PROPERTY OPTION AGREEMENT

THIS PROPERTY OPTION AGREEMENT (this "Agreement") is dated as of January 30, 2025,

BETWEEN:

FIRSTAMERICAN ENERGY FUELS LTD., a British Columbia corporation, having its registered office is at Suite 1500 – 1055 West Georgia Street, Vancouver, British Columbia, Canada V6E 4N7, Email: klee@k2cpaital.ca

(the "Optionor")

&

FIRST AMERICAN URANIUM INC., a British Columbia corporation, having its registered office is at Suite 1500 – 1055 West Georgia Street, Vancouver, British Columbia, Canada V6E 4N7, Email: klee@k2cpaital.ca

("FAU")

AND:

WHEREAS:

MYRIAD URANIUM CORP., a British Columbia corporation, having its registered office at #600 – 1090 West Georgia Street, Vancouver, British Columbia, Canada V6E 3V7, Email: tlamb@myriaduranium.com

(the "Optionee")

(the Optione)

- A. FAU holds 60% of the issued and outstanding securities of the Optionor;
- B. First American Energy Inc. ("NevadaCo"), a wholly owned Nevada subsidiary of the Optionor, is the sole legal and beneficial owner of the Property (as defined herein);
- C. The Optionor desires to grant to the Optionee, and the Optionee desires to acquire from the Optionor, the option to earn NevadaCo's entire 100% right, title and interest in and to the Property on the terms and conditions contained in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties agree as follows:

1. Definitions

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

- (a) "Affiliate" means, in reference to a person, any other person which: (i) directly or indirectly controls or is controlled by the first person; or (ii) is directly or indirectly controlled by a person which also directly or indirectly controls the first person; and for the purposes of this definition, a person will "control" another person if such person has the power to direct or cause the direction of the management and policies of the other person, whether directly or indirectly, and whether by ownership of shares or other equity interests, the right to appoint managers, directors or corporate management, the holding of voting or contractual rights, by being the managing partner of a general partnership or the general partner of a limited partnership, or otherwise;
- (b) "Applicable Laws" means any statute, law, ordinance, regulation, rule, instrument, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority to which a specified person, property or matter is subject;
- (c) "Business Day" means any day, other than a Saturday, a Sunday or a statutory or civic holiday observed by the banks at Vancouver, British Columbia;
- (d) "Cash Payment" has the meaning ascribed thereto in Section 3.1(a)(ii);
- (e) "**Default**" has the meaning ascribed thereto in Section 8.1;
- (f) "Effective Date" means the date of this Agreement stated on page 1;
- (g) "Encumbrance" means any mortgage, privilege, easement, charge, hypothecation, lien, pledge, security interest, adverse claim, assignment, option, claim or other title defect, or other encumbrance of any kind or nature whatsoever (including any agreement to give any of the foregoing), whether or not registered or registrable or whether consensual or arising by operation of law (statutory or otherwise);
- (h) "Exchange" means the Canadian Securities Exchange;
- (i) "Governmental Authority" means: (a) any court, tribunal, judicial body or arbitral body or arbitrator; (b) any domestic or foreign government or supranational body or authority whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental body, governmental bureau, governmental department, governmental tribunal or governmental commission of any kind whatsoever; (c) any subdivision or authority of any of the foregoing; (d) any quasi-governmental or private body or public body exercising any regulatory, administrative, expropriation or taxing authority under or for the account of the foregoing; (e) any stock or securities exchange (including the Exchange); and (f) any public utility authority;
- (i) "Operator" has the meaning given to such term in Section 4.1(a);
- (k) "**Option**" means the option held by the Optionee to acquire from the Optionor the 100% right, title and interest in and to the Property held by NevadaCo as provided for in Section 3.1;
- (1) "Option Earn-In Due Date" means one (1) year following the Effective Date;
- (m) "Option Period" means the period from the Effective Date until the earliest of: (i) the exercise of the Option by the Optionee; (ii) the Option Earn-In Due Date; or (iii) any other termination of this Agreement and the Option in accordance with the terms of this Agreement;

- (n) "Option Shares" has the meaning ascribed thereto in Section 3.1(a)(iii);
- (o) "Party" means a party to this Agreement;
- (p) "person" includes any individual, partnership, limited partnership, firm, trust, body corporate, Governmental Authority, agency or instrumentality, unincorporated body of persons or association;
- (q) "Property" means the mining claims set out in Schedule "A" to this Agreement, and all mining leases and other mining interests derived from any such claims, and a reference herein to a mineral claim comprised in the Property includes any mineral leases or other interests into which such mineral claim may have been converted; and
- (r) "Shares" means fully paid and non-assessable common shares in the capital of the Optionee.
- 1.2 Headings used in this Agreement are for convenience only and are not intended as a guide to the interpretation of this Agreement or any portion thereof.
- 1.3 The word "including", when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope.
- 1.4 All accounting terms not otherwise defined herein have the meanings assigned to them, and all calculations to be made hereunder are to be made, in accordance with Canadian generally accepted accounting principles applied on a consistent basis.
- 1.5 In this Agreement, except as otherwise specified, all references to currency mean Canadian currency.
- 1.6 A reference to: (a) a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulations, (b) an entity includes any successor to that entity, and (c) "acceptance", "approval", "authorization" or "consent" means written acceptance, approval, authorization or consent.
- 1.7 Words importing the masculine gender include the feminine or neuter, words in the singular include the plural, and vice versa.

2. Representations and Warranties

- 2.1 Each of FAU and the Optionor represents and warrants to the Optionee that:
 - (a) it has been duly incorporated and validly exists as a corporation in good standing under the Applicable Laws of the Province of British Columbia;
 - (b) it has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transactions herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any Encumbrance under the provisions of, the Articles or the constating documents of it or any shareholders' or

- directors' resolution, indenture, agreement or other instrument whatsoever, to which it is a party or by which it is bound or to which it may be subject;
- (c) it has duly executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with this Agreement's terms;
- (d) no proceedings are pending for, and it is unaware of any basis for the institution of any proceedings leading to, the dissolution or winding-up of FAU, the Optionor or NevadaCo, or the placing of FAU, the Optionor or NevadaCo in bankruptcy or subject to any other laws governing the affairs of insolvent persons;
- (e) NevadaCo is, under all Applicable Laws, legally entitled to hold the Property and all mineral claims comprised therein, and, undertakes to remain so entitled during the Option Period;
- (f) NevadaCo holds the entire 100% undivided legal and beneficial right, title and interest in and to the Property, and is the registered holder of the claims comprising the Property, free and clear of all Encumbrances, and no taxes or rentals are due in respect of any thereof;
- (g) there is no adverse claim or challenge against or to the ownership of or title to the Property, nor to the knowledge of FAU, the Optionor or NevadaCo after due inquiry is any of the foregoing pending or threatened nor is there any basis therefor, and there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof or any interest therein, and no person has any royalty or other interest whatsoever in production from any of the Property;
- (h) the claims comprising the Property have been duly and validly recorded and are in good standing pursuant to all Applicable Laws on the Effective Date;
- (i) it has no notice, or knowledge of, any proposal to terminate or vary the terms of or rights attaching to the Property from any Governmental Authority;
- (j) no toxic or hazardous substance or waste has been disposed of or is located on the Property as a result of activities of FAU, the Optionor or NevadaCo or, to the knowledge of FAU, the Optionor or NevadaCo, its predecessors in title or interest;
- (k) there is no outstanding directive or order, or similar notice issued by any Governmental Authority, including agencies responsible for environmental matters, affecting the Property, FAU, the Optionor or NevadaCo, nor to the knowledge of FAU, the Optionor or NevadaCo after due inquiry is there any basis therefor or any reason to believe that such an order, directive or similar notice is pending;
- (l) all work carried out on the Property by or under the direction of FAU, the Optionor or NevadaCo has been done in full compliance with all Applicable Laws and it has no reason to believe that all prior work carried out on the Property by other persons has not been done in full compliance with all Applicable Laws;
- (m) it is not aware of any facts relating to any of the Property and undisclosed to the Optionee in writing which, if known to the Optionee, could reasonably be expected to cause the Optionee to decide not to enter into this Agreement or not to proceed to exercise the Option or which cause the representations and warranties in this Section to be false or misleading; and

- (n) no finders' fee or other similar compensation is payable to any person in connection with the Optionor's consummation of the transactions herein contemplated for which the Optionee will have any responsibility whatsoever.
- 2.2 The representations and warranties contained in Section 2.1 are provided for the exclusive benefit of the Optionee, and a breach of any one or more thereof may be waived by the Optionee in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty; and the representations and warranties contained in Section 2.1 will survive the execution hereof.
- 2.3 The Optionee represents and warrants to each of FAU and the Optionor that:
 - (a) it has been duly incorporated and validly exists as a corporation in good standing under the Applicable Laws of the Province of British Columbia, Canada;
 - (b) it has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transaction herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any Encumbrance under the provisions of, the Articles or the constating documents of the Optionee or any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which the Optionee is a party or by which it is bound or which it may be subject;
 - (c) it has duly executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of the Optionee, enforceable against it in accordance with this Agreement's terms;
 - (d) no proceedings are pending for, and the Optionee is unaware of any basis for the institution of any proceedings leading to, the dissolution or winding-up of the Optionee or the placing of the Optionee in bankruptcy or subject to any other laws governing the affairs of insolvent persons;
 - (e) at the time of delivery of any Option Shares to the Optionor hereunder, it is or will be a "reporting issuer" in British Columbia and not in default of any requirements of any applicable securities laws;
 - (f) the Option Shares issued hereunder are, or will at the time of issue be, duly allotted, validly issued, fully paid and non-assessable and free of all Encumbrances and issued in accordance with Applicable Laws including the rules and policies of the Exchange (or such other stock exchange on which the Shares are trading at the applicable time); and
 - (g) no finders' fee or other similar compensation is payable to any person in connection with the Optionee's consummation of the transactions herein contemplated for which FAU, the Optionor or NevadaCo will have any responsibility whatsoever.
- 2.4 The representations, warranties and covenants contained in Section 2.3 are provided for the exclusive benefit of the Optionor and FAU, and a breach of any one or more thereof may be waived by the Optionor and FAU in whole or in part at any time without prejudice to it rights in respect of any other breach of the same or any other representation, warranty, or covenant; and the representations, warranties and covenants contained in Section 2.3 will survive the execution hereof.

3. Option

3.1 **Option**

- (a) The Optionor hereby grants to the Optionee the sole and exclusive right and option, subject to the terms of this Agreement, to acquire NevadaCo's 100% right, title and interest in and to the Property, free and clear of all Encumbrances, save and except as required under Applicable Laws, by:
 - (i) the Optionee paying \$25,000 in cash to the Optionor, such amount acknowledged by the Parties to have been previously paid by the Optionee and received by the Optionor as a deposit concurrently with the Parties' execution and delivery of a letter of intent dated December 16, 2024 in connection with the Option;
 - (ii) concurrently with the Parties' execution and delivery of this Agreement, the Optionee paying \$250,000 in additional cash to the Optionor (the "Cash Payment");
 - (iii) concurrently with the Parties' execution and delivery of this Agreement, or as soon as practicable thereafter (it being acknowledged by the Parties that, pursuant to the policies of the Exchange, the Optionee must announce its intention to issue Shares at least 5 Business Days before doing so), the Optionee issuing Shares to the Optionor (or its designees) having aggregate value of \$250,000 (the "Option Shares"), with the deemed value of each Option Share issued to the Optionor (or its designees) being equal to the value weighted average trading price of a Share on the Exchange for the 10 trading days preceding the date on which the issuance of Option Shares is announced by the Optionee in accordance with the policies of the Exchange; and
 - (iv) within one (1) year of the Effective Date, the Optionee will conduct or cause to be conducted a geophysics survey of the Property.
- (b) This Agreement and the Option shall be terminated if:
 - (i) the Optionee has failed to make the Cash Payment or issue the Option Shares on the terms and timing required in Section 3.1(a); or
 - (ii) the Optionee elects to terminate the Agreement and the Option by providing notice in writing to the Optionor prior to the Option Earn-In Due Date.
- (c) Subject to Section 3.1(b), provided Optionee has made the Cash Payment, issued the Option Shares and completed the geophysics survey on the terms and timing required in Section 3.1(a), the Optionee shall be deemed to have exercised the Option and acquired NevadaCo's 100% right, title and interest in and to the Property, free and clear of all Encumbrances, save and except as may be required under Applicable Laws.

3.2 Exchange Acceptance and Share Restrictions

(a) Each of the Parties acknowledges and agrees that their respective rights and obligations hereunder are subject to acceptance by the Exchange, if required under the policies of the Exchange, of a filing to be made in respect of this Agreement. Upon execution of this Agreement, each of FAU, the Optionor and the Optionee shall prepare and make all filings

- required under the policies of the Exchange and to obtain the approval of this Agreement by the Exchange, if required under the policies of the Exchange.
- (b) Without limiting Section 3.2(a), any Option Shares issued pursuant to this Agreement will be issued in accordance with Applicable Laws pertaining to securities and the policies of the Exchange (or such other stock exchange on which the Shares are trading at the applicable time), including without limitation any hold periods or escrow conditions imposed by Applicable Laws pertaining to securities or the policies of the Exchange (or such other stock exchange on which the Shares are trading at the applicable time).

3.3 Termination of the Option

- (a) If the Option is terminated otherwise than upon the exercise thereof pursuant to the terms hereof, the Optionee will:
 - (i) deliver at no cost to the Optionor within 30 days of such termination all copies of all reports, maps, assay results and other relevant technical data compiled by or in the possession of the Optionee with respect to the Property and not already furnished to the Optionor; and
 - (ii) comply at its own expense with Applicable Laws regarding reclamation for activities carried out by or on behalf of the Optionee on the Property, including with respect to the plugging of any exploration holes drilled on the Property during the Option Period.
- (b) Notwithstanding termination of the Option, the Optionee will have the right, within a period of 1 year following the end of the Option Period, to remove from the Property all buildings, plant, equipment, machinery, tools, appliances and supplies which have been brought upon the Property by or on behalf of the Optionee.

4. Further Obligations

- 4.1 Throughout the Option Period:
 - (a) the Optionee will serve as operator of the Property (the "Operator"); and
 - (b) neither Party shall grant any Encumbrance against its right, title and interest in and to the Property without the consent of the other Party, such consent not to be unreasonably withheld.
- 4.2 During the Option Period, the Operator will, or will cause the following to be done:
 - (a) make all required filings and payments with and to the relevant Governmental Authorities to keep the Property in good standing;
 - (b) do all work on the Property in a good and workmanlike manner and in accordance with all Applicable Laws and the terms and conditions set forth in this Agreement;
 - (c) indemnify and save the other Party harmless in respect of any and all costs, claims, liabilities and expenses arising out of the Operator's activities on the Property; provided that the Operator will incur no obligation thereunder in respect of claims arising or damages suffered after termination of the Option if upon termination of the Option any workings or improvements to the Property made by the Operator are left in a safe condition; and

(d) permit the directors, officers, employees and designated consultants of the Optionor, at their own risk, access to the Property at all reasonable times, and provided that the Optionor agrees to indemnify the Optionee against and to save the Optionee harmless from all costs, claims, liabilities and expenses that the Optionee may incur or suffer as a result of any injury (including injury causing death) to any director, officer, employee or designated consultant of the Optionor while on the Property.

5. Property Registration and Conveyance

- 5.1 If permitted under Applicable Law, a memorandum of this Agreement will, upon the written request of any Party, be recorded in the office of any Governmental Authority so requested, in order to give notice to third persons of the respective interests of the Parties in the Property and this Agreement. Each Party hereby covenants and agrees with the requesting Party to execute such documents as may be necessary to perfect such recording.
- 5.2 During the Option Period, the claims comprising the Property shall be registered in the name of NevadaCo.
- 5.3 Within ten (10) Business Days of the exercise of the Option by the Optionee, the Optionor will provide duly executed transfers of the claims comprising the Property in the form required under Applicable Laws to transfer legal and beneficial title as to 100% of the claims comprising the Property to the Optionee.

6. Force Majeure

- 6.1 If the Optionee is at any time prevented or delayed in performing any provisions of this Agreement by reason of land claims, strikes, walk-outs, labour shortages, power shortages, fuel shortages, fires, wars, acts of terrorism, acts of God, pandemic, Applicable Laws restricting normal operations, shipping delays or any other reason or reasons beyond the reasonable control of the Optionee, the time limit for the performance by the Optionee of such provisions will be extended by a period of time equal in length to the period of each such prevention or delay.
- 6.2 The Optionee will give notice to the Optionor of each event of force majeure under Section 6.1 within 14 days of its occurrence, and will give notice to the Optionor of cessation of such event of force majeure.

7. Confidentiality

- 7.1 No information furnished in respect of the activities carried out on the Property or derived in respect thereof, or related to the products extracted from the Property, will be disclosed or published by a Party without the written consent of the other Party, but such consent in respect of the information required to be publicly disclosed pursuant to Applicable Laws may not be unreasonably withheld. This provision will not apply to information which becomes part of the public domain if it does not become part of the public domain by the actions of a Party. This Section will survive the termination of this Agreement.
- 7.2 Nothing in Section 7.1 will prevent a Party from disclosing information to a third person for purposes of corporate reorganization, financing, review of materials, data, and results by a consultant and like matters provided that such third person agrees to be bound by these provisions of confidentiality.

7.3 In the event a Party is required pursuant to Applicable Laws to publicly disclose information by way of a news release or similar disclosure, it will provide at least 1 Business Day's notice to the other Party who will have the right, acting reasonably, to request changes to the proposed dissemination of information. The Party disclosing information must act reasonably and take into account such comments prior to the issuance of such information.

8. **Default and Termination**

- 8.1 If at any time during the Option Period a Party fails to perform any obligation required to be performed hereunder or is in breach of a warranty given herein, which failure or breach materially interferes with the implementation or performance of this Agreement (a "**Default**"), the non-defaulting Party may terminate this Agreement and the Option but only if:
 - (a) the non-defaulting Party provides a notice of default to the defaulting Party containing particulars of the Default; and
 - (b) the defaulting Party has not, within 30 days after delivery of such notice of default, cured such Default or begun proceedings to cure such Default by appropriate payment or performance (the defaulting Party hereby agreeing that should it so begin to cure any Default it will prosecute the same to completion without undue delay).

9. Assignment

- 9.1 During the Option Period only, neither Party may sell, transfer, assign or otherwise dispose of its interest in this Agreement without the prior written consent of the other Party, such consent in such other Party's sole and absolute discretion.
- 9.2 Notwithstanding the foregoing, a Party will not require any consent from the other Party to assign its entire right, title and interest in and to this Agreement or in the Property to any Affiliate of such Party.

10. Notices

10.1 Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party will be in writing and will be delivered by hand, courier or registered mail, or sent by email, to the Party to which the notice is to be given at the following address:

To FAU and the Optionor:

First American Uranium Inc. / FirstAmerican Energy Fuels Ltd. Suite 1500 – 1055 West Georgia Street Vancouver, British Columbia, Canada V6E 4N7

Email: <u>klee@k2capital.ca</u>

To the Optionee:

Myriad Uranium Corp. #600-1090 West Georgia Street Vancouver, British Columbia, Canada V6E 3V7 Email: tlamb@myriaduranium.com

10.2 Any notice, consent, waiver, direction or other communication aforesaid will, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day or, if not, then the next succeeding Business Day), and, if sent by email, be deemed to have been given and received at the time of receipt (if a Business Day or, if not, then the next succeeding Business Day), unless actually received after 4:00 p.m. (local time) at the point of delivery in which case it will be deemed to have been given and received on the next Business Day. Any Party may at any time and from time to time notify the other Party in writing of a change of address and the new address to which notice will be given to it thereafter until further change.

11. General

- 11.1 This Agreement will supersede and replace any other agreement or arrangement, whether oral or written, heretofore existing between the Parties in respect of the subject matter of this Agreement.
- 11.2 No consent or waiver expressed or implied by either Party in respect of any breach or default by the other in the performance of such other of its obligations hereunder will be deemed or construed to be a consent to or a waiver of any other breach or default.
- 11.3 The Parties will promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance which may be reasonably necessary or advisable to carry out fully the intent of this Agreement or to record wherever appropriate the respective interests from time to time of the Parties in the Property.
- 11.4 This Agreement and any other writing delivered pursuant hereto may be executed in any number of counterparts with the same effect as if all Parties to this Agreement or such other writing had signed the same document and all counterparts will be construed together and will constitute one and the same instrument.
- 11.5 This Agreement will be governed and construed according to the laws of the Province of British Columbia and the laws of Canada applicable therein, and the Parties hereby attorn to the jurisdiction of the Courts of British Columbia in respect of all matters arising hereunder.
- 11.6 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 11.7 This is an option only and except as specifically provided otherwise, nothing herein contained will be construed as creating a partnership arrangement between the Parties herein or be construed as obligating the Optionee to do any acts or make any payments hereunder except as otherwise set forth, and any act or acts or payment or payments as may be made hereunder will not be construed as obligating the Optionee to do any further act or make any further payment or payments.

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[Execution page follows.]

IN WITNESS WHEREOF FAU, the Optionor and the Optionee have caused this Agreement to be executed by their duly authorized officers.
FIRST AMERICAN URANIUM INC.
Per: _ <u>"Kevin Lee"</u> Authorized Signatory
FIRSTAMERICAN ENERGY FUELS LTD.
Per: _ <u>"Kevin Lee"</u> Authorized Signatory
MYRIAD URANIUM CORP.

Per: <u>"Thomas Lamb"</u>
Authorized Signatory

Schedule "A"

to

Property Option Agreement dated as of January 30, 2025 between First American Uranium Inc. & FirstAmerican Energy Fuels Ltd. and Myriad Uranium Corp.

PROPERTY

The Property comprises 86 mineral claims located in Catron County, New Mexico, USA, as follows:

Gulf 1 to 3	NM 105295520 – NM 105295522	T2N	R10W	Section 20
Gulf 4 to 10	NM 105295523 – NM 105295529	T2N	R10W	Section 29
Gulf 11 to 16	NM 105295530 – NM 105295535	T2N	R10W	Section 28
Gulf 17 to 26	NM 105295536 – NM 105295545	T2N	R10W	Section 26
		-		
	All claims located on December 28, 2021	-		m

See attached map.

