

PURCHASE AGREEMENT
(Kimmerle Mineral Claims)

This Purchase Agreement (the “**Purchase Agreement**”) dated as of November 12, 2024 (the “**Effective Date**”) is by and between C2C Nuclear Inc., a Colorado corporation (“**C2C Nuclear**” or “**Purchaser**”) which is a wholly-owned subsidiary of Urano Energy Corp. (formerly C2C Metals Corp.), a British Columbia corporation (“**C2C**”) with an address at 1221-1771 Robson St., Vancouver BC, V6G 1C9, and Kimmerle Mining LLC, a Utah corporation, whose address is 2056 Simpatica Ct., Moab, UT 84532. (the “**Vendor**”).

- A. the Vendor is the registered and beneficial owner of mining claims located in Utah and Colorado, as described in Exhibit A (the “**Mineral Claims**”), and mining leases located in Utah, as described in Exhibit B (the “**State Leases**”).
- B. The Purchaser wishes to purchase from the Vendor, and the Vendor wishes to sell to the Purchaser the Mineral Claims and State Leases on the terms and conditions hereinafter set out.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties hereby mutually covenant and agree as follows:

AGREEMENT

ARTICLE 1

DEFINITIONS, INTERPRETATION

1.1 Definitions

For the purposes of this Purchase Agreement, except as otherwise expressly provided herein, the following terms have the following meanings:

“**Affiliate**” means any person, partnership, limited liability company, joint venture, corporation or other form of enterprise which directly or indirectly controls, is controlled by, or is under common control with, a Party. For purposes of the preceding sentence, “control” means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise;

“**Bulk Testing**” means the collection and removal of less than 5,000 tons of representative material from a zone on the Property for the sole purpose of assaying and testing the same to determine the quality, grade, continuity or mineability of a zone all in accordance with standard mining industry practice, and not for the purpose of commercial production as defined below

“**Business Day**” means a day which is not a Saturday, Sunday or a day observed as a statutory holiday in the State of Utah;

“**C2C Shares**” means common shares in the capital of C2C;

“Closing Date” shall have the meaning set out in Article 2.4;

“Effective Date” means the effective date of this Purchase Agreement as recited above;

“Encumbrance” means any mortgage, deed of trust, security interest, pledge, charge, lien, right of first refusal, right of first offer, other preferential right, conditional sale or title retention agreement;

“Environmental Laws” means Laws aimed at reclamation or restoration of the Property; abatement of pollution; protection of the environment; protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, storage or control of hazardous materials and substances; releases or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances as wastes into the environment, including ambient air, surface water and groundwater; and all other laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes;

“Environmental Liabilities” means any and all claims, actions, causes of action, damages, losses, liabilities, obligations, penalties, judgments, amounts paid in settlement, assessments, costs, disbursements, or expenses (including, attorneys’ fees and costs, experts’ fees and costs, and consultants’ fees and costs) of any kind or of any nature whatsoever that are asserted against either Party, by any person or entity other than the other Party, alleging liability (including, liability for studies, testing or investigatory costs, cleanup costs, response costs, removal costs, remediation costs, containment costs, restoration costs, corrective action costs, closure costs, reclamation costs, natural resource damages, property damages, business losses, personal injuries, penalties or fines) arising out of, based on or resulting from:

- (a) the presence, release, threatened release, discharge or emission into the environment of any hazardous materials or substances existing or arising on, beneath or above the Property and/or emanating or migrating and/or threatening to emanate or migrate from the Property to off-site Property;
- (b) physical disturbance of the environment; or
- (c) the violation or alleged violation of any Environmental Laws;

“Existing Data” means maps; geological, geochemical and geophysical reports and data; drill logs and other drilling data; core, pulps, reports, surveys, assays, analyses, production reports, operations, technical, accounting and financial records, permits, licenses and other material information developed in operations on the Property before the Effective Date;

“Exploration” means all activities directed toward ascertaining the existence, location, quantity, quality or commercial value of deposits of Products, including the erection of Facilities;

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“Facilities” means all mines and plants including, without limitation, all pits, shafts, haulage-ways and other underground workings, and all buildings, plants 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 the Property, or outside the Property if for the benefit of the Property;

“Governmental Authority” means any domestic or foreign national, regional, state, tribal, or local court, governmental department, commission, authority, central bank, board, bureau, agency, official, or other instrumentality exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of or pertaining to government;

“Governmental Fees” means all location fees, mining claim rental fees, mining claim maintenance payments, state permit and lease payments, recording or filing fees and other payments required by Law to be paid to any Governmental Authority to apply for, maintain, extend or renew any licenses, permits, unpatented mining claims, concessions, fee lands, mining leases, surface leases or other tenures included in the Property;

“Law” means all applicable federal, state, local, municipal, tribal and foreign laws (statutory or common), rules, ordinances, regulations, grants, concessions, franchises, licenses, orders, directives, judgments, decrees, and other governmental restrictions, including permits and other similar requirements, whether legislative, municipal, administrative or judicial in nature;

“Mineral Claims” means the unpatented mining claims described in Exhibit A;

“Operations” means exploration and mining activities that may be carried out by C2C Nuclear on the Property prior to the Closing Date, including but not limited to sampling, mapping, geochemistry, geophysics, drilling, bulk sampling, mining, and other exploration, pre-feasibility, and feasibility study, and mining work;

“Purchase Agreement” means this Purchase Agreement, including all amendments and modifications thereof, and all schedules and exhibits, which are incorporated herein by this reference;

“Purchaser” has the meaning set forth as recited above;

“Party” means each of the Vendor and Purchaser, and each of their respective successors and assigns;

“Permits” means any permits, licenses, authorizations, approvals and applications appurtenant or relating to the Property and held by the Vendor on the Effective Date;

“Permitted Encumbrance” means, with respect to the Property:

- (a) mechanic’s, materialmen’s or similar Encumbrances if payment of the secured obligation is not yet overdue or being contested in good faith by appropriate proceedings;
- (b) Encumbrances for Taxes, assessments, obligations under workers’ compensation or other social welfare legislation or other requirements, charges or levies of any

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Governmental Authority, in each case not yet overdue or being contested in good faith by appropriate proceedings;

- (c) easements, servitudes, rights-of-way and other rights, exceptions, reservations, conditions, limitations, covenants and other restrictions that will not materially interfere with, materially impair or materially impede operations on the Property or the value or use of the Property;
- (d) Encumbrances consisting of:
 - (i) rights reserved to or vested in any Governmental Authority to control or regulate the Property;
 - (ii) obligations or duties to any Governmental Authority with respect to any permits and the rights reserved or vested in any Governmental Authority to terminate any such permits or to condemn or expropriate any property, and
 - (iii) zoning or other land use or Environmental Laws of any Governmental Authority; and
- (e) The Royalty, as described in Exhibit E;

“**Person**” includes an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity or a governmental entity (or any department, agency, or political subdivision thereof);

“**Products**” means uranium (U3O8), vanadium (V2O5) and all other ores, minerals and mineral resources produced from, or sought to be produced from, the Property under this Purchase Agreement;

“**Property**” means the Mineral Claims and the State Leases; and

“**Royalty**” has the meaning set forth in Article 3;

“**Royalty Agreement**” means the agreement governing the Royalty in the form of Exhibit E hereto;

“**State Leases**” means the mining leases as described in Exhibit B;

“**Taxes**” means any United States federal, state, local or foreign income, profits, net profits, estimated, gross receipts, windfall profits, severance, franchise, capital gains, withholding, ad valorem, employment, occupation, production, social security, disability, wage, payroll, stamp, goods and services, real or personal property, intangible property or excise tax, any alternative or add-on minimum tax, and any other royalties, taxes, charges, fees, imposts, duties, levies, withholdings or other assessments imposed by any Governmental Authority,

together with any interest, fines, penalties or additions to tax, but excluding any Governmental Fees).

1.2 Interpretation

- (a) **Number and Gender.** Words importing the singular number shall include the plural and vice versa; words importing gender (or lack thereof) shall include all genders or lack thereof interchangeably; and words importing persons shall include corporations and other business enterprises and vice versa.
- (b) **Currency.** Unless otherwise expressly stated, all references to currency in this Purchase Agreement are references to lawful currency of the United States of America.
- (c) **Headings.** The use of headings in this Purchase Agreement and the schedules hereto are solely for ease of reference and shall not affect the interpretation or construction of any portion hereof.
- (d) **References.** Unless otherwise stated a reference to an Article, Section or other organizational division shall refer to their respective Article, Section or other organizational division of this Purchase Agreement.

ARTICLE 2 PURCHASE, RIGHTS, PAYMENTS

2.1 Sale of Property

The Vendor hereby sells, assigns and transfers to C2C Nuclear its right, title and interest in and to the Property, free and clear of all Encumbrances except Permitted Encumbrances, and the Purchaser hereby purchase all of the Vendor's right, title and Interest in and to the Property, subject to the terms of this Purchase Agreement and in consideration for a cash payment of \$5,225,000 and C2C Shares having a value of \$4,200,000, as further described in Article 2.2 below and secured by a promissory note in the form attached hereto as Exhibit H (the "**Promissory Note**"), and further the Vendor hereby confirms it has delivered to C2C Nuclear the Existing Data.

2.2 Payments

Upon the Effective Date, C2C Nuclear will deliver to the Vendor the Promissory Note which C2C Nuclear will prepay according to the following schedule (the "**Payments**"):

- (a) upon delivery to C2C Nuclear of those documents described in Article 2.5 below, a cash payment of \$675,000, of which \$65,000 shall be reimbursement of claim fees paid by the Vendor, and the delivery to the Vendor of C2C shares having a value of \$700,000 calculated in accordance with this section;

- (b) on or before the first anniversary of the Effective Date, a cash payment of \$910,000 and C2C Shares equal to \$700,000;
- (c) on or before the second anniversary of the Effective Date, a cash payment of \$910,000 and C2C Shares equal to \$700,000;
- (d) on or before the third anniversary of the Effective Date, a cash payment of \$910,000 and C2C Shares equal to \$700,000; and
- (e) on or before the fourth anniversary of the Effective Date, a cash payment of \$910,000 and C2C Shares equal to \$700,000;
- (f) on or before the fifth anniversary of the Effective Date, a cash payment of \$910,000 and C2C Shares equal to \$700,000;

For the purposes of this Article 2.2, the value of C2C Shares will be equal to the 15 day VWAP as at the relevant date in sections (a) through (f) and C2C Shares will be delivered 5 business days from each such date. Failure to make the Payments set forth in this Article 2.2 in a timely manner shall constitute a default, and may, subject to the provisions of Article 5.1 requiring a notice of default from the Vendor, cause the Purchase Agreement to terminate. C2C Shares may be issued to Kyle Kimmerle and/or David Kimmerle on behalf of the Vendor and all registered holders, at the written direction of the Vendor prior to the issuance of such C2C Shares.

2.3 Indemnity

Vendor acknowledges it will receive payment on behalf of itself and all recorded claim holders of the Property, and hereby agrees to indemnify, defend and hold harmless C2C from any and all costs, liabilities, losses, damages, expenses, liens or claims brought by recorded claim holders arising out of or relating in any way to this Purchase Agreement.

2.4 Term and Closing

Upon the delivery of the Promissory Note by C2C Nuclear to the Vendor, and delivery of the quit claim deed and any other documents deliverable under Article 2.5 by the Vendor to C2C Nuclear, the purchase and sale shall be deemed to be completed (the “**Closing**”). The term of the Purchase Agreement shall be from the date hereof to such date as the Promissory Note is no longer outstanding or the termination of this Purchase Agreement, whichever comes first (the “**Term**”).

2.5 Delivery

Within five (5) days of the date of the Effective Date, the Vendor will deliver to C2C Nuclear:

- (a) a quitclaim deed conveying to the Purchaser the Mineral Claims as described in Exhibit C, duly notarized and appropriately filed with the Bureau of Land Management, or as the parties may otherwise agree;

- (b) an assignment agreement conveying to the Purchaser the State Leases as described in Exhibit D;
- (c) all required documents to transfer and sell the Vendor's right, title and interest in and to the Property to the C2C Nuclear; and
- (d) such other customary instruments of transfer, assumption, filings or documents, as may be required to give effect to this Purchase Agreement.

2.6 Additional Payment on PEA

If, during the Term, the Vendor obtains a Preliminary Economic Assessment and corresponding technical report, as each are defined by National Instrument 43-101 ("NI 43-101") on the Property, C2C Nuclear will pay the Vendor a cash bonus of \$150,000.

ARTICLE 3 COMPLETION OF PURCHASE

3.1 Royalty

Upon Closing, C2C Nuclear shall grant to the Vendor (i) a one percent (1.00%) gross royalty in respect of all uranium U3O8 produced from the Mineral Claims other than from State Leases and (ii) a net smelter returns royalty equal to ten percent (10%), on all vanadium V2O5, less any amount payable pursuant to royalties existing as at the date hereof, produced from the Property (the "**Royalty**"), and deliver to the Vendor a fully executed Royalty Agreement, in substantially the form attached hereto as Exhibit E.

3.2 Appointment of Director

Upon Closing, C2C will appoint Kyle Kimmerle, or such other nominee of the Vendor's choosing as may be acceptable to C2C, to the board of C2C (the "**Board Appointee**"). The Board Appointee will be entitled to receive stock options in the capital of C2C on similar terms to any stock options granted to other directors of C2C, and subject to the terms of any stock option plan in place at the time of grant.

ARTICLE 4 ROYALTY REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Vendor's Representations, Warranties and Covenants

The Vendor represents, warrants and covenants to C2C Nuclear that:

- (a) the Vendor is a company duly and validly subsisting under the laws of Utah and that all necessary approvals of its directors, officers and shareholders, and any further approvals that may be required in connection therewith, have been obtained or will have been obtained on or prior to the Effective Date to authorize the entering into and delivery of this Purchase Agreement and the taking of all actions required pursuant hereto by the Vendor;

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- (b) the Vendor is the legal, registered and beneficial holder of a 100% interest in the Property and has all the rights, free and clear of any and all defects, charges, liens and encumbrances, except for the Permitted Encumbrances, and there are no encumbrances under parts (a) and (b) of the definition of Permitted Encumbrances in Article 1.1;
- (c) no other person has any agreement or other right to acquire any interest in the Property;
- (d) the Vendor has complied in all material respects with all Laws (including Environmental Laws) in conducting any operations on the Property before the Effective Date and there are no existing Environmental Liabilities;
- (e) the Vendor has not received any inquiry or notice from any Governmental Authority of a pending investigation or alleging the violation of any Laws including Environmental Laws;
- (f) to the knowledge of the Vendor, here is no condition on the Property, nor has the Vendor or, any person acting at the direction of the Vendor conducted any activities on or in connection with the Property, that could reasonably be expected to result in any Environmental Liabilities or other types of enforcement proceeding, or any recovery by any Governmental Authority or private party of remedial, reclamation or removal costs, natural resources damages, property damages, damages for personal injuries or other costs, expenses, damages or injunctive relief arising from any alleged injury or threat to health, safety or the environment;
- (g) it has all material permits, authorizations, licenses, registrations and certificates necessary to carry on its business as currently conducted and as contemplated by this Purchase Agreement;
- (h) no consent or approval of any third party or Governmental Authority is required for the execution, delivery or performance by the Vendor of this Purchase Agreement;
- (i) the Vendor has delivered to C2C Nuclear all Existing Data in its possession or control;
- (j) the Vendor confirms that all recipients of C2C Shares pursuant to this Agreement (legal or beneficial) are accredited investors as that term is defined in Rule 501(a) of Regulation D (“**Regulation D**”) as promulgated by the United States Securities and Exchange Commission under the 1933 Act (the “**1933 Act**”), and hereby acknowledges that the C2C Shares issued pursuant to this Agreement will be issued as restricted securities pursuant Rule 144 under the 1933 Act;
- (k) the Vendor acknowledges that the issuance of the C2C Shares pursuant to this Agreement will be made pursuant to an exemption from the requirement that C2C prepare and file a prospectus under applicable Canadian securities laws, and as a

result the C2C Shares will be subject to a hold period of four months and one day commencing on the date they are issued pursuant to applicable Canadian securities laws.

4.2 C2C Nuclear's Representations, Warranties and Covenants

The C2C Nuclear represents, warrants and covenants to the Vendor that:

- (a) The Purchaser is a company duly and validly subsisting under the laws of Colorado and that all necessary approvals have been obtained or will have been obtained on or prior to the Effective Date to authorize the entering into and delivery of this Purchase Agreement and the taking of all actions required pursuant hereto by C2C Nuclear;
- (b) Subject to Article 5.5, during the Term C2C Nuclear will make all expenditures and perform all activities required to keep the Property in good standing under the Law, including without limitation, the obligation to pay all amounts required to keep the Property in good standing during the Term and thereafter pursuant to Article 5.5 and in connection therewith, provide to the Vendor evidence of the payment of all Governmental Fees required to be paid on or before fifteen (15) days prior to the deadline for payment of such fees, failing which the Vendor shall have the right to make such payment and Purchaser shall thereafter reimburse the Vendor for such payment together with interest at ten percent (10%) per annum, commencing on the date paid by the Vendor, compounding and calculated daily until paid;
- (c) During the Term, C2C Nuclear will keep the Property free and clear of all Encumbrances other than Permitted Encumbrances and proceed with all reasonable diligence to contest or discharge any lien that is filed;
- (d) During the Term, C2C Nuclear will permit the Vendor and its representatives, at their own risk and expense, upon five (5) days' notice access to the Property, provided that in exercising such right the Vendor will not unreasonably interfere with the activities of C2C Nuclear and that the Vendor will indemnify and save harmless C2C Nuclear and its directors, officers, employees and agents from and against all and any losses, damages, expenses, claims, suits, actions and demands of any kind or nature whatsoever in any way referable to or arising out of the entry, presence or activities of the Vendor or its representatives in connection with the Vendor's access to the Property and the records of C2C Nuclear under this Article 4.2, including, without limitation, bodily injuries or death or damage to property at any time resulting therefrom;
- (e) Prepare and deliver to the Vendor exploration reports on an annual basis on the written request of the Vendor within sixty (60) days of each anniversary of Effective Date, which reports shall include results obtained during the period, and any environmental and social reports covering the Property, accompanied by

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copies of all data, reports with respect to the Property not already provided to the Vendor;

- (f) Conduct Operations (including sampling, mapping, geochemistry, geophysics, drilling and other exploration, pre-feasibility and feasibility study work), if any, in accordance with sound mineral exploration industry standards, and all Laws, and the terms and conditions of the instruments giving rise to the Property and any permits, consents or authorizations obtained, granted or issued with respect to activities on or with respect to the Property;
- (g) Pay, when due and payable, all wages or salaries for services rendered for the benefit of the Property and all accounts for materials supplied on or in respect of any work or operations performed in connection therewith, unless C2C Nuclear disputes any such fees or accounts in good faith and takes commercially reasonable steps to resolve such disputes as expeditiously as possible;
- (h) Obtain and maintain, and cause any contractor engaged by it hereunder to obtain and maintain, during any period in which active work is carried out hereunder, insurance coverage as specified in Exhibit F hereto; and
- (i) During the Term, make all payments and perform all activities required to keep the Property in good standing.

ARTICLE 5
DEFAULT AND TERMINATION

5.1 Termination by Vendor

If C2C Nuclear shall fail to make any Payments required under Article 2.2, when due, or fail to perform any term of this Purchase Agreement, such failure shall constitute default and the Vendor shall have the right to declare a default and, in addition to any other remedies available at law or, in equity, and under this Purchase Agreement, terminate this Purchase Agreement by providing written notice of such default to C2C Nuclear. C2C Nuclear shall have the right to cure the default up to thirty (30) days from the date of receipt of such notice, or to commence bona fide efforts to cure the default if it is incapable of being cured within such 30 days. Upon termination, all Payments paid by C2C Nuclear under Article 2.2 will be retained by the Vendor.

5.2 Termination by C2C Nuclear

C2C Nuclear shall be entitled to terminate this Purchase Agreement, subject to Article 5.5 without further liability at any time by giving thirty (30) days' written notice of termination to the Vendor. Upon termination of this Purchase Agreement, C2C Nuclear shall not be bound thereafter in debt, damages or otherwise under this Purchase Agreement, save and except as provided for in Article 5.5, and all Payments paid by C2C Nuclear shall be retained by the Vendor.

5.3 Specific Performance

The parties acknowledge that any breach of the terms of this Purchase Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy. Accordingly, the parties agree that, in addition to any other remedies permitted under this Purchase Agreement, the parties shall be entitled to enforce the terms of this Purchase Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy. Specific performance shall include, but is not limited to the Purchaser's responsibilities under 5.5 to complete reclamation work.

5.4 Effect of Termination

Upon Termination under Articles 5.1 or 5.2, C2C Nuclear will and will be deemed to transfer and assign all interest, right and title in and to the Property to the Vendor, upon which the Promissory Note and Royalty Agreement will be deemed null and void with no amount owed or payable thereunder to the Vendor by the Purchaser.

5.5 C2C Nuclear's Responsibilities on Termination

Upon termination of this Purchase Agreement, C2C Nuclear shall:

- (a) Deliver to the Vendor a quitclaim deed or such other documents and take such actions as are reasonably necessary to transfer all right, title and interest in the Property from the Purchaser to the Vendor;
- (b) if Governmental Fees will become due with respect to the Property (on any portion of the Property to be retained by the Vendor) at any time within 60 days or less from the date of termination or the date of transfer, pay to the Vendor the amount of such Governmental Fees;
- (c) surrender possession of the Property free and clear of all Encumbrances, other than the Permitted Encumbrances; and in a safe and orderly condition;
 - (i) in compliance with all reclamation obligations arising as a result of C2C Nuclear's Exploration activities which shall be completed by C2C Nuclear on the Property, if the same have not been completed at the time of Termination (collectively the "**Purchaser Work**");
 - (ii) deliver to the Vendor, within 90 days of termination, all Existing Data in possession of C2C Nuclear with respect to Purchaser Work on the Property not previously delivered to the Vendor; and
 - (iii) execute such documents as may be necessary to transfer to the Vendor any currently active permits.

ARTICLE 6
FORCE MAJEURE

6.1 Force Majeure

- (a) No Party will be liable for its failure to perform any of its obligations under this Agreement (other than the making of payments or deliveries to the other Party, including claim fees or deliveries) due to a cause beyond its control (each a “**Force Majeure Event**”) (except those caused by its own lack of funds) including, but not limited to adverse weather conditions, pandemics, environmental, or native land claims protests or blockages, war, insurrection or other acts against a lawfully appointed or elected governing body, acts of God, fire, flood, earthquake, explosion, strikes, lockouts or other industrial disturbances, laws, rules and regulations or orders of any duly constituted governmental authority.
- (b) A Party relying on the provisions of Article 6.1(a) shall promptly give written notice to the others of the particulars of the Force Majeure Event and all time limits imposed by this Agreement will be extended from the date of delivery of such notice by a period equivalent to the period of delay resulting from a Force Majeure Event; and
- (c) A Party relying on the provisions of Article 6.1(a) shall take all reasonable steps to eliminate any Force Majeure Event and, if possible, will perform its obligations under this Agreement as far as commercially practical, but nothing herein will require such Party to settle or adjust any labor dispute or to question or to test the validity of any law, rule, regulation or order of any duly constituted governmental authority or to complete its obligations under this Agreement, if a Force Majeure Event renders completion commercially impracticable. A Party relying on the provisions of Article 6.1(a) shall give written notice to the others as soon as such Force Majeure Event ceases to exist.

ARTICLE 7
CONFIDENTIALITY

7.1 Obligation of Confidentiality.

- (a) Subject to Article 7.1(b) all information concerning the Property received or obtained by either party hereunder pursuant hereto shall be kept confidential by it and no part thereof may be disclosed or published without the prior written consent of the other except such information as may be required to be disclosed or published by Law or by regulation of any securities commission, stock exchange or other regulatory body having jurisdiction.
- (b) Either Party may disclose information to the following persons so long as such persons have agreed in writing to hold such confidential information in confidence:

- (i) an Affiliate of the Party;
 - (ii) employees, officers and agents of the Party or its Affiliates whose duties require such disclosure;
 - (iii) genuine potential Purchasers or assignees in accordance with Article 8;
 - (iv) bank or financial institutions or their respective representatives in connection with any loan or other financial instrument;
 - (v) professional advisors or consultants of the Party who requires the information for the purposes of providing their services to the Party; and
 - (vi) registered brokers or persons preparing an offering memorandum, prospectus or other document in connection with a financing or issuance of securities of the disclosing Party.
- (c) Confidential information shall not include the following:
- (i) information that, at the time of disclosure, is in the public domain;
 - (ii) reports provided to the Vendor in accordance with Article 4.2(e)
 - (iii) information that, after disclosure, is published or otherwise becomes part of the public domain through no fault of the disclosing Party;
 - (iv) information that the disclosing Party can show already was in the possession of the recipient at the time of disclosure; or
 - (v) information that the disclosing Party can show was received by it after the time of disclosure, from a third party who was under no obligation of confidence to the disclosing Party at the time of disclosure.

C2C Nuclear but not the Vendor, shall have a continuing obligation following Termination of this Purchase Agreement, pursuant to this Article 7.1.

7.2 Press Releases.

Subject to the requirements of applicable laws, any news release of either Party hereto relating to the Property or to this Purchase Agreement will be provided to the other Party prior to publication and the other Party shall have the right to make suggestions for changes therein within twenty-four hours of delivery of the draft news release. If no response is received within twenty-four hours, the Party shall be free to make such release or public statement. Notwithstanding the above, each of the Parties authorizes the other Party to use its stock symbol in any news release related to this Purchase Agreement or the Property.

ARTICLE 8
RESTRICTIONS ON ASSIGNMENT

8.1 No Transfers Without Consent

(a) Subject to Article 8.3, a Party (the “**Transferring Party**”) shall sell, transfer, convey, assign, mortgage or grant an option in respect of or grant a right to purchase or in any manner transfer or alienate all or any portion of its interest or rights under this Purchase Agreement (the “**Transfer**”) with the prior consent in writing of the other Party (the “**Non-Transferring Party**”). A Transferring Party must provide the Non-Transferring Party notice in writing (a “**Transfer Notice**”) of its intention to Transfer. If the Non-Transferring Party does not, within 10 days of receiving the Transfer Notice, provide notice in writing to the Transferring Party that it is consenting or withholding its consent to the Transfer, the consent of the Non-Transferring Party shall be deemed. The Non-Transferring Party shall not unreasonably withhold or delay its consent to the proposed Transfer.

8.2 Assumption of Obligations by Transferee

Where the Non-Transferring Party has provided its consent to a Transfer by the Transferring Party, or it is deemed to have provided its consent to a Transfer by the Transferring Party in accordance with Article 8.1(a) or in the circumstances where consent is not required, before the Transferring Party can complete the Transfer, the Transferring Party shall require the proposed acquirer to assume all of the Transferring Party’s obligations under this Purchase Agreement, (including the Royalty Agreement if the Purchaser is the Transferring Party).

8.3 Exceptions to Restriction on Assignment

- (a) The provisions of Articles 8.1 and 8.2 shall not prevent the Vendor from selling or transferring all or any portion of the Royalty in accordance with the terms of the Royalty Agreement.
- (b) The provisions of Article 8.1 shall not prevent a Party from:
 - (i) entering into an amalgamation or corporate reorganization which will have the effect in law of the amalgamated or surviving company possessing all the property, rights and interests and being subject to all the debts, liabilities and obligations of each amalgamating or predecessor company, or
 - (ii) completing a Transfer to an Affiliate of such Party provided that the Affiliate first complies with Article 8.2 and agrees in writing with the other Party to re-transfer such interest to the originally assigning Party immediately before ceasing to be an Affiliate of such Party, and in the case of Purchaser completing a Transfer to an Affiliate, Purchaser remains bound by its obligations under this Purchase Agreement.

ARTICLE 9
GOVERNING LAW; ARBITRATION

9.1 Governing Law

All disputes arising from this Purchase Agreement, or any attachment hereto, shall be governed by and construed in accordance with the laws of the State of Utah and the federal Laws of the United States applicable therein without reference to conflicts of laws, and the Vendor and C2C Nuclear, each hereby irrevocably attorn to the exclusive jurisdiction of the courts of Utah for the sole purpose of confirming or vacating an arbitration award rendered pursuant to Article 9.2 seeking injunctive relief under Article 9.2 or seeking specific performance under Article 5.3 and waive any objection that such Party might otherwise be entitled to assert to the jurisdiction of such courts and agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION AT LAW OR IN EQUITY OR IN ANY OTHER PROCEEDING BASED ON OR PERTAINING TO THIS PURCHASE AGREEMENT.

9.2 Arbitration

- (a) Procedure. Any controversy or claim, whether based on contract, tort, statute or other legal or equitable theory (including, but not limited to, any claim of fraud, misrepresentation or fraudulent inducement or any question of validity or effect of this Purchase Agreement, including this clause) arising out of or related to this Purchase Agreement (including amendments or extensions), or the breach or termination of this Agreement shall be first submitted to a mutually-agreed neutral third party for non-binding mediation. If mediation is not successful, then such controversy or claim shall be settled by arbitration in accordance with the then current CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration of Business Disputes or, if such entity is unable or unwilling to settle such controversy or claim, the Rules of the American Arbitration Association for Commercial Arbitration (the applicable entity, the "Institute"), and this provision. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. Articles 1 through 16 to the exclusion of any provision of state law inconsistent therewith or which would produce a different result, and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction.
- (b) Location. The arbitration shall be held in Salt Lake City, Utah, and there shall be three arbitrators. Each Party shall select a Party arbitrator and the Party arbitrators shall select a third, neutral arbitrator. The arbitrators shall be chosen subject to the rules and procedures as provided by the Institute and shall have a minimum of ten (10) years' experience in mining matters generally and in the subject matter of the dispute specifically. The arbitrators shall have no financial interest in the outcome of the dispute. The arbitrators shall determine the claims of the Parties and render a final award in accordance with the substantive law of the State of Utah, excluding the conflicts provisions of such law. The arbitrators shall set forth the reasons for the award in writing. Except as required by law (and then only after prior notice to the other Party), no Party shall disclose the

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facts of the underlying dispute or the contents or results of the arbitration without the prior consent of all Parties. The decision of the arbitrators shall be by a majority of the arbitrators and shall be final and binding on all Parties and shall be enforceable in any court of competent jurisdiction and as otherwise required by this Purchase Agreement.

- (c) Limitation. Any claim or right of action by either Party shall be time-barred if the asserting Party provides written notice of such claim or right of action later than the last day of the period of survival of the representation, warranty, covenant or indemnification obligation giving rise to such claim or right of action. All periods of survival and statutes of limitation and defenses based upon passage of time applicable to any claim or right of action (including any counterclaim or claim of setoff) shall be tolled while the arbitration is pending.
- (d) Inurement. The obligation to arbitrate any claim shall extend to the successors, assigns and third-party beneficiaries of the Parties.
- (e) Discovery. The arbitrators shall order the Parties to promptly exchange copies of all exhibits and witness lists, and, if requested by a Party, to produce other relevant documents, to answer up to ten interrogatories (including subparts), to respond to up to ten requests for admissions (which shall be deemed admitted if not denied) and to produce for deposition and, if requested, at the hearing all witnesses that such Party has listed and up to four other persons within such Party's control. Any additional discovery shall only occur by agreement of the Parties or as ordered by the arbitrators upon a finding of good cause.
- (f) Costs. Each Party shall bear its own costs, expenses and attorneys and Party arbitrator fees; and one-half of the neutral arbitrator's fees, provided that if court proceedings to stay litigation or compel arbitration are necessary, the Party who unsuccessfully opposes such proceedings shall pay all reasonable associated costs, expenses, and attorney's fees in connection with such court proceedings.
- (g) Authority. The arbitrators shall not have the power to grant temporary or permanent injunctive or other equitable relief. A Party may, notwithstanding any other provision of this Agreement, seek injunctive relief from any court of competent jurisdiction or as otherwise required by this Purchase Agreement.
- (h) Enforceability. If any part of this arbitration provision is held to be unenforceable, it shall be severed and shall not affect either the duty to arbitrate or any other part of this provision.
- (i) Exclusive Adjudicatory Process. Except as otherwise provided in this Purchase Agreement, the arbitration procedures set forth in this Article 9.2 shall be the sole adjudicatory process of the Parties in the event of a claim or controversy arising under this Purchase Agreement.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Notices

Any notice, required to be given under this Purchase Agreement shall be deemed to be well and sufficiently given if delivered or if mailed by registered mail in Canada or the United States of America (save and except during the period of any interruption in the normal postal service within Canada or the United States of America) or sent by facsimile or email, at the addresses set forth below:

To the Vendor:

Kimmerle Mining LLC
2056 Simpatica Ct.
Moab, UT 84532
Attention: Kyle Kimmerle
Email: [REDACTED]

To C2C Nuclear:

C2C Nuclear Inc.
Suite 1221-1771 Robson St.
Vancouver B.C. Canada V6G 1C9
Attention: William Sheriff
Email: [REDACTED]

Any notice, direction or other communication will, if delivered, be deemed to have been given and received on the day it was delivered, and if mailed, be deemed to have been given and received on the next business day of actual receipt, except in the event of disruption of the postal services in which event notice will be deemed to be received only when actually received, and if sent by facsimile or other form of telecommunication, will be deemed to have been given or received on the next business day following the date on which it was so sent.

Any party may at any time give to the other party notice in writing of any change of address of the party giving such notice and from and after the giving of such notice, the address or addresses therein specified will be deemed to be the address of such party for the purpose of giving notice under this Purchase Agreement.

10.2 Further Assurances

Each party hereto agrees to execute and deliver, or cause to be executed and delivered, such further instruments and assurances, and to do such further acts and things, as may be necessary or desirable to give effect to this Purchase Agreement, including but not limited to such as may be required for registering or recording changes in the ownership interests in the Property.

10.3 Headings

The headings to the respective sections in this Agreement will not be deemed part of this Agreement but will be regarded as having been used for convenience only.

10.4 Severability

If any one or more of the provisions or stages contained in this Purchase Agreement is declared invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained in this Purchase Agreement will not in any way be affected or impaired thereby.

10.5 Memorandum

Contemporaneously herewith the Vendor and C2C Nuclear have executed and delivered a memorandum of this Purchase Agreement in the form of Exhibit G (“**Memorandum**”). C2C Nuclear may record the Memorandum as it may elect.

10.6 Perpetuities

The parties do not intend that there shall be any violation of the Rule Against Perpetuities, the Rule Against Unreasonable Restraints on the Alienation of Property, or any similar rule. If any right or option to acquire any interest in any real properties exists in this Purchase Agreement, such right or option must be exercised, if at all, so as to vest such interest within time periods permitted by applicable rules. If, however, any such violation should inadvertently occur, the parties hereby agree that a court or arbitrator shall reform that provision in such a way as to approximate most closely the intent of the parties within the limits permissible under such rules.

10.7 Expenses

Each of the Vendor and C2C Nuclear shall be responsible for payment of its own expenses in connection with the transactions contemplated herein, including legal, accounting environmental and other professional fees and expenses incurred during the due diligence review.

10.8 Entire Agreement

This Purchase Agreement sets forth the entire agreement between the parties, and any persons who have in the past or who are now representing either of the parties, with respect to the subject matter hereof and supersedes all prior communications, understandings and agreements between the parties or any of them with respect to the subject matter hereof.

10.9 Inurement

This Purchase Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

10.10 Counterpart

The parties may execute this Purchase Agreement in counterparts and deliver same by facsimile or e-mail, each facsimile or e-mail being deemed to be an original and such counterparts, if any, being deemed to form one and the same instrument bearing the date set forth above notwithstanding the date of actual execution.


10.11 Time of Essence

Time shall be of the essence of this Purchase Agreement.

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

KIMMERLE MINING LLC

C2C NUCLEAR INC.

By: 

Kyle Kimmerle, Managing Member

By: _____
William Sheriff, Director

C2C METALS CORP.

By: _____
William Sheriff, Director

10.10 Counterpart

The parties may execute this Purchase Agreement in counterparts and deliver same by facsimile or e-mail, each facsimile or e-mail being deemed to be an original and such counterparts, if any, being deemed to form one and the same instrument bearing the date set forth above notwithstanding the date of actual execution.

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Time shall be of the essence of this Purchase Agreement.

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

KIMMERLE MINING LLC

C2C NUCLEAR INC.

By: _____
Kyle Kimmerle, Managing Member

Signed by:
By: [Redacted Signature] _____
William Sheff, Director

~~C2C METALS CORP.~~
URANO ENERGY CORP.

Signed by:
By: [Redacted Signature] _____
William Sheff, Director

Execution Version

EXHIBIT A

MINERAL CLAIMS

[Attached]

Date and Time Run:
10/8/2024 5:36:36 AM

Page 1 of 1

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

MINING CLAIMS

MINING CLAIM CUSTOMER
INFORMATION

Admin State: UT
Geo State: UT
Claimant: KIMMERLE MINING LLC
Street: 2056 SIMPATICA CT
City: MOAB

CLAIMANT

Serial Number	Lead File Number	Legacy Serial Number	Legacy Lead File Number	Claim Name	County	Case Disposition	Claim Type	Date Of Location	Meridian Township Range Section	Quadrant
UT101314363	UT101314363	UMC374345	UMC374250	BM # 96	EMERY	ACTIVE	LODE CLAIM	1/9/2005	26 02105 0140E 022	NW SW
UT101314364	UT101314364	UMC374346	UMC374250	BM # 97	EMERY	ACTIVE	LODE CLAIM	1/9/2005	26 02105 0140E 022	NE SE
UT101314365	UT101314365	UMC374347	UMC374250	BM # 98	EMERY	ACTIVE	LODE CLAIM	1/9/2005	26 02105 0140E 022	NE SE
UT101314366	UT101314366	UMC374348	UMC374250	BM # 99	EMERY	ACTIVE	LODE CLAIM	1/9/2005	26 02105 0140E 022	NE SE
UT101314367	UT101314367	UMC374349	UMC374250	BM # 100	EMERY	ACTIVE	LODE CLAIM	1/9/2005	26 02105 0140E 022	NE SE
UT101315559	UT101315559	UMC374357	UMC374250	BM # 113	EMERY	ACTIVE	LODE CLAIM	1/9/2005	26 02105 0140E 022	SW
UT101315560	UT101315560	UMC374358	UMC374250	BM # 114	EMERY	ACTIVE	LODE CLAIM	1/9/2005	26 02105 0140E 022	SE
UT101315561	UT101315561	UMC374359	UMC374250	BM # 115	EMERY	ACTIVE	LODE CLAIM	1/9/2005	26 02105 0140E 022	SE
UT101315562	UT101315562	UMC374360	UMC374250	BM # 116	EMERY	ACTIVE	LODE CLAIM	1/9/2005	26 02105 0140E 022	SE
UT101316764	UT101316764	UMC374389	UMC374250	BM # 145	EMERY	ACTIVE	LODE CLAIM	1/11/2005	26 02105 0140E 022	NE
UT101515973	UT101515973	UMC375542	UMC375542	8 BALL # 1	EMERY	ACTIVE	LODE CLAIM	1/23/2005	26 02105 0140E 027	NW SW
UT101515974	UT101515974	UMC375543	UMC375542	8 BALL # 2	EMERY	ACTIVE	LODE CLAIM	1/23/2005	26 02105 0140E 027	NW SW
UT101515975	UT101515975	UMC375544	UMC375542	8 BALL # 3	EMERY	ACTIVE	LODE CLAIM	1/23/2005	26 02105 0140E 027	NW SW
UT101515976	UT101515976	UMC375545	UMC375542	8 BALL # 4	EMERY	ACTIVE	LODE CLAIM	1/23/2005	26 02105 0140E 027	NW NE
UT101565680	UT101565680	UMC425323	UMC425323	NEW BIG G 12	EMERY	ACTIVE	LODE CLAIM	12/2/2014	26 02105 0140E 022	SE SW
UT101565681	UT101565681	UMC425324	UMC425323	NEW BIG G 13	EMERY	ACTIVE	LODE CLAIM	12/2/2014	26 02105 0140E 027	NE NW
UT101565682	UT101565682	UMC425325	UMC425323	NEW BIG G 14	EMERY	ACTIVE	LODE CLAIM	12/2/2014	26 02105 0140E 027	NW
UT101630043	UT101630043	UMC402448	UMC402448	BM 117A	EMERY	ACTIVE	LODE CLAIM	11/2/2007	26 02105 0140E 022	SE
UT101764355	UT101764355	UMC442208	UMC442208	NEW BIG G 15	EMERY	ACTIVE	LODE CLAIM	9/15/2018	26 02105 0140E 022	SE NE
UT101764356	UT101764356	UMC442209	UMC442208	NEW BIG G 16	EMERY	ACTIVE	LODE CLAIM	9/15/2018	26 02105 0140E 027	NE
UT101764518	UT101764518	UMC442210	UMC442208	NEW BIG G 17	EMERY	ACTIVE	LODE CLAIM	9/15/2018	26 02105 0140E 027	NW
UT101764519	UT101764519	UMC442211	UMC442208	NEW BIG G 18	EMERY	ACTIVE	LODE CLAIM	9/15/2018	26 02105 0140E 027	NE NW SE SW
UT101764520	UT101764520	UMC442212	UMC442208	NEW BIG G 19	EMERY	ACTIVE	LODE CLAIM	9/15/2018	26 02105 0140E 027	NE NW
UT102521799	UT102521799	UMC375546	UMC375542	8 BALL # 5	EMERY	ACTIVE	LODE CLAIM	1/23/2005	26 02105 0140E 022	SW NW

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DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

MINING CLAIMS

**MINING CLAIM CUSTOMER
INFORMATION**

Admin State: CO
Geo State: CO
Claimant: KIMMERLE MINING LLC
Street: 2056 SIMPATICA CT
City: MOAB

CLAIMANT

Serial Number	Lead File Number	Legacy Serial Number	Legacy Lead File Number	Claim Name	County	Case Disposition	Claim Type	Date Of Location	Meridian Township Range Section	Quadrant
CO101560136	CO101560136	CMC290695	CMC290695	RATTLESNAKE 4	MONTROSE	ACTIVE	LODE CLAIM	6/2/2018	23 0470N 0200W 002	SW
									23 0470N 0200W 003	SE
									23 0470N 0200W 010	NE
									23 0470N 0200W 011	NW
CO101560137	CO101560137	CMC290696	CMC290695	RATTLESNAKE 3	MONTROSE	ACTIVE	LODE CLAIM	6/2/2018	23 0470N 0200W 002	SW
CO101560201	CO101560201	CMC290697	CMC290695	RATTLESNAKE 1	MONTROSE	ACTIVE	LODE CLAIM	6/2/2018	23 0470N 0200W 002	SE
CO101560202	CO101560202	CMC290698	CMC290695	RATTLESNAKE 2	MONTROSE	ACTIVE	LODE CLAIM	6/2/2018	23 0470N 0200W 002	SE
CO101841648	CO101841648	CMC287241	CMC287241	NEW KING PIN 2	MONTROSE	ACTIVE	LODE CLAIM	9/16/2014	23 0480N 0180W 015	NE
										NW
										SE
										SW
CO101842906	CO101842906	CMC287242	CMC287241	NEW KING PIN 9	MONTROSE	ACTIVE	LODE CLAIM	9/16/2014	23 0480N 0180W 015	NE
										NW
										SE
										SW

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10/8/2024 5:57:47 AM

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

MINING CLAIMS

MINING CLAIM CUSTOMER
INFORMATION

Admin State: UT
Geo State: UT
Claimant: KIMMERLE MINING LLC
Street: 2056 SIMPATICA CT
City: MOAB

CLAIMANT

Serial Number	Lead File Number	Legacy Serial Number	Legacy Lead File Number	Claim Name	County	Case Disposition	Claim Type	Date Of Location	Meridian Township Range Section	Quadrant
UT101524206	UT101524206	UMC378426	UMC378426	S&M # 1	SAN JUAN	ACTIVE	LODE CLAIM	8/8/2005	26 02805 0260E 019	NE NW
UT101524207	UT101524207	UMC378427	UMC378426	S&M # 2	SAN JUAN	ACTIVE	LODE CLAIM	8/8/2005	26 02805 0260E 018	SE SW
UT101526664	UT101526664	UMC380109	UMC380050	STEW 1	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2005	26 02805 0230E 035	SE
UT101526665	UT101526665	UMC380111	UMC380050	STEW 3	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2005	26 02805 0230E 035	SE
UT101565683	UT101565683	UMC425326	UMC425323	ALICE 1	SAN JUAN	ACTIVE	LODE CLAIM	12/2/2014	26 02905 0240E 029	NE NW
UT101565684	UT101565684	UMC425327	UMC425323	ALICE 2	SAN JUAN	ACTIVE	LODE CLAIM	12/2/2014	26 02905 0240E 029	NE
UT101565685	UT101565685	UMC425328	UMC425323	ALICE 3	SAN JUAN	ACTIVE	LODE CLAIM	12/2/2014	26 02905 0240E 029	NE
UT101565686	UT101565686	UMC425329	UMC425323	ALICE 4	SAN JUAN	ACTIVE	LODE CLAIM	12/2/2014	26 02905 0240E 029	NE SE
UT101567019	UT101567019	UMC425330	UMC425323	ALICE 5	SAN JUAN	ACTIVE	LODE CLAIM	12/2/2014	26 02905 0240E 029	NE SE
UT101567020	UT101567020	UMC425331	UMC425323	ALICE 6	SAN JUAN	ACTIVE	LODE CLAIM	12/2/2014	26 02905 0240E 029	NE NW SE SW
UT101610546	UT101610546	UMC419624	UMC419624	NAE 1	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2012	26 02905 0240E 020	NE NW SE SW
UT101610547	UT101610547	UMC419625	UMC419624	NAE 2	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2012	26 02905 0240E 020	SE
UT101610548	UT101610548	UMC419626	UMC419624	NAE 3	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2012	26 02905 0240E 020	SE SW
UT101610549	UT101610549	UMC419631	UMC419624	NAE 8	SAN JUAN	ACTIVE	LODE CLAIM	9/5/2012	26 02905 0240E 020	SE
UT101641433	UT101641433	UMC437183	UMC437182	FARWEST 1	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2017	26 02905 0240E 029	NE SE
UT101641434	UT101641434	UMC437184	UMC437182	FARWEST 2	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2017	26 02905 0240E 029	NE SE
UT101641435	UT101641435	UMC437185	UMC437182	FARWEST 3	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2017	26 02905 0240E 028	NW SW
UT101641436	UT101641436	UMC437186	UMC437182	FARWEST 4	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2017	26 02905 0240E 028	NW SW
UT101641437	UT101641437	UMC437187	UMC437182	FARWEST 5	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2017	26 02905 0240E 028	NW SW
UT101641438	UT101641438	UMC437188	UMC437182	FARWEST 6	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2017	26 02905 0240E 029	SE
UT101641439	UT101641439	UMC437189	UMC437182	FARWEST 7	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2017	26 02905 0240E 028	SW
UT101641440	UT101641440	UMC437190	UMC437182	FARWEST 8	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2017	26 02905 0240E 028	SW
UT101641441	UT101641441	UMC437191	UMC437182	FARWEST 9	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2017	26 02905 0240E 028	SW
UT101641442	UT101641442	UMC437192	UMC437182	FAR WEST 14	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02905 0240E 029	NE
UT101641443	UT101641443	UMC437193	UMC437182	FAR WEST 15	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02905 0240E 029	NE
UT101641444	UT101641444	UMC437194	UMC437182	FAR WEST 16	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02905 0240E 028	NW
UT101641445	UT101641445	UMC437195	UMC437182	FAR WEST 17	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02905 0240E 028	NW
UT101641446	UT101641446	UMC437196	UMC437182	FAR WEST 18	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02905 0240E 028	NW
UT101641447	UT101641447	UMC437197	UMC437182	FARWEST 19	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02905 0240E 028	NE NW
UT101641448	UT101641448	UMC437198	UMC437182	FARWEST 20	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02905 0240E 028	NE NW
UT101645094	UT101645094	UMC437210	UMC437210	IKE 1	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02925 0240E 034	NW SW
UT101645095	UT101645095	UMC437211	UMC437210	IKE 2	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02925 0240E 034	NE NW SE SW
UT101645096	UT101645096	UMC437212	UMC437210	IKE 3	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02925 0240E 034	NE SE
UT101645097	UT101645097	UMC437213	UMC437210	IKE 4	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02925 0240E 034	SW
UT101645098	UT101645098	UMC437214	UMC437210	IKE 5	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02925 0240E 034	SE SW
UT101645099	UT101645099	UMC437215	UMC437210	IKE 6	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02925 0240E 034	SE
UT101645100	UT101645100	UMC437216	UMC437210	IKE 7	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02925 0240E 034	SW
UT101645101	UT101645101	UMC437217	UMC437210	IKE 8	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02925 0240E 034	SE SW
UT101645102	UT101645102	UMC437218	UMC437210	IKE 9	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02925 0240E 034	SE
UT101645103	UT101645103	UMC437219	UMC437210	IKE 10	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02925 0240E 034	SW
UT101645104	UT101645104	UMC437220	UMC437210	IKE 11	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02925 0240E 034	SE SW
UT101645105	UT101645105	UMC437221	UMC437210	IKE 12	SAN JUAN	ACTIVE	LODE CLAIM	9/3/2017	26 02925 0240E 034	SE

UT101646310	UT101646310	UMC437225	UMC437210	NEW BIG BUCK 9A	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2017	26 03005 0240E 011	SE
UT101646311	UT101646311	UMC437226	UMC437210	NEW BIG BUCK 10	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2017	26 03005 0240E 011	SE
UT101646312	UT101646312	UMC437227	UMC437210	NEW BIG BUCK 10A	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2017	26 03005 0240E 011 26 03005 0240E 014 26 03305 0240E 012	SE NE SW
UT101646313	UT101646313	UMC437228	UMC437210	NEW BIG BUCK 11	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2017	26 03005 0240E 011 26 03005 0240E 012 26 03005 0240E 013 26 03005 0240E 014	SE SW NW NE
UT101646314	UT101646314	UMC437229	UMC437210	NEW BIG BUCK 11A	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2017	26 03005 0240E 013 26 03005 0240E 014	NW NE
UT101646315	UT101646315	UMC437230	UMC437210	NEW BIG BUCK 12	SAN JUAN	ACTIVE	LODE CLAIM	9/2/2017	26 03005 0240E 013 26 03005 0240E 014	NW NE
UT101671775	UT101671775	UMC411666	UMC411664	HAT 13	SAN JUAN	ACTIVE	LODE CLAIM	12/2/2010	26 02805 0260E 028	NE NW
UT101851824	UT101851824	UMC380804	UMC380803	BLUE MOON # 2	SAN JUAN	ACTIVE	LODE CLAIM	9/14/2005	26 02905 0250E 004	NE SE
UT101851825	UT101851825	UMC380805	UMC380803	BLUE MOON # 3	SAN JUAN	ACTIVE	LODE CLAIM	9/14/2005	26 02905 0250E 004	NE SE
UT101851826	UT101851826	UMC380806	UMC380803	BLUE MOON # 4	SAN JUAN	ACTIVE	LODE CLAIM	9/14/2005	26 02905 0250E 004	NE SE
UT101851827	UT101851827	UMC380807	UMC380803	BLUE MOON # 5	SAN JUAN	ACTIVE	LODE CLAIM	9/14/2005	26 02905 0250E 004	SE SW
UT101889380	UT101889380	UMC410443	UMC410443	HAT 1	SAN JUAN	ACTIVE	LODE CLAIM	9/4/2010	26 02805 0260E 028	NE NW
UT101889381	UT101889381	UMC410444	UMC410443	HAT 2	SAN JUAN	ACTIVE	LODE CLAIM	9/4/2010	26 02805 0260E 028	NE NW SE SW
UT101889382	UT101889382	UMC410445	UMC410443	HAT 3	SAN JUAN	ACTIVE	LODE CLAIM	9/4/2010	26 02805 0260E 028	NW SW
UT101889383	UT101889383	UMC410447	UMC410443	HAT 5	SAN JUAN	ACTIVE	LODE CLAIM	9/4/2010	26 02805 0260E 028 26 02805 0260E 029	NW NE SE
UT101889384	UT101889384	UMC410449	UMC410443	HAT 7	SAN JUAN	ACTIVE	LODE CLAIM	9/4/2010	26 02805 0260E 029	NE NW
UT101889385	UT101889385	UMC410450	UMC410443	HAT 8	SAN JUAN	ACTIVE	LODE CLAIM	9/4/2010	26 02805 0260E 029	NE NW SE SW
UT101889386	UT101889386	UMC410451	UMC410443	HAT 9	SAN JUAN	ACTIVE	LODE CLAIM	9/4/2010	26 02805 0260E 029	NW SE SW
UT101889387	UT101889387	UMC410453	UMC410443	HAT 11	SAN JUAN	ACTIVE	LODE CLAIM	9/4/2010	26 02805 0260E 028 26 02805 0260E 029	NW SW NE SE
UT101889388	UT101889388	UMC410454	UMC410443	HAT 12	SAN JUAN	ACTIVE	LODE CLAIM	9/4/2010	26 02805 0260E 028	SE SW
UT105759323	UT105759323			STEW 2	SAN JUAN	ACTIVE	LODE CLAIM	1/24/2022	26 02805 0230E 035	SE SW
UT105759324	UT105759323			STEW 4	SAN JUAN	ACTIVE	LODE CLAIM	1/24/2022	26 02805 0230E 035	SE SW
UT105759325	UT105759323			STEW 5	SAN JUAN, SAN JUAN	ACTIVE	LODE CLAIM	1/24/2022	26 02805 0230E 035	SE
UT105759326	UT105759323			STEW 6	SAN JUAN	ACTIVE	LODE CLAIM	1/24/2022	26 02805 0230E 035	SE SW
UT105759327	UT105759323			STEW 7	SAN JUAN	ACTIVE	LODE CLAIM	1/24/2022	26 02805 0230E 035	SE
UT105759328	UT105759323			STEW 8	SAN JUAN	ACTIVE	LODE CLAIM	1/24/2022	26 02805 0230E 035	SE SW
UT105759329	UT105759323			STEW 9	SAN JUAN	ACTIVE	LODE CLAIM	1/24/2022	26 02805 0230E 035	NE SE
UT105759330	UT105759323			STEW 10	SAN JUAN	ACTIVE	LODE CLAIM	1/24/2022	26 02805 0230E 035	NE NW SE SW
UT105759331	UT105759323			CCC 1	SAN JUAN	ACTIVE	LODE CLAIM	1/24/2022	26 02905 0240E 033	NE NW
UT105759332	UT105759323			CCC 2	SAN JUAN	ACTIVE	LODE CLAIM	1/24/2022	26 02905 0240E 033	NW
UT105759333	UT105759323			CCC 3	SAN JUAN	ACTIVE	LODE CLAIM	1/24/2022	26 02905 0240E 033	NW
UT105759334	UT105759323			CCC 4	SAN JUAN	ACTIVE	LODE CLAIM	1/24/2022	26 02905 0240E 033	NW
UT105759335	UT105759323			CCC 5	SAN JUAN	ACTIVE	LODE CLAIM	1/24/2022	26 02905 0240E 033	NW
UT105759336	UT105759323			CCC 6	SAN JUAN	ACTIVE	LODE CLAIM	1/24/2022	26 02905 0240E 033	NE NW SE SW
UT105759337	UT105759323			CCC 7	SAN JUAN	ACTIVE	LODE CLAIM	1/24/2022	26 02905 0240E 033	NW SW
UT105759338	UT105759323			CCC 8	SAN JUAN	ACTIVE	LODE CLAIM	1/24/2022	26 02905 0240E 033	NW SW
UT105759339	UT105759323			CCC 9	SAN JUAN	ACTIVE	LODE CLAIM	1/24/2022	26 02905 0240E 033	NW SW

SAN JUAN, SAN JUAN, SAN JUAN, SAN JUAN	FILED	LODE CLAIM	4/26/2022	26 02905 0250E 003	NE
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Page 1 of 1

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

MINING CLAIMS

**MINING CLAIM CUSTOMER
INFORMATION**

Admin State: UT
Geo State: UT
Claimant: XXXXXXXXXXXX
Street: XXXXXXXXXXXX
City: XXXXXXXXXXXX

CLAIMANT

Serial Number	Lead File Number	Legacy Serial Number	Legacy Lead File Number	Claim Name	County	Case Disposition	Claim Type	Date Of Location	Meridian Township Range Section	Quadrant
UT101438254	UT101438254	UMC377676	UMC377672	BIG G 5	EMERY	ACTIVE	LODE CLAIM	4/5/2005	26 0210S 0140E 022	NW SW
UT101438255	UT101438255	UMC377677	UMC377672	BIG G 6	EMERY	ACTIVE	LODE CLAIM	4/5/2005	26 0210S 0140E 022	NW SW
UT101438256	UT101438256	UMC377678	UMC377672	BIG G 7	EMERY	ACTIVE	LODE CLAIM	4/5/2005	26 0210S 0140E 022	NW SW
UT101438257	UT101438257	UMC377679	UMC377672	BIG G 8	EMERY	ACTIVE	LODE CLAIM	4/5/2005	26 0210S 0140E 022	SW
UT101526663	UT101526663	UMC380079	UMC380050	BIG G 11	EMERY	ACTIVE	LODE CLAIM	9/10/2005	26 0210S 0140E 022	SW

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Page 1 of 1

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

MINING CLAIMS

MINING CLAIM CUSTOMER
INFORMATION

Admin State: UT
Geo State: UT
Claimant: XXXXXXXXXXXX
Street: XXXXXXXXXXXX
City: XXXXXXXXXXXX

CLAIMANT

Serial Number	Lead File Number	Legacy Serial Number	Legacy Lead File Number	Claim Name	County	Case Disposition	Claim Type	Date Of Location	Meridian Township Range Section	Quadrant
UT101375606	UT101375606	UMC390258	UMC390190	CLOUT 55	SAN JUAN	ACTIVE	LODE CLAIM	2/24/2007	26 02805 0250E 034 26 02905 0250E 003	SW NW
UT101375607	UT101375607	UMC390259	UMC390190	CLOUT 56	SAN JUAN	ACTIVE	LODE CLAIM	2/24/2007	26 02805 0250E 034	SW
UT101375608	UT101375608	UMC390260	UMC390190	CLOUT 57	SAN JUAN	ACTIVE	LODE CLAIM	2/24/2007	26 02805 0250E 034 26 02905 0250E 003	SW NW
UT101375609	UT101375609	UMC390262	UMC390190	CLOUT 59	SAN JUAN	ACTIVE	LODE CLAIM	2/24/2007	26 02805 0250E 034 26 02905 0250E 003	SW NW
UT101375610	UT101375610	UMC390264	UMC390190	CLOUT 61	SAN JUAN	ACTIVE	LODE CLAIM	2/24/2007	26 02805 0250E 034 26 02905 0250E 003	SW NW
UT101734404	UT101734404	UMC381061	UMC381060	CLOUT 19	SAN JUAN	ACTIVE	LODE CLAIM	10/30/2005	26 02905 0250E 004	NE
UT101734405	UT101734405	UMC381062	UMC381060	CLOUT 20	SAN JUAN	ACTIVE	LODE CLAIM	10/30/2005	26 02905 0250E 004	NE
UT101734406	UT101734406	UMC381063	UMC381060	CLOUT 21	SAN JUAN	ACTIVE	LODE CLAIM	10/30/2005	26 02905 0250E 003 26 02905 0250E 004	NW NE
UT101734407	UT101734407	UMC381064	UMC381060	CLOUT 22	SAN JUAN	ACTIVE	LODE CLAIM	10/30/2005	26 02905 0250E 003 26 02905 0250E 004	NW NE
UT101734408	UT101734408	UMC381065	UMC381060	CLOUT 23	SAN JUAN	ACTIVE	LODE CLAIM	10/30/2005	26 02905 0250E 003	NW SW
UT101734409	UT101734409	UMC381069	UMC381060	CLOUT 39	SAN JUAN	ACTIVE	LODE CLAIM	11/4/2005	26 02905 0250E 003	NW
UT101734410	UT101734410	UMC381070	UMC381060	CLOUT 40	SAN JUAN	ACTIVE	LODE CLAIM	11/4/2005	26 02905 0250E 003	NW
UT101734411	UT101734411	UMC381071	UMC381060	CLOUT 41	SAN JUAN	ACTIVE	LODE CLAIM	11/4/2005	26 02905 0250E 003	NW

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EXHIBIT B

STATE LEASES

Utah Mineral Lease 53393 dated 08/22/16 covering 480 acres of Section 2, Township 29 South, Range 23 East - (West Lasal Property)

Utah Mineral Lease 53394 dated 08/22/16 covering 641 acres of Section 2, Township 29 South, Range 25 East - (East Lasal Property)

Utah Mineral Lease 53395 dated 08/22/16 covering 480 acres of Section 2, Township 30 South, Range 24 East – (Central Lisbon Valley)

EXHIBIT C
FORM OF QUITCLAIM DEED

Unpatented mining claims – no APN

*Recorded at the request of and
when recorded return to:*

C2C Metals Corp.
1221-1771 Robson St.,
Vancouver BC, V6G 1C9

*The undersigned affirms that this document
does not contain the personal information of any person.*

MINERAL DEED
_____ **COUNTY**

This Mineral Deed (the “**Mineral Deed**”) is made and entered into effective on the date stated below by Kimmerle Mining LLC., a Utah corporation (“**Grantor**”) and C2C Nuclear Inc., a Colorado corporation (the “**Grantee**”).

Grantor, for and in consideration of the sum of ten dollars (\$10.00), lawful money of the United States of America, to Grantor paid by Grantee, and other good and valuable consideration, the receipt of which is acknowledged, quitclaims to Grantee and Grantee's successors and assigns forever, all of Grantor's right, title and interest in and to those certain unpatented mining claims situated in _____ County, State of _____, and more particularly described as the Mineral Claims in Schedule A attached to and incorporated by reference in this Mineral Deed, excepting therefrom the Production Royalty granted to the Grantor by the Grantee.

Together with all dips, spurs, and angles, in and to all the ores, mineral-bearing quartz, rock and earth or other deposits, and in and to all of the rights, privileges, franchises, tenements, hereditaments and appurtenances belonging or appertaining to the unpatented mining claims, subject to the paramount interest of the United States of America.

Grantor has executed this Mineral Deed effective on _____, 20__.

KIMMERLE MINING LLC

By _____
Kyle Kimmerle

EXHIBIT D

ASSIGNMENT AGREEMENT

(Utah State Leases)

THIS ASSIGNMENT AGREEMENT is made as of the 12 day of ~~October~~^{November}, 2024, between KIMMERLE MINING LLC., a Utah corporation (the “**Assignor**”) and C2C NUCLEAR INC., a Nevada corporation (the “**Assignee**”).

RECITALS

WHEREAS Assignor and Assignee entered into a purchase agreement dated concurrent to this Assignment Agreement (the “**Purchase Agreement**”); and

WHEREAS Assignor desires to relinquish and release any and all ownership interests in and to certain mining and/or mineral leases described in Schedule A attached hereto (the “**State Leases**”) and desires to transfer and assign such ownership interests in the State Leases to the Assignee, and Assignee wishes to acquire the State Leases, in connection with and pursuant to the terms of the Purchase Agreement.

ASSIGNMENT

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms of the Purchase Agreement, the Assignor hereby grants, assigns and transfers to Assignee, any and all rights, title and interest in and to the State Leases, and Assignee hereby assumes the payment and performance of, and agrees to pay, perform and discharge, as a direct obligation of Assignee, all of Assignors duties and other obligations under the terms, covenants and conditions of the State Leases, including compliance with all terms, covenants and conditions of the State Leases.

2. Assignor further agrees to prepare, execute and deliver to Assignee such documents as

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may be necessary for the transfer of title in and to the State Leases, including a quit claim deed in the form attached hereto as Schedule B, granting outright ownership and all rights, title and interests in the State Leases to C2C.

3. This Agreement may be executed in any number of counterparts and any party hereto may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts of this Agreement, taken together, will be deemed to be one and the same instrument. The execution of this Agreement by any party hereto will not become effective until all counterparts hereof have been executed by all the parties hereto.

4. The validity and effect of this Agreement will be governed by, construed and enforced in accordance with the Laws of the State of Utah, without regard to its conflicts of laws or rules. Any legal proceeding or action arising from this Agreement or the transactions contemplated hereunder shall be brought in a court of competent jurisdiction located in the State of Utah.


5. Each of the parties will be entitled to rely upon electronic delivery of executed copies of this Agreement, and such electronic copies will be legally effective to create a valid and binding agreement amongst the parties in accordance with the terms and conditions of this Agreement.


6. This Agreement shall enure to the benefit of and be binding upon the parties hereto and each of their successors and permitted assigns, as the case may be.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

C2C NUCLEAR INC.

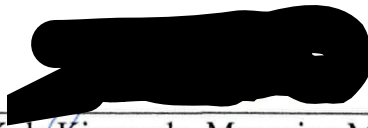
Signed by: _____

By:  _____

Name  _____

Title Director

KIMMERLE MINING LLC

By: 

Kyle Kimmerle, Managing Member

SCHEDULE A TO ASSIGNMENT AGREEMENT

State Leases

Utah Mineral Lease 53393 dated 08/22/16 covering 480 acres of Section 2, Township 29 South, Range 23 East - (West Lasal Property)

Utah Mineral Lease 53394 dated 08/22/16 covering 641 acres of Section 2, Township 29 South, Range 25 East - (East Lasal Property)

Utah Mineral Lease 53395 dated 08/22/16 covering 480 acres of Section 2, Township 30 South, Range 24 East – (Central Lisbon Valley)

SCHEDULE B TO ASSIGNMENT AGREEMENT

QUITCLAIM DEED

Unpatented mining claims – no APN

*Recorded at the request of and
when recorded return to:*

C2C Metals Corp.
1221-1771 Robson St.,
Vancouver BC, V6G 1C9

*The undersigned affirms that this document
does not contain the personal information of any person.*

**MINERAL DEED
_____ COUNTY**

This Mineral Deed (the “**Mineral Deed**”) is made and entered into effective on the date stated below by Kimmerle Mining LLC., a Utah corporation (“**Grantor**”) and C2C Nuclear Inc., a Colorado corporation (the “**Grantee**”).

Grantor, for and in consideration of the sum of ten dollars (\$10.00), lawful money of the United States of America, to Grantor paid by Grantee, and other good and valuable consideration, the receipt of which is acknowledged, quitclaims to Grantee and Grantee's successors and assigns forever, all of Grantor's right, title and interest in and to those certain unpatented mining claims situated in _____ County, State of Utah, and more particularly described as the State Leases in Schedule A attached to and incorporated by reference in this Mineral Deed.

Together with all dips, spurs, and angles, in and to all the ores, mineral-bearing quartz, rock and earth or other deposits, and in and to all of the rights, privileges, franchises, tenements, hereditaments and appurtenances belonging or appertaining to the unpatented mining claims, subject to the paramount interest of the United States of America.

Grantor has executed this Mineral Deed effective on _____, 20__.

KIMMERLE MINING LLC

By _____
Kyle Kimmerle

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STATE OF U)
)ss.
COUNTY OF)

This Mineral Deed was acknowledged before me on _____, 20__, by Kyle
Kimmerle, as Managing Member of Kimmerle Mining LLC.

Notary Public

EXHIBIT E TO PURCHASE AGREEMENT

ROYALTY AGREEMENT

This agreement (the “**Royalty Agreement**”) is made as of November 12, 2024 (the “**Effective Date**”), by and between Kimmerle Mining LLC (“**Royalty Holder**”), and C2C Nuclear Inc., a Colorado corporation (the “**Owner**”) (together, the “**Parties**”).

WHEREAS, in accordance with that certain Purchase Agreement dated ~~October 12~~, ^{November} 12, 2024 (the “**Purchase Agreement**”), by and among the Owner and the Royalty Holder, Royalty Holder has conveyed certain mining claims as more particularly described in Exhibit A hereto and incorporated herein by reference (the “**Mineral Claims**”) and certain state leases as described in Exhibit B hereto and incorporated herein by reference (the “**State Leases**”), to Owner subject to a reservation as described in the Royalty Deed of a one percent (1%) royalty on the Gross Proceeds from uranium (U3O8) produced and sold from the Mineral Claims (the “**Gross Royalty**”), and a net smelter returns royalty of ten percent (10.0%) of the Net Smelter Returns on vanadium (V2O5), less any amount payable pursuant to royalties existing as at the date hereof, produced and sold from the Mineral Claims and the State Leases as described in Exhibit C (the “**NSR Royalty**” and together with the Gross Royalty the “**Production Royalties**”; and

WHEREAS, the Parties have entered into this Royalty Agreement to more fully set forth the terms and conditions pursuant to which the Royalty Holder shall receive the Production Royalty.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and other valuable consideration, the parties to this Royalty Agreement agree as follow:

1. Production Royalty

- (a) If the Owner commences commercial production of uranium that is mined from the Mineral Claims excluding the State Leases, the Owner grants and will pay the Royalty Holder a royalty equal to one percent (1.0%) of the royalties on the Mineral Claims from all uranium sold, computed as herein provided;
- (b) If the Owner commences commercial production of vanadium that is mined from the Mineral Claims, the Owner grants and will pay the Royalty Holder a Net Smelter Returns royalty equal to ten percent (10.0%) of the royalties less any existing royalty on the Properties from all vanadium sold, computed as herein provided (together with 1(a), the “**Production Royalty**”).
- (c) As used herein:
 - (i) “**Bulk Testing**” means the collection and removal of less than 5,000 tons of representative material from a zone on the Property for the sole purpose of assaying and testing the same to determine the quality, grade, continuity or mineability of a zone all in accordance with standard mining industry

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practice, and not for the purpose of commercial production as defined below;

- (ii) **“Commercial Production”** means the commercial exploitation of Ore subsequent to the exercise of the Purchase Agreement, but does not include milling for the purposes of Bulk Testing or milling or leaching by a pilot plant of less than 5,000 tons or during the initial tune-up and commissioning period of a plant. Commercial Production will be deemed to have commenced:
 - 1) if a processing plant is located on the Property, on the first day of the month following the first period of 60 consecutive days during which Ore has been processed through such processing plant for not less than 15 days at an average rate of not less than 70% of the initial rated capacity of such plant; or
 - 2) if no processing plant is located on the Property, on the first day of the month following the first period of 60 consecutive days during which Ore has been shipped from the Property on a regular basis for the purpose of processing and earning revenue; or
 - 3) if Ore has been removed from the Property for the purpose of Bulk Testing or operating a pilot plant greater than 5,000 tons;
- (iii) **“Confidential Disclosure”** means certain non-public information and data provided to the Royalty Holder under the terms of this Royalty Agreement and disclosed by Owner as a Confidential Disclosure;
- (iv) **“Gross Royalty”** shall mean a percentage of Gross Proceeds from uranium produced on the properties;
- (v) **“Minerals”** means uranium (U₃O₈) and vanadium (V₂O₅) and all precious and base metals and all ores, concentrates, precipitates, beneficiated products, and solutions containing any of the aforementioned minerals, and all forms in which such minerals may occur, be found, extracted or produced on or within the Properties; and
- (vi) **“Net Smelter Returns”** means the Gross Proceeds less all Allowable Deductions;
- (vii) **“Gross Proceeds”** will have the following meaning: The aggregate of revenue received by the Owner from arms’ lengths purchasers of all Products, plus the fair market value of all Products sold by the Owner to persons not dealing at arms’ length with the Owner, plus the Owner’s share of proceeds from insurance on the Products.

- (viii) **“Ore”** means all materials from the Property, the nature and composition of which, based on all relevant objective criteria, commercially justifies either:
 - 1) mining or removing from place and shipping and selling such material, or delivering such material to a processing plant for physical or chemical treatment, or
 - 2) leaching such material in place;
- (ix) **“Products”** means all Minerals and materials of commercial value produced or derived from the Properties as a result of mining activity by the Owner.
- (d) As used herein, **“Allowable Deductions”** means the following costs, charges and expenses paid by the Owner for or with respect to Products, after such Products are shipped from the Properties:
 - (i) charges for treatment in the smelting and refining processes and other beneficiation processes or procedures (including handling, processing, interest and provision for settlement fees, costs of umpires, sampling, weighing, assaying and representation fees, penalties, and other deductions made by the processor or imposed by law and specifically excluding mining and milling costs);
 - (ii) actual costs of transportation (including loading, freight, insurance, security, storage, warehousing, stockpiling, transaction taxes, handling, port, demurrage, delay, and forwarding expenses incurred by reason of or in the course of such transportation) of Products from the Properties to the place of treatment and then to the place of sale;
 - (iii) Royalty Holder’s proportionate share of any tax upon the ownership, mining, production, processing, or severance of the Products or upon total or net proceeds from extraction of Products other than federal or state income taxes or state franchise taxes measured by income; and

2. Calculation and Payment of Production Royalty

- (a) With respect to each sale or other disposition of Products by the Owner, the Production Royalty will be calculated on a preceding calendar quarter basis during which the Owner receives payment for Products sold and will become due and payable within 45 days of the end of such preceding calendar quarter for which such calculation is made. Cash payments under this Royalty Agreement shall be in US dollars;
- (b) All Production Royalty payments will be considered final and in full satisfaction of all obligations of the Owner with respect thereto, unless the Royalty Holder gives the Owner written notice describing and setting forth a specific objection to

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the determination thereof within 30 days after receipt by the Royalty Holder of a “**Royalty Statement**” representing calculation of the Production Royalty payment and including copies of all third party sales invoices for Products during the respective calendar quarter. If the Royalty Holder objects to a particular Royalty Statement as herein provided, the Royalty Holder shall, for a period of 30 days after the Owner’s receipt of notice of such objection, have the right, upon reasonable notice and at reasonable time, to have the Owner’s accounts and records relating to the calculation of the Production Royalty in question audited by a certified professional accountant acceptable to the Royalty Holder and to the Owner. If such audit determines that there has been a deficiency or an excess in the payment made to the Royalty Holder such deficiency or excess will be resolved by adjusting the next Production Royalty payment or credit due hereunder. The Royalty Holder will pay all costs of such audit unless a deficiency of 2% or more of the amount determined by the Owner to be due to the Royalty Holder is determined to exist. The Owner will pay the costs of such audit if a deficiency of 2% or more of the amount due is determined to exist. All books and records used by the Owner to calculate the Production Royalty due hereunder will be kept in accordance with generally accepted accounting principles consistently applied. Failure on the part of the Royalty Holder to make claim on the Owner for adjustment to its Production Royalty payment in such 30-day period will establish the correctness and preclude the filing of exceptions thereto or making of claims for adjustment thereon, provided that nothing herein will limit the time in which the Royalty Holder may commence a proceeding for fraud, concealment or misrepresentation;

- (c) All books and records used by Owner to calculate the Production Royalty due hereunder shall be kept in accordance with generally accepted accounting principles varied only by the specific provisions hereof. Owner shall maintain up-to-date and complete records of the production and sale or other disposition of all Products. If treatment, smelting or refining of Products is performed off the Properties, accounts records, statements and returns relating to such treatment, smelting and refining arrangements shall be maintained by Owner;
- (d) All profits, losses and expenses resulting from Owner engaging in Hedging Transactions (meaning any commodity futures trading, option trading, metals trading, metal loans, and any other hedging transactions or any combination thereof) are specifically excluded from calculations of Production Royalty payments pursuant hereto. All Hedging Transactions shall be for Owner’s sole account and shall not affect the calculation and payment to the Royalty Holder which shall be calculated and paid in accordance with the provisions hereof without regard for any Hedging Transactions; The Owner shall have the right to commingle ore, concentrates, minerals and other material mined and removed from the Properties from which Products are to be produced, with ore, concentrates, minerals and other material mined and removed from other lands and properties; provided, however, that the Owner shall calculate from representative samples the average grade thereof and other measures as are

appropriate, and shall weigh (or calculate by volume) the material before commingling and determine recovery rates according acceptable mining practices.

3. Abandonment of Claims

- (a) Subject to Owner's right to amend any portion of the unpatented mining claims that are part of the Properties, Owner shall not relinquish or abandon any portion of the Properties without complying with the provisions of this Section 4. If Owner desires to relinquish or abandon some or all of the Properties, Owner must deliver a written notice (the "**Relinquishment Notice**") to Royalty Holder of its intention to relinquish or abandon such Properties, provided that Owner has maintained the Properties in good standing as of the date of delivery of the Relinquishment Notice and for a period of at least 90 days thereafter. Within 30 days of delivery of the Relinquishment Notice, Royalty Holder shall notify Owner in writing whether it consents to such relinquishment or abandonment or requires Owner to convey to Royalty Holder the portion of the Properties (the "**Returned Property**") it desires to relinquish or abandon. If Royalty Holder does not notify Owner within such 30-day period, Owner shall be free to relinquish or abandon such Properties as identified in the Relinquishment Notice. If Royalty Holder notifies Owner that it wishes Owner to convey to Royalty Holder any or all of the Properties identified in the Relinquishment Notice, Owner shall, if requested by Royalty Holder, execute and deliver to Royalty Holder or its designee a quitclaim of its interest in the Properties identified in the Relinquishment Notice that Royalty Holder notified Owner it wishes to acquire. Upon receipt of Royalty Holder's consent or delivery of such quitclaim to Royalty Holder, Owner shall have no further obligations in respect of the Properties identified in the Relinquishment Notice other than pursuant to Section 4(b), and such abandoned or relinquished Properties shall no longer form part of the Properties covered by this Instrument.
- (b) If Owner transfers any or all of the Properties to Royalty Holder in accordance this Section 4, Owner shall be obligated to do the following:
- (i) leave the Returned Property: (A) free and clear of all Encumbrances, other than Permitted Encumbrances, arising by, through or under Owner or its Affiliates, or its operations hereunder; (B) with all Governmental Fees paid or, if Governmental Fees will become due with respect to any portion of the Returned Property at any time within 90 days or less from the date of Relinquishment Notice or default, as applicable, Owner shall pay to Royalty Holder upon transfer of the Returned Property the amount of such Governmental Fees due or to become due; (C) in a safe and orderly condition; and (D) in compliance with all reclamation obligations in force at the time of such transfer arising as a result of work on the Returned Property; and
- (ii) deliver to Royalty Holder, within 30 days of executing the quitclaim of the Returned Property in favor of Royalty Holder, a report on all work carried

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out by Owner on the Returned Property together with copies of all sample location maps, drill hole assay logs, assay results and other technical data compiled by Owner with respect to work on the Returned Property not previously delivered to Royalty Holder; and

- (iii) have the right to remove from the Returned Property within three (3) months of the effective date of quitclaim, all materials and facilities erected, installed or brought upon the Returned Property by or at the instance of Owner.
- (c) If Owner abandons any or all of the Properties in accordance with this Section 4, for a period of two (2) years after such abandonment Owner shall notify Royalty Holder if Owner or any affiliates of Owner thereafter acquire ownership of such abandoned properties (“**Reclaimed Properties**”), and Reclaimed Properties will be subject to the terms of this Instrument as if there was no abandonment and form part of the Properties.

4. Operations; Reporting; Confidentiality.

- (a) Owner shall at all times that the Production Royalty is in existence:
 - (i) conduct its work program in accordance with sound mining exploration industry standards, and all applicable laws, rules, regulations and orders applicable to the Claims, and any permits, consents or authorizations obtained, granted or issued with respect to activities on or with respect to the Claims.; and
 - (ii) make available for review to the Royalty Holder such other information, data and reports regarding its work programs as Royalty Holder shall reasonably require and request from Owner from time to time including those necessary to permit the Royalty Holder to meet its continuous disclosure obligations under applicable legislation, the requirements of securities exchanges having jurisdiction including the Royalty Holder’s financial reporting requirements.
- (b) Confidential Disclosures shall be kept confidential and not disclosed by the Royalty Holder to any third party or the public without the prior written consent of the Owner, with the exception of the following disclosure:
 - (i) By a Royalty Holder to a potential successor of all or any significant portion of its interests under this Royalty Agreement, or to a potential successor by consolidation or merger, or to a proposed joint venture or partnership in which such Royalty Holder may become a participating partner or venturer;
 - (ii) To an Affiliate or representative of the Royalty Holder that has a bona fide need to be informed (but subject to the obligations of confidentiality herein);

- (iii) To a governmental agency or stock exchange if required by applicable Law or the rules of any stock exchange, as applicable;
 - (iv) Made in connection with litigation or arbitration involving a party hereto where such disclosure is required by the applicable tribunal or is, on the advice of counsel for such Party, necessary for the prosecution of the case, but subject to prior notification to the other Party to enable such Party to seek appropriate protective orders; and
 - (v) Confidential Disclosures shall not include reports provided to the Royalty Holder on work programs as described in Section 5(a)(ii) above.
- (c) Prior to any disclosure described in Subsections (i) or (ii) above, such third party shall first agree to protect the confidential information from further disclosure to the same extent as the Royalty Holder is obligated under this Section. Any disclosure of information or data permitted pursuant to this Royalty Agreement shall also disclose the existence and nature of any disclaimers which accompany such data and the requirements of applicable law or regulation or rules of the applicable stock exchange for public reporting, as the case may be.

5. Royalty Runs with the Land.

Owner and Royalty Holder intend and agree that the Royalty shall be an interest in real property that shall burden and run with the Properties and shall constitute a property interest of Royalty Holder that shall survive any bankruptcy or insolvency of Owner. Owner will (and will cause any Affiliate to), upon request, sign and deliver to Royalty Holder, and Royalty Holder may register or otherwise record against titles to the Claims and the Properties, the form of notice or other document or documents as Royalty Holder may reasonably request, to give notice of the existence of the Royalty to third parties, to secure payment of the Royalty and to protect Royalty Holder's right to receive the Royalty as contemplated herein.

6. Royalty Deed

Within 5 business days of the Effective Date, the Owner shall deliver to the Royalty Holder a fully executed and acknowledged royalty deed, in substantially the form attached hereto as Exhibit C (the "**Royalty Deed**").

7. Exculpation and Indemnity from Owner.

In no event shall Royalty Holder, as the holder of the Royalty, only, be liable to the Owner or to any other person or entity, in or outside the chain of title, in any way for any costs or liabilities incurred by Owner attributable to the Properties.

OWNER HEREBY COVENANTS AND AGREES TO INDEMNIFY, PROTECT, DEFEND AND HOLD ROYALTY HOLDER, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES OR CLAIMS FOR DAMAGES FOR ANY INJURY TO PERSONS OR PROPERTY, ENVIRONMENTAL SPILL, RELEASE OR CONTAMINATION, OR VIOLATION OF LAW, RULE OR REGULATION,

OCCASIONED BY, ARISING OUT OF, OR RESULTING FROM OPERATIONS ON THE PROPERTIES, OR IN CONNECTION THEREWITH, BY OWNER, ITS AGENTS, SERVANTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUCCESSORS OR ASSIGNS.

8. No Implied Covenants

The timing, nature, manner and extent of any exploration, development, mining, production and sale of Products, if any, will be at the sole discretion of the Owner. No implied covenants or conditions whatsoever will be read into this Royalty Agreement, including without limitation any covenants or conditions relating to exploration, development, prospecting, mining, production or sale of Products, except for the covenants of good faith and fair dealing.

9. Assignment

- (a) The Owner will have the right to assign the Claims, in whole or in part and will have sole and absolute discretion concerning the sale, assignment, transfer, conveyance, venturing, encumbrance or other disposition of the Claims, in whole or in part, on such terms and conditions as it determines appropriate. The Owner will require any transferee or assignee of any interest in the Claims to assume in writing the obligation to pay the Royalty Holder the Production Royalty in accordance with the terms and conditions set forth herein, and upon such assumption, the Owner will be released from all liability hereunder with respect to the transferred interest in the Claims, except for such liability as has accrued prior thereto.
- (b) Royalty Holder may convey or assign all or part of the Production Royalty payable to any unaffiliated company provided that such conveyance or assignment will not be effective against Owner until the assignee has delivered to Owner a written and enforceable undertaking whereby such assignee agrees to be bound, to the extent of the interest assigned, by all of the terms and conditions of this Royalty Agreement.

10. Treatment of Product

The Owner may, but will not be obligated to, treat, mill, heap leach, sort, concentrate, refine, smelt, or otherwise process, beneficiate or upgrade the ores, concentrates, and other mineral product produced from the Properties, at sites located on or off the Properties, prior to sale, transfer, or conveyance to a purchaser, user or other consumer. The Owner will not be liable for mineral values lost in processing under sound practices and procedures, and no Production Royalty will be due on any such lost mineral values.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah applicable therein.

12. Notice

All notices and other communications under this Royalty Agreement will be in writing and may be delivered personally or transmitted by e-mail or facsimile as follows:

To the Royalty Holder:

Kimmerle Mining LLC
2056 Simpatica Ct.
Moab, UT 84532
Attention: Kyle Kimmerle
Email: [REDACTED]

To the Owner:

C2C Metals Corp.
1221-1771 Robson St.,
Vancouver BC, V6G 1C9
Attention: Jason Bagg, CEO
Email: [REDACTED]
Telephone:

With a copy to:

Morton Law LLP
Attention: Edward Mayerhofer
Email: [REDACTED]

or to such addresses as each Party may from time to time specify by notice. Any notice will be deemed to have been given and received if personally delivered, then on the day of personal service to the recipient Party, if sent by facsimile transmission and successfully transmitted prior to 4:00 pm (of the time of the receiving Party) on the day of transmission (provided such day is a Business Day), and if transmitted after 4:00 pm (of the time of the receiving Party) on that Business Day then on the next Business Day following the date of transmission. Notice given by email will be deemed to have been given and received when the recipient acknowledges receipt.

13. Counterparts

This Royalty Agreement may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts together will constitute one and the same instrument.


14. Modification

This Royalty Agreement shall not be amended or modified except in writing signed by authorized signatories of each of the Parties.

C2C NUCLEAR INC.

By: _____
Name
Title

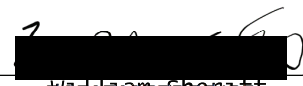

KIMMERLE MINING LLC

By:  _____
Kyle Kimmerle, Managing Member

14. Modification

This Royalty Agreement shall not be amended or modified except in writing signed by authorized signatories of each of the Parties.

C2C NUCLEAR INC.

Signed by:
By: 
Name: 
Title Director

KIMMERLE MINING LLC

By: _____
Kyle Kimmerle, Managing Member

EXHIBIT A TO ROYALTY AGREEMENT

MINERAL CLAIMS

[Attached]

EXHIBIT B TO ROYALTY AGREEMENT

STATE LEASES

Utah Mineral Lease 53393 dated 08/22/16 covering 480 acres of Section 2, Township 29 South, Range 23 East - (West Lasal Property)

Utah Mineral Lease 53394 dated 08/22/16 covering 641 acres of Section 2, Township 29 South, Range 25 East - (East Lasal Property)

Utah Mineral Lease 53395 dated 08/22/16 covering 480 acres of Section 2, Township 30 South, Range 24 East – (Central Lisbon Valley)

SCHEDULE C TO ROYALTY AGREEMENT

FORM OF ROYALTY DEED

Unpatented mining claims – no APN

*Recorded at the request of and
when recorded return to:*

Kimmerle Mining LLC
2056 Simpatuca Ct.,
Moab, UT 84532

*The undersigned affirms that this document
does not contain the personal information of any person.*

ROYALTY DEED
_____ **COUNTY**

This Royalty Deed (the “**Royalty Deed**”) is made and entered into effective on the date stated below by C2C Nuclear Inc., a Colorado corporation (“**Grantor**”) and Kimmerle Mining LLC, a Utah corporation (the “**Grantee**”).

Grantor, for and in consideration of the sum of ten dollars (\$10.00), lawful money of the United States of America, to Grantor paid by Grantee, and other good and valuable consideration, the receipt of which is acknowledged, conveys to Grantee and Grantee's successors and assigns forever:

(i) a gross royalty interest of one percent (1.0%) on the claims described as the Mineral Claims, excluding the State Leases, in all production of uranium (U3O8); and

(ii) a Net Smelter Returns royalty interest of ten percent (10.0%) on the claims described as the Property in all production of vanadium (V2O5), less any amount payable pursuant to royalties existing as at the date hereof,

(iii) from those certain unpatented mining claims situated in__ County, State of Utah, and more particularly described as the Mineral Claims in Schedule A and the State Leases in Schedule B each of which are attached to and incorporated by reference (referred to as the “**Production Royalty**”) which Production Royalty is defined herein and is subject to the terms and conditions set forth in that certain royalty agreement (“**Royalty Agreement**”) to which this Royalty Deed is attached as a schedule.

Execution Version

Grantor has executed this Royalty Deed effective on _____, 20__.

C2C Nuclear Inc.

By _____

Name:

Title:

STATE OF)

COUNTY OF)ss.
)

This Royalty Deed was acknowledged before me on _____, 2024, by
_____ as _____ of C2C Nuclear Inc.

Notary Public

EXHIBIT F**INSURANCE REQUIREMENTS**

- (a) Prior to commencement of the activities on the Property and until the earlier of: (i) termination of the Agreement in accordance with Article 5 (and completion by Purchaser of any reclamation or other activities on the Property after such termination), and (ii) Purchase, Purchaser shall, at its sole expense, maintain the following minimum insurance on its own behalf:
- (i) third party liability insurance, insuring against liabilities arising from bodily injury, death and property damage to policy limits of at least \$3,000,000 per occurrence, arising out of or in consequence of Purchaser's performance under this Agreement. Without limiting the foregoing sub-clause, this insurance shall include the following extensions, commonly known as products and completed operations; broad form property damage; occurrence property damage; blanket contractual liability; non-owned automobile liability; cross liability and contingent employers' liability severability of interests clause; personal injury; owners and contractors protective; ;
- (b) The insurance provided for in subsection (a) must name Kimmerle Mining LLC as an additional insured, but only as regards the activities and operations of C2C Nuclear under this Agreement.
- (c) All such policies provided in subsection (a) must state, by endorsement or otherwise, that all insurers waive their rights of subrogation against Kimmerle Mining LLC.
- (d) In no event shall Kimmerle Mining LLC be responsible for premium payment, deductible, self-insured retention or claims reporting provisions.
- (e) C2C Nuclear shall provide Kimmerle Mining LLC with certificates of insurance, evidencing all of the above stated insurance coverage and reflecting the effective and expiration dates of such coverage, at least 10 days prior to commencing activities on the Property. If requested by Kimmerle Mining LLC, C2C Nuclear shall also provide Kimmerle Mining LLC with a complete certified copy of the above insurance policies.
- (f) If C2C Nuclear fails to maintain such insurance or to furnish satisfactory evidence of such insurance, Kimmerle Mining LLC shall, without prejudice to its other rights and remedies, have the right (but not the obligation) to take out and maintain substantially similar insurance for both Parties on behalf of C2C Nuclear, who shall furnish all necessary information as required and shall pay the cost of such insurance to Kimmerle Mining LLC immediately upon presentation of a bill.
- (g) The insurance policy or policies required in subsection (a) shall provide that the insurer shall provide thirty (30) days' notice to Kimmerle Mining LLC prior to any material changes, termination or cancellation of any such policy or policies. Concerning workers' compensation and employer's liability coverage, under subsection (a)(i), C2C Nuclear

Execution Version

must immediately notify Kimmerle Mining LLC of loss or suspension of any applicable coverage.

- (h) Any type of insurance or any increase of limits of liability not described above which C2C Nuclear requires for its own protection or on account of applicable laws shall be its own responsibility and at its own expense. The policy limits set forth in this Exhibit are not intended to be a limit of liability by C2C Nuclear.
- (i) Should C2C Nuclear engage any contractor or subcontractor, the same conditions respecting insurance under this Agreement will apply to each contractor or subcontractor except that the amount in (a)(i) will be the greater of \$2,000,000 or the amount required by Utah law.

EXHIBIT G

MEMORANDUM OF PURCHASE AGREEMENT

Unpatented mining claims – no APN

*Recorded at the request of and
when recorded return to:*

C2C Nuclear Inc.
1221-1771 Robson St.,
Vancouver BC, V6G 1C9

*The undersigned affirms that this document
does not contain the personal information of any person.*

Memorandum of Purchase Agreement

This Memorandum of Purchase Agreement (“**Memorandum**”) is made by and among Kimmerle Mining LLC, a Utah corporation (“**Owner**”), and C2C Nuclear Inc., a Colorado corporation (“**C2C Nuclear**”). Notice is given that Owner and C2C Nuclear entered into the Purchase Agreement dated effective October ____, 2024 (the “**Agreement**”), pursuant to which Owner sold to C2C Nuclear all of its right, interest and title to the unpatented mineral claims described in Exhibit A and mining leases described in Exhibit B, each of which are attached to and by this reference incorporated in this Memorandum.

The addresses of Owner and C2C Nuclear for purposes of the Agreement and this Memorandum are:

Owner:

Kimmerle Mining LLC
2056 Simpatica Ct.
Moab, UT 84532
Attention: Kyle Kimmerle
Email: [REDACTED]

C2C Nuclear:

C2C Metals Corp.
1221-1771 Robson St.,
Vancouver BC, V6G 1C9
Attention: Jason Bagg, CEO
Email [REDACTED]
Telephone:

Dated effective October 31, 2024.

Kimmerle Mining LLC

By [REDACTED]
Name
Title

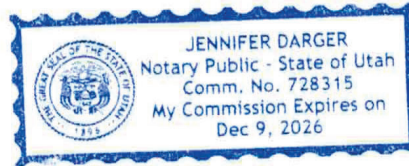
C2C Nuclear Inc.

By _____
Name
Title

STATE OF Utah)
)ss.
COUNTY OF Grand)

This Memorandum of Purchase Agreement was acknowledged before me on October 31, 2024, by Kyle Kimmerle as Managing Partner of Kimmerle Mining LLC.

[Redacted Signature]
Notary Public



STATE OF)
)ss.
COUNTY OF)

This Memorandum of Purchase Agreement was acknowledged before me on _____, 2024, by _____ as _____ of C2C Nuclear Inc.

Notary Public

Exhibit H

PROMISSORY NOTE

November

Date: October 12, 2024

FOR VALUE RECEIVED, **C2C METALS CORP.**, (the "**Borrower**") with an address at 1221-1771 Robson St., Vancouver BC, V6G 1C9, subject to the terms of a Purchase Agreement dated as of ~~October~~ November 12, 2024 (the "**Purchase Agreement**") promises to pay to the order of **KIMMERLE MINING LLC.** (the "**Lender**") on or before ~~October~~ November 12, 2029, the cash sum of \$5,225,000 without interest and issue to the Lender common shares in the capital of the Borrow equal in value to \$4,200,000.

Capitalized terms used herein and not otherwise defined shall have the meanings described thereto in the Purchase Agreement between the Borrower and the Lender.

In the event of default under the terms of the Purchase Agreement, all interest, right, and title to the Property will and will be deemed to revert to the Lendor, upon which this Promissory Note will be deemed to be paid in full with no balance outstanding.

This Note shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws of the Province of British Columbia.

C2C NUCLEAR INC.

Signed by:

By

Name William Sheriff
ECF8E02EE9D74BD...

Title Director