) but the Investor provides the Company with notice of the Investor's non-binding intention to exercise, in full or in part, the Top-Up Right in relation to such Non-Cash Transaction within seven Business Days of the public announcement by the Company of a Significant Non-Cash Transaction:

(i) if the exercise of the Top-Up Right and the issuance of the applicable Top-Up Securities would not require shareholder approval under applicable Laws or the rules, policies or requirements of the Exchange, the Company shall deliver a Top-Up Right Offer Notice to the Investor at least 15 Business Days prior to the closing of such Significant Non-Cash Transaction and, if the Investor delivers a Top-Up Right Acceptance Notice in respect of such Significant Non-Cash Transaction at least seven Business Days prior to the closing thereof, the Company shall, in accordance with this Section 3.4, complete a Top-Up Offering to the Investor concurrently with, or promptly following, the closing of the Significant Non-Cash Transaction; and

(ii) if the exercise of the Top-Up Right and the issuance of the applicable Top-Up Securities would require shareholder approval under applicable Laws or the rules, policies or requirements of the Exchange, then:

(A) subject to Section 3.4(6)(b)(ii)(B), the Investor's right to exercise the Top-Up Right in respect of such Top-Up Securities shall be deferred and may instead be exercised in the next applicable Top-Up Right Notice Period in accordance with this Section 3.4; and

(B) if the Company is seeking shareholder approval in connection with such Significant Non-Cash Transaction, the Investor may elect to exercise the Top-Up Right in respect of such Significant Non-Cash Transaction by delivering a binding Top-Up Right Acceptance Notice within 15 days following the public announcement of such Significant Non-Cash Transaction, in which case the Company shall, subject to receipt of such shareholder approval and applicable regulatory approvals, issue the applicable Top-Up Securities to the Investor concurrently with, or promptly following, the closing of such Significant Non-Cash Transaction.

For greater certainty, any failure of the Investor to deliver a Top-Up Right Acceptance Notice as contemplated by Section 3.4(6) shall be without prejudice to the Investor's Top-Up Rights in respect of the Top-Up Securities referred to in Section 3.4(6)(a) or the Top-Up Securities issued in the Non-Cash Transaction referred to in Section 3.4(6)(b) and such Top-Up Securities shall be included in the next Top-Up Right Offer Notice delivered pursuant to Section 3.4(4).

Section 3.5 Acknowledgements

(1) The Company acknowledges and agrees that it will comply with its obligations to the Investor contained in this Article 3 and to any other Person that has preemptive, pro rata, participation or top-up rights, to the extent that such rights are triggered in connection with any Equity Financings or Top-Up Offerings, in a coordinated manner and as part of such Equity Financing or Top-Up Offering so as to ensure that the exercise of any such right does not trigger or give rise to any further or consequential pre-emptive, pro rata, participation or top-up right of the Investor or any other Person.

(2) The Company acknowledges and agrees to take any and all reasonable steps as are required to facilitate the rights of the Investor set forth in this Article 3, including: (a) undertaking a concurrent private placement (in compliance with Section 3.3(1)(f)) or directed offering of Equity Securities to the Investor as part of any Equity Financing; and (b) undertaking a private placement of Common Shares to the Investor pursuant to the Investor's Top-Up Right, in each case, subject to obtaining any regulatory or other approvals required by applicable Laws or the Exchange, which approvals the Company shall use all reasonable efforts to obtain (including by applying for any necessary price protection confirmations, seeking shareholder approval (if required) in the manner described below in this Section 3.5, in Section 3.3(8) and/or in Section 3.3(9), as applicable, and shall use all reasonable efforts to cause management and each member of the Board to vote their Common Shares and all votes received by proxy in favour of the issuance of the Equity Securities to the Investor). For greater certainty and without limiting clauses (a) or (b) of this Section 3.5(2), the Company shall not be required to increase the size of any Equity Financing or modify its structure to accommodate the Investor's participation in the Equity Financing.

(3) If the Company is required to seek shareholder approval for the issuance of Equity Securities to the Investor or the exercise of any other right in Section 3.3(8), Section 3.3(9) and/or Section 3.4, as applicable, then the Company shall call and hold a meeting of its shareholders to consider the issuance of such securities to the Investor as soon as reasonably practicable, and in any event such meeting shall be held within 75 days after the date that the Company is advised that it will require shareholder approval, and the Board shall recommend approval of the applicable transaction(s) and the Company shall solicit proxies in support thereof.

(4) The Company shall use all reasonable efforts to obtain any approvals required under applicable Laws for any actions contemplated by this Article 3, including from shareholders of the Company, the Exchange or any other Governmental Authority.

(5) The Company acknowledges that the anti-dilution provisions contained in Sections 3.3 and 3.4 are intended to ensure that in all circumstances the Investor has the right, but not the

obligation, to maintain the Investor's Percentage, including in respect of the issuance of any Common Shares pursuant to any Existing Participation Rights.

(6) For clarity, all issuances of Equity Securities by the Company pursuant to this Article 3 will be subject to the prior approval of the TSX and/or any other applicable Exchange, in each case, to the extent required. Subject to Section 3.3(8), if the issuance price of any such Equity Securities, as determined under the terms of this Article 3, is below the minimum issuance price allowable by any such Exchange whose approval of the issuance is required (the "**Minimum Issuance Price**"), the issuance price calculated hereunder for such issuance will be replaced by the Minimum Issuance Price. The Company agrees that it shall use all reasonable efforts to ensure that the issuance price of any Equity Securities pursuant to an exercise of the Investor's rights under this Article 3 is the same as the issuance price of the related Equity Securities issued under the Equity Financing or Top-Up Securities, as applicable, provided that the Company shall not be required to deliver a Top-Up Right Offer Notice any earlier than the deadlines set out in Section 3.4(4) and Section 3.4(6). The Company covenants that any price reservation made under the rules of the applicable Exchange in connection with an Equity Financing (whether by press release or filing of a price reservation form under the rules of the TSX and/or any other applicable Exchange) will include the Equity Securities potentially issuable to the Investor pursuant to the exercise of the Investor's rights under Section 3.3 and Section 3.4(6)(b) and the Company shall use all reasonable efforts to ensure that any such price reservation remains in place until the closing of any exercise of any such right.

(7) In relation to any periods for the Investor to elect to exercise the Top-Up Right to acquire the Top-Up Securities, to the extent that the Investor is restricted from trading in securities of the Company under Canadian Securities Laws or other applicable Laws (as determined by the Investor and the Company, acting reasonably and in good faith and consistent with applicable law), the relevant exercise period shall be extended until the third Business Day following the termination of such restriction.

Section 3.6 Royalty Financing Right of First Refusal

(1) If the Company or any of its Affiliates proposes to enter into any Contract providing for, in whole or in part, any Royalty Financing or pursuant to which any Royalty Financing is to be effected, then before doing so, the Company shall consult with the Investor regarding the possibility of the Company and the Investor entering into such Royalty Financing and the potential terms thereof. Without limiting the foregoing, before the Company or any of its Affiliates enters into a definitive Contract with a third party with respect to any such Royalty Financing (excluding for greater certainty ancillary Contracts that do not commit the Company to enter into a Royalty Financing such as non-disclosure agreements), the Company shall first provide written notice of such intention to the Investor (the "**Royalty Financing Notice**"), including the identity of the third party financier, the price and all terms and conditions of the Royalty under such Royalty Financing that the Company, or its applicable Affiliate(s), would be willing to accept. The price, together with all material terms and conditions will be expressed as a cash or cash equivalent value in Canadian or U.S. dollars. The Royalty Financing Notice shall constitute an offer to the Investor (or its Affiliate(s)) to purchase a Royalty on the terms and conditions stated therein.

(2) At any time during the 30 day period following the Investor's receipt of a Royalty Financing Notice (the "**Royalty Financing ROFR Exercise Period**"), the Investor shall have the right to accept the Company's offer to purchase a Royalty on the terms and conditions stated in the Royalty Financing Notice. Without limiting any of the Investor's information rights in

Section 3.6(1), the Company will provide the Investor, as promptly as practicable so that the Investor can make an informed determination as to whether to exercise its right of first refusal under this Section 3.6(2), with such information concerning the Company and its Affiliates and the Mining Rights and the Real Properties subject to the Royalty Financing as is customarily provided to third-party royalty purchasers in comparable transactions and all information provided to the third party noted in the Royalty Financing Notice. For greater certainty, to the extent that the third party noted in the Royalty Financing Notice has been granted access to a virtual data room or similar electronic sharing platform, the Investor shall be granted access to the same virtual data room or similar electronic sharing platform.

(3) If the Investor does not accept the Company's offer to purchase a Royalty on the terms and conditions stated in the Royalty Financing Notice during the Royalty Financing ROFR Exercise Period, the Company or its applicable Affiliate may, at any time during the 90-day period following the expiration of the Royalty Financing ROFR Exercise Period, enter into a Contract for a Royalty Financing with the third party who made the original Royalty Financing proposal that is on terms and conditions (including economic terms) that are no more favourable to such Person, and no less favourable to the Company or the applicable Affiliate, than the terms and conditions (including economic terms) set forth in the Royalty Financing Notice (and, for this purpose, any such agreement shall be deemed to exclude any obligation that cannot reasonably be fulfilled by the Investor and its Affiliates (e.g., an agreement conditioned upon the services of a particular individual or the supply of a product exclusively under the control of such Person or its Affiliates)). If no such agreement in respect of a Royalty Financing is entered into prior to the expiry of such 90-day period, the terms and conditions of this Section 3.6will again apply to any Royalty Financing.

(4) If the Investor accepts the Company's offer to enter into the Royalty Financing during the Royalty Financing ROFR Exercise Period, each Party shall use commercially reasonable efforts to consummate the Royalty Financing within 90 days after the receipt of such acceptance by the Company.

Section 3.7 Property Transfer Right of First Refusal

(1) Without limiting the rights of the Investor pursuant to Section 17.2 (*San Manuel Property Transfers*) of the Purchase and Sale Agreement, until the date of the Start of Commercial Production, if the Company or any of its Affiliates (the "**Property Transfer Vendor**") receives a bona fide offer from a third party (a "**Property Transfer Offer**") contemplating, wholly or in part, the Transfer by the Property Transfer Vendor to such third party of all or any non-de minimis portion of the Company's right, title, or interest in respect of the ROFR Lands (which, for greater certainty, shall (a) include any Transfer or issuance of any direct or indirect interest in the securities of any Subsidiaries of the Company holding, directly or indirectly, any right, title or interest in respect of the ROFR Lands that would result in such entity ceasing to be a wholly-owned Subsidiary of the Company, and (b) excluding any Transfer to an Affiliate of the Company and any Permitted Encumbrance that would constitute a Transfer) (a "**Proposed Property Transfer**"), then before the Property Transfer Vendor negotiates or enters into any arrangement, agreement or understanding with respect to any such Proposed Property Transfer, the Company shall, by notice in writing delivered to the Investor, offer to sell, transfer and assign all, but not less than all, such right, title, and interest in respect of the San Manuel Project sought to be acquired by the third party under the Property Transfer Offer (the "**Property Transfer ROFR Offer**"), to the Investor at the same price and otherwise upon the same terms and conditions as contained in the Property Transfer Offer; provided that if the Property Transfer Offer (i) includes non-cash consideration that is personal to the third party (including shares or other securities of such third party) or (ii) contemplates the Transfer to

such third party of the Company's direct or indirect right, title, or interest in respect of any other assets or properties of the Company, including any other Projects, then the Property Transfer ROFR Offer must specify the Property Transfer Vendor's good faith estimate of the cash equivalent value of such non-cash consideration and allocation of the purchase price attributable to such right, title, and interest in respect of the ROFR Lands contemplated by the Property Transfer Offer, as applicable (in each case of clause (i) or (ii), the "**Consideration Value**"). For greater certainty, the Property Transfer ROFR Offer shall specifically identify the identity of the third party offeror, the rights, title and interest in any or all of the ROFR Lands subject to the Property Transfer Offer, and the price and all other terms and conditions of the Property Transfer Offer including such terms and conditions on which the Company, or its applicable Affiliate(s), would be willing to accept, together with all material information provided to the third party offeror (provided the Company shall not be required to provide the Investor with any such material information which (A) has been previously provided to the Investor within 12 months prior to the date of the Property Transfer ROFR Offer or (B) was in the possession of the Investor prior to the date of this Agreement). For greater certainty, to the extent that the third party offeror has been granted access to a virtual data room or similar electronic sharing platform, the Investor shall be granted access to the same virtual data room or similar electronic sharing platform. The Property Transfer ROFR Offer shall constitute an offer to the Investor (or its Affiliate(s)) to effect a Proposed Property Transfer at the price and on the terms and conditions stated therein.

(2) If the Investor, acting in good faith, disagrees with the Company's estimate of the Consideration Value, the Investor shall be entitled to provide written notice (the "**Objection Notice**") to the Company of such disagreement within five Business Days of the receipt of the Property Transfer ROFR Offer, in which case the Property Transfer ROFR Exercise Period shall be extended to the date that is 10 days from the date on which the value of the non-cash consideration or allocation of the purchase price attributable to all of the Company's right, title and interest in respect of the San Manuel Project contemplated by the Property Transfer Offer, is finally determined or agreed in accordance with this Section 3.7(2). If the Company and the Investor, having acted reasonably and negotiated in good faith, are not able to resolve such disagreement within three Business Days of the receipt of the Objection Notice, the Parties shall appoint an Independent Valuator to determine the Consideration Value. Each of the Company and the Investor shall be entitled to make written submissions to the Independent Valuator within two Business Days of its appointment, which shall include such Party's estimate of the Consideration Value, and the Independent Valuator shall be instructed to complete its calculation as soon as reasonably practicable and, in any event, within 15 Business Days from the date of its appointment. The determination of the Independent Valuator shall constitute final and binding Consideration Value, provided that if the determination of such Independent Valuator is greater or less than the estimated Consideration Value submitted by each Party, the estimates submitted by the Party that is closest to the determination by the Independent Valuator shall be the final and binding Consideration Value. The fees and expenses of the Independent Valuator shall be borne equally by the Parties (provided that, if the Independent Valuator's determination of Consideration Value is greater or less than the estimated Consideration Value submitted by each Party, the Party whose estimate is furthest from such determination will bear the full fees and expenses of the Independent Valuator).

(3) At any time during the 60-day period following the Investor's receipt of a Property Transfer ROFR Offer (the "**Property Transfer ROFR Exercise Period**"): (a) the Investor shall have the right to free, unrestricted access to all exploration, title and other information related to the Proposed Property Transfer, including the Real Properties and any other assets that are the subject thereof, for viewing and copying (at the Investor's cost) at a reasonable location and

times to be agreed upon, and without limiting the Investor's foregoing information rights, the Company will provide the Investor, as promptly as practicable, with such information concerning the Company and its Affiliates and the Real Properties and any other assets subject to the Proposed Property Transfer as the Investor may reasonably request for the purposes of evaluating the Property Transfer ROFR Offer and determining whether to exercise its right of first refusal under this Section 3.7(3) provided that such information is in the possession or control of the Company and readily available to the Company; (b) the Investor shall have the right to accept the Company's offer to enter into a Proposed Property Transfer, on the terms specified in the Property Transfer ROFR Offer (and if applicable, with the Consideration Value being adjusted in accordance with Section 3.7(2)) or such amended terms as may be proposed by the Company during the Property Transfer ROFR Exercise Period that are no less favourable in the aggregate to the Investor than the terms specified in the Property Transfer ROFR Offer; and (c) the Parties shall negotiate the terms of any such Proposed Property Transfer in good faith and acting reasonably.

(4) If the Investor does not accept the Company's offer to enter into the Proposed Property Transfer during the Property Transfer ROFR Exercise Period (as may be extended in accordance with Section 3.7(2)), then so long as the Company has complied with all of the provisions of this Section 3.7, the Company or its applicable Affiliate may, at any time during the 60-day period following the expiration of the Property Transfer ROFR Exercise Period, subject in all cases to the Company complying with Section 17.2 (*San Manuel Property Transfers*) of the Purchase and Sale Agreement, negotiate and enter into an agreement for a Proposed Property Transfer with such third party that made the Property Transfer Offer on the same terms and conditions set out in the Property Transfer Offer. If no such agreement in respect of such Proposed Property Transfer is entered into prior to the expiry of such 60-day period, the terms and conditions of this Section 3.7 will again apply to any Proposed Property Transfer.

(5) If the Investor accepts the Company's offer to enter into the Proposed Property Transfer during the Property Transfer ROFR Exercise Period, each Party shall use commercially reasonable efforts to consummate the Proposed Property Transfer within 90 days after the receipt of such acceptance by the Company.

(6) The Parties shall cooperate to take any and all necessary steps and sign and execute any and all necessary documents or agreements required to effectuate the registration of the Investor's rights under Section 3.6 and this Section 3.7.

Section 3.8 Abandonment

The Company shall not, and shall cause its Affiliates to not, abandon, surrender, relinquish, or allow to lapse or expire any of the Material Properties comprising the San Manuel Lands, in whole or in part, or any of the Company's or its Affiliates' interests therein unless the Company: (a) determines, acting in a commercially reasonable manner, that it is not economical to continue the exploration and development of such portion of the San Manuel Lands or is otherwise required to abandon such property to comply with applicable Law (the "**Abandonment Property**") and that it proposes to abandon the Abandonment Property, (b) provides written notice to the Investor of its intention to abandon the Abandonment Property at least 60 days in advance of the proposed date of abandonment, subject to any advance notice requirements or other procedures required under any Permit, Material Contract or Mining Rights, and (c) is then in compliance with the Faraday Post-Closing Covenants. Notwithstanding the proposed date of abandonment, the actual date of abandonment is subject to extension if required by applicable Law. If, before the proposed date of abandonment, the Company receives from the Investor written notice that the Investor wishes to acquire the

Abandonment Property, the Company shall, in exchange for consideration of one U.S. dollar, convey or cause the conveyance of the Abandonment Property free of Encumbrances other than Permitted Encumbrances to the Investor or its Affiliate, on an as is, where is basis with no representations, subject to any requirements or approvals under applicable Law, and shall thereafter have no further obligation to maintain title to the Abandonment Property. For the avoidance of doubt and without limiting the generality of Section 3.5(4), the Company shall cooperate with the Investor in the disposition and transfer of the Abandonment Property to the Investor and shall use all reasonable efforts to satisfy any requirements under the terms of any such Permit, Material Contract or Mining Right in connection therewith and to obtain any approvals required under applicable Law. All fees and expenses incurred by the Company or the Investor in connection with such conveyance shall be the sole responsibility of the Investor. Upon any transfer of Abandonment Property pursuant to this Section 3.8, the Investor shall be deemed to have released the Company and its Affiliates from any present or future obligations relating to the Abandonment Property, except arising in connection with or as a result of fraud or wilful misrepresentation on the part of the Company.

Section 3.9 Certain Actions to be Taken by the Company

(1) The Company will:

(a) within 10 days of the date hereof, file with the Canadian Securities Commissions any reports required to be filed by Securities Laws, including under NI 45-106, in connection with this Agreement and the transactions contemplated by this Agreement in the required form, and will provide the Investor's legal counsel with copies of such reports;

(b) ensure that the issuance and distribution of Equity Securities to the Investor or its Affiliates, as applicable, pursuant to the terms of this Agreement will comply, in all material respects, with the requirements of Securities Laws;

(c) promptly send to the Investor and its legal counsel copies of all material correspondence with, and material filings to or from, the TSX or any other applicable Exchange, in each case only to the extent relating to any transaction pursuant to which Equity Securities are proposed to be issued to the Investor (or its Affiliate) and in respect of which shareholder approval may be required under applicable Laws or the rules, policies or requirements of such Exchange; and

(d) not (i) take any action (including entering into any agreement) in respect of, (ii) participate in any discussions or negotiations regarding, (iii) furnish to any Person any information with respect to, or (iv) otherwise cooperate in any manner with, or assist or participate in, or facilitate or encourage, an effort or attempt by any other Person to complete any Equity Financing, Royalty Financing or Proposed Property Transfer, except to the extent expressly permitted by the terms of this Agreement and only to the extent in accordance therewith.

Section 3.10 Listing of Common Shares

(1) The Company shall:

(a) not take any action which would reasonably be expected to result in the delisting or suspension of the Common Shares on or from the TSX or from any other Exchange on which the Common Shares are then listed or quoted, provided that this covenant shall not apply to any merger, amalgamation, arrangement, take-over bid, going private transaction or other similar transaction involving the purchase or sale of all of the outstanding Common Shares for cash or securities of an entity listed on an internationally recognized stock exchange;

(b) use all reasonable efforts to remain a reporting issuer in good standing under the Securities Laws of the Qualifying Jurisdictions; and

(c) use all reasonable efforts to maintain its corporate existence under the Act.

Section 3.11 Operating Standards; Assumed Liabilities; Compliance

(1) Without limiting anything else in this Agreement, the Company shall, and shall cause its Affiliates and its and their respective Representatives to:

(a) adhere to appropriate international mining industry standards, including Good Mining Practices;

(b) pay, perform and discharge promptly when due, any and all Assumed Liabilities (including any and all Environmental/Closure Liabilities) in accordance with the terms of such Liabilities;

(c) in carrying on the Company's and its Affiliates' respective businesses and operations, comply in all material respects with: (i) all Permits; (ii) all applicable Environmental Laws; and (iii) all other applicable Laws and requirements of any Governmental Authority in respect of Remediation, Reclamation, closure, inspections or monitoring or other related activities (including in respect of tailings, residues, waste rock, leach materials and other waste materials and related facilities); and

(d) obtain and maintain Faraday-Regulatory Financial Security and Faraday-BHP Financial Security as required from time to time under applicable Law, any Permit and/or by any Governmental Authority and the Purchase and Sale Agreement.

(2) The Company shall perform, and shall cause to be performed, all covenants and obligations required to be performed under the Permits, Mining Rights and the Material Contracts relating to the Material Projects, and do all things necessary to obtain and maintain such Permits, Mining Rights, Real Property and the Material Contracts as required from time to time in connection with the Company's and its Affiliates' respective businesses and operations, including the Business.

Section 3.12 Information and Access Rights

(1) The Company agrees to provide the Investor and its Representatives with the following, all of which shall be subject to Section 3.17:

(a) within 120 days after the end of each fiscal year of the Company, (i) an audited, consolidated balance sheet of the Company and its Subsidiaries as of the end of such fiscal year and (ii) audited, consolidated statements of income, comprehensive income, cash flows and changes in shareholders' equity of the Company and its Subsidiaries for such fiscal year; provided that this requirement shall be deemed to have been satisfied if on or prior to such date the Company files its audited annual financial statements with the applicable Canadian Securities Commissions pursuant to NI 51-102;

(b) within 60 days after the end of each fiscal quarter of the Company, (i) an unaudited, consolidated balance sheet of the Company and its Subsidiaries as of the end of such fiscal quarter and (ii) consolidated statements of income, comprehensive income and cash flows of the Company and its Subsidiaries for such fiscal quarter; provided that this requirement shall be deemed to have been satisfied if on or prior to such date the Company files its interim financial report with the applicable Canadian Securities Commissions pursuant to NI 51-102;

(c) as promptly as practicable following receipt thereof, a copy of any written notice, letter, correspondence or other written communication from a Governmental Authority, Indigenous Group and any non-governmental organization, community, community group or other similar such Person, or any civil, criminal, administrative, regulatory, arbitral or other litigation claims, actions, suits, proceedings or investigative inquiries (including Indigenous Claims) or other filings involving the Company or any of its Subsidiaries, in each case, in respect of the Company's potential, actual or alleged violation of any and all applicable Laws in any material respect; provided that, following delivery of a notice, letter, correspondence or other written communication other filings, the Company shall only be required to promptly notify the Investor and keep the Investor reasonably informed of any material developments in respect of the Company's potential, actual or alleged violation of any and all applicable Laws referred to in such notice, letter, correspondence or other written communication other filings and provided further that the Company shall not be required to furnish such copies or other information, the disclosure of which would reasonably be expected to result in the loss or impairment of solicitor-client privilege; and

(d) as promptly as practicable following any request by the Investor, acting reasonably, such other ad hoc information to facilitate the Investor's and its Affiliates' compliance with legal and regulatory requirements applicable to the beneficial ownership by the Investor and its Affiliates, as applicable, of Equity Securities.

(2) The Company shall, and shall cause its Affiliates and their respective Representatives to, provide the Investor and its Representatives with reasonable access from time to time, but in any event not more than once every six months, upon reasonable notice and during normal business hours (and at the Investor's costs), to the Company and its Affiliates' properties and books, Contracts, commitments, reports and other records of the Company or any of its Affiliates, and financial (including unaudited monthly management accounts consisting of a consolidated balance sheet and profit and loss statements), operating and technical data and other information in the possession of, or otherwise reasonably available to, the Company and its Affiliates, related to the Company's and its Affiliates' respective properties, business activities and operations.

Section 3.13 Filings

The Investor will, or will cause others to, as applicable, execute, deliver, file and otherwise assist the Company in filing on a timely basis, such reports, undertakings and other documents required by applicable Laws in connection with the transactions contemplated hereunder.

Section 3.14 Anti-Bribery and Trade Controls Compliance

(1) (a) the Company and its Subsidiaries, shall cause their respective employees, directors, officers, agents, and any Person acting on their behalf to comply with applicable Anti-Corruption Laws; (b) neither the Company, its Subsidiaries, nor any of its or their respective

employees, directors, officers, any agents, or any Person acting on its behalf shall: (i) give, promise to give, or offer to give, any payment, loan, gift, donation, or anything else of value (including a facilitation payment) directly or indirectly, to or for the benefit of, any Government Official or any other Person while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any such Government Official or to any other Person for the purpose of: (A) improperly influencing any action or decision of any Government Official in their official capacity, including a decision to fail to perform official functions, (B) inducing any Government Official or other Person to act in violation of their lawful duty, (C) securing any improper advantage, or (D) persuading any Government Official or other Person to use their influence with any Government Official or any government-owned Person to effect or influence any act or decision of such Governmental Authority or government-owned Person; or (ii) accept, receive, agree to accept, or authorize the acceptance of any contribution, payment, gift, entertainment, money, anything of value, or other advantage in violation of applicable Anti-Corruption Laws; and (c) as soon as practicable after the date of this Agreement, (and in any event no later than [●], 202[7][2]) the Company shall (and shall cause its Subsidiaries to) implement and maintain a risk-based compliance program with policies, procedures, internal controls, training, due diligence, monitoring, reporting mechanisms, and oversight, with appropriate resourcing which is reasonably designed to ensure compliance with all applicable Anti-Corruption Laws following guidance provided by the U.S. Department of Justice. Within 30 days of implementation of such policy, the Company shall provide a copy of such policy to the Investor, together with the resolutions of the Board or other relevant documentation evidencing the Company's adoption of such policy. Upon reasonable request, the Company agrees to provide responsive information to the Investor concerning its compliance with Anti-Corruption Laws or periodic certifications regarding compliance with Anti-Corruption Laws. The Company shall promptly notify the Investor in writing if the Company becomes aware of any actual, potential, suspected or alleged violation of Anti-Corruption Laws or any investigation, inquiry or litigation initiated by any Person regarding the Company, its Subsidiaries, its employees, officers, directors, agents or any Person acting on its behalf.

(2) (a) Neither the Company, nor its Subsidiaries nor any of its or their employees, directors, officers, or to the Company's knowledge its agents or any Person acting on its behalf, is or will become a Sanctioned Person nor is controlled by or acting, or will become controlled by or will act, for or on behalf of a Sanctioned Person or Sanctioned Territory; (b) the Company shall and shall cause its Subsidiaries and its and their respective employees, directors, officers, and to the best of its ability, its and their respective agents, and any Person acting on its or their behalf to comply with all Sanctions; (c) the Company shall not, and shall cause its Subsidiaries and its and their respective employees, directors, officers, or any other Person acting on behalf of the Company or any of its Subsidiaries not to conduct or facilitate any business transaction or activity with or for the benefit of a Sanctioned Person or any other manner that could reasonably result in a violation by any Person of Sanctions or that could cause any Person to become a Sanctioned Person; (d) the Company shall, as soon as practicable (and in any event no later than [●], 202[7][3]) implement and maintain a risk-based compliance program to ensure compliance with Sanctions by itself, its Subsidiaries, and each of their respective directors, officers, and employees, and any other Person acting on their respective behalf. The compliance program shall include risk-based policies, procedures, controls, training, monitoring, oversight and appropriate resourcing following guidance provided by any relevant Sanctions Authority, including Sanctions screening of third parties. As soon as practicable after the date of this Agreement, and in any event within 30 days after the date on which the

[2] **Note to Completion**: Insert date that is 6 months from the date of this Agreement.

[3] **Note to Completion**: Insert date that is 6 months from the date of this Agreement.

Company adopts such policy, the Company shall provide a copy of such policy to the Investor, together with the resolutions of the Board or other relevant documentation evidencing the Company's adoption of such policy. Upon reasonable request, the Company agrees to provide responsive information to the Investor concerning its compliance with Sanctions. The Company shall promptly notify the Investor if it becomes a Sanctioned Person, or if it becomes aware of any actual, potential, suspected or alleged violations of Sanctions by the Company, its Subsidiaries, its or their respective employees, directors, officers, agents, or any Person acting on its or their behalf, or any actual or threatened investigations, inquiries or enforcement actions by any Sanctions Authority or Governmental Authority relating to Sanctions. The Company will in good faith take all necessary actions to address and remediate any such Sanctions related issues, including terminating or withdrawing from any prohibited transaction as permitted by Sanctions.

(3) (a) The Company shall and shall cause its Subsidiaries and its and their respective employees, directors, officers, and to the best of its ability, its and their respective agents and any Person acting on its behalf to comply with all applicable AML Laws; and (b) the Company shall implement and maintain risk-based policies, procedures, and internal controls designed to ensure compliance with any applicable AML Laws by itself, its Subsidiaries and each of their respective directors, officers, and employees, and any other Person acting on their respective behalf.

(4) (a) The Company shall keep and maintain accurate and reasonably detailed books and financial records consistent with applicable Law; and (b) the Company will implement and at all times maintain appropriate internal accounting, financial, and compliance controls to ensure that any payments made are properly, accurately and completely recorded.

Section 3.15 Application of Securities Laws

The Parties acknowledge that the transactions contemplated pursuant to this Article 3, including the issuance and resale of Common Shares and Convertible Securities, are subject to applicable Securities Laws and the rules, policies and determinations of the Exchange, which may impose restrictions on the offer, sale, solicitation of offers to purchase and issuance and resale of the securities to the Investor and the resale of the securities acquired by the Investor hereunder. In particular, the Parties acknowledge that the transactions contemplated pursuant to this Article 3 may be subject to applicable Securities Laws regarding "related party transactions". Notwithstanding anything else in this Agreement, the Parties agree that: (i), if as a result of complying with such Securities Laws, the time periods provided herein cannot be practicably complied with, such time periods shall be deemed not to apply to the applicable transaction and the Parties shall use commercially reasonable efforts to complete the transactions to be carried out in as expeditious a manner as is practical in order to comply with such applicable Securities Laws, and (ii) in the case of any transaction that is intended by the Company to be made in reliance upon one or more exemptions from the registration requirements of the U.S. federal and state securities laws, any offers, sales and solicitations of offers to buy Company securities that are made to the Investor pursuant to this Article 3 shall be made in accordance therewith, and may be conditioned upon the Investor providing the Company with such evidence of exemption as the Company may reasonably request upon the advice of its outside U.S. legal counsel.

Section 3.16 Anti-Competitive Behaviour

(1) Each Party hereby represents, warrants, covenants and agrees that, as at the date of this Agreement and on each subsequent occasion that it performs obligations under this Agreement, it has not engaged in any Anti-Competitive Behaviour in relation to the terms and

conditions of this Agreement or in the performance of this Agreement including the taking of actions or carrying out of activities pursuant to this Agreement.

(2) The Parties will implement a ring-fencing protocol on terms reasonably acceptable to the Parties restricting or regulating the flow of competitively sensitive information among the Parties and their respective Representatives, including their respective director nominees appointed or elected to the Board and committee member nominees appointed to such applicable committees, if the Parties agree such ring-fencing is required in order to comply with applicable competition Laws. The Parties acknowledge that this protocol may require that an independent third party auditor be appointed to aggregate and audit competitively sensitive information and that the costs of such auditor will be borne equally by the Parties.

Section 3.17 Confidentiality

(1) Except as otherwise provided in this Agreement, each Party agrees that all information, data and technology disclosed to it by or on behalf of the other Party and any other information that such Party receives or acquires from the other Party in connection with this Agreement (including relating to any Equity Financing, Royalty Financing or Proposed Property Transfer) or the subject matter hereof ("**Confidential Information**") shall be kept confidential and shall not be disclosed to any Person that is not a Party or an Affiliate of a Party.

(2) In complying with the foregoing, each Party shall use the same degree of care as would be used by a normally prudent Person in protecting its own proprietary and confidential information.

(3) Notwithstanding the foregoing:

(a) a Party shall not be required to keep confidential any Confidential Information that is:

(i) at the time of the disclosure, through no wrongful act or omission of such Party, part of the public domain;

(ii) independently developed by such Party; or

(iii) lawfully obtained by such Party from a third party that, to the knowledge of such Party, is not subject to restrictions of confidentiality with respect to such Confidential Information; and

(b) each Party shall have the right to disclose Confidential Information:

(i) to the extent permitted by this Agreement;

(ii) to the extent consented to by the other Party;

(iii) to its Affiliates, provided that such Party shall be responsible for ensuring their compliance with this Section 3.17;

(iv) on a need-to-know basis to professional advisers, including legal counsel and technical advisors, provided that such Party shall be responsible for ensuring their compliance with this Section 3.17;

(v) on a need-to-know basis to its auditors, insurers, banks or other financial institutions, if such disclosure is reasonably necessary in connection with the services to be performed by them and each such Person agrees to keep the Confidential Information confidential;

(vi) on a need-to-know basis to a *bona fide* purchaser or prospective purchaser of securities or assets of a Party or any of its Affiliates or to a Party's or any of its Affiliates' respective financiers or prospective financiers, in each case if such disclosure is reasonably necessary in connection with the proposed transaction or relationship with such person and provided that such Party shall be responsible for ensuring their compliance with this Section 3.17;

(vii) to the extent required by applicable Law or the requirements of a Governmental Authority (which, for greater certainty, includes filing a conformed copy of this Agreement on the Company's profile on www.sedarplus.com and disclosing a summary of the Agreement in the appropriate Public Disclosure Documents, subject to Section 6.10 and so long as any such disclosure is approved by the Investor, acting reasonably, prior to the first time it is publicly disclosed); provided that, to the extent permissible by applicable Law, prompt notice, in writing, of the circumstances of the required disclosure is given to the other Party, and the other Party is given the ability to object to such disclosure and, at its election, to take such steps as it considers necessary to maintain the confidentiality of the Confidential Information by the Governmental Authority (including steps to obtain a protective order or other assurance that confidential treatment will be accorded to the Confidential Information after the disclosure); and

(viii) in legal, expert or arbitration proceedings involving the rights and obligations of a Party (which proceedings shall be kept confidential to the extent permitted by applicable Law).

Section 3.18 Certain U.S. Tax Matters

(1) The Company shall, at the Company's cost and expense, reasonably determine, based upon the information available to the Company at such time and in good faith the status of the Company as a "controlled foreign corporation" (a "**CFC**"), within the meaning of Section 957 of the Code, for each taxable year of the Company in which the Investor holds or held 10% or more of the outstanding Common Shares (the "**Specified Taxable Year**"), and shall notify the Investor of such reasonable determination of its CFC status within 90 days of the end of such Specified Taxable Year (including, for the avoidance of doubt, the calendar year which includes the date of this Agreement). If the Company reasonably determines in good faith that it was likely a CFC for the Specified Taxable Year, the Company shall provide the Investor with information reasonably requested by the Investor to enable the Investor to determine, at the Investor's cost and expense, (a) the amount of subpart F income, as defined in Section 952 of the Code, (b) the CFC classification of any of the Company's Subsidiaries, (c) the amount of the Company's and its Subsidiaries' earnings and profits potentially treated as dividends pursuant to Section 1248 of the Code, and (d) the Investor's pro rata portion of such amounts determined under each of the foregoing clauses (a) and (c), in each case, for the Specified Taxable Year. The Company shall, and shall cause its Subsidiaries to, provide the Investor with access to such information as the Company and its Subsidiaries have in their possession or which is reasonably available to them without incurring material third-party costs, as may be required for the Investor to, at the Investor's cost and expense, (i) confirm the Company's

reasonable determination of the status of the Company as a CFC, for a Specified Taxable Year, (ii) confirm the status of any of the Company's Subsidiaries as a CFC, for a Specified Taxable Year, (iii) determine whether the Investor is required to report its pro rata portion of the Company's or any of its Subsidiaries' subpart F income, as defined in Section 952 of the Code, on its U.S. federal income Tax return, (iv) permit the Investor to comply with the reporting requirements under Sections 6038 or 6038B of the Code, or (v) to otherwise allow the Investor to otherwise comply with applicable income Tax laws, Tax reporting requirements, and other applicable laws.

(2) The Company shall, at the Company's cost and expense, reasonably determine in good faith the status of the Company as a passive foreign investment company ("**PFIC**") within the meaning of Section 1297(a) of the Code for each taxable year of the Company in which the Investor holds Common Shares, and shall notify the Investor of such reasonable determination of its PFIC status as promptly as practicable following the completion of each tax year of the Company (including, for the avoidance of doubt, the Company's tax year which includes the date of this Agreement). The Company shall, upon request by the Investor, timely make available to the Investor such information as reasonably requested in writing by the Investor in the Company's possession or which is reasonably available to it without incurring material third-party costs to permit the Investor (or its direct or indirect equityholders), to determine whether the Company or any of its Subsidiaries was a PFIC for the taxable year that included the date of this Agreement (and, if requested by Investor, any other tax year of the Company during which the Investor holds or held Common Shares). Upon a determination by the Company, the Investor or any Tax Authority that the Company has been a PFIC with respect to an applicable tax year, the Company shall provide the Investor, as promptly as practicable following the completion of such tax year of the Company, with all information reasonably available to the Company applicable to such tax year (including, without limitation, a "PFIC Annual Information Statement" within the meaning of Treasury Regulations section 1.1295-1(g) in respect of the Company containing the information and statements in respect of the Company required to be set forth thereon and duly executed by the Company or any of its authorized Representatives) to permit the Investor (or its direct or indirect equityholders, as applicable), at the cost and expense of the Investor or its direct or indirect equityholders, as applicable, to (a) accurately prepare all Tax returns and comply with any reporting requirements as a result of such determination and (b) make any election (including, without limitation, a "qualified electing fund" election under Section 1295 of the Code ("**QEF Election**")), with respect to the Company, and comply with any reporting or other requirements incidental to such QEF Election.

ARTICLE 4
REGISTRATION RIGHTS

Section 4.1 Demand Registrations

(1) The Investor may require the Company to effect a Registration of all or part of its Registrable Shares (such Registration being hereinafter referred to as a "**Demand Registration**") by filing a Prospectus under the Securities Laws of the jurisdictions selected by the Investor. Any such request shall be made by notice in writing (a "**Demand Registration Request**") to the Company. Subject to Section 4.1(2), the Company shall be entitled to include for sale in any Prospectus filed pursuant to a Demand Registration any securities of the Company to be sold by the Company for its own account. The Company shall as soon as reasonably practical, and in any event within 45 days of receipt of a Demand Registration Request, file a Prospectus in compliance with the Securities Laws of the jurisdictions selected by the Investor covering all of the Registrable Shares that the Investor requested to be registered and, as applicable, any

securities offered by the Company for its own account, and use all reasonable efforts to cause a receipt to be issued for such Prospectus as soon as reasonably practicable, provided that the jurisdictions selected by the Investor shall be limited to the Qualifying Jurisdictions in which the Company is then a reporting issuer. The Company and the Investor shall cooperate in a timely manner in connection with any such distribution and the procedures in Schedule “A” shall apply.

(2) If the lead underwriter or underwriters in any underwritten Demand Registration advise the Company and the Investor in writing that, in their good faith opinion, the inclusion of all the securities requested to be included in a Demand Registration, including securities offered by the Company for its own account, as applicable, may have a material and adverse effect on the distribution or sales price of the securities being offered unless the number of such securities is reduced (such reduced offering size, as determined by the lead underwriter or underwriters in their good faith opinion, the “**Maximum Offering Size**”), the Company will include in such Registration, in the following priority, in the aggregate up to the Maximum Offering Size: (a) first, all Registrable Shares requested to be registered in the Demand Registration by the Investor; and (b) second, securities offered by the Company for its own account, if any, that may be accommodated in such Demand Registration based on the written advice of the lead underwriter or underwriters.

(3) The Company shall not be obliged to effect:

(a) more than two Demand Registrations in any one 12 month period; provided, however, that a Registration shall not be deemed “effected” for purposes of this Section 4.1 until such time as a receipt has been issued by, or deemed to be issued by, the applicable Canadian Securities Commissions for a final Prospectus or supplement to a Shelf Prospectus pursuant to which all of the Registrable Shares included in the Demand Registration are to be distributed; provided however, that if the Investor withdraws, or does not pursue a request for a Demand Registration after (i) filing a preliminary Prospectus pursuant to which the Registrable Shares are to be distributed, or (ii) the entering into of an enforceable bought deal letter or an underwriting or agency agreement in connection with the Demand Registration (provided that at such time the Company is in compliance in all material respects with its obligations under this Agreement), then such Demand Registration shall be deemed to be effected, and provided further that if the Investor withdraws its request for inclusion of its Registrable Shares at any time after having learned of a material adverse change in the condition or business of the Company, or if the Investor withdraws its request during the Suspension Period, the Investor shall not be deemed to have participated in or requested such Demand Registration;

(b) a Demand Registration in respect of a number of Registrable Shares that is expected to result in gross proceeds of less than *[redacted – commercially sensitive information]* to the Investor, unless such Demand Registration is in respect of all of the Registrable Shares owned by the Investor at such time;

(c) a Demand Registration before the 120th day following the date on which a receipt was issued to the Company with respect to any final Prospectus or supplement to a Shelf Prospectus filed by the Company in connection with another Demand Registration; or

(d) at any time prior to the occurrence of the Transfer Restriction Outside Date.

(4) The Company may postpone the filing of a Prospectus to effect a Demand Registration for a period of not more than 90 days (each, a "**Suspension Period**"), if the Company furnishes a certificate signed by the Company's Chief Executive Officer stating that in the good faith judgment of the Board either: (a) the filing of that Prospectus for the Demand Registration would materially impede the ability of the Company to consummate a bona fide financing, acquisition, disposition, merger, amalgamation, recapitalization, consolidation, reorganization, or similar transaction involving the Company or its Subsidiaries that is material to the Company or proceed with negotiations or discussions in relation thereto; or (b) there exists at the time material non-public information relating to the Company or its Subsidiaries, the disclosure of which the Company believes would be materially adverse to the Company and its Subsidiaries, taken as a whole, and which the Company or its Subsidiaries are not otherwise required by applicable Law or regulations to disclose; (each of (a) and (b), a "**Valid Business Reason**") provided, however, that (i) the Company shall give written notice to the Investor of the time at which it determines the Valid Business Reason to no longer exist, (ii) the Company shall not qualify or register any securities offered by the Company for its own account during the Suspension Period, and (iii) the Company may not invoke this right more than twice in any 12-month period.

(5) The lead underwriter or underwriters for any offering in connection with a Demand Registration shall be selected by the Investor, subject to the Company's prior approval (not to be unreasonably withheld, conditioned or delayed), and the plan of distribution for such offering in connection with a Demand Registration shall be selected by the Investor in consultation with the Company.

Section 4.2 Demand Registration Request

Any Demand Registration Request delivered by the Investor pursuant to Section 4.1 shall:

(a) specify the number of Registrable Shares which the Investor intends to offer and sell;

(b) express the intention of the Investor to offer or cause the offering of such Registrable Shares;

(c) describe the nature or methods of the proposed offer and sale thereof and the jurisdictions of Canada in which such offer shall be made;

(d) contain the undertaking of the Investor participating in such offering to provide all such information regarding its Common Share holdings and the proposed manner of distribution thereof, as may be reasonably required in order to permit the Company to comply with all Securities Laws; and

(e) specify whether such offer and sale shall be made by an underwritten public offering.

Section 4.3 Piggyback Registration

(1) Subject to Section 4.8, if the Company intends to prepare and file a Prospectus in Canada (or in any other jurisdiction in which the Common Shares are listed at the time a Piggyback Notice is provided) in connection with a proposed distribution by the Company of any securities for its own account, or for the account of any other securityholder, whether pursuant to the exercise of registration rights by such other securityholder or otherwise, the Company shall give written notice thereof (including details of the number of securities to be distributed, the minimum offering price per security that the Company, acting reasonably, would be willing to accept in

such distribution and the proposed timing and means of distribution) to the Investor as soon as practicable (and in any event no less than 15 Business Days if such distribution is not to be effected as a "bought deal" or three Business Days if such distribution is to be effected as a "bought deal") before the anticipated filing date of such Prospectus (or in the case of a "bought deal", the launch thereof) (the "**Piggyback Notice**"). In such event, the Investor shall be entitled, by notice (the "**Piggyback Request**") in writing given to the Company within five Business Days after the receipt of the Piggyback Notice (provided that, if such distribution is to be effected as a "bought deal", the Investor shall respond consistent with the time periods typical for transactions of that nature), to request that the Company cause any or all of the Registrable Shares held by the Investor to be included in such Prospectus (such Registration being hereinafter referred to as a "**Piggyback Registration**"). The Investor shall specify in the Piggyback Request the number of Registrable Shares which the Investor intends to offer and sell and include the undertaking of the Investor to provide all such information regarding its Common Share holdings and the proposed manner of distribution of the Registrable Shares as may be reasonably required in order to permit the Company to comply with all applicable Securities Laws. The Company may modify the size, timing or structure of any such distribution in its sole discretion, including to pursue alternative financing transactions, provided that, for greater certainty, if the Company proceeds with the Piggyback Registration but modifies the size, timing or structure of the distribution pursuant to such Piggyback Registration, the Investor shall, subject to Section 4.3(2), continue have the right to have the Registrable Shares directed by the Investor in its Piggyback Request included in such Piggyback Registration.

(2) The Company shall include in each such Piggyback Registration all such Registrable Shares as directed by the Investor in its Piggyback Request. Notwithstanding the foregoing, the Company shall not be required to include all such Registrable Shares in any such distribution:

(a) initiated by the Company for its own account, if the Company is advised in writing by its lead underwriter or underwriters that, in their good faith opinion, the inclusion of all securities proposed to be distributed for the Company's account, all such Registrable Shares and all securities of any other securityholder may have a material and adverse effect on the distribution or sales price of the securities being offered by the Company, in which case, the number of Common Shares and other Registrable Shares to be included in such Prospectus will be limited to the Maximum Offering Size and the Company will include in such Registration, in the following priority, in the aggregate up to the Maximum Offering Size: (i) first, the number of Common Shares proposed to be distributed for the account of the Company that represents up to 75% of the Common Shares to be included in such Prospectus; and (ii) second, all additional Common Shares proposed to be distributed for the account of the Company, all Registrable Shares requested by the Investor to be qualified in the Piggyback Request and all Common Shares of any other securityholder to be included in such Prospectus, on a pro rata basis based on the total number of such additional Common Shares proposed to be distributed for the account of the Company, all Registrable Shares requested by the Investor to be qualified in the Piggyback Request and all other Common Shares requested to be included in such Prospectus; or

(b) initiated by any other securityholder, if the other securityholder is advised in writing by their lead underwriter or underwriters that, in their good faith opinion, the inclusion of all such Registrable Shares and the Common Shares proposed to be distributed for the Company's account or Common Shares of such other securityholders may have a material and adverse effect on the distribution or sales price of the securities being offered by such other securityholder, in which case, the number of Registrable Shares, Common Shares for the account of the Company and the Common Shares of any other securityholder to be included in such Prospectus will be limited to the Maximum Offering Size and the Company will include in such Registration, in the following order of priority, in the aggregate up to the Maximum Offering Size: (i) first, all Common Shares proposed to be distributed for the account of the other securityholder; and (ii) second, all Registrable Shares requested by the Investor to be qualified in the Piggyback Request and Common Shares proposed to be distributed for the account of the Company on a pro rata basis based on the amount of Registrable Shares requested by the Investor to be qualified in the Piggyback Request and Common Shares proposed to be distributed for the account of the Company requested to be included in such Prospectus.

(3) The Company may, at any time prior to the issuance of a receipt for a final Prospectus or supplement for a Shelf Prospectus in connection with a Piggyback Registration, at its sole discretion and without the consent of the Investor, withdraw such Prospectus and abandon the proposed distribution in which the Investor has requested to participate pursuant to the Piggyback Request.

Section 4.4 Registration Expenses

(1) In the case of a Demand Registration, all Distribution Expenses shall be paid by the Investor; provided that, if the Company offers any securities for its own account in any Demand Registration, the Company and the Investor shall each pay a pro rata amount of the Distribution Expenses determined based on the proportion of the number securities offered by the Company for its own accounting such Demand Registration relative to the number of securities offered by the Investor in such Demand Registration.

(2) In the case of a Piggyback Registration, all Distribution Expenses shall be paid by the Company.

(3) The Investor will pay all of its own Selling Expenses, the Company will pay all Selling Expenses of the Company and any other securityholder will pay all Selling Expenses of such securityholder, if any, in connection with any Demand Registration or Piggyback Registration, as the case may be.

Section 4.5 Preparation; Reasonable Investigation

In connection with the preparation and filing of any Prospectus in connection with a Demand Registration or Piggyback Registration as herein contemplated:

(a) the Company will give the Investor, the underwriter or underwriters of such distribution, if any, and their respective counsel, auditors and other representatives, the opportunity to participate in the preparation of such documents and each amendment thereof or supplement thereto, and shall insert therein such material furnished to the Company in writing, which in the reasonable judgment of the Company and its counsel should be included, and will give each of them such reasonable and customary access (provided that such access shall not unreasonably interfere with the conduct of the Company's business and, to the extent determined by the Company in good faith, after receipt of advice from its outside legal counsel, be subject to customary blackout, clean room or competition-law protocols) to the Company's books and records and such reasonable and customary opportunity to discuss the business of the Company with its officers and auditors, and to conduct all reasonable and customary due diligence which the Investor and the underwriter or underwriters, if any, and their respective counsel may reasonably require in order to conduct a reasonable investigation for purposes of establishing any available due diligence defence pursuant to Securities Laws (and any other applicable securities Laws) and in order to enable such underwriters to execute any certificate required to be executed by them in Canada for inclusion in such documents, provided that the Investor and the underwriter(s) agree to maintain the confidentiality of such information ; and

(b) the Investor shall furnish to the Company in writing such information as the Company reasonably requests for use in connection with any such Prospectus.

Section 4.6 Indemnification

(1) **By the Company**. The Company agrees to indemnify and hold harmless, to the maximum extent permitted by Law, each holder of Registrable Shares and such holder's officers, directors, partners, members, managers, employees, advisors, sub-advisors, attorneys, agents and other representatives, and each Person who controls such holder (collectively, the "**Investor Indemnified Parties**") against all losses (other than indirect or consequential damages, including loss of profit in connection with the distribution of the Registrable Shares), claims, actions, damages, liabilities and expenses (including with respect to actions or proceedings, whether commenced or threatened, and including reasonable attorney fees and expenses) caused by, resulting from, arising out of, based upon or related to any of the following statements, omissions or violations by the Company or any of its Representatives acting on its behalf: (a) any untrue or alleged untrue statement of material fact contained in any Prospectus or any amendment thereof or supplement thereto, in respect of a Demand Registration or Piggyback Registration, or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or (b) any violation or alleged violation by the Company or any of its Representatives of the Securities Laws or any rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, qualification or compliance. In addition, the Company will reimburse such Investor Indemnified Party for any legal or any other expenses reasonably incurred by it in connection with investigating or defending any such losses. Notwithstanding the foregoing, the Company shall not be liable in any such case to the extent that any such losses result from, arise out of, are based upon, or relate to an untrue statement or alleged untrue statement, or omission or alleged omission, made in any such Prospectus, or in any application, in reliance upon, and in conformity with, written information prepared and furnished in writing to the Company by such Investor Indemnified Party expressly for use therein or by such Investor Indemnified Party's failure to deliver a copy of the Prospectus or any amendments or supplements thereto after the Company has furnished such Investor Indemnified Party with a sufficient number of copies of the same.

(2) **By the Investor**. The Investor agrees to indemnify and hold harmless, to the maximum extent permitted by Law, the Company, its directors and officers, parents, members, managers, employees, advisors, sub-advisors, attorneys, agents and other representatives, and each Person who controls the Company (collectively, the "**Company Indemnified Parties**") against all losses (other than indirect or consequential damages, including loss of profit in connection with the distribution of the Common Shares), claims, actions, damages, liabilities and expenses (including with respect to actions or proceedings, whether commenced or threatened, and including reasonable attorney fees and expenses) caused by, resulting from, arising out of, based upon or related to any of the following statements, omissions or violations by the Investor or any of its Representatives acting on its behalf: (a) any untrue or alleged untrue statement of material fact contained in any Prospectus or any amendment thereof or

supplement thereto, or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, but only to the extent that such untrue statement or omission is contained in any information furnished in writing by the Investor expressly for inclusion in such Prospectus; or (b) any violation or alleged violation by the Investor or its Representatives of the Securities Laws or any rule or regulation promulgated thereunder applicable to the Investor and relating to action or inaction required of the Investor in connection with any such registration, qualification or compliance. In addition, the Investor will reimburse such Company Indemnified Party for any legal or any other expenses reasonably incurred by it in connection with investigating or defending any such losses. Notwithstanding the foregoing, in no event shall any indemnity under this Section 4.6(2), inclusive of any reimbursement of expenses payable by the Investor, exceed an amount equal to the net proceeds received by the Investor (after deducting any discounts and commissions) in respect of the Registrable Shares sold pursuant to a Registration.

(3) **Claim Procedure**. Any Person entitled to indemnification hereunder shall: (a) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any Person's right to indemnification hereunder only to the extent such failure has not prejudiced the indemnifying party); and (b) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel satisfactory to the indemnified party, acting reasonably. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel in each applicable jurisdiction for all parties indemnified by such indemnifying party with respect to such claim, unless in the opinion of outside counsel to any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. In such instance, the conflicted indemnified parties shall have a right to retain one separate counsel, chosen by the holders of a majority of the Registrable Shares included in the Registration if such holders are indemnified parties, at the expense of the indemnifying party.

(4) **Non-Exclusive Remedy; Survival**. The rights to indemnification and contribution provided for under this Agreement shall be in addition to any other rights to indemnification or contribution that any indemnified party may have pursuant to Law or contract and shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and shall survive the Transfer of Registrable Shares and the termination or expiration of this Agreement.

(5) **Contribution**. The Company and the Investor also agree to make such provisions, as are reasonably requested by any indemnified party, for contribution to such party in the event the Company's or the Investor's, as applicable, indemnification is unavailable for any reason (other than, with respect to the Investor, as a result of the last sentence of Section 4.6(2)). Such provisions shall provide that the liability amongst the various Persons shall be allocated in such proportion as is appropriate to reflect the relative fault of such Persons in connection with the statements or omissions which resulted in losses (the relative fault being determined by reference to, among other things, which Person supplied the information giving rise to the untrue statement or omission and each Person's relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission) and, only

if such allocation is not respected at Law, would other equitable considerations, such as the relative benefit received by each Person from the sale of the securities, be taken into consideration. Notwithstanding the foregoing no Person guilty of fraudulent misrepresentation shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(6) **Release**. No indemnifying party shall, except with the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement that (a) does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation, (b) includes an admission of fault, culpability or a failure to act by or on behalf of the indemnified party, or (c) involves the imposition of equitable remedies or the imposition of any obligations on the indemnified party or adversely affects the indemnified party other than as a result of financial obligations for which such indemnified party would be entitled to indemnification hereunder.

(7) **The Company is Trustee**. The Investor hereby acknowledges and agrees that, with respect to this Article 4, the Company is contracting on its own behalf and as agent for the Company Indemnified Parties referred to in this Article 4. In this regard, the Company will act as trustee for such Company Indemnified Parties of the covenants of the Investor under this Article 4 with respect to such Company Indemnified Parties and accepts these trusts and will hold and enforce those covenants on behalf of such Company Indemnified Parties.

(8) **The Investor is Trustee**. The Company hereby acknowledges and agrees that, with respect to this Article 4, the Investor is contracting on its own behalf and as agent for the Investor Indemnified Parties referred to in this Article 4. In this regard, the Investor will act as trustee for such Investor Indemnified Parties of the covenants of the Company under this Article 4 with respect to such Investor Indemnified Parties and accepts these trusts and will hold and enforce those covenants on behalf of such Investor Indemnified Parties.

Section 4.7 Short Form Eligibility and Shelf Prospectuses

The Company agrees to use all reasonable efforts to maintain short form prospectus eligibility pursuant to National Instrument 44-101 *Short Form Prospectus Distributions*. For greater certainty, references herein to a "Prospectus" shall, as applicable, include a short form prospectus. At any time when the Company is eligible to use a short form prospectus as contemplated by this Section 4.7 the Investor may request that the Company file a Shelf Prospectus and, upon receipt of such request, the Company agrees to use all reasonable efforts to file and maintain an active Shelf Prospectus in order to, among other things, facilitate a Demand Registration; provided, however, that if the Company meets the applicable requirements of a "Well-known Seasoned Issuer" under Securities Laws, the Company may, in its sole discretion, choose to file a "WKSI" Shelf Prospectus for a Demand Registration and, if for an underwritten offering, the Company may, in its sole discretion, choose to time the filing of such "WKSI" Shelf Prospectus such that the receipt therefor is issued by the applicable Canadian Securities Commission.

Section 4.8 Limitation on Subsequent Registration Rights

The Company shall not, without the prior written consent of the Investor, enter into any agreement with any holder or prospective holder of securities of the Company that would, directly or indirectly, abrogate, circumvent or otherwise frustrate the rights of the Investor to include securities of the Company in any Prospectus under applicable Securities Laws.

Section 4.9 Sale by Affiliates

If any Registrable Shares to be sold pursuant to any Demand Registration or Piggyback Registration are owned by an Affiliate of the Investor, all references to the Investor in this Article 4 and Schedule "A" shall be deemed, for the purpose of such Demand Registration or Piggyback Registration, to include both the Investor and/or its Affiliates.

Section 4.10 Sale in the U.S. or Other Jurisdiction

(1) The Company covenants and agrees that, in the event the Company proposes to become a U.S. registrant at a time when the Investor is entitled to the rights set out in this Article 4, the Company will, as a condition to so becoming a U.S. registrant, enter into a registration rights agreement with the Investor in a form acceptable to the Investor, acting reasonably, upon terms substantially similar to those provided in this Article 4 with respect to Demand Registrations and Piggyback Registrations in accordance with Section 4.10(2).

(2) If the Company proposes to file a registration statement for the sale of Common Shares to the public in the United States (or otherwise proposes to cause the Common Shares to be listed on a United States national securities exchange), the Parties shall, prior to such sale or listing taking place, supplement this Agreement so as to provide the Investor with registration rights enabling the sale of Common Shares to the public in the United States that are substantially equivalent to the Canadian registration rights provided under this Agreement, including demand registration rights, piggy-back registration rights and provisions relating to indemnification upon terms and conditions substantially equivalent to the terms and conditions set forth in this Article 4. Subject to applicable Law, the provisions of this Article 4 shall apply, *mutatis mutandis*, to any sale of Common Shares or listing on an exchange or market in any other jurisdiction.

ARTICLE 5
INVESTOR COVENANTS

Section 5.1 Transfer Restrictions

(1) Subject to Section 5.1(2), until the Transfer Restriction Outside Date, the Investor shall not and shall cause its Affiliates not to, without the prior written consent of the Company (such consent not to be unreasonably withheld, delayed or conditioned), Transfer any Equity Securities.

(2) The restrictions in Section 5.1(1) shall not apply to:

(a) any Transfer of Equity Securities by the Investor or any of its Affiliates (i) to its or their respective Affiliates; (ii) occurring by operation of law; or (iii) in connection with any pledge or hypothecation of such Equity Securities in favour of a third party lender as security for *bona fide* indebtedness of the Investor or any of its Affiliates, provided that in each of clauses (i), (ii) and (iii), that any such transferee or pledgee shall, prior to any such Transfer, agree to be bound by all of the covenants of the Investor contained herein and comply with the Investor's obligations under the provisions of this Agreement;

(b) the exercise, conversion or exchange and settlement of Convertible Securities; and

(c) any Transfer of Equity Securities to the Company or any of its Subsidiaries in one or more privately negotiated transactions from time to time.

Section 5.2 Placement Rights

(1) Subject to Section 5.1, if the Investor notifies the Company of its intention to sell, whether in a single transaction or through a series of related transactions to occur within a period of 30 consecutive days, in the aggregate such number of Common Shares (other than a proposed sale to a Person that is an Affiliate of the Investor) equal to 10% or more of the then issued and outstanding Common Shares on a non-diluted basis, the Company shall provide reasonable assistance and cooperate with the Investor in identifying one or more prospective purchasers of all, but not less than all, of such Common Shares, including providing prospective purchasers with access to information regarding the Company and the Common Shares as may be reasonably required by such prospective purchaser to evaluate the potential acquisition of such Common Shares from the Investor.

(2) From the date hereof until the Transfer Restriction Outside Date, if the Investor wishes to sell, whether in a single transaction or through a series of related transactions to occur within a period of 30 consecutive days, in the aggregate such number of Common Shares (other than a proposed sale to a Person that is an Affiliate of the Investor) (the "**Sale Shares**"):

(a) equal to 5% or more of the then issued and outstanding Common Shares on a non-diluted basis, the Investor shall notify the Company in writing of its intention to sell the Sale Shares (the "**5% Sale Notice**"), specifying the number of Sale Shares the Investor intends to sell and the minimum cash price which the Investor is prepared to accept (the "**Minimum Sale Price**") and any other terms and conditions of the disposition. Following receipt of the 5% Sale Notice, during the 14-day period thereafter (the "**Company Placement Period**"), the Company shall have the right to purchase for cancellation or seek and arrange for purchaser(s) (the "**Company Arranged Purchasers**") to purchase all, but not less than all, of the Sale Shares.

(b) If, prior to the expiry of the Company Placement Period, the Company has or the Company Arranged Purchasers have committed to purchase no less than all of the proposed Sale Shares specified in the 5% Sale Notice at a price per Sale Share that is not less than the Minimum Sale Price (and otherwise on customary terms and conditions), then the Investor shall negotiate in good faith with the Company or the Company Arranged Purchasers, as applicable, the terms of such proposed sale transaction. If prior to the expiry of the Company Placement Period, (i) the Company fails to identify prospective Company Arranged Purchasers and determines to not (or is unable to) purchase all such Sale Shares for cancellation at a price per Sale Share that is not less than the Minimum Sale Price (and otherwise on customary terms and conditions) by the end of the Company Placement Period, (ii) the Investor, acting reasonably and in good faith, does not approve the identity of the Company Arranged Purchasers identified by the Company or does not agree to the terms of such proposed sale transaction, then the Investor shall be entitled to sell up to the number of Sale Shares specified in the 5% Sale Notice to any Person other than an Affiliate of the Investor. If the Sale Shares have not all been sold within 30 days of the expiry of the Company Placement Period, the Investor shall not sell any Sale Shares not already sold at the expiry of such 30-day period without providing the Company with a new 14-day period to elect to purchase such unsold Sale Shares for cancellation or identify new Company Arranged Purchaser(s) to purchase such unsold Sale Shares at a price per Sale Share that is not less than the Minimum Sale Price (and otherwise on customary terms and conditions).

Section 5.3 Investor Voting Support

From the date hereof until the earlier to occur of [●], 2028[4] and any Early Termination Trigger, the Investor shall, with respect to any Common Shares beneficially owned, at the Investor's sole discretion either: (a) not vote such Common Shares against any resolutions recommended by the Board; or (b) abstain or withhold from voting such Common Shares on any such resolutions recommended by the Board, in each case, at any meeting of Shareholders. For the avoidance of doubt, nothing in this Agreement shall require any Investor's Designee to vote in his or her capacity as a director of the Company and each Investor's Designee shall have unfettered discretion to exercise his or her fiduciary duties as a director of the Company, including on all matters put forward to a vote of the Board, in his or her sole and absolute discretion.

Section 5.4 Standstill Restrictions

(1) Subject to Section 5.4(2), from the date hereof until the earlier to occur of [●], 2028[5] and any Early Termination Trigger, without the prior written consent of the Company, the Investor shall not, directly or indirectly, whether alone or jointly in concert with any other Person:

(a) acquire, agree to acquire, or make any proposal or offer to acquire ownership of any Equity Securities of the Company other than in connection with the exercise of the Investor's rights pursuant to Article 3 or upon the exercise, conversion or exchange and settlement of Convertible Securities;

(b) solicit, or in any way participate in the solicitation of, proxies from Shareholders or other security holders of the Company or otherwise attempt to influence the conduct of the Shareholders with respect to the voting of, any Common Shares;

(c) enter into any agreement, submit a proposal for, or offer to acquire or announce an intention to offer to acquire or assist, advise or encourage any other Person to propose or effect any take-over bid, tender or exchange offer, amalgamation, merger, arrangement or other business combination involving the Company or any of its Subsidiaries or for the acquisition of material assets of the Company;

(d) seek to control or influence the Board or the management of the Company or affect control of the Company;

(e) make any public announcement disclosing any intention or plan with respect to any of the foregoing, or knowingly assist, advise, encourage or agree, engage in discussions or negotiations, or otherwise act in concert, with any Person to do any of the foregoing;

(f) take any action with respect to the Company or its Subsidiaries that would reasonably be expected to require the Company to make a public announcement with respect to any matters described in Section 5.4(1)(a) through to (d); or

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[4] **Note to Completion**: To be the date that is 24-months from the date of this Agreement.

[5] **Note to Completion**: To be the date that is 24-months from the date of this Agreement.

(g) request the Company, directly or indirectly, amend or waive any provision of this Agreement in a manner that would reasonably be expected to require the Company to make any public disclosure.

(2) Notwithstanding anything to the contrary in Section 5.4(1): (a) no act, action or activity required or otherwise contemplated or permitted to be taken by the Investor, its Affiliates and its and their respective Representatives, Investor's Designees, Board Observers, Investor Technical Committee Members under this Agreement shall be or shall be deemed to be restricted by or subject to the restrictions set forth in Section 5.4(1); and (b) Section 5.4(1) shall not prevent or restrict the ability of the Investor to (i) make a confidential proposal to the Board regarding any of the matters contemplated in Section 5.4(1), to enter into discussions or negotiations with the Board (or with one or more individuals designated for such purpose) with respect to the terms of any such proposal and to enter into any agreement with the Company providing for the consummation of such proposal, or (ii) exercise any rights or remedies of the Investor or any of its Affiliates, as applicable, pursuant to the terms of the Purchase and Sale Agreement, the Offtake Rights Agreement or the Water Supply Agreement.

ARTICLE 6
GENERAL PROVISIONS

Section 6.1 Termination

If (i)(x) the Investor's Percentage has fallen below the 10% Threshold; (y) the Investor has received written notice from the Company that the Investor's Percentage has fallen below the 10% Threshold; and (z) for the continuous 30-day period commencing on the third Business Day following the date upon which the Investor has received such written notice, the Investor's Percentage is determined to be less than the 10% Threshold calculated on a daily basis during such 30-day period, then (ii) this Agreement shall automatically terminate and be of no further force and effect on the first date following such continuous 30-day period. Notwithstanding the foregoing, (a) the provisions of Section 3.13, Section 3.14 and Section 3.18 shall survive any such termination until such time as none of the Investor or any of its Affiliates beneficially own any Common Shares, (b) the provisions of Section 4.6 and Article 6 shall survive any such termination and continue in full force and effect in accordance with their terms; and (c) any rights or obligations which have accrued or arisen under this Agreement prior to the effective time of any such termination shall survive such termination unimpaired in accordance with their terms. The Investor shall promptly and in any event within three Business Days provide notice to the Company upon the Investor and its Affiliates ceasing to beneficially own any Common Shares.

Section 6.2 Non-Circumvention

(1) The Company shall not take any actions or do any things for the purpose of circumventing the rights of the Investor under this Agreement.

(2) Without limiting Section 6.2(1), the Company shall not take any actions or do any things for the purpose of circumventing the Anti-Dilution Rights and/or the Top-Up Rights of the Investor by way of the issuance of a debt or equity interest in a Subsidiary or Affiliate of the Company for the purpose of avoiding the application of the Anti-Dilution Rights and Top-Up Right; provided that the Investor acknowledges and agrees that an issuance of a debt or equity interest in a Subsidiary or Affiliate of the Company may be undertaken for a valid business purpose and will not, in itself, be a circumvention of the Investor's rights hereunder.

Section 6.3 Right to Injunctive Relief

Each of the Parties hereby acknowledges and agrees that in the event of a breach or threatened breach of any of its covenants hereunder, the harm suffered would not be compensable by monetary damages alone and, accordingly, in addition to other available legal or equitable remedies available to such Party, the Investor (in respect of any breach of this Agreement by the Company) and the Company (in respect of any breach of this Agreement by the Investor) shall be entitled to equitable relief, including by way of temporary or permanent injunction or specific performance, in addition to any other remedies (including damages) to which such Party may be entitled at law or in equity, with respect to such breach or threatened breach, without proof of actual damages (and without the requirement of posting a bond, undertaking or other security in connection with such action), and each of the parties hereby agrees not to plead sufficiency of damages as a defense in such circumstances.

Section 6.4 Notices

(1) Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by the delivery of the same or by mailing the same by prepaid registered or certified mail or by sending the same by email or other similar form of communication (provided that if a method of notice other than email is selected, the notice shall also be sent by email), in each case addressed as follows:

(a) in the case of the Investor:

[●]
[●]

Attention: [●]
Email: [●]

with a copy (which does not constitute notice) to:

Stikeman Elliott LLP
199 Bay Street
Suite 5300, Commerce Court West
Toronto, Ontario
Canada M5L 1A9

Attention: *[redacted – personal information]*
Email: *[redacted – personal information]*

(b) in the case of the Company:

Faraday Copper Corp.
2800 – 1055 Dunsmuir Street
PO Box 49225
Vancouver, British Columbia
Canada V7X 1L2

Attention: *[redacted – personal information]*
E-mail: *[redacted – personal information]*

With a copy to:

McCarthy Tetrault LLP
66 Wellington Street West, Suite 5300
Toronto, ON M5K 1E6
Attention: *[redacted – personal information]*
E-mail: *[redacted – personal information]*

(2) Any notice, direction or other instrument will (a) if delivered by hand, be deemed to have been given and received on the day it was delivered, (b) if mailed, be deemed to have been given and received on the third Business Day following the day of mailing, except in the event of disruption of the postal service in which event notice will be deemed to be received only when actually received, and (c) if sent by email or other similar form of communication, be deemed to have been given and received on the Business Day following the day it was so sent.

(3) Either Party may at any time change its address for service from time to time by giving notice to the other Party in accordance with this Section 6.4.

Section 6.5 Further Assurances

Each of the Parties hereto shall, from time to time hereafter and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement.

Section 6.6 Amendments

No amendment or waiver of any provision of this Agreement shall be binding on any Party unless consented to in writing by such Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

Section 6.7 Assignment

Other than an assignment by the Investor to an Affiliate of the Investor, which is permitted without the consent of the Company, neither Party may assign any of its rights or benefits under this Agreement, or delegate any of its duties or obligations, except with the prior written consent of the other Party, which consent may be withheld at the sole discretion of such Party.

Section 6.8 Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding on and enforceable by and against the Parties and their respective successors or heirs, executors, administrators and other legal personal representatives, and permitted assigns.

Section 6.9 No Partnership

Nothing in this Agreement or in the relationship of the Parties hereto shall be construed as in any sense creating a partnership among the Parties or as giving to any Party any of the rights or subjecting any Party to any of the creditors of the other Party.

Section 6.10 Public Releases; Filings

The Company agrees that it shall obtain prior approval of the Investor as to the content and form of any press release or other public disclosure (including the filing on SEDAR of any material change report or copy of this Agreement) referring to the Investor or relating to the entering into of this Agreement, such approval not to be unreasonably withheld or delayed.

Section 6.11 Expenses

Unless otherwise explicitly stated herein, each Party shall be responsible for their own fees and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement and the transactions contemplated herein.

Section 6.12 English Language

The Parties confirm having requested that this Agreement and all notices or other communications relating to them be drawn-up in the English language only. Les Parties aux présentes confirment avoir requis que cette convention ainsi que tous les avis et autres communications s'y rapportant soient rédigés en langue anglaise seulement.

Section 6.13 Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including counterparts delivered by email), with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement. The Parties shall be entitled to rely upon delivery of an executed PDF or similar executed electronic copy of this Agreement, and such PDF or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF this Agreement has been executed by the Parties.

[●]

By: ______________________________

Name: [●]
Title: [●]

FARADAY COPPER CORP.

By: ______________________________

Name: [●]
Title: [●]

SCHEDULE "A"
REGISTRATION PROCEDURES

1. Registration Procedures

In connection with the Demand Registration and Piggyback Registration obligations pursuant to the Agreement, the Company will use all reasonable efforts in accordance with the Agreement to effect the qualification for the offer and sale or other disposition or distribution of Registrable Shares in one or more Canadian jurisdictions, as directed by the Investor in the case of a Demand Registration, and in pursuance thereof, the Company will as expeditiously as reasonably possible:

(a) prepare and file, in the English language and, if an offering is contemplated in Quebec, the French language, with the applicable Canadian Securities Commissions a Prospectus under and in compliance with the applicable Securities Laws, relating to the applicable Demand Registration or Piggyback Registration, including all exhibits, financial statements and such other related documents required by the applicable Canadian Securities Commissions to be filed therewith, and use all reasonable efforts to cause the applicable Canadian Securities Commissions to issue a receipt for such Prospectus (unless such Prospectus is a prospectus supplement); and the Company will furnish to the Investor and the lead underwriter(s) or underwriters, if any, copies of such Prospectus and any amendments or supplements in the form filed with the Canadian Securities Commission, promptly after the filing of such Prospectus, amendments or supplements;

(b) prepare and file with the Canadian Securities Commissions such amendments and supplements to the Prospectus as may be necessary to complete the distribution of all such Registrable Shares and as required under applicable Securities Laws;

(c) notify the Investor and the lead underwriter(s) or underwriters, if any, and (if requested) confirm such advice in writing, as soon as practicable after notice thereof is received by the Company: (i) when the Prospectus or any amendment thereto has been filed or a receipt has been issued, and furnish to the Investor and lead underwriter(s) or underwriters, if any, with copies thereof; (ii) of any request by the Canadian Securities Commissions for amendments to the Prospectus or for additional information; (iii) of the issuance by the Canadian Securities Commissions of any stop order or cease trade order relating to the Prospectus or any order preventing or suspending the use of any Prospectus or the initiation or threatening of any proceedings for such purposes; and (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Shares for offering or sale in a jurisdiction or the initiation or threatening of any proceeding for such purpose;

(d) promptly notify the Investor and the lead underwriter(s) or underwriters, if any, when the Company becomes aware of the happening of any event as a result of which the Prospectus contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement therein when such Prospectus was delivered, not misleading in light of the circumstances under which they were made, fails to constitute full, true and plain disclosure of all material facts regarding the Registrable Shares when such Prospectus was delivered or if for any other reason it will be necessary during such time period to amend or supplement the Prospectus in order to comply with Securities Laws and, in either case as promptly as practicable, prepare and file with the Canadian Securities Commissions, and furnish to the Investor and the lead underwriter(s) or underwriters, if any, a supplement or amendment to such Prospectus which will correct such statement or omission or effect such compliance;

(e) use all reasonable efforts to obtain the withdrawal of any stop order, cease trade order or other order against the Company or affecting the securities of the Company suspending the use of any Prospectus or suspending the qualification of any Registrable Shares covered by the Prospectus, or the initiation or the threatening of any proceedings for such purposes;

(f) provide the Investor and its counsel with a reasonable opportunity to review and provide comments to the Company on the Prospectus and any amendment or supplement thereto, which comments shall be considered for inclusion therein in good faith by the Company;

(g) deliver to the Investor and the lead underwriter(s) or underwriters, if any, at the Investor's cost, as many commercial copies of the Prospectus and any amendment or supplement thereto as such Persons may reasonably request (it being understood that the Company consents to the use of the Prospectus or any amendment or supplement thereto by the Investor and the underwriters, if any, in connection with the offering and sale of the Registrable Shares covered by the Prospectus or any amendment or supplement thereto);

(h) in connection with any underwritten offering, enter into customary agreements, including an underwriting agreement with the underwriters, such agreements to contain such representations and warranties by the Company and such other terms and provisions as are consistent with those contained in underwriting agreements previously entered into by the Company or customarily contained in underwriting agreements with respect to secondary distributions and indemnification provisions and/or agreements substantially consistent with those contained in underwriting agreements previously entered into by the Company and with the Agreement or customarily contained in underwriting agreements with respect to secondary distributions, but in any event, which agreements will contain provisions for the indemnification by the underwriters in favour of the Company with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Prospectus included in reliance upon and in conformity with written information furnished to the Company by any underwriter;

(i) as promptly as practicable after filing with the applicable Canadian Securities Commissions any document which is incorporated by reference into the Prospectus, provide copies of such document to the Investor and its counsel and to the underwriters, if any;

(j) use all reasonable efforts to obtain a customary legal opinion, in the form and substance as is customarily given by external company counsel in securities offerings, addressed to the Investor and the underwriters, if any, and such other Persons as the underwriting agreement may reasonably specify, and a customary "comfort letter" from the Company's auditor and/or the auditors of any financial statements included or incorporated by reference in a Prospectus;

(k) furnish to the Investor and the underwriters, if any, and such other Persons as the Investor may reasonably specify, such corporate certificates, satisfactory to the Investor, acting reasonably, as are customarily furnished in securities offerings, and, in each case, covering substantially the same matters as are customarily covered in such documents in the relevant jurisdictions and such other matters as the Investor may reasonably request; and

(l) provide, and cause to be maintained, a transfer agent and registrar for such Common Shares not later than the date a receipt is issued for a final Prospectus by the applicable Canadian Securities Commissions and use all reasonable efforts to cause all Common Shares covered by the Prospectus to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed.

2. Investor Obligations

The Investor will furnish to the Company such information and execute such documents regarding the Registrable Shares and the intended method of disposition thereof as the Company may reasonably require in order to effect the requested qualification for sale or other disposition. The Investor will promptly notify the Company if the Investor becomes aware of the happening of any event (insofar as it relates to the Investor or information furnished by it in writing for inclusion in the applicable Prospectus) as a result of which the Prospectus contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement therein not misleading in light of the circumstances under which they are made. In addition, the Investor shall, if required under applicable Securities Laws, execute any certificate forming part of a Prospectus to be filed with the applicable Canadian Securities Commissions.

SCHEDULE "B"
ROFR LANDS

[redacted – commercially sensitive information]

SCHEDULE "C"
SAN MANUEL LANDS

[redacted – commercially sensitive information]

Exhibit "J"
Form of Offtake Rights Agreement

[redacted – commercially sensitive information]

Exhibit “K”
Title Opinion Matters

[redacted – commercially sensitive information]

Exhibit “L”
Forms of Memoranda of Rights

[redacted – commercially sensitive information]

Exhibit “M”
Form of Canadian Securities Law Opinion

[redacted – commercially sensitive information]

Exhibit “N”
Form of United States Securities Law Opinion

[redacted – commercially sensitive information]

Exhibit “O”
Purchase Price Allocation Schedule

[redacted – commercially sensitive information]

Exhibit “P”
Form of Annual Compliance Certificate

[redacted – commercially sensitive information]

Schedule 21.2
Surviving Agreements

[redacted – commercially sensitive information]