SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made effective as of June 10, 2022 (the "**Effective Date**").

BETWEEN:

NORTEC MINERALS CORP., a company existing under the laws of the Province of British Columbia, having an office at 615-800 West Pender Street, Vancouver, British Columbia V6E 2V6

(the "**Purchaser**")

AND:

[redacted] a corporation existing under the laws of the Province of Ontario, having an office at [redacted] REDACTED: PERSONAL INFORMATION

("**PropertyCo**")

AND:

Each shareholder of PropertyCo, all of whom are identified in Schedule A

(each, a "**Seller**" and collectively, the "**Sellers**")

WHEREAS:

A. PropertyCo holds an interest in the Sturgeon Lake Property in northwest Ontario (the "**Sturgeon Lake Property**") and the Mattagami River Zinc Project in northeast Ontario (the "**Mattagami River Project**" and collectively with the Sturgeon Lake Property, the "**Properties**"), both as more particularly described in Schedule B hereto;

B. The Purchaser has agreed to purchase, and the Sellers have agreed to sell to the Purchaser, 100% of the shares of PropertyCo (the "**PropertyCo Shares**") on the terms and conditions set forth in this Agreement (the "**Acquisition**").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree each with the other as follows:

1. Definitions and Schedules

1.1 Definitions:

(a) "**Acquisition**" has the meaning ascribed to that term on the face page of this Agreement;

(b) "**Agreement**" means this agreement, as amended or otherwise modified, and any Schedules attached hereto;

(c) "**Anti-Corruption Laws**" has the meaning assigned to that term in paragraph 27 of Schedule D;

(d) "**Applicable Laws**" means with respect to any matter, person, property or transaction, all rules, policies, notices, orders and legislation of any kind whatsoever of any governmental authority, regulatory body or stock exchange having jurisdiction over such matter, person, property or transaction hereby;

(e) "**Assets**" means all of the property, assets and rights of PropertyCo, other than the Properties;

(f) "**Books and Records**" means all books and records of PropertyCo relating to the Business;

(g) "**Business**" has the meaning assigned to that term on the face page of this Agreement;

(h) "**Business Day**" means any day, except Saturdays and Sundays, on which banks are generally open for business in Vancouver, Canada and Toronto, Ontario;

(i) "**Cash Payment**" has the meaning assigned to that term in Section 2.1;

(j) "**Claim**" means any claim, demand, action, cause of action, suit, arbitration, investigation, proceeding, complaint, grievance, charge, prosecution, violation, assessment or reassessment, including any appeal or application for review;

(k) "**Claim Dispute Period**" has the meaning assigned to that term in Section 11.3(d);

(l) "**Closing**" or "**Closed**" has the meaning assigned to that term in Section 9.1;

(m) "**Closing Date**" has the meaning assigned to that term in Section 9.1;

(n) "**Commercial Production**" means the operation of any of the Properties or any portion thereof as a producing mine and the production of Products therefrom, excluding bulk sampling, pilot plant or test operations. Commercial Production shall be deemed to have commenced:

   (i) if a Processor is located on one of the Properties, on the first day following the first period of 30 consecutive days during which Products have been produced from such Property at an average rate not less than 80% of the initial design rated capacity of the Facilities, or

   (ii) if no Processor is located on one of the Properties, on the first day of the month following the first period of 30 consecutive days during which Products have been shipped from the Property on a reasonably regular basis for the purpose of earning revenue;

(o) "**Commercial Production Payment**" means the aggregate sum of $5.o million to be paid by the Purchaser to the Sellers upon commencement of Commercial Production;

(p) "**Common Shares**" means common shares in the authorized share structure of the Purchaser;

(q) "**Communication**" has the meaning assigned to that term in Section 12.6;

(r) "**Consideration**" means, collectively, the Cash Payment, the Payment Shares and the Contingent Consideration;

(s) "**Contingent Consideration**" means, collectively, the Resources Payment and the Commercial Production Payment;

(t) "**Contingent Event**" means the preparation of the Mineral Resource Estimate or the achievement of Commercial Production;

(u) "**Direct Claim**" means an Indemnity Claim that does not arise as a result of a Third Party Claim;

(v) "**Effective Date**" has the meaning ascribed to that term on the first page hereof;

(w) "**Encumbrances**" means any mortgage, charge, pledge, security interest, lies, encumbrance, adverse claim or any other matter capable of registration against title;

(x) "**Existing Royalty**" means the pre-existing 2.5% net smelter returns royalty granted in respect of the Sturgeon Lake Project;

(y) "**Facilities**" means all mines, mills, plants and facilities including, without limitation, all pits, shafts, haulageways, and other underground workings, and all buildings, plants, facilities and other structures, fixtures and improvements, and all other property, whether fixed or moveable, as the same may exist at any time in, or on any of the Properties and relating to the operation of any of such Properties as a mine or outside such Property if for the exclusive benefit of such Property only;

(z) "**Financing**" has the meaning assigned to that term in Section 5.3(c);

(aa) "**Government Authority**" means any foreign, national, provincial, local or state government, any political or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity, including but not limited to, the TSX Venture Exchange;

(bb) "**Indemnity Claim**" has the meaning ascribed to that term in Section 11.3(c);

(cc) "**Indemnity Notice**" has the meaning ascribed to that term in Section 11.3(c);

(dd) "**Interim Period**" means the period from Effective Date to the Time of Closing;

(ee) "**Loss**" means any loss, liability, damage, cost, expense, charge, fine, penalty or assessment, including:

(i) the reasonable costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise;

(ii) all interest, fines and penalties; and

(iii) all reasonable professional fees and disbursements;

(ff) "**Material Adverse Change**" means, in respect of PropertyCo, any one or more changes, events or occurrences which may have a Material Adverse Effect, and "**Material Adverse Effect**" means, in respect of PropertyCo, any state of facts which, in any case, either individually or in the aggregate are, or would reasonably be expected to be, material and adverse to the business, assets or financial condition of PropertyCo, provided that a Material Adverse Change or Material Adverse Effect shall not include any change or effect (whether alone or in combination with any other effect), directly or indirectly, arising out of, relating to, resulting from or reasonably attributable to: (i) changes in the capital markets generally; (ii) changes in the mineral exploration industry generally; or (iii) any matter that has been disclosed by PropertyCo to the Purchaser prior to the date of this Agreement;

(gg) "**Material Contracts**" means, with respect to PropertyCo, contracts, agreements and other material documents of PropertyCo of any kind whatsoever including, without limitation, lease agreements, license agreements, assignment agreements, joint venture agreements, acquisition and disposition agreements, employment agreements, shareholder or voting agreements, share purchase or sale agreements, bank and financial institution loans, promissory notes, debentures, general security, subordination and priority agreements that are material to the Business;

(hh) "**Minerals**" means all marketable naturally occurring metallic and non-metallic minerals or mineral bearing material in whatever form or state (other than natural gas and petroleum), including, without limitation, any precious metal, any base metal, coal, diamonds, salt and rock, sand, gravel or aggregate, that is mined, extracted, removed, produced or otherwise recovered from any of the Properties, whether in the form of ore, doré, concentrates, refined metals or any other beneficiated or derivative products thereof, and including any such minerals or mineral bearing materials or products derived from any processing or reprocessing of any tailings, waste rock or other waste products originally derived from any of the Properties;

(ii) "**Mineral Claims**" means the mineral claims comprising the Properties and held by PropertyCo or to be transferred to PropertyCo, and as described in Schedule B;

(jj) "**Mineral Resource Estimate**" means a mineral resource estimate prepared by an independent qualified person (as such term is defined in NI 43-101) and in accordance with NI 43-101 in respect of any of the Properties totalling a minimum of 5 million tonnes of inferred resources;

(kk) "**Mineral Rights**" means and all rights, whether contractual or otherwise, for the exploration for or exploitation or extraction of mineral resources and reserves from Mineral Claims together with surface rights, water rights, royalty interests, fee interests, net profit interests, joint venture interests, carried interests and other leases, rights of way and enurements related to any such rights;

(ll) "**NI 43-101**" means National Instrument 43-101 *Standards of Disclosure for Mineral Projects* of the Canadian Securities Administrators;

(mm) "**Owned Shares**" has the meaning assigned to that term in Schedule E;

(nn) "**Parties**" means, together, the Purchaser, PropertyCo and the Sellers and "**Party**" means any one of them;

(oo) "**Payment Shares**" has the meaning assigned to that term in Section 2.1;

(pp) "**Person**" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or association, or a governmental entity (or any department, agency, or political subdivision thereof);

(qq) "**Pro Rata Share**" means, with respect to each Seller, the quotient of (i) the number of PropertyCo Shares beneficially owned by such Seller, <u>divided by</u> (ii) the total number of PropertyCo Shares issued and outstanding;

(rr) "**Processor**" means, collectively, any mill, smelter, refinery or other processor of the Minerals that processes any Minerals to the final product stage before sale or other disposition;

(ss) "**Products**" means all gold, silver, lead and zinc bearing ores mined, executed, extracted, recovered in soluble solution or otherwise recovered or produced from the Minerals and all concentrates and other Mineral products, metals or Minerals which are derived therefrom, whether on or off the Properties;

(tt) "**Properties**" has the meaning ascribed to that term on the first page hereof;

(uu) "**PropertyCo**" has the meaning assigned to that term on the face page of this Agreement;

(vv) "**PropertyCo Approvals**" means all necessary approvals, waivers and consents required to be obtained by PropertyCo in connection with the transactions contemplated by this Agreement;

(ww) "**PropertyCo Shares**" has the meaning ascribed to that term on the face page of this Agreement;

(xx) "**Purchaser**" has the meaning assigned to that term on the face page of this Agreement;

(yy) "**Regulatory Approval**" means an approval, consent, waiver, permit, order or exemption from any Government Authority which is required to be obtained in order to permit the Acquisition to be effected;

(zz) "**Resources Payment**" means the aggregate sum of $1.5 million payable by the Purchaser to the Sellers upon the completion of the Mineral Resource Estimate;

(aaa) "**Security**" or "**Securities**" means any shares, ownership interests, stock options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a "security" as that term is defined in Securities Laws;

(bbb) "**Securities Commissions**" means, collectively, the British Columbia Securities Commission and such other securities commission having jurisdiction over the transactions contemplated herein;

(ccc) "**Securities Laws**" means the securities legislation of each province or territory having jurisdiction and the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the Securities Commission of that jurisdiction;

(ddd) "**Seller**" and "**Sellers**" have the meaning assigned to those terms on the face page of this Agreement;

(eee) "**Tax**" or "**Taxes**" means all taxes and other governmental charges of any kind whatsoever including without limitation, all federal, state, municipal or other governmental imposed income tax, capital tax, capital gains tax, transfer tax, valueadded tax, sales tax, social services, health, payroll and employment taxes, duty, customs, or import duties and any penalty charges or interest in respect of the foregoing;

(fff) "**Third Party**" means any partnership, corporation, trust, unincorporated organization, union, government, governmental department or agency, individual or any heir, executor, administrator or other legal representative of an individual other than a Party to this Agreement;

(ggg) "**Third Party Claim**" means a Claim made against the Purchaser by a Person who is not a Party;

(hhh) "**Time of Closing**" has the meaning assigned to that term in Section 9.1;

(iii) "**U.S. Person**" means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act; and

(jjj) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended.

1.2 Schedules

The following schedules are attached to and form part of this Agreement:

Schedule	**Title**
A	List of the Sellers
B	PropertyCo Mineral Claims
C	PropertyCo Capital
D	Representations and Warranties of PropertyCo and the Sellers
E	Representations and Warranties of the Sellers
F	Representations and Warranties of the Purchaser

2. Purchase and Sale

2.1 Subject to the terms and conditions of this Agreement, each Seller hereby agrees to sell all of its ownership interest in and to their PropertyCo Shares to the Purchaser free and clear of all Encumbrances (except for the Existing Royalty) and the Purchaser agrees to purchase all of the PropertyCo Shares in consideration for an aggregate of 85,000,000 Common Shares (the "**Payment Shares**") to be issued by the Purchaser, an aggregate of $25,000 in cash (the "**Cash Payment**") and the Contingent Consideration on the occurrence of the Contingent Events. The Parties acknowledge and agree that the Payment Shares, the Cash Payment and the Contingent Consideration represent the sole consideration to be received by the Sellers in exchange for the PropertyCo Shares.

2.2 On Closing, the Purchaser shall pay and issue to each Seller such Seller's Pro Rata Share of the Cash Payment and the Payment Shares, respectively.

3. Contingent Consideration

3.1 Within ten Business Days after the occurrence of each Contingent Event, the Purchaser shall pay to each Seller such Seller's Pro Rata Share of the Contingent Consideration payable to the Sellers as a result of the occurrence of such Contingent Event.

4. Covenants, Agreements and Acknowledgements

4.1 During the Interim Period, neither the Sellers nor PropertyCo shall take any action, directly or indirectly, to encourage, initiate or engage in discussions or negotiations with, or provide any information to, any Person, other than the Purchaser and its designated and authorized representatives, concerning any sale, transfer or assignment of the PropertyCo Shares or any portion of the Business or the Assets. The Sellers and PropertyCo shall notify the Purchaser promptly if any such discussions or negotiations are sought or if any proposal for a sale, transfer or assignment of the PropertyCo Shares or any portion of the Business or the Assets is received or being considered.

4.2 Without in any way limiting any other obligations of PropertyCo hereunder, during the Interim Period:

(a) PropertyCo shall conduct the Business and the operations and affairs of PropertyCo only in the ordinary course, and PropertyCo shall not, without the prior written consent of the Purchaser, enter into any transaction or refrain from doing any action that, if effected before the date of this Agreement, would constitute a breach of any representation, warranty, covenant or other obligation of PropertyCo in this Agreement and, without limiting the generality of the foregoing, PropertyCo shall:

(i) not amalgamate, merge or consolidate with or acquire or agree to acquire all or substantially all of the shares and assets of any Person, not acquire or lease or agree to acquire or lease any business operations or any equity interests in any other Person, not acquire or agree to acquire any legal or beneficial interest in any real property or not to occupy, lease, manage or control or agree to occupy, lease or manage or control any facility or property;

(ii) not enter into any compromise or settlement of any litigation, proceeding or government investigation relating to the Business or any of the Assets;

(iii) not enter into any Material Contract; and

(iv) not make any change to its governing documents;

(b) PropertyCo shall:

(i) continue to maintain in full force and effect all the insurance policies or renewals thereof currently in effect, if there are any;

(ii) take out such additional insurance as may be reasonably requested by the Purchaser; and

(iii) report all claims or known circumstances or events which may give rise to a claim to its insurers under the insurance policies in a due and timely manner to the Closing Date and to provide copies of those reports to the Purchaser;

(c) PropertyCo shall use its best efforts to obtain the PropertyCo Approvals;

(d) PropertyCo shall use its best efforts to preserve intact the Business, the Assets, and the operations and affairs of PropertyCo and to carry on the Business and the affairs of PropertyCo as currently conducted;

(e) PropertyCo shall pay and discharge its liabilities in the ordinary course in accordance and consistent with the previous practice of PropertyCo and in accordance with Section 4.2, except those contested in good faith by PropertyCo;

(f) PropertyCo shall take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution and delivery of this Agreement and the other agreements and documents contemplated hereby and to complete the transfer of the PropertyCo Shares to the Purchaser and to cause all necessary meetings of directors and shareholders of PropertyCo to be held for that purpose;

(g) PropertyCo shall periodically report to the Purchaser as it may reasonably request concerning the state of PropertyCo, the Business and the Assets; and

(h) PropertyCo shall use its best efforts to satisfy the conditions contained in Section 5.1 and Section 5.3.

4.3 The Sellers hereby acknowledge and agree with the Purchaser as follows:

(a) the Payment Shares issued to the Sellers may be subject to resale restrictions under Securities Laws and escrow requirements under Securities Laws of the policies of a stock exchange on which the Common Shares (or common shares of a successor entity) may be listed;

(b) the Sellers are knowledgeable of, or has been independently advised as to, the Applicable Laws which may impose restrictions on the resale of such Payment Shares and it is a Seller's individual responsibility to find out what those resale restrictions are, and to comply with them before selling any of the Payment Shares.

4.4 The Sellers acknowledge that the Purchaser does not assume and shall not be liable for any taxes whatsoever which may be or become payable by the Sellers including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by the Sellers to the Purchaser of the Owned Shares herein contemplated, and the Sellers shall severally indemnify and save harmless the Purchaser from and against all such taxes.

4.5 Each Seller acknowledges having fully read and understood this Agreement, and having either received independent legal advice, or having had the opportunity to receive independent legal advice, with respect to this Agreement. Each Seller is signing this Agreement voluntarily, without coercion or compulsion, and without relying upon any representations, promises or terms, except as expressly set out in this Agreement.

5. **Conditions Precedent**

5.1 The respective obligations of the Parties to complete the transactions contemplated by this Agreement will be subject to the satisfaction of the following conditions, any of which may be waived by any Party in whole or in part without prejudice to such Party's right to rely on any other of them:

(a) all required Regulatory Approvals, subject only to conditions customary for a transaction of this nature; and

(b) there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Acquisition.

5.2 The Purchaser's obligations under this Agreement including, without limitation, its obligation to close the transactions contemplated under this Agreement, are subject to the fulfilment, to its satisfaction, of the following conditions that:

(a) before the Time of Closing, PropertyCo will hold all of the Mining Claims for the Properties;

(b) on or before the Time of Closing, the Purchaser will have completed its due diligence review of PropertyCo to its reasonable satisfaction;

(c) the representations and warranties of PropertyCo and the Sellers contained in Schedule D and the representations and warranties of the Sellers contained in Schedule E will be true and correct in all material respects at and as of the Closing;

(d) all covenants, agreements and obligations hereunder on the part of PropertyCo and the Sellers to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with in all material respects;

(e) PropertyCo and the Sellers will have delivered to the Purchaser the documents required to be delivered by them pursuant to Section 9.2;

(f) PropertyCo will have obtained the PropertyCo Approvals; and

(g) there will have been no Material Adverse Change in respect of PropertyCo.

The conditions precedent set forth above are for the exclusive benefit of the Purchaser and may be waived by it in whole or in part by it on or before the Time of Closing.

5.3 PropertyCo and the Sellers' obligations under this Agreement including, without limitation, their obligations in connection with the closing of the transactions contemplated under this Agreement, are subject to the fulfilment, to its satisfaction, of the following conditions that:

(a) the representations and warranties of the Purchaser contained in Schedule F will be true and correct in all material respects at and as of the Closing;

(b) all covenants, agreements and obligations hereunder on the part of the Purchaser to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with in all material respects;

(c) the Purchaser shall be ready, willing and able to close an equity financing to raise a minimum of $500,000 (the "**Financing**"); and

(d) at Closing, the Purchaser will have delivered to PropertyCo and the Sellers the documents required to be delivered by it pursuant to Section 9.3.

The conditions precedent set forth above are for the exclusive benefit of PropertyCo and the Sellers and may be waived by PropertyCo and the Seller in whole or in part by it on or before the Time of Closing.

6. PropertyCo's Representations and Warranties

6.1 In order to induce the Purchaser to enter into this Agreement and complete its obligations hereunder, PropertyCo makes the representations and warranties to the Purchaser set forth in Schedule D.

7. **The Sellers' Representations and Warranties**

7.1 In order to induce the Purchaser to enter into this Agreement and complete its obligations hereunder, each Seller makes the representations and warranties to the Purchaser set forth in Schedule E.

8. **The Purchaser's Representations and Warranties**

8.1 In order to induce the Sellers to enter into this Agreement and complete their respective obligations hereunder and thereunder, the Purchaser makes the representations and warranties to PropertyCo and to the Sellers contained in Schedule F.

9. **Closing**

9.1 The completion of the transactions contemplated under this Agreement shall be completed (the "**Closing**") at the offices of Gowling WLG (Canada) LLP, Canadian legal counsel to the Purchaser, at 10:00 a.m. (Vancouver time) (the "**Time of Closing**"), on the date which is the fifth Business Day following the satisfaction or waiver of all conditions precedent as set out in Section 5, or such other time or date as the parties may agree upon (the "**Closing Date**").

9.2 At the Time of Closing on the Closing Date, the Sellers and PropertyCo shall deliver to the Purchaser the following Closing documents:

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(a) a written resignation of [redacted] as a director and officer of PropertyCo;

(b) evidence satisfactory to the Purchaser that PropertyCo has no debt outstanding;

(c) a certificate of an officer of PropertyCo certifying that (i) all of PropertyCo's representations and warranties set out in Schedule D are true as of Closing, (ii) all of PropertyCo's covenants set out herein have been performed, and (iii) all of the conditions for the benefit of PropertyCo have been complied with or waived;

(d) a certificate signed by each Seller to certifying that (i) all of such Seller's representations and warranties set out in Schedule D and Schedule E are true as of Closing, (ii) all of such Seller's covenants set out herein have been performed, and (iii) all of the conditions for the benefit of such Seller have been complied with or waived;

(e) share certificates representing all of the PropertyCo Shares held by the Sellers and duly endorsed for transfer to the Purchaser;

(f) a share certificate representing all of the issued and outstanding PropertyCo Shares registered in the name of the Purchaser; and

(g) a certified copy of the resolutions of the Board of Directors of PropertyCo authorizing and approving this Agreement, the performance of PropertyCo's obligations hereunder and matters in respect of this Agreement, including, but not limited to, the transfer of the PropertyCo Shares from the Sellers to the Purchaser and the issuance to the Purchaser of a share certificate representing all of the issued and outstanding PropertyCo Shares.

9.3 At the Time of Closing on the Closing Date, the Purchaser shall deliver to PropertyCo and to the Sellers the following:

(a) certificates representing Payment Shares, registered in the name of, or in accordance with the written direction of, the Sellers;

(b) evidence satisfactory to PropertyCo and the Sellers that the Purchaser has obtained Regulatory Approval for the Acquisition and the Financing; and

(c) a certificate of an officer of the Purchaser certifying that (i) all of Purchaser's representations and warranties set out in Schedule F are true as of Closing, (ii) all of Purchaser's covenants set out herein have been performed, and (iii) all of the conditions for the benefit of the Purchaser have been complied with or waived.

9.4 At Closing, the items referred to in Sections 9.2 and 9.3 shall be tabled in the office of Gowling WLG (Canada), legal counsel to the Purchaser, until the Purchaser, PropertyCo and the Sellers have acknowledged that they are satisfied therewith, whereupon the Closing shall have occurred and each such Party shall retain items delivered in favour of such Party. If any of the Parties notifies the other Parties in writing that it is not satisfied with the tabled items, then Closing shall not occur, and the balance of the documents tabled by each Party pursuant to this Section 9.4 shall be returned to such Party.

10. **Termination**

10.1 This Agreement may be terminated at any time prior to the Closing Date:

(a) by mutual written consent of the Purchaser, PropertyCo and the Sellers;

(b) by the Purchaser is there is a Material Adverse Change relating to PropertyCo;

(c) by either the Purchaser, PropertyCo and the Sellers if the Closing shall not have been consummated on or prior to Sept. 30, 2022, without liability to the terminating party on account of such termination; provided that the right to terminate this Agreement pursuant to this 10.1(c) shall not be available to a party whose material breach or violation of any representation, warranty, covenant, obligation or agreement under this Agreement has been the cause of or has resulted in the failure of the Closing to occur on or before such date;

(d) by the Purchaser, if there has been a material breach by PropertyCo or the Sellers of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 5.2 which PropertyCo or the Sellers, as the case may be, fails to cure within ten Business Days after written notice thereof is given by the Purchaser;

(e) by PropertyCo and the Sellers if there has been a material breach by the Purchaser of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 5.3 which the Purchaser fails to cure within ten Business Days after written notice thereof is given by PropertyCo and the Sellers; or

(f) by any party, if any permanent injunction or other order of a court or other competent authority preventing the Closing shall have become final and non-appealable; provided, however, that no party shall be entitled to terminate this Agreement if such party's material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order.

10.2 Upon termination of this Agreement in accordance with the terms hereof, the parties hereto shall have no further obligations under this Agreement, other than the obligations contained in Section 12.1.

11. **Indemnification**

11.1 Each Seller will, if the Closing occurs, severally and proportionately to that Seller's Pro Rata Share, indemnify and hold harmless the Purchaser from and against any Loss that the Purchaser may suffer as a result of:

(a) any breach of any representation or warranty made by PropertyCo and the Sellers in Schedule D;

(b) any non-performance of any covenant or agreement of PropertyCo contained in this Agreement;

(c) any breach any representation or warranty made by that Seller in Schedule E; and

(d) any non-performance of any covenant or agreement of that Seller contained in this Agreement.

11.2 The representations and warranties made by PropertyCo do not survive the Closing and completion of the transactions contemplated by this Agreement and shall not continue in full force and effect from and after the Closing Time.

11.3 The following will apply to the indemnification obligations under this Section 11:

(a) The Purchaser's waiver of any condition relating to any representation, warranty or covenant will not affect the right to indemnification under this Section 11 based on that representation, warranty or covenant.

(b) The amount of any Loss for which indemnification is provided under this Section 11 will be (i) increased to take into account of any net Tax cost incurred by the Purchaser arising from the receipt of indemnity payments under this Agreement, and (ii) reduced to take into account of any net Tax benefit realized by the Purchaser arising from the incurrence or payment of that Loss, to the extent necessary to ensure that the Purchaser receives a net amount that, taking into account any net Tax cost or net Tax benefit, is sufficient to fully compensate for the Loss, but results in no net gain to the Purchaser. In computing the amount of any net Tax cost or net Tax benefit, the Purchaser will be deemed to recognize all other items of income, gain, loss, deduction or credit before recognizing any item arising from the receipt of any indemnity payment under this Agreement or the incurrence or payment of any indemnified Loss.

(c) If the Purchaser becomes aware of a Loss or potential Loss in respect of which the Sellers have agreed to indemnify it under this Section 11, the Purchaser will promptly give written notice (an "**Indemnity Notice**") of its Claim or potential Claim for indemnification (an "**Indemnity Claim**") to the Sellers. An Indemnity Notice must specify whether the Indemnity Claim arises as a result of a Third Party Claim or whether the Indemnity Claim is a Direct Claim, and must also specify with reasonable particularity (to the extent that the information is available):

(i) the factual basis for the Indemnity Claim; and

(ii) the amount of the Indemnity Claim, if known.

(d) Following the receipt of any Indemnity Notice from the Purchaser of a Direct Claim, the Sellers will have 15 Business Days, or in any other period of time agreed to by the Sellers and the Purchaser (in any case, the "**Claim Dispute Period**") to make any investigations it considers necessary or desirable. For the purposes of those investigations, the Purchaser will make available to the Sellers the information relied upon by the Purchaser to substantiate the Direct Claim, together with all of the other information that the Sellers may reasonably request.

(e) If the Sellers dispute the validity or amount of the Direct Claim, the Sellers may provide written notice of the dispute to the Purchaser within the Claim Dispute Period. That dispute notice must describe in reasonable detail the nature of the Sellers' dispute. Upon receipt of a dispute notice, the Purchaser may pursue all rights and remedies available to it, subject to this Agreement.

(f) If the Sellers do not provide written notice of a dispute with respect to the Direct Claim within the Claim Dispute Period, the Sellers will be deemed to have agreed to the validity and amount of the Direct Claim.

(g) The Purchaser will promptly deliver to the Sellers copies of all correspondence, notices, assessments or other written communication received by the Purchaser in respect of any Third Party Claim that is or might become the basis of an Indemnity Claim.

(h) If the Sellers acknowledge in writing its obligation to satisfy an Indemnity Claim to the extent of any binding, final and non-appealable determination or settlement in connection with a Third Party Claim, then:

(i) The Sellers will have the right, by written notice delivered to the Purchaser within 25 Business Days of receipt by the Sellers of the Indemnity Notice, and subject to the right of any insurer or other Person to participate in the carriage and control of the negotiation, defence or settlement of the Third Party Claim, to assume carriage and control of the negotiation, defence or settlement of the Third Party Claim and the conduct of any related legal or administrative proceedings at the expense of the Sellers and by its own counsel;

(ii) If the Sellers elect to assume carriage and control, the Purchaser will have the right to participate at its own expense in the negotiation, defence or settlement of the Third Party Claim assisted by its own counsel; and

(iii) Despite Section 11.3(h)(i), the Sellers will not, except with the Purchaser's prior written consent, settle the Third Party Claim or conduct any related legal or administrative proceedings in a manner that would, in the opinion of the Purchaser, acting reasonably, have a Material Adverse Effect on the Purchaser.

(i) If the Sellers do not exercise their right under Section 11.3(h) to assume carriage and control of the negotiation, defence or settlement of a Third Party Claim that is the basis of an Indemnity Claim, the Sellers will not contest the amount of the Loss with respect to that Third Party Claim.

12. General

12.1 Each Party will be responsible for all of his, her or its own expenses and costs in respect of the transactions contemplated hereunder including, without limitation, expenses and costs incurred for professional advice such as legal, accounting, tax, financial and business advice, among others, finder's fees and any personal or corporate sales taxes, income taxes and capital gains.

12.2 Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the parties of this subsection or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.

12.3 The Schedules to this Agreement and the recitals to this Agreement constitute a part of this Agreement. Whenever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate or vice versa as the context may require.

12.4 This Agreement constitutes the entire agreement between the Parties in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein.

12.5 The Parties shall execute and deliver all such further documents and instruments and do all such acts and things as any Party may, either before or after the Closing, reasonably require of the other in order that the full intent and meaning of this Agreement is carried out. No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid and binding upon the Parties unless such alteration, amendment, modification or interpretation is in written form executed by all of the Parties.

12.6 Any payment, notice, request, demand, election and other communication of any kind whatsoever (a "**Communication**") to be given under this Agreement shall be in writing and shall be delivered by hand or e-mail to the parties at their following respective addresses:

To the Purchaser:

Nortec Metals Corp.
615-800 West Pender Street,
Vancouver, B.C.
Canada V6E 2V6

Attention: Michael Malana
Interim CEO and Director

Email: [redacted].

REDACTED: PERSONAL INFORMATION

To PropertyCo and the Sellers:

[redacted]

REDACTED: PERSONAL INFORMATION

[redacted] REDACTED: PERSONAL INFORMATION
Email: [redacted]

[redacted]
REDACTED: PERSONAL INFORMATION
Email: [redacted]

[redacted]
REDACTED: PERSONAL INFORMATION
Email: [redacted]

[redacted]
REDACTED: PERSONAL INFORMATION
Email: [redacted]

or to such other addresses as may be given in writing by the Parties in the manner provided for in this subsection, and the Party sending such notice should request acknowledgment of delivery and the Party receiving such notice should provide such acknowledgment.

12.7 This Agreement may not be assigned by any Party without the prior written consent of the other Parties.

12.8 This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the parties hereby agree to attorn to the non-exclusive jurisdiction of the Courts of British Columbia and not to commence any form of proceedings in any other forum.

12.9 The phrase "to the knowledge of" when used to modify or describe the state of knowledge of factual or legal matters relating to a Party, whether or not used with any other limiting or expansive language, shall be construed in all cases to mean "to the knowledge of a senior officer of the Party after diligent enquiry".

12.10 The headings in this Agreement are solely for convenience or reference and are not intended to be complete or accurate descriptions of content or to be guides to interpretation of this Agreement or any part of it.

12.11 The word "including", when following any general statement or terms, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope.

12.12 Unless another currency is otherwise indicated, all references to currency are deemed to mean lawful money of Canada and all amounts to be calculated or paid pursuant to this Agreement are to be calculated in lawful money of Canada and to be paid by certified cheque or bank draft drawn on a Canadian chartered bank payable at par in Vancouver, British Columbia.

12.13 A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulation in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulation.

12.14 This Agreement may be signed by fax or other electronic means and in counterpart, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE HAS PURPOSELY BEEN LEFT BLANK]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date first above written.

NORTEC METALS CORP.

Per:

“Michael Malana”
Authorized Signatory

[redacted]

REDACTED: PERSONAL INFORMATION
Per:

[redacted]
Authorized Signatory

REDACTED: PERSONAL INFORMATION

“[redacted]”
[redacted]

REDACTED: PERSONAL INFORMATION

“[redacted]”
[redacted]

REDACTED: PERSONAL INFORMATION

“[redacted]”
[redacted]

REDACTED: PERSONAL INFORMATION

“[redacted]”
[redacted]

SCHEDULE A
LIST OF SELLERS

Name of Seller	Address of Seller REDACTED: PERSONAL INFORMATION	Percentage of PropertyCo Shares beneficially owned
[redacted]	[redacted]	48.24%
[redacted]	[redacted]	48.23%
[redacted]	[redacted]	1.18%
[redacted]	[redacted]	2.35%

SCHEDULE B
PROPERTYCO MINERAL CLAIMS

STURGEON LAKE PROJECT:

Township / Area	**Tenure ID**	**Tenure Type**	**Anniversary Date**	**Tenure Status**
SIX MILE LAKE AREA	697552	Single Cell Mining Claim	2023-12-16	Active
SIX MILE LAKE AREA	697551	Single Cell Mining Claim	2023-12-16	Active
SIX MILE LAKE AREA	697550	Single Cell Mining Claim	2023-12-16	Active
SIX MILE LAKE AREA	681743	Single Cell Mining Claim	2023-10-20	Active
SIX MILE LAKE AREA	681742	Single Cell Mining Claim	2023-10-20	Active
SIX MILE LAKE AREA	681741	Single Cell Mining Claim	2023-10-20	Active
SIX MILE LAKE AREA	681740	Single Cell Mining Claim	2023-10-20	Active
SIX MILE LAKE AREA	681739	Single Cell Mining Claim	2023-10-20	Active
SIX MILE LAKE AREA	681738	Single Cell Mining Claim	2023-10-20	Active
SIX MILE LAKE AREA	681737	Single Cell Mining Claim	2023-10-20	Active
SIX MILE LAKE AREA	681736	Single Cell Mining Claim	2023-10-20	Active
SIX MILE LAKE AREA	681735	Single Cell Mining Claim	2023-10-20	Active
SIX MILE LAKE AREA	681734	Single Cell Mining Claim	2023-10-20	Active
SIX MILE LAKE AREA	681733	Single Cell Mining Claim	2023-10-20	Active
SIX MILE LAKE AREA	681732	Single Cell Mining Claim	2023-10-20	Active
SIX MILE LAKE AREA	681731	Single Cell Mining Claim	2023-10-20	Active
SIX MILE LAKE AREA	681730	Single Cell Mining Claim	2023-10-20	Active
SIX MILE LAKE AREA	681729	Single Cell Mining Claim	2023-10-20	Active
SIX MILE LAKE AREA	681728	Single Cell Mining Claim	2023-10-20	Active
SIX MILE LAKE AREA	672575	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672574	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672573	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672572	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672571	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672570	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672569	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672568	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672567	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672566	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672565	Single Cell Mining Claim	2023-08-25	Active
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SIX MILE LAKE AREA	672563	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672562	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672561	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672560	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672559	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672558	Single Cell Mining Claim	2023-08-25	Active

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SIX MILE LAKE AREA	672393	Single Cell Mining Claim	2023-08-25	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	672392	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672391	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672390	Single Cell Mining Claim	2023-08-25	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	672389	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672388	Single Cell Mining Claim	2023-08-25	Active
SIX MILE LAKE AREA	672387	Single Cell Mining Claim	2023-08-25	Active

SIX MILE LAKE AREA	672386	Single Cell Mining Claim	2023-08-25	Active
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SIX MILE LAKE AREA	672372	Single Cell Mining Claim	2023-08-25	Active
QUEST LAKE AREA	656353	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656352	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656351	Single Cell Mining Claim	2023-05-11	Active
DUNNE LAKE AREA,QUEST LAKE AREA	656350	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656349	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656348	Single Cell Mining Claim	2023-05-11	Active
DUNNE LAKE AREA,QUEST LAKE AREA	656347	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656346	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656345	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656344	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656343	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656342	Single Cell Mining Claim	2023-05-11	Active
DUNNE LAKE AREA,QUEST LAKE AREA	656341	Single Cell Mining Claim	2023-05-11	Active
DUNNE LAKE AREA,QUEST LAKE AREA	656340	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656339	Single Cell Mining Claim	2023-05-11	Active
DUNNE LAKE AREA,QUEST LAKE AREA	656338	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656337	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656336	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656335	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656334	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656333	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656332	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656331	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656330	Single Cell Mining Claim	2023-05-11	Active
DUNNE LAKE AREA,QUEST LAKE AREA	656329	Single Cell Mining Claim	2023-05-11	Active

QUEST LAKE AREA	656328	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656327	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656326	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656325	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656324	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656323	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656322	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656321	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656320	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656319	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656318	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656317	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656316	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656315	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656314	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656313	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656312	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656311	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656310	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656309	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656308	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656307	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656306	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656305	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656304	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656303	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656302	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656301	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656300	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656299	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656298	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656297	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656296	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656295	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656294	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656293	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656292	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656291	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656290	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656289	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656288	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656287	Single Cell Mining Claim	2023-05-11	Active

QUEST LAKE AREA	656286	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656285	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656284	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656283	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656282	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656281	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656280	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656279	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656278	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656277	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656276	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656275	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656274	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656273	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656272	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656271	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656270	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656269	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656268	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656267	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656266	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656265	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656264	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656263	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656262	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656261	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656260	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656259	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656258	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656257	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656256	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656255	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656254	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656253	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656252	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656251	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656250	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656249	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656248	Single Cell Mining Claim	2023-05-11	Active

QUEST LAKE AREA	656247	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656246	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656245	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656244	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656243	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656242	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656241	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656240	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656239	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656238	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656237	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656236	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656235	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656234	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656233	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656232	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656231	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656230	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656229	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656228	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656227	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656226	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656225	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656224	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656223	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656222	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656221	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656220	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656219	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656218	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656217	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656216	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656215	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656214	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656213	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656212	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656211	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA	656210	Single Cell Mining Claim	2023-05-11	Active

QUEST LAKE AREA,SIX MILE LAKE AREA	656209	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656162	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656161	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656160	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656159	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656158	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656157	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656156	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656155	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656154	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656153	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656152	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656151	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656150	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656149	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656148	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656147	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656146	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656145	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656144	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656143	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656142	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656141	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656140	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656139	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656138	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656137	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656136	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656135	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656134	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656133	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656132	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656131	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656130	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656129	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656128	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656127	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656126	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656125	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656124	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656123	Single Cell Mining Claim	2023-05-11	Active

QUEST LAKE AREA,SIX MILE LAKE AREA	656122	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656121	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656120	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656119	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656118	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656117	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656116	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656115	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656114	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656113	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656112	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656111	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656110	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656109	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656108	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656107	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656106	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656105	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656104	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656103	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656102	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656101	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656100	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656099	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656098	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656097	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656096	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656095	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656094	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656093	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656092	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656091	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656090	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656089	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656088	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656087	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656086	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656085	Single Cell Mining Claim	2023-05-11	Active
QUEST LAKE AREA,SIX MILE LAKE AREA	656084	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656083	Single Cell Mining Claim	2023-05-11	Active

SIX MILE LAKE AREA	656082	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656081	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656080	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656079	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656078	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656077	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656076	Single Cell Mining Claim	2023-05-11	Active
SIX MILE LAKE AREA	656075	Single Cell Mining Claim	2023-05-11	Active

MATTAGAMI RIVER PROJECT:

Township / Area	**Tenure ID**	**Tenure Type**	**Anniversary Date**
AGATE	722693	Single Cell Mining Claim	2024-05-06
AGATE	722692	Single Cell Mining Claim	2024-05-06
AGATE	722691	Single Cell Mining Claim	2024-05-06
AGATE	722690	Single Cell Mining Claim	2024-05-06
AGATE	722689	Single Cell Mining Claim	2024-05-06
AGATE	722688	Single Cell Mining Claim	2024-05-06
AGATE	722687	Single Cell Mining Claim	2024-05-06
AGATE	722686	Single Cell Mining Claim	2024-05-06
AGATE	722685	Single Cell Mining Claim	2024-05-06
AGATE	722684	Single Cell Mining Claim	2024-05-06
AGATE,TUCKER	722683	Single Cell Mining Claim	2024-05-06
AGATE	722682	Single Cell Mining Claim	2024-05-06
AGATE	722681	Single Cell Mining Claim	2024-05-06
TUCKER	722680	Single Cell Mining Claim	2024-05-06
AGATE	722679	Single Cell Mining Claim	2024-05-06
AGATE	722678	Single Cell Mining Claim	2024-05-06
AGATE	722677	Single Cell Mining Claim	2024-05-06

SCHEDULE C
PROPERTYCO SHARE CAPITAL

Name of Registered Holder	Common Shares of PropertyCo held
[redacted]	4,824
[redacted]	4,823
[redacted]	118
[redacted]	235

REDACTED: PERSONAL INFORMATION

SCHEDULE D
REPRESENTATIONS AND WARRANTIES OF PROPERTYCO AND THE SELLERS

PropertyCo and each of the Sellers jointly and severally represents and warrants to the Purchaser that as of the date hereof and at the Time of Closing (or at such time as may be specifically set out below) the following:

1. PropertyCo is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of Ontario, and has the corporate power and capacity to enter into this Agreement and to carry out its terms and has all necessary corporate power to own its Assets and to conduct its business as such business is now being conducted;

2. to the extent required, PropertyCo is qualified to conduct business in each applicable jurisdiction as necessary to perform its obligations under each of the Material Contracts, as applicable;

3. the execution and delivery of this Agreement by PropertyCo and all other related agreements or documents, and the completion of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate acts on the part of PropertyCo, and this Agreement constitutes a legal, valid and binding obligation of PropertyCo;

4. the authorized capital of PropertyCo is as described in Schedule C, validly registered in the competent corporate registry, fully paid and non-assessable and are registered to person named in Schedule C, and there are no Encumbrances registered against title to the PropertyCo Shares;

5. the rights, privileges, restrictions and conditions attached to the PropertyCo Shares are as set out in PropertyCo's constating documents and under applicable corporate legislation;

6. there are no outstanding share purchase warrants, broker options, options or other rights or other arrangements under which PropertyCo is bound or obligated to issue additional shares in its capital or warrants, broker warrants, options, pre-emption rights or other rights to acquire shares in its capital and, to the knowledge of PropertyCo and the Sellers, the PropertyCo Shares are not subject to the terms of any shareholder or voting trust agreement;

7. PropertyCo has not entered into any agreement, option, understanding or commitment or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment with any Third Party, for the acquisition of any of the Properties or the Assets which has not been terminated prior to the date hereof;

8. PropertyCo does not own or control directly or indirectly, any interest in any other corporation, association, partnership, joint venture or other business entity;

9. no proceedings have been taken or authorized by the Sellers, or, to the knowledge of PropertyCo and the Sellers, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of PropertyCo;

10. the Properties and the Assets are owned by PropertyCo free and clear of all Encumbrances, and PropertyCo is not aware of any adverse claim or claims which may affect its ownership of the Properties and the Assets;

11. neither the execution and delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any breach of any of the terms and provisions of, or constitute a default under, the constating documents, director or shareholder resolutions of PropertyCo, or any agreement or instrument or statute or laws to which PropertyCo is a party or by which the Assets

of PropertyCo are bound or any order, decree, statute, regulation, covenant or restriction applicable to PropertyCo;

12. to the knowledge of PropertyCo and the Sellers, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of PropertyCo) pending or threatened by or against PropertyCo or affecting the Assets at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign and, to the knowledge of PropertyCo and the Sellers, there are no existing grounds on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;

13. PropertyCo does not have a pension, stock option or stock purchase plan or a profit sharing, incentive or bonus plan or other deferred compensation plan, or an employee group insurance plan, hospitalization plan, disability plan or other employee benefit plan, program, policy or practice, formal or informal with respect to any of its employees, health plans established pursuant to statute, and PropertyCo does not have any unfunded or unpaid liability in respect of such plan;

14. PropertyCo's sole employee is [redacted] whose employment shall be terminated prior to the Closing Date; REDACTED: PERSONAL INFORMATION

15. PropertyCo does not have any Material Contract;

16. PropertyCo does not own or have any Mineral Claims and Mineral Rights, other than as described in Schedule B;

17. PropertyCo has provided the Purchaser with access to full and complete copies of all material exploration information and data in respect of the Properties within its possession or control including, without limitation, all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) and all technical reports, feasibility studies and other similar reports and studies concerning the Properties;

18. PropertyCo does not own, have any interest in, and is not a party to or bound by or subject to any agreement, contract or commitment, or any option to purchase, any real or immovable property;

19. PropertyCo does not own or lease any assets or property;

20. PropertyCo has provided the Purchaser and its representatives with full and complete access to all material correspondence received by PropertyCo and its representatives from Governmental Authorities and any non-governmental organization, community, community group, civil organization or group;

21. no property or asset of PropertyCo has been taken or expropriated by any Government Authority nor has any notice or proceeding in respect thereof been given or commenced nor, to the knowledge of PropertyCo and the Sellers, is there any intent or proposal to give such notice or to commence such proceeding;

22. the Books and Records disclose all material financial transactions of PropertyCo since its incorporation, and such transactions have been fairly and accurately recorded;

23. as of the date hereof, and at the Time of Closing:

(a) PropertyCo is not indebted to the Sellers, whether by way of shareholder loan, unpaid, accrued or deferred compensation or otherwise;

(b) none of the Sellers nor any officer, director or employee of PropertyCo is indebted or under obligation to PropertyCo on any account whatsoever; and

(c) PropertyCo has not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any Person, firm or corporation of any kind whatsoever;

24. there are no material liabilities of PropertyCo whether direct, indirect, absolute, contingent or otherwise, which have not either been disclosed in writing to the Purchaser as of the date hereof or recorded in PropertyCo's Books and Records;

25. except as disclosed in this Agreement, since incorporation PropertyCo has not:

(a) declared, made or committed itself to make any payment of any dividends or any other distribution in respect of its shares or subdivided, consolidated or reclassified, or redeemed, purchased or otherwise acquired or agreed to acquire any of its shares;

(b) made any gift of money or of any of its Assets to any Person; or

(c) authorized, agreed or otherwise become committed to do any of the foregoing;

26. PropertyCo has no indebtedness, liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent or otherwise), except for those disclosed in writing to the Purchaser as of the date hereof, those recorded in the Books and Records, those incurred in the ordinary course of business, and those incurred in connection with the transactions contemplated by this Agreement;

27. PropertyCo has not taken, directly or indirectly any action which would cause PropertyCo to be in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (and the regulations promulgated thereunder), the *Corruption of Foreign Public Officials Act* (Canada) (and the regulations promulgated thereunder), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (and the regulations promulgated thereunder), or any Applicable Laws of similar effect of any other jurisdiction (collectively, the "**Anti-Corruption Laws**") and, to the knowledge of PropertyCo and the Sellers, no such action has been taken by any of its representatives. PropertyCo has conducted its businesses in compliance with Anti-Corruption Laws and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith;

28. except as provided in this Agreement, PropertyCo has not incurred any liability for brokers' or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;

29. the corporate records of PropertyCo are or will be on Closing complete and accurate in all material respects;

30. PropertyCo is not a reporting issuer under Securities Laws or any other provincial statute and there is no published market for any class of the shares of PropertyCo;

31. to the knowledge of PropertyCo and the Sellers, neither this Agreement or any other contract, agreement, instrument, certificate or other document required to be delivered by or otherwise to be delivered pursuant to this Agreement by PropertyCo nor any certificate, report, statement or other document furnished by PropertyCo in connection with the negotiation of this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading; and

32. there has been no event, transaction or information that has come to the attention of PropertyCo that has not been disclosed to the Purchaser in writing that could reasonably be expected to constitute or result in a Material Adverse Change in respect of PropertyCo.

SCHEDULE E
REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby severally represents and warrants to the Purchaser as of the date hereof and at the Time of Closing that:

1. such Seller is the registered and beneficial owner of the PropertyCo Shares set out immediately beside the Seller's name in Schedule A (the "**Owned Shares**"), free and clear of all Encumbrances;

2. such Seller has not incurred any liability for broker's or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated hereunder or thereunder;

3. such Seller has the right, power, capacity and authority to enter into this Agreement and to sell the Owned Shares as contemplated herein and this Agreement constitutes a legal, valid and binding obligation of such Seller;

4. except for the Purchaser's rights hereunder, to such Seller's knowledge, no person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase from such Seller any of the Owned Shares;

5. this Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement shall be at the Time of Closing, duly executed and delivered by such Seller;

6. no consent, approval, order or authorization of, or registration or declaration with, any Government Authority with jurisdiction over such Seller is required to be obtained by such Seller in connection with the execution and delivery of this Agreement or the completion of the transactions contemplated herein, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained by the Closing Date, would not prevent or materially delay the completion of the acquisition or otherwise prevent such Seller from performing its obligations under this Agreement;

7. the offer to purchase the Owned Shares was not made to such Seller when either such Seller or any beneficial purchaser for whom he is acting, if applicable, was in the United States;

8. such Seller is not a U.S. Person, is not in the United States and is not purchasing the applicable Purchaser Shares on behalf of a U.S. Person or a person in the United States;

9. at the time this Agreement was executed and delivered by such Seller and any beneficial purchaser for whom such Seller is acting, if applicable, were outside the United States;

10. such Seller or any beneficial purchaser for whom he is acting, if applicable, has no intention to distribute either directly or indirectly any of the Purchaser Shares in the United States, except in compliance with the U.S. Securities Act;

11. the current structure of this transaction and all transactions and activities contemplated in this Agreement is not a scheme to avoid the registration requirements of the U.S. Securities Act and applicable state securities laws;

12. to the knowledge of such Seller, neither this Agreement or any other contract, agreement, instrument, certificate or other document required to be delivered by or otherwise to be delivered pursuant to this Agreement by PropertyCo nor any certificate, report, statement or other document

furnished by PropertyCo in connection with the negotiation of this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading; and

13. there has been no event, transaction or information that has come to the attention of such Seller that has not been disclosed to the Purchaser in writing that could reasonably be expected to constitute or result in a Material Adverse Change in respect of PropertyCo.

SCHEDULE F
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Sellers as of the date hereof and at the Time of Closing that:

1. the Purchaser is a company duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia, and has the power and capacity to enter into this Agreement and to carry out its terms and has all necessary corporate power to conduct its business as such business is now being conducted;

2. the execution and delivery of this Agreement and all other related agreements or documents, and the completion of the transactions contemplated hereby, will by the Time of Closing have been duly and validly authorized by all necessary corporate acts on the part of the Purchaser, and this Agreement constitutes a legal, valid and binding obligation of the Purchaser;

3. neither the execution and delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any breach of any of the terms and provisions of, or constitute a default under, the constating documents, director or shareholder minutes of the Purchaser, or any agreement or instrument or statute or law to which the Purchaser is a party or by which any assets of the Purchaser are bound or any order, decree, statute, regulation, covenant or restriction applicable to the Purchaser; and

4. to the knowledge of the Purchaser, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of the Purchaser) pending or threatened by or against the Purchaser or affecting the Purchaser's assets at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign and the Purchaser is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success