

**ROYALTY AGREEMENT - DRAFT**

THIS ROYALTY AGREEMENT (“Agreement”) is made on **February XX, 2019** by and among Americus Oxides, LLC (“AO”) located at ADDRESS OF COMPANY and NAME OF INVESTOR (“Investor”) whereby they mutually agree to the following terms and conditions for the distribution of cash funds, or gold bullion equivalent, generated by AO from the processing of precious metal bearing ores (“Ores”) as a royalty.

AO is an Ore processing company which performs the early stage, or rough processing, of Ore into a product which meets acceptable standards of a final refiner for submission, acceptance, and payment (“Concentrated Product”). AO will measure, track, and account for the production of Concentrated Product based on the originating weight of a 2000 pound ton of Ore.

AO anticipates processing Ore in accordance with the AO Executive Summary and Financial Pro-forma previously provided to the Investor. AO and Investor agree that a portion of the revenue generated from processing of one (1) ton of Ore into Concentrated Product (“Processed Ton of Ore”) shall be distributed to Investor (“Royalty”). Investor shall be paid a Royalty of *TWENTY FIVE DOLLARS (\$25.00)* per ton of Processed Ton of Ore in exchange for an investment of *TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)*.

AO and Investor agree that the Royalty shall apply to any and all Ores processed by AO and that there is no discontinuation or ‘cap’ of the Royalty after a certain amount of tons of Ore processed. The Royalty will continue in perpetuity.

It is expressly understood and agreed that AO shall only be responsible to pay Investor the amounts due in the previous paragraphs upon the sale of the Concentrated Product to a final refiner for which it receives payment, ie. Processed Ton of Ore. Payments to Investor shall be effected via check, or other good bank funds (or in the form of gold bullion produced by final refiner upon client request) within fifteen (15) business days from the receipt of funds from sales of the Concentrated Product to the final refiner.

AO agrees to notify Investor in writing of its Processed Ton of Ore production on a monthly basis.

If AO or its key assets (intellectual property, Supply Agreement, etc) are sold, AO will require the new owners to honor the Royalty Agreement as part of the sale agreement. If AO sells ore originating from its Supply Agreement to another entity, AO will honor the Royalty Agreement.

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NAME  
Managing Member  
Email:  
Phone:

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NAME  
Investor  
Email:  
Phone: