

TERM SHEET

FOR EXCLUSIVE EXPLORATION EARN-IN OPTION AGREEMENT

Dated 16 July 2025

This term sheet (Term Sheet) is a legally binding agreement between the Parties. The “Confidentiality”, “Costs” and “Governing Law” obligations of Shea Clark Smith and Arthur R. Leger, trading as the Leger-Smith Partnership, and Resilience Mining Mongolia Ltd shall survive termination of this Term Sheet for a period of one year.

Currency: All currencies in U.S. Dollars (unless otherwise stated).

PARTIES

Shea Clark Smith and Arthur R Leger (**Leger-Smith Partnership**), c/o Arthur Leger 560 SE 5th Street Prineville, OR 97754, USA

and

Resilience Mining Mongolia Ltd (ABN 91 609 265 607) (or its majority owned nominee), Suite 116, 147 Pirie Street, Adelaide SA 5000 (**RMM**).

PROPERTY

1. The 45 unpatented lode mining claims situated 18 km north of the town of Battle Mountain, Nevada, USA, in Sections 14, 15 & 22, T34N, R45E, Mount Diablo Meridian (**MDM**), on the west side of the Sheep Creek Range in northern Lander County, Nevada, USA, the boundaries and locations of which are as depicted in the map set out in Exhibit A which is attached to this Term Sheet (**Property**).
2. The Property is 100% owned by Arthur R. Leger on behalf of the Leger-Smith Partnership.
3. An area of interest (**AOI**) T345N, R45E (MDM) over Sections 14, 15, 16, 22, 26 and 28 also situated 18km north of the town of Battle Mountain, Nevada, USA on the west side of the Sheep Creek Range in northern Lander County, Nevada, USA, the boundaries and locations of which are as depicted in Exhibit A. The AOI ownership is to be investigated with a view to obtaining rights to some or all areas within the AOI at the discretion of RMM. Any new claims located within the AOI areas acquired by RMM will be secured in the name of RMM.

AGREEMENT

The Parties will negotiate and enter into a detailed and binding exploration and earn - in option agreement incorporating, inter alia, the terms set out in this Term Sheet (**Agreement**) at an appropriate time.

PROPOSED TRANSACTION

PHASE ONE

- Once this Term Sheet has been executed, and subject to its right of withdrawal at any time, RMM will be responsible for payment of the annual holding costs in respect of the Property together with all additional claims acquired by RMM.
- Upon signature of this Term Sheet, RMM will enter into Phase One and will have the right to acquire up to a 51% interest in the Property on the basis set out below. RMM will pay the Leger-Smith Partnership US\$9,552.00 by 16 July 2025.
- The Leger-Smith Partnership will ensure that all other ancillary matters in connection with this Term Sheet which are required are attended to such as the transfer of all mining and exploration information and so on.
- During Phase One, the Leger-Smith Partnership will ensure that the claims over the Property are managed and kept in good standing and will not deal with the Property or the claims over the Property in any way that is detrimental to RMM or the Leger-Smith Partnership's obligations under this Term Sheet.
- In particular, the Leger-Smith Partnership will not take any steps to surrender, relinquish, cancel, sell, assign, dispose of or transfer any of the claims over the Property or enter into any contracts or undertakings of any kind in relation to the Property or the Property claims during the Phase One period.
- During Phase One, the Leger-Smith Partnership will not solicit or enter into any discussions with third parties regarding the possible acquisition of the Property or any of the Property claims.

ACQUISITION TERMS AND CONSIDERATION

1. As stated above, following execution of this Term Sheet, RMM will pay the Leger-Smith Partnership \$9,552.00 by 16 July 2025 to cover the claim holding costs for the 2025 /2026 year and will pay the Leger-Smith Partnership \$9,552.00 by 16 September 2025 in respect of its holding costs already incurred in respect of the Property for the 2024/2025 year.

2. Thereafter, and subject to its right to withdraw at any time, RMM will make the agreed following annual Advanced Minimum Royalty (**AMR**) payments by no later than the date of each anniversary of the date of execution of this Term Sheet:

1st Anniversary: \$20,000

2nd Anniversary: \$30,000

3rd Anniversary: \$40,000

4th Anniversary: \$50,000

5th Anniversary: \$60,000

6th Anniversary: \$70,000

7th Anniversary: \$80,000

8th Anniversary: \$90,000

9th Anniversary: \$100,000

10th Anniversary: and thereafter, \$100,000 until production commences on the Property or this Term Sheet is terminated, or the Leger-Smith Partnership no longer has an interest in the Property.

3. All AMR payments made by RMM will be credited against any royalties payable to the Leger-Smith Partnership following commencement of production on the Property.
4. Following execution of this Term Sheet, RMM will have the exclusive right, under Phase One, to earn a 51% interest in the Property by spending \$2 million on the Property over five years from the date of this Term Sheet (which will include at least 1500-meters of drilling).
5. Once RMM has spent the required \$2 million, the Leger Smith Partnership will transfer a 51% interest in the Property to RMM.

PHASE TWO

Should RMM elect to continue to earn in, RMM will be entitled to earn a further 19% interest in the Property under Phase Two by spending a further \$2.5 million on the Property over a further period of three years. All expenditures made by RMM in Phases One or Two in excess of the expenditure commitment shall be credited against expenditure commitments required for any subsequent phase.

PHASE THREE

Once RMM has earned its 70% interest under Phases One and Two, RMM will have 90 days in which to elect to proceed with one of the following options:

1. RMM elects to form a 70/30 joint venture with the Leger-Smith Partnership in terms of which both Parties participate contributing their proportionate share of funding as required under the joint venture terms or dilute on the basis which will be set out in the Agreement.
2. RMM elects to proceed with sole funding for a further three-year period whereby it would invest a further \$4 million to earn an additional 20% interest in the Property for a cumulative total interest of 90%. RMM must commence execution of this option within 6 months of electing to do so. Once RMM has earned 90%, the Leger-Smith Partnership will transfer its remaining 10% interest to RMM in return for the grant of a 2% Net Smelter Return royalty (**NSR**) over the Property (to be defined in the Agreement). AMR payments will continue to be paid on the basis set out in clause 2 under Acquisition Terms and Consideration above..
3. RMM elects to acquire the remaining 30% interest in the Property held by the Leger-Smith Partnership for \$10 million. RMM must execute this option within 6 months of electing to do so. The Leger-Smith partnership will retain a 2% NSR over the Property.

ROYALTIES

1. The Leger-Smith Partnership has advised RMM that there is an existing 1% NSR on the Property in favour of Americas Gold and Silver Corporation (**AGSC**). The Leger-Smith Partnership has provided RMM with documentation relating to an NSR agreement between Arthur Leger and Pershing Royalty Company but no documentation relating to AGSC and further clarification and detail regarding this NSR agreement and the involvement of AGSC will need to be provided to RMM and clarified by the Leger-Smith Partnership and included in the Agreement.
2. If Phase Three - Option 3 (acquisition of the remaining 30% interest) is exercised by RMM, then the 2% NSR granted to the Leger-Smith Partnership will be subject to a 1% buy back right in favour of RMM for \$2 million.
3. Any claims acquired by RMM or any related party of RMM within the AOI depicted on the map attached as Annexure A, will be subject to a perpetual 1% NSR in favour of the Leger-Smith Partnership.

OTHER

The Agreement will incorporate all other terms reasonably expected to be in an agreement of this type including all usual warranties.

These will include but not be limited to:

All reclamation and bondage fees which must be made and approved by the U.S. Bureau of Land Management and State of Nevada and which accrue after the date of this Term Sheet will be paid by RMM. Bond funds are not refundable.

CONFIDENTIALITY

Each Party agrees to keep the terms and existence of this Term Sheet, all negotiations in connection with this Term Sheet and the Agreement and all information which is disclosed to that Party by the other Party in connection with the transaction (**Confidential Information**) confidential and will not disclose any of the Confidential Information to any third party except if necessary for the proper conduct of that Party's business and affairs (and then only on a confidential basis), in connection with the enforcement of this Term Sheet, with the prior written consent of the other Party or as and to the extent only required by applicable law or regulation or listing rules.

This provision does not apply to any information which is in, or has entered the public domain, without breach of this provision or the Party making the disclosure can prove, by documentary evidence, was known by it prior to the date of this Term Sheet.

TERMINATION

In the event that RMM elects to withdraw prior to earning its Phase One interest, or fails to spend the amount and meet the obligations required in Phase One in the time allowed as set out in this Term Sheet the following action will be taken:

1. This Term Sheet and the Agreement, if entered into by the Parties, will terminate, and
2. RMM's right to acquire any interest in the Property will terminate.
3. All technical data, reports, drill logs, maps, etc. will be relinquished and delivered to the Leger-Smith Partnership within 60 days of the termination date.
4. All claims in the name of RMM within the AOI shall be transferred back to the Leger-Smith Partnership at RMM's sole expense within 10 days of termination.

NOTICES

Any notices or other communication required in connection with this Term Sheet must be in writing and sent by post to the address of the Parties given on the first page of this Term Sheet above or if sent by e-mail, to the e-mail addresses set out below:

RMM:

Att: Mark Stewart
mark.stewart@resiliencemongolia.com

Leger-Smith Partnership:

Att: Arthur R. Leger: ArthurLeger57@gmail.com
Att: Shea Clark Smith: SheaClarkSmith@aol.com

COSTS

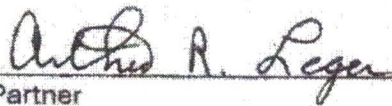
Each Party will bear its own costs and expenses in relation to the preparation, negotiation and execution of this Term Sheet and the Agreement and all other documentation relating to the transaction.

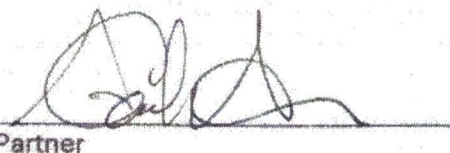
GOVERNING LAW

This Term Sheet is governed by the laws of Nevada, USA and the Parties submit to the jurisdiction of the courts of Nevada, USA.

EXECUTED for and on behalf of the
Leger-Smith Partnership :

.....):


Partner


Partner

Arthur R Leger
Name of Partner (print)

SHEA CLARK SMITH
Name of Partner (print)

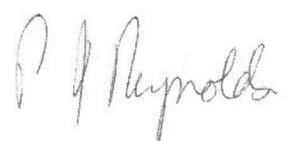
EXECUTED for and on behalf of
RESILIENCE MINING MONGOLIA LTD (ABN 91 609 265 607):

M. A. 

Director

Mark Stewart

Name of Director (print)



Director

Peter Reynolds

Name of Director (print)

ANNEXURE A

Map of the Property and AOI

