BELLVIEW INVESTMENTS PTY. LTD.

- AND -

AURIC MINERALS CORP.

PROPERTY SALE AGREEMENT

SEPTEMBER 4, 2025

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PROPERTY SALE AGREEMENT

THIS AGREEMENT is dated effective September 4, 2025 (the "**Effective Date**")

BETWEEN:

BELLVIEW INVESTMENTS PTY. LTD., a company existing under the laws of the Republic of Singapore having its business address at 36 Robinson Road, #20-01 City House, Singapore, 068877

(the "**Seller**")

AND:

AURIC MINERALS CORP., a company existing under the laws of the Province of Ontario having its business address at 77 King Street West, TD North Tower, Suite 700, P.O. Box 118, Toronto, Ontario, M5K 1G8

(the "**Buyer**")

WHEREAS:

A. The Seller owns a 100% legal and beneficial interest in the Property (as defined herein); and

B. The Buyer wishes to acquire a 100% legal and beneficial interest in the Property (as defined herein), subject to the NSR Royalties (as defined herein), pursuant to the terms and conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by each of the parties hereto, the parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement, except as otherwise expressly provided or as the context otherwise requires:

"**Abandonment Date**" has the meaning given to it in Section 8.1.

"**Abandonment Property**" has the meaning given to it in Section 8.1.

"**Agreement**" means this Agreement, including the Schedule hereto, as amended or supplemented from time to time.

"**Business Day**" means a day that is not a Saturday, Sunday, public holiday or bank holiday in Toronto, Ontario.

"**Buyer**" has the meaning given to it in the preamble hereof.

"**Closing Date**" has the meaning given to it in Section 6.1.

"**Consideration Payment**" has the meaning given to it in Section 5.2.

"**Consideration Shares**" has the meaning given to it in Section 5.2.

"**Effective Date**" has the meaning given to it in the preamble hereof.

"**Encumbrance**" means any privilege, mortgage, hypothec, lien, charge, pledge, security interest, claim, or adverse claim.

"**Environmental Laws**" means all requirements of the common law, civil code, or of environmental, health or safety statutes of any agency, board or Governmental Entity including, but not limited to, those relating to noise; pollution or protection of the air, surface water, ground water or land; solid, gaseous or liquid waste generation, handling, treatment storage, disposal or transportation; exposure to hazardous or toxic substances; or the closure, decommissioning, dismantling or abandonment of any facilities, mines or workings and the reclamation or restoration of lands.

"**Governmental Entity**" means (i) any international, multinational, national, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision or authority of any of the above; (iii) any securities commission or stock exchange; and (iv) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

"**NSR Royalties**" means the 2.5% net smelter returns royalty to be paid to Cronin Exploration Inc. in respect of each claim group comprising the Property pursuant to royalty agreements entered into by the Seller.

"**Parties**" means the parties to this Agreement and "**Party**" means any one of them.

"**Property**" means the mineral claims located in Labrador and described in Schedule A hereto and the Property Rights, and all other mining interests derived from such claims, and shall include any renewals thereof and any form of successor or substitute titles thereto.

"**Property Interest**" means an undivided 100% right, title and interest in and to the Property, free and clear of all Encumbrances.

"**Property Rights**" means all licences, permits, easements, rights-of-way, certificates and other approvals obtained by the Seller and necessary for the development of the Property, or for the purpose of placing the Property into production or continuing production therefrom.

"**Seller**" has the meaning given to it in the preamble hereof.

1.2 The headings are for convenience only and are not intended as a guide to interpretation of this Agreement or any portion thereof.

1.3 The word "including", when following any general statement or term, 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.

1.4 In this Agreement, except as otherwise specified, all references to currency mean the currency of Canada.

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

1.6 A reference to an entity includes any successor to that entity.

1.7 Words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

1.8 A reference to "approval", "authorization" or "consent" means written approval, authorization or consent.

1.9 If any date on which an action is required to be taken hereunder by the Parties is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.10 The following schedule is attached to and forms part of this Agreement:

Schedule A – Description of the Property

2.0 <u>REPRESENTATIONS AND WARRANTIES OF THE SELLER</u>

2.1 The Seller hereby represents and warrants to the Buyer that:

(a) it is a valid and subsisting corporation duly incorporated under the laws of its jurisdiction of incorporation and has full corporate power and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate proceedings and obtained all necessary approvals in respect thereof and, upon execution and delivery of this Agreement by it, this Agreement will constitute a legal, valid and binding obligation of the Seller enforceable against it in accordance with its terms except that:

(i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally;

(ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court;

(iii) a court may stay proceedings before them by virtue of equitable or statutory powers; and

(iv) rights of indemnity and contribution hereunder may be limited under applicable law;

(b) the Seller is the beneficial owner of an 100% interest in the Property, free and clear of all Encumbrances, except for the NSR Royalties, and no other person, other than the Buyer has any right or interest to acquire any interest in the Property;

(c) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby conflict with, result in a breach of, or accelerate the performance required by any agreement to which it is a party;

(d) no consent or approval is required to permit the execution and delivery of this Agreement by it or the performance of their obligations hereunder;

(e) the mineral claims comprising the Property are valid, have been properly located and recorded, are in compliance with all applicable laws and are currently in good standing with all applicable Governmental Entities in the Province of Newfoundland and Labrador;

(f) the Seller is legally entitled to hold the Property and will remain so entitled until the Property Interest has been duly transferred to the Buyer as contemplated hereby;

(g) it has not received any notice, whether written or oral, from any Governmental Entity or any person with jurisdiction or applicable authority of any revocation or intention to revoke the Seller's interest in the Property;

(h) there is no adverse claim or challenge against or to the ownership of or title to the Property, nor to the knowledge of the Seller, after making due inquiry, is there any basis therefor, and there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof, and no person (other than the Seller pursuant to the NSR Royalties) has any royalty or other interest whatsoever in production from the Property; and

(i) there are no actions, suits, investigations or proceedings before any court, arbitrator, administrative agency or other tribunal or governmental authority, whether current, pending or threatened, which directly or indirectly relate to or affect the Property, or the interests of the Seller therein, nor is the Seller aware of any acts that would lead it to suspect that the same might be initiated or threatened, other than aboriginal land claims over the area on which the Property is located

2.2 The representations and warranties contained in Section 2.1 are provided for the exclusive benefit of the Buyer and its successors and assigns, and a breach of any one or more thereof may be waived by the Buyer or its successors and assigns in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty; and the representations and warranties contained in Section 2.1 will survive the execution hereof. The Seller shall indemnify and save harmless the Buyer from all losses, damages, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by it and contained in this Agreement.

3.0 REPRESENTATIONS AND WARRANTIES OF THE BUYER

3.1 The Buyer represents and warrants to the Seller that:

(a) the Buyer is a valid and subsisting corporation duly incorporated under the laws of the Province of Ontario and has full corporate power and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate proceedings and obtained all necessary approvals in respect thereof and, upon execution and delivery of this Agreement by it, this Agreement will constitute a legal, valid and binding obligation of the Buyer enforceable against it accordance with its terms except that:

(i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally;

(ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court;

(iii) a court may stay proceedings before them by virtue of equitable or statutory powers; and

(iv) rights of indemnity and contribution hereunder may be limited under applicable law;

(b) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby conflict with, result in a breach of, or accelerate the performance required by any agreement to which any the Buyer is a party;

(c) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby, result in a breach of the laws of any applicable jurisdiction or the constating documents of the Buyer;

(d) no consent or approval is required to permit the execution and delivery of this Agreement by the Buyer or the performance of its obligations hereunder;

(e) the Buyer is a reporting issuer in good standing in the Provinces of British Columbia and Ontario, its common shares are listed for trading on the Canadian Securities Exchange (the "**CSE**") and it is in material compliance with the policies of the CSE; and

(f) the Consideration Shares will, upon issuance in accordance with the terms of this Agreement, be duly and validly issued, fully paid and non-assessable.

3.2 The representations and warranties contained in Section 3.1 are provided for the exclusive benefit of the Seller and a breach of any one or more thereof may be waived by the Seller, in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty; and the representations and warranties contained in Section 3.1 will survive the execution hereof. The Buyer shall indemnify and save harmless the Seller from all losses, damages, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by them and contained in this Agreement.

4.0 COVENANTS OF THE SELLER

4.1 Forthwith upon execution of this Agreement by the Parties, the Seller will deliver to the Buyer copies of such technical and geological information pertaining to the Property in their possession or control as the Buyer may reasonably request.

4.2 During the duration of this Agreement, the Seller will:

(a) not perform any act or thing which would or might in any way adversely affect the rights of the Buyer hereunder to earn the Property Interest;

(b) promptly make available to the Buyer and its representatives all records and files in the possession of the Seller relating to the Property, and permit the Buyer and its representatives at its own expense to take abstracts there from and make copies thereof; and

(c) promptly provide the Buyer with any and all notices and correspondence from government agencies in respect of the Property.

5.0 SALE OF PROPERTY

5.1 The Seller agrees to sell the Property to the Buyer, and the Buyer agrees to buy the Property from the Seller, subject to the NSR Royalties.

5.2 As consideration for the Property, the Buyer will:

(a) issue 22,000,000 common shares of the Buyer (the "**Consideration Shares**"), as the common shares of the Buyer are presently constituted, to such parties as the Seller may direct, on the Closing Date;

(b) issue 8,000,000 warrants of the Buyer at a price of $0.35 to such parties as the Seller may direct, on the Closing Date, expiring 36 months from the Closing Date;

(c) make a $250,000 cash payment (the "**Consideration Payment**") to the Seller on or before the earlier of: (i) the date which is five (5) months following the Effective Date; and (ii) the date upon which the aggregate gross proceeds to the Buyer from equity financings completed by the Buyer following the Effective Date is at least $2,000,000; and

(d) assume all rights and obligations of the Seller in respect of the NSR Royalties.

5.3 The Considerations Shares will not be subject to restrictions on resale unless required by applicable securities laws or the policies of the CSE. The Buyer will not place any legends on any documentation evidence the Consideration Shares without the prior approval of the Seller. The issuance of the Consideration Shares is subject to the approval of the CSE.

5.4 The "area of interest" in respect of the Property will be the area comprising the Property and a 10km area outside the boundaries of the Property. If during a period of two years from the Effective Date, the Seller stakes or otherwise acquires, directly or indirectly, any right to or interest in any mining claim (the "**ROFR Claims**") located wholly or partly within the area of interest referred to above, the Seller must forthwith give notice to the Buyer of that staking or acquisition, the total staking cost thereof and all details in the possession of the Seller with respect to the details of the acquisition and the nature of the ROFR Claims, and the Buyer will have 15 days to indicate that they are exercising their right of first refusal to acquire such ROFR Claims for the Seller's cost of staking or acquisition, and make payment thereof. If the Buyer fails to elect and make payment within 15 days, the Seller shall be entitled to retain the ROFR Claims.

6.0 CLOSING DATE

6.1 Completion of the acquisition of the Property Interest is subject to the Buyer having received any required regulatory approvals. Following receipt of such approvals closing of the transaction, referred to herein as the "**Closing Date**" will occur on such date as may be mutually agreed between the Buyer and the Seller and in any case no later than September 31, 2025 (the "**Cut-Off Date**"). Should the Closing Date not occur by the Cut-Off Date, either party may terminate this Agreement on five (5) days written notice to the other party.

6.2 On the Closing Date, following delivery to the Seller of certificates or direct registration (DRS) statements evidencing the Consideration Shares and evidence of the assumption of the NSR Royalties, in a form acceptable to the Seller, the Property Interest will automatically vest in the Buyer free and clear of all Encumbrances, subject to the NSR Royalties.

7.0 TRANSFER OF TITLE AND INTEREST

7.1 The Seller shall remain the sole beneficial holder of the mineral claims comprising the Property as of the Effective Date until the Closing Date. Following the Closing Date, the Seller shall forthwith, and in any event within ten Business Days thereafter, complete the transfer of the Property Interest to the Buyer.

7.2 Prior to the Closing Date, the Seller shall not sell, transfer, encumber, mortgage, pledge, relinquish, abandon or dispose of all or any of its interest in the Property or this Agreement unless the Buyer has provided prior written consent to such transfer, nor shall the Seller do any act or thing which would or might in any way adversely affect the rights of the Buyer hereunder to earn the Property Interest.

8.0 ABANDONMENT

8.1 If the Buyer intends to allow to lapse, abandon or surrender any part of the Property (the "**Abandonment Property**"), the Buyer shall give notice of such intention to the Seller at least 90 days in advance of the applicable date of expiration or the proposed date of abandonment or surrender (one or the other, an "**Abandonment Date**") along with details of the Abandonment Date and of any Encumbrance on the Abandonment Property. Within 15 days of receipt of such notice, the Seller may deliver notice to the Buyer that the Seller desires the Buyer to convey the Abandonment Property to the Seller at no additional cost to the Seller and, if the Seller desires to have the Abandonment Property conveyed to it, then the Buyer shall promptly convey the Abandonment Property to the Seller ensuring that the mineral claims that comprise the Property remain in good standing for a period of two years from the Abandonment Date if the Abandonment Date occurs within eighteen months of the Closing Date, or for a period of one year from the Abandonment Date if the Abandonment Date occurs at any time thereafter, and the Buyer shall have no further obligations in respect of the Abandonment Property under this Agreement. The Seller and the Buyer shall use commercially reasonable efforts to obtain all approvals and consents required by any third person or Governmental Entity to effect this conveyance.

8.2 If the Seller does not request conveyance of the Abandonment Property within 15 days of receipt of the notice from the Buyer then the Seller's right to have such Abandonment Property conveyed will be terminated and the Buyer may abandon the Abandonment Property. The Abandonment Property shall thereafter cease to form part of the Property and shall thereafter no longer be subject to this Agreement and the Buyer shall have no further obligations in respect of the Abandonment Property under this Agreement.

9.0 NOTICES

9.1 Each notice, demand or other communication required or permitted to be given under this Agreement will be in writing and will be sent by prepaid registered mail or commercial courier addressed to any Party entitled to receive the same, or delivered to such Party, at the address for such Party specified or by facsimile or electronic mail, in each case addressed as applicable as follows:

(a) If to the Seller at:

Bellview Investments Pty. Ltd.
36 Robinson Road, #20-01 City House
Singapore, 068877

Attention: Samuel Hardy
Email: [redacted]

(b) If to the Buyer at:

Auric Minerals Corp.
77 King Street West, TD North Tower
Suite 700, P.O. Box 118
Toronto, Ontario, M5K 1G8, Canada

Attention: Christopher Huggins, Chief Executive Officer
Email: chris@greenwood.capital

or to such other address as is specified by the particular Party by notice to the others.

9.2 The date of receipt of such notice, demand or other communication will be the date of delivery thereof if delivered or the date of sending it by facsimile, or, if given by registered mail or courier as aforesaid, will be deemed conclusively to be the third day after the same will have been so mailed except in the case of interruption of postal services for any reason whatever, in which case the date of receipt will be the date on which the notice, demand or other communication is actually received by the addressee.

9.3 Any Party may at any time and from time to time notify the other Party in writing of a change of address and the new address to which notice will be given to it thereafter until further change.

10.0 GENERAL

10.1 This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any other agreement or arrangement, whether oral or written, express or implied or heretofore existing between the Parties in respect of the subject matter of this Agreement.

10.2 No consent or waiver expressed or implied by any Party in respect of any breach or default by another Party in the performance of such other of its obligations hereunder will be deemed or construed to be a consent to or a waiver of any other breach or default.

10.3 The Parties will promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance which may be reasonably necessary or advisable to carry out fully the intent of this Agreement or to record wherever appropriate the respective interests from time to time of the Parties in the Property.

10.4 This Agreement and any other writing delivered pursuant hereto may be executed in any number of counterparts with the same effect as if all parties to this Agreement or such other writing had signed the same document and all counterparts will be construed together and will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered is deemed to have been duly and validly delivered and be valid and effective for all purposes.

10.5 This Agreement will be governed and construed according to the laws of the Province of Ontario and the laws of Canada applicable therein, and the Parties hereby attorn to the jurisdiction of the courts of Ontario.

10.6 Time is of the essence in the performance of any and all of the obligations of the Parties, including, without limitation, the payment of monies.

10.7 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

[The remainder of this page is intentionally left blank.]

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

BELLVIEW INVESTMENTS PTY. LTD.

By: __________________________________

Name: Samuel Hardy
Title: Director

AURIC MINERALS CORP.

By: __________________________________

Name: Christopher Huggins
Title: Chief Executive Officer

SCHEDULE A

Description of the Property

Claim Group	Claim #	Number of Claims	Claim Block Size (Ha)	Staking Date	Registered Owner
English Lake					
	039198M	201	5,025.00	Sunday, March 30, 2025	Cronin Exploration Inc.
	039199M	94	2,350.00	Sunday, March 30, 2025	Cronin Exploration Inc.
Kan North					
	039200M	67	1,675.00	Sunday, March 30, 2025	Cronin Exploration Inc.
Kan Central					
	039201M	53	1,325.00	Sunday, March 30, 2025	Cronin Exploration Inc.
Kan South					
	039202M	41	1,025.00	Sunday, March 30, 2025	Cronin Exploration Inc.
Otter Lake West					
	039203M	226	5,650.00	Sunday, March 30, 2025	Cronin Exploration Inc.
Otter Lake East					
	039204M	59	1,475.00	Sunday, March 30, 2025	Cronin Exploration Inc.