

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

THIS SETTLEMENT AGREEMENT (the “**Agreement**”) is made and effective as of September 20, 2024 (the “**Effective Date**”), by and between Plaintiffs-Counterclaim Defendants Skye Mineral Investors, LLC (“**SMI**”) and Clarity Copper, LLC (“**CC**”); Third-Party Defendants David J. Richards (“**Richards**”) and Clinton W. Walker (“**Walker**,” and together with SMI, CC, and Richards, “**Plaintiffs**”); Defendants-Counterclaim Plaintiffs and Third-Party Plaintiffs DXS Capital (U.S.) Limited (“**DXS**”), PacNet Capital (U.S.) Limited (“**PacNet**”), and Waterloo Street Limited (“**Waterloo**”); Defendants Marshall Cooper (“**Cooper**”), Sanjiv Noronha (“**Noronha**”), Lippo China Resources LTD (“**LCR**”), Michael Riady (“**M. Riady**”), and Stephen Riady (“**S. Riady**,” and together with DXS, PacNet, Waterloo, Cooper, Noronha, LCR, M. Riady, “**Defendants**”); and Nominal Defendant Skye Mineral Partners, LLC (“**SMP**”) (each of the foregoing, a “**Party**” and collectively, the “**Settling Parties**”).

### **RECITALS**

**WHEREAS**, DXS and PacNet invested in SMP and together acquired and held approximately 27% of the interests in SMP;

**WHEREAS**, SMI and CC together held approximately 69% of the interests in SMP;

**WHEREAS**, David McMullin and Russell Alley together held the remaining approximately 4% of the interests in SMP;

**WHEREAS**, SMP held an equity interest in CS Mining, LLC (“**CSM**”) until April 5, 2018, when the United States Bankruptcy Court for the District of Utah issued an order confirming CSM’s plan of liquidation, which plan, among other things, extinguished SMP’s equity interests in CSM;

**WHEREAS**, on January 24, 2018, SMI and CC filed a Verified Complaint against Defendants, Tamra Mining Company, LLC (“**Tamra**”), and Noble Americas Corp. (“**Noble**”) captioned, *Skye Mineral Investors, LLC, et al. v. DXS Capital (U.S.) Limited, et al.*, C.A. No. 2018-0059-NAC (Del. Ch.);

**WHEREAS**, on January 14, 2019, SMI and CC filed a Verified Amended Complaint against Defendants, Tamra, and Noble;

**WHEREAS**, on April 22, 2019, SMI and CC filed a Second Amended Verified Complaint against Defendants and Noble (the “**Complaint**”);

**WHEREAS**, on May 22, 2019, Defendants and Noble moved to dismiss the Complaint;

**WHEREAS**, on February 24, 2020, the Court denied in part and granted in part Defendants’ motions to dismiss the Complaint and dismissed Noble from the Action;

**WHEREAS**, on March 31, 2020, Defendants filed an Answer to the Complaint and DXS, PacNet, and Waterloo filed their Verified Counterclaims and Third-Party Complaint against Plaintiffs;

**WHEREAS**, on October 9, 2020, Defendants filed an Amended and Supplemented Answer and Affirmative Defenses to the Second Amended Complaint and Verified Counterclaims and Third-Party Complaint (“**Counterclaims and Third-Party Complaint**,” and together with the Complaint, the “**Action**”);

**WHEREAS**, on October 26, 2020, Plaintiffs moved to dismiss the Counterclaims and Third-Party Complaint;

**WHEREAS**, on February 5, 2021, Noronha and S. Riady moved to dismiss the Complaint for insufficient service of process and lack of personal jurisdiction;

**WHEREAS**, on July 15, 2021, the Court denied Noronha and S. Riady's motion to dismiss the Complaint based on insufficient service of process and lack of personal jurisdiction;

**WHEREAS**, on July 28, 2021, the Court denied in part and granted in part Plaintiffs' motion to dismiss the Counterclaims and Third-Party Complaint;

**WHEREAS**, on September 1, 2021, Plaintiffs filed their Answer to the Counterclaims and Third-Party Complaint;

**WHEREAS**, on May 22, 2024, S. Riady moved for leave to file a motion for summary judgment;

**WHEREAS**, on June 4, 2024, the Court denied S. Riady's request for leave to file a motion for summary judgment;

**WHEREAS**, on April 5, 2024, the Court entered the Second Amended Stipulation and Order Governing Case Schedule, setting a trial for July 29, 2024 through August 2, 2024;

**WHEREAS**, on July 17, 2024, the Parties filed a Stipulated Proposed Joint Pre-Trial Order;

**WHEREAS**, on July 19, 2024, the Parties filed their pre-trial briefs;

**WHEREAS**, the Settling Parties wish to settle the disputes and differences between them that are the subject of this Action on the terms set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are irrevocably acknowledged, the Settling Parties agree as follows:

1. **Settling Parties**

(a) The "**Plaintiff Settling Parties**" shall include SMI, CC, Richards, Walker, SMP, and each of their respective past, present, or future directors,

families, managing directors, officers, employers, employees, owners, partnerships, partners, members, limited liability companies, principals, agents, insurers, co-insurers, excess insurers, reinsurers, controlling persons, stockholders, attorneys, accountants, auditors, advisors, banks or investment banks, bankers, consultants, trustees, financial or other advisors, underwriters, lenders, analysts, associates, personal or legal representatives, predecessors, successors, affiliates, affiliated entities, parents, subsidiaries, divisions, joint ventures, related or affiliated entities, assigns, spouses, heirs, executors, estates, or administrators, litigation funders or other funders (including individual or entities responsible for the funding of the Action, in whole or in part), any entity in which these individuals and/or member(s) of his/her family has an interest, any members of their immediate families, or any trust of which that person is the settlor or which is for the benefit of them and/or any member(s) of his/her family, and any person or entity for or on behalf of, or claiming under, any of them, and each of them.

(b) The “**Defendant Settling Parties**” shall include DXS, PacNet, Waterloo, Cooper, Noronha, LCR, M. Riady, S. Riady, and each of their respective past, present, or future directors, families, managing directors, officers, employers, employees, owners, partnerships, partners, members, limited liability companies, principals, agents, insurers, co-insurers, excess insurers, reinsurers, controlling persons, stockholders, attorneys, accountants, auditors, advisors, banks or investment banks, bankers, consultants, trustees, financial or other advisors, underwriters, lenders, analysts, associates, personal or legal representatives, predecessors, successors, affiliates, affiliated entities, parents, subsidiaries, divisions, joint ventures, related or affiliated entities, assigns, spouses, heirs, executors, estates, or administrators, any entity

in which these individuals and/or member(s) of his/her family has an interest, any members of their immediate families, or any trust of which that person is the settlor or which is for the benefit of them and/or any member(s) of his/her family, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them.

2. **Settlement Consideration**

Within 20 (twenty) business days of the Effective Date (but in no event later than September 27, 2024), the Defendants agree to pay, jointly and severally, or otherwise cause to be paid to the Plaintiff Settling Parties, and the Plaintiff Settling Parties agree to accept, a settlement payment of **Forty-Nine Million Five Hundred Thousand and no/100 Dollars (\$49,500,000.00)** (the “**Settlement Payment**”), subject to the terms set forth in this Agreement.

Simultaneous with the execution of this Agreement, the Settling Parties shall: (1) execute a Certificate of Revival of Skye Mineral Partners, LLC (“Certificate of Revival”); (2) execute a Written Consent of the Board of Managers and Members of Skye Mineral Partners, LLC to dissolve SMP; (3) execute a Notice of Dissolution of Skye Mineral Partners, LLC (“Notice of Dissolution”); and (4) execute a Certificate of Cancellation of Certificate of Formation of Skye Mineral Partners, LLC (“Certificate of Cancellation”). Plaintiffs shall also, simultaneously with the execution of this Agreement, deliver a power of attorney in reasonably acceptable form to Defendants appointing DXS and PacNet as their attorneys-in-fact, and which following payment of the Settlement Payment, authorizes DXS and PacNet, as soon as reasonably practicable, to file the Certificate of Revival and Certificate of Cancellation with the Delaware Secretary of State and provide the Notice of Dissolution to all necessary persons on SMP’s behalf.

Promptly upon Plaintiffs’ receipt of the payment of the Settlement Payment, Plaintiffs and Defendants shall take all steps necessary to file the Stipulation and [Proposed] Order of Dismissal

with Prejudice attached hereto as **Exhibit A**. Counsel for each of Plaintiffs and Defendants shall cooperate with one another and perform any other acts reasonably necessary to effectuate the dismissal with prejudice.

The Settling Parties also agree to a mutual release and dismissal of (1) the Plaintiff Released Claims (as defined below) and (2) the Defendant Released Claims (as defined below).

3. **Payment Terms of the Settlement Payment; Wire Instructions**

Payment of the Settlement Payment shall be made by wire transfer to Plaintiffs' counsel as follows:

**Account Name:** Richards, Layton & Finger, P.A.

**Account Address:** 1100 North Market Street  
Wilmington, DE 19801

**Bank Name:** M&T Bank  
1100 North Market Street  
Wilmington, DE 19801

**Account Number:** 2264-1166

**Routing/ABA number:** 022000046

**Swift Code:** MANTUS33

The Defendant Settling Parties shall have no responsibility or liability with respect to the allocation of the Settlement Payment amongst the Plaintiff Settling Parties, and/or any other person who may assert some claim to the Settlement Payment thereto.

4. **Release of Defendant Settling Parties**

Plaintiffs hereby fully, finally, and forever release, relinquish, and discharge all Plaintiff Released Claims (defined below) against Defendant Settling Parties, and shall permanently be enjoined from asserting, commencing, prosecuting, assisting, instigating or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum,

asserting any Plaintiff Released Claim, either directly, derivatively, representatively, or in any capacity, against any of the Defendant Settling Parties or on behalf of SMP in any capacity.

(a) **“Plaintiff Released Claims”** include any and all claims, demands, losses, actions, obligations, duties, judgments, costs, expenses, rights, liabilities, accountings, matters, issues, suits, assertions of liability, and causes of action of every kind, nature and description whatsoever for damages, injunctive relief, or any other remedies, known or unknown, contingent or absolute, suspected or unsuspected, foreseen or unforeseen, disclosed or undisclosed, asserted or unasserted, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, whether based on federal, state, local, statutory or common law or any other law, rule or regulation (whether foreign or domestic), including both known claims and Plaintiff Unknown Claims (defined below), that have been asserted, could have been asserted, or in the future could or might be asserted in any forum, court, tribunal, or proceeding by any of the Plaintiffs against any of the Defendant Settling Parties or on behalf of SMP (but excluding any claims to enforce the terms of this Agreement), in each case arising out of, based on, or relating to the allegations, transactions, facts, events, matters, occurrences, representations, or omissions involved, set forth, or referred to in the Action, including the Complaint and/or Counterclaims and Third-Party Complaint, whether at law or in equity, direct or derivative. Plaintiff Released Claims shall not include the right to enforce the terms of this Agreement or any right of Plaintiffs against any Plaintiffs’ insurer with respect to any claim arising out of the rights, remedies, duties or obligations provided for in any Plaintiffs’ insurance policy or agreement.

(b) **“Plaintiff Unknown Claims”** include any of the Plaintiff Released Claims, which any of the Plaintiffs does not know or suspect to exist in his, her, or its favor at the time of the release of the Defendant Settling Parties or SMP, and which, if known by him, her or it, might have affected his, her or its settlement with and release of the Defendant Settling Parties or SMP. For the avoidance of doubt, “Plaintiff Unknown Claims” expressly incorporates the provisions of Paragraph 6 regarding California law waiver of claims.

5. **Release of the Plaintiff Settling Parties**

Defendants hereby fully, finally, and forever release, relinquish, and discharge all Defendant Released Claims (defined below) against the Plaintiff Settling Parties, and shall permanently be enjoined from asserting, commencing, prosecuting, assisting, instigating or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting any Defendant Released Claim, either directly, derivatively, representatively, or in any capacity, against any of the Plaintiff Settling Parties or on behalf of SMP in any capacity.

(a) **“Defendant Released Claims”** include any and all claims, demands, losses, actions, obligations, duties, judgments, costs, expenses, rights, liabilities, accountings, matters, issues, suits, assertions of liability, and causes of action of every kind, nature and description whatsoever for damages, injunctive relief, or any other remedies, known or unknown, contingent or absolute, suspected or unsuspected, foreseen or unforeseen, disclosed or undisclosed, asserted or unasserted, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, whether based on federal, state, local, statutory or common law or any other law, rule or regulation (whether foreign or domestic), including both known claims and Defendant



Unknown Claims (defined below), that have been asserted, could have been asserted, or in the future could or might be asserted in any forum, court, tribunal, or proceeding by any of the Defendants against any of the Plaintiffs or on behalf of SMP (but excluding any claims to enforce the terms of this Agreement), in each case arising out of, based on, or relating to the allegations, transactions, facts, events, matters, occurrences, representations, or omissions involved, set forth, or referred to in the Action, including the Complaint and/or Counterclaims and Third-Party Complaint, whether at law or in equity, direct or derivative. Defendant Released Claims shall not include the right to enforce the terms of this Agreement or any right of Defendants against any Defendants' insurer with respect to any claim arising out of the rights, remedies, duties or obligations provided for in any Defendants' insurance policy or agreement.

(b) **"Defendant Unknown Claims"** include any of the Defendant Released Claims, which any of the Defendants does not know or suspect to exist in its favor at the time of the release of the Plaintiff Settling Parties or SMP, and which, if known by him, her or it, might have affected his, her or its settlement with and release of the Plaintiff Settling Parties or SMP. For the avoidance of doubt, "Defendant Unknown Claims" expressly incorporates the provisions of Paragraph 6 regarding California law waiver of claims.

6. **California Law Waiver of Claims**

While the Settling Parties do not believe California law would apply to any aspect of the subject matter of this Agreement or, for this purpose, to any of the Plaintiff Settling Parties or Defendant Settling Parties, they nonetheless acknowledge that they have been advised by legal counsel and are familiar with section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, must have materially affected his or her settlement with the debtor or released party.

Each of the Settling Parties, for themselves and for the Plaintiff Settling Parties or the Defendant Settling Parties or SMP, respectively, further acknowledge that they may have sustained damages, losses, costs or expenses that are presently unknown and unsuspected, and that such damages, losses, costs or expenses as may have been sustained may give rise to additional damages, losses, costs or expenses in the future. Nevertheless, each of the Settling Parties, for themselves and for the Plaintiff Settling Parties or the Defendant Settling Parties, respectively, acknowledge that this Agreement has been negotiated and agreed upon in light of this situation and expressly waive any and all rights which they may have under Section 1542 of the California Civil Code, or any other state or federal statute or common law principle of similar effect.

7. **Enforcement of this Agreement**

None of the releases under this Agreement shall in any way impair or restrict the rights of the Settling Parties to enforce the terms of this Agreement.

8. **Ownership of the Plaintiff Released Claims**

Plaintiffs represent and warrant that they or Plaintiff Released Parties own all right to the Plaintiff Released Claims, including the claims which they have or could have asserted against Defendants in the Action. Plaintiffs represent and warrant that no other person or entity has any right or ability to assert the Plaintiff Released Claims, including the claims which they have or could have asserted against Defendants in the Action.

9. **Ownership of the Defendant Released Claims**

Defendants represent and warrant that they or Defendant Released Parties own all right to the Defendant Released Claims, including the claims which they have or could have asserted against Plaintiffs in the Action. Defendants represent and warrant that no other person or entity has any right or ability to assert the Defendant Released Claims, including the claims which they have or could have asserted against Plaintiffs in the Action.

10. **Covenant Not To Sue**

For and in consideration of the terms and provisions of this Agreement, the Settling Parties agree to forever refrain and forbear from commencing, instituting, participating in, assisting or prosecuting any arbitration, lawsuit, action, or other proceeding, in law or equity, or otherwise, against the Plaintiff Settling Parties or Defendant Settling Parties which are based upon, arise out of, are in connection with, or relate to the Plaintiff Released Claims or Defendant Released Claims.

11. **Further Representations and Warranties**

The Settling Parties each irrevocably and unconditionally warrant and represent to each other Settling Party that:

(a) they have the authority, power and capacity to enter into and fully perform this Agreement and that the execution of this Agreement has been duly approved by any and all necessary corporate, partnership or limited liability actions;

(b) each signatory to this Agreement has been duly authorized to enter into this Agreement on behalf of the Party for whom such signatory has executed this Agreement and any person having a claim, or claiming an interest in, Plaintiff Released Claims or Defendant Released Claims, and each signatory has the requisite

power and authority to bind the Party on behalf of whom such signatory has executed this Agreement; and

(c) the Settling Parties have knowingly and voluntarily entered into this Agreement after consultation with skilled and independent legal counsel of their own choosing.

12. **Attorneys' Fees and Expenses**

Except as otherwise expressly provided herein, the Settling Parties agree that they shall each bear their own respective attorneys' fees and expenses (including, for the avoidance of doubt, expert fees and expenses, if any) and, as part of this Agreement, shall withdraw any claim to entitlement to payment of same by any other Settling Party.

13. **Mediator Fees and Expenses**

The Settling Parties agree that Plaintiffs and Defendants, respectively, shall each bear 50% of the fees and expenses of the mediator, Chancellor William B. Chandler III, who was retained by the Settling Parties to assist in reaching an out-of-court resolution of the Action.

14. **No Admission of Liability**

By entering into this Agreement, neither any of the Plaintiffs nor any of the Defendants admit any liability or wrongdoing. This Agreement is not a concession or admission of wrongdoing or liability by any person or entity and shall not be used or construed as an admission of any fault, omission, liability or wrongdoing on the part of any of the Settling Parties. This Agreement and all communications (whether written or oral) in connection with same (whether prior to or subsequent to its execution) shall not be admissible or offered as evidence in any action, except in an action to enforce the terms of this Agreement.

15. **Confidentiality**

The terms and conditions of this Agreement shall remain confidential and shall not be disclosed to any person or entity other than the Settling Parties (or their beneficiaries) without the prior written consent (not to be unreasonably withheld) of any other affected Settling Party, except that they may be disclosed to: (a) the insurers of the Settling Parties, with appropriate assurances of confidentiality; (b) outside auditors, accountants or counsel of the Settling Parties, with appropriate assurances of confidentiality, (c) the Settling Parties' regulators, (d) the Court (although the Settling Parties may only disclose the existence of this Agreement to the Court, not the terms and conditions thereof), or (e) other persons or entities required by authority of a court, administrative tribunal, arbitration panel, or regulatory agency or as agreed to by the Settling Parties. If a court or other authority orders a Settling Party to disclose the terms of this Agreement to any other person or entity, that Settling Party shall use its best efforts to maintain those terms under seal and/or protective order. If a Settling Party seeks to enforce this Agreement in any court specified in Paragraph 17, the Settling Party will file the Agreement under seal. If a Settling Party determines on the basis of advice from its outside auditor, accountant or corporate counsel that public disclosure of the settlement consideration set forth in Paragraph 2 of this Agreement is required by law or regulation, then such disclosure may be made; provided, however, that the Settling Party making such determination shall give written notice to the non-disclosing Settling Party no less than three (3) business days in advance of the designated date of disclosure (if practicable, and if not, then as soon as practicable), unless the giving of such notice would violate a law or court order.

16. **Governing Law**

This Agreement shall be governed by, construed, performed, and enforced in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

17. **Choice of Forum**

The Settling Parties agree that this Agreement, and all matters relating to its enforcement, shall be subject to the continuing jurisdiction of the Court of Chancery of the State of Delaware, and any actions or claims relating to the interpretation or enforcement of this Agreement shall be brought and maintained exclusively in the Court of Chancery of the State of Delaware or, if jurisdiction is not proper, in such other state or federal court sitting in Wilmington, Delaware, and each Settling Party hereby consents to the personal jurisdiction of such courts. Each Settling Party hereby waives any right to challenge such venues, or to seek transfer or dismissal on the ground that such court is an inconvenient forum or otherwise.

18. **Amendment, Waiver, and Termination**

No alterations, modifications, supplements, changes, amendments, waivers or termination of this Agreement shall be valid unless expressly set forth in a writing that refers expressly to this Agreement and is executed by the Settling Parties.

19. **Assignment**

This Agreement shall be binding upon the Settling Parties' respective successors and permitted assigns. No Settling Party may assign, sell or otherwise transfer any of his, her, or its rights or delegate any of his, her, or its duties under this Agreement except with the written consent of the Settling Parties. Any purported assignment, sale, transfer or delegation in violation of this clause shall be void *ab initio* and of no force or effect.

20. **Specific Performance/Cumulative Remedies**

The Parties agree that irreparable injury will occur if any terms or obligations created by or arising under this Agreement are not performed in accordance with the terms hereof, that monetary damages would not be an adequate remedy and that each Party is entitled to seek injunctive relief or to enforce specifically the performance of such terms and obligations hereof in any court specified in Paragraph 17. Except as otherwise expressly provided herein, all rights and remedies of the Settling Parties are cumulative of each other and of every other right or remedy such Settling Parties may otherwise have at law, in equity or otherwise, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

21. **Entire Settlement**

This Agreement sets forth the entire agreement between the Settling Parties hereto, and no other agreements, representations, warranties or covenants of any kind have been made by any Settling Party, except as specifically set forth herein. All prior discussions, promises, representations, and negotiations between the Settling Parties are merged and integrated into, and superseded by, this Agreement. The Settling Parties agree that the provisions of this Paragraph 22 apply irrespective of whether such other agreement, representation, warranty, covenant, discussion, promise, or negotiation is specifically identified by subject matter herein.

22. **Jointly Written**

This Agreement shall be deemed to have been written jointly by the Settling Parties. The Settling Parties agree that they have been represented by counsel of their choosing during the negotiation and execution of this Agreement and therefore waive the application of any applicable

law or doctrine providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

23. **Consent to this Agreement**

All unitholders of SMP have reviewed and approved, and consent to this Agreement. Each of the unitholders of SMP agree that no further notice of this Agreement is necessary for their informed consent to the Agreement.

24. **Binding Settlement; Severability**

This Agreement shall inure to the benefit of and be binding upon the Settling Parties hereto and their respective heirs, personal representatives, successors and assigns. In the event any provision of this Agreement is deemed to be void or otherwise unenforceable by a court of competent jurisdiction, all remaining provisions shall remain in full force and effect.

25. **Survival**

All representations, warranties, releases, waivers, covenants and agreements contained in this Agreement shall survive the Effective Date in perpetuity.

26. **Notices**

All notices and other communications given under this Agreement shall be in writing and delivered by email and overnight next day courier to:

If to Plaintiffs, to:

Jason Cyrulnik and Matthew Henken  
Cyrulnik Fattaruso LLP  
55 Broadway, Third Floor  
New York, NY 10006  
jcyulnik@cf-llp.com  
mhenken@cf-llp.com



Rudolf Koch and Daniel Kaprow  
Richards, Layton & Finger, P.A.  
One Rodney Square  
920 North King Street  
Wilmington, DE 19801  
koch@rlf.com  
kaprow@rlf.com

If to Defendants, to

Pedro A. Jimenez  
Paul Hastings LLP  
200 Park Avenue  
New York, NY 10166  
pedrojimenez@paulhastings.com

-and-

Kevin P. Broughel  
Katten Muchin Rosenman LLP  
50 Rockefeller Plaza  
New York, NY 10020  
kevin.broughel@katten.com

27. **Execution in Counterparts**

This Agreement may be executed in one or more counterparts. A facsimile or PDF signature shall be deemed an original signature. All executed counterparts, including facsimile and/or PDF counterparts, shall be deemed to be one and the same instrument.

28. **Headings**

The headings of the various sections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

29. **Further Assurances**

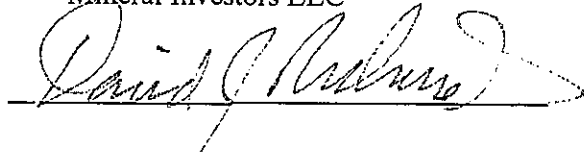
The Settling Parties hereto agree to perform such other and further reasonable acts or things and to execute and deliver such other, further or revised documents necessary and appropriate to effectuate the terms of objectives hereof.

*[The remainder of this page has been intentionally left blank. Signature pages follow.]*

IN WITNESS WHEREOF, the Settling Parties hereto have executed this Agreement as of the Effective Date.

**SKYE MINERAL INVESTORS, LLC**

By: Empire Advisors, LLC, manager of Skye  
Mineral Investors LLC



Its: Manager

Date: September 10, 2023

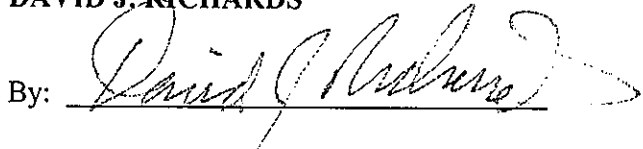
**CLARITY COPPER, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**DAVID J. RICHARDS**

By: 

Date: September 10, 2024

**CLINTON W. WALKER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Settling Parties hereto have executed this Agreement as of the Effective Date.

**SKYE MINERAL INVESTORS, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CLARITY COPPER, LLC**

By: Clinton W. Walker

Its: manager

Date: 9/11/24

**DAVID J. RICHARDS**

By: \_\_\_\_\_

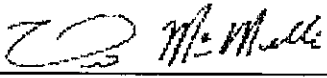
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**CLINTON W. WALKER**

By: Clinton W. Walker

Date: 9/11/24

**DAVID MCMULLIN**

By: 

Date: 9/10/2024

**RUSSELL ALLEY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DXS CAPITAL (U.S.) LIMITED**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**PACNET CAPITAL (U.S.) LIMITED**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**MARSHALL COOPER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DAVID MCMULLIN**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**RUSSELL ALLEY**

By: Russell N Alley

Date: 09/10/24

**DXS CAPITAL (U.S.) LIMITED**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**PACNET CAPITAL (U.S.) LIMITED**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**MARSHALL COOPER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DAVID MCMULLIN**

By: \_\_\_\_\_

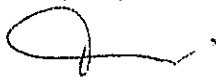
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**RUSSELL ALLEY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

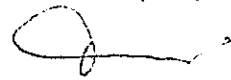
**DXS CAPITAL (U.S.) LIMITED**

By:  \_\_\_\_\_

Its: Authorized Signor

Date: 20 September 2024

**PACNET CAPITAL (U.S.) LIMITED**

By:  \_\_\_\_\_

Its: Authorized Signor

Date: 20 September 2024

**MARSHALL COOPER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DAVID MCMULLIN**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**RUSSELL ALLEY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DXS CAPITAL (U.S.) LIMITED**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

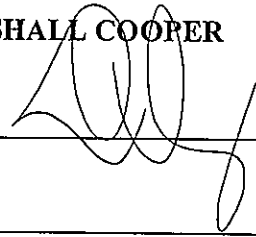
**PACNET CAPITAL (U.S.) LIMITED**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

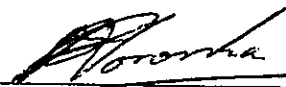
**MARSHALL COOPER**

By: \_\_\_\_\_  


Date: \_\_\_\_\_



**SANJIV NORONHA**

By: 

Date: \_\_\_\_\_

**WATERLOO STREET LIMITED**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LIPPO CHINA RESOURCES LTD.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**MICHAEL RIADY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**STEPHEN RIADY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SANJIV NORONHA**

By: \_\_\_\_\_

Date: \_\_\_\_\_

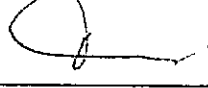
**WATERLOO STREET LIMITED**

By: \_\_\_\_\_ 

Its: Authorized Signor

Date: 20 September 2024

**LIPPO CHINA RESOURCES LTD.**

By: \_\_\_\_\_ 

Its: Director

Date: 20 September 2024

**MICHAEL RIADY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**STEPHEN RIADY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SANJIV NORONHA**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**WATERLOO STREET LIMITED**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LIPPO CHINA RESOURCES LTD.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**MICHAEL RIADY**

By: \_\_\_\_\_

Date: 9/15/2024

**STEPHEN RIADY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SANJIV NORONHA**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**WATERLOO STREET LIMITED**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LIPPO CHINA RESOURCES LTD.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

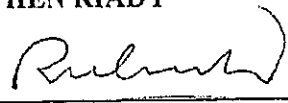
Date: \_\_\_\_\_

**MICHAEL RIADY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**STEPHEN RIADY**

By: 

Date: 18/9/24.

SKYE MINERAL PARTNERS, LLC

By: Clifford Wall

Its: Director

Date: 9/11/24