

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made as of the 20th day of December, 2024

AMONG:

NORDIQUE RESOURCES INC., a company with an address at Suite
1000 409 Granville St., Vancouver, BC, V6C 1T2

(the “**Purchaser**”)

AND:

██████████, an individual with an address at ██████████
██████████

(“██████████”)

AND:

██████████, a company with an address at ██████████
██████████

(“██████████”)

AND:

██████████, an individual with an address at ██████████
██
██████████

(“██████████”)

AND:

██████████, an individual with an address at ██████████
██

(“██████████”)

AND:

██████████, a company with an address at c/o ██████████
██

(“██████████”)

AND:

██████████, a company with an address at ██████████
██████████
(“██████████”)

AND:

██████████, an individual with an address at ██████████
██████████
(“██████████,” and together with ██████████
██████████, the “Vendors”)

WHEREAS Friesen is the recorded owner of certain mining claims in the Province of British Columbia, as illustrated in Schedule “A” (hereinafter referred to collectively as the “**Subject Claims**”, and the property comprising the Subject Claims shall be hereinafter referred to as the “**Property**”), which he holds on behalf of the Vendors, who collectively hold a 100% interest as the beneficial owners the Subject Claims;

AND WHEREAS the Vendors wish to sell to the Purchaser and the Purchaser wishes to purchase from the Vendors all of the Vendors’ right, title and interest in the Subject Claims;

NOW THEREFORE, for and in consideration of the premises and the covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE 1- INTERPRETATION

1.1 Definitions. In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) “**Agreement**” means this Purchase and Sale Agreement, and all schedules hereto, as well as amendments made by written agreement between the Vendors and the Purchaser;
- (b) “**Applicable Law**” means any foreign or domestic federal, state, provincial or municipal statute, law, ordinance, rule, regulation, restriction, regulatory policy or guideline, by-law (zoning or otherwise) or order that applies to the parties or to the Subject Claims and includes the applicable by-laws or rules of any stock exchange or securities commission having jurisdiction;
- (c) “**Business Day**” means any day other than a Saturday, Sunday or a day on which banks in the Province of British Columbia are authorized or required by Applicable Laws to be closed;
- (d) “**Closing Date**” means the date of Closing, which, subject to any applicable requirements of the CSE, shall be the fifth Business Day following the satisfaction or waiver of all conditions to the obligations of the parties of Closing (other than conditions that are satisfied with respect to actions the respective parties will take at the Closing itself), or such other date as the parties may mutually agree, which in any event will not be later than the date that is thirty (30) days following the date of this Agreement;;

- (e) “**Closing**” means the closing of the purchase and sale of the Subject Claims contemplated by this Agreement;
- (f) “**Consideration Units**” means units of the Purchaser, each consisting of one (1) Purchaser Share and one (1) Purchaser Warrant;
- (g) “**CSE**” means the Canadian Securities Exchange;
- (h) “**Encumbrances**” has the meaning set forth in Subsection 3.1(a) below;
- (i) “**Permitted Encumbrances**” 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 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, in each case which will not materially impair or materially impede operations (or anticipated operations) on the Property or the value or use (or expected use) of the Property;
- (j) “**Property**” has the meaning as set out in the recitals hereto;
- (k) “**Purchase Price**” has the meaning set forth in Section 2.2 below;
- (l) “**Purchaser Share**” means a common share in the capital of the Purchaser;
- (m) “**Purchaser Warrant**” means a common share purchase warrant of the Purchaser, each of which will be exercisable to purchase one Purchaser Share at an exercise price of \$0.07 per share for a period of five from the date of issuance; and
- (n) “**Subject Claims**” has the meaning as set out in the recitals hereto.

1.2 Headings. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 Currency. All references to currency herein are to lawful money of Canada, unless otherwise indicated.

ARTICLE 2 - PURCHASE AND SALE

2.1 Purchase and Sale. Subject to the terms and conditions hereof, each of the Vendors covenants and agrees to sell, transfer and assign the Subject Claims to the Purchaser and the Purchaser covenants and agrees to purchase the Subject Claims from the Vendors for the Purchase Price.

2.2 Purchase Price and Payment. The total purchase price (the “**Purchase Price**”) for the Subject Claims shall be an aggregate of 4,800,000 Consideration Units to be issued to the Vendors in accordance with their beneficial interests in the Subject Claims as set forth in Schedule “B”, on the Closing Date at a deemed price equal to the most recent closing price of the Purchaser Shares on the CSE on that last day of trading prior to the Closing Date. Any fees related to the transfer of the Subject Claims shall be paid by the Purchaser.

ARTICLE 3- REPRESENTATIONS AND WARRANTIES

3.1 Vendors’ Representations and Warranties. The Vendors, jointly and severally, represent and warrant to the Purchaser that:

- (a) the Vendors are the beneficial owners of a 100% right, title and interest in and to the Subject Claims, free and clear of any claims, demands, mortgages, liens, security interests, charges, encumbrances or other claims whatsoever (“**Encumbrances**”), other than Permitted Encumbrances;
- (b) the Vendors have good and marketable title to the Subject Claims, which have been properly registered in accordance with Applicable Law, and such Subject Claims are in good standing and shall continue to be in good standing until at least the Closing Date;
- (c) all prior work commitments or payments in lieu therefor required under Applicable Law in connection with the Subject Claims have been satisfied by the Vendors up to the date of this Agreement;
- (d) the Vendors have the exclusive right to enter into this Agreement and all necessary authority to assign to the Purchaser a 100% legal, beneficial and recorded right, title and interest in and to the Subject Claims in accordance with the terms and conditions of this Agreement;
- (e) the Vendors are not aware of any actions, suits or proceedings, pending or threatened which may affect the Subject Claims at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign; and the Vendors are not aware of any ground upon which any such action, suit or proceeding might be commenced;
- (f) there is no adverse claim or challenge against or to the Vendors’ ownership of the Subject Claims nor, to the knowledge of the Vendors, is there any basis therefore;
- (g) the Vendors’ ownership of the Subject Claims is in compliance with, and is not in default or violation in any material respect under, and the Vendors have not been charged with or received any notice at any time of any material violation of any statute, law, ordinance, regulation, rule decree or other applicable regulation in connection with the Vendors’ ownership of the Subject Claims; and
- (h) each of the Vendors is aware that the issuance of the Consideration Units, the Purchaser Shares and Purchaser Warrants comprising the Consideration Units, and any Purchaser

shares issuable upon exercise of the Purchaser Warrants (collectively, the “**Securities**”), will be made pursuant to appropriate exemptions from any applicable prospectus (or equivalent) requirements of applicable securities laws (the “**Exemptions**”), and that as a consequence of the Securities being issued pursuant to the Exemptions:

- (i) the Vendors will be restricted from using certain of the civil remedies available under the applicable securities laws;
- (ii) the Vendors may not receive information that might otherwise be required to be provided to a purchaser of the Securities, and the Purchaser is relieved from certain obligations that would otherwise apply under applicable securities laws if the Exemptions were not being relied upon by the Purchaser;
- (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Securities;
- (iv) there is no government or other insurance covering any of the Securities and an investment in the Securities is speculative and of high risk; and
- (v) the certificates representing the Securities will bear such legends as required by applicable securities laws and the policies of the CSE and it is the responsibility of the Vendor to find out what those restrictions are and to comply with them before selling the Securities.

3.2 Purchaser’ Representations and Warranties. The Purchaser represents and warrants to the Vendors that:

- (a) the Purchaser is a company duly existing under the laws of the Province of British Columbia;
- (b) the Purchaser has the corporate power and authority to enter into this Agreement;
- (c) the Purchaser will be eligible to acquire and hold mineral claims in the jurisdiction in which the Subject Claims are situated; and
- (d) upon issuance, the Purchaser Shares comprising the Consideration Units will be fully paid and non-assessable common shares in the capital of the Purchaser and the Purchaser Warrants comprising the Consideration Units will be validly created and issued.

3.3 Survival of Representations, Warranties and Covenants. The representations, warranties and covenants of the Vendors and the Purchaser respectively set forth in this Agreement shall survive the completion of the sale and purchase of the Subject Claims herein provided for and, notwithstanding such completion, shall continue in full force and effect for the benefit of the Purchaser or the Vendors, respectively, in accordance with the terms thereof.

ARTICLE 4 – CONDITIONS

4.1 Conditions for the Benefit of the Purchaser.

(1) The sale by the Vendors and the purchase by the Purchaser of the Subject Claims is subject to the following conditions which are for the exclusive benefit of the Purchaser to be performed or complied with at or prior to Closing:

- (a) the representations and warranties of the Vendors set forth in Section 3.1 shall be true and correct at Closing with the same force and effect as if made at and as of such time;
- (b) the Vendors shall have performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by the Vendors at or prior to Closing; and
- (c) the Purchaser shall have received all necessary regulatory approvals and the CSE shall not have objected to the acquisition by the Purchaser of the Subject Claims.

(2) In case any term or covenant of the Vendors or condition to be performed or complied with for the benefit of the Purchaser under this Agreement shall not have been performed or complied with at or prior to the Closing Date, the Purchaser may, without limiting any other right that the Purchaser may have, at its sole option, either

- (a) terminate this Agreement by notice to the Vendors, and in such event the Purchaser and the Vendors shall be released from all obligations hereunder; or
- (d) waive compliance with any such term, covenant or condition in whole or in part on such terms as may be agreed upon without prejudice to any of its rights of rescission in the event of non-performance of any other term, covenant or condition in whole or in part.

4.2 Conditions for the Benefit of the Vendor.

(1) The sale by the Vendors and the purchase by the Purchaser of the Subject Claims is subject to the following conditions which are for the exclusive benefit of the Vendors to be performed or complied with at or prior to the Time of Closing:

- (a) the representations and warranties of the Purchaser set forth in Section 3.2 shall be true and correct at the Time of Closing with the same force and effect as if made at and as of such time; and
- (b) the Purchaser shall have performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by the Purchaser at or prior to Closing.

(2) In case any term or covenant of the Purchaser or condition to be performed or complied with for the benefit of the Vendors under this Agreement shall not have been performed or complied with at or prior to the Closing Date, the Vendors may, without limiting any other right that the Vendors may have, at its sole option, either:

- (a) terminate this Agreement by notice to the Purchaser, and in such event the Vendors and the Purchaser shall be released from all obligations hereunder; or
- (b) waive compliance with any such term, covenant or condition in whole or in part on such terms as may be agreed upon without prejudice to any of its rights of rescission in the event of non performance of any other term, covenant or condition in whole or in part.

ARTICLE 5 – COVENANTS

5.1 Each of the parties agrees that it will take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable and regulations to complete the purchase and sale of the Subject Claims in accordance with the terms of this Agreement.

5.2 The Vendors hereby covenant with the Purchaser that up to and including the Closing Date:

- (a) The Vendors will provide the Purchaser with any and all of the technical data in the Vendors' possession or over which the Vendors have control relating to the Subject Claims; and
- (b) The Vendors will not deal, or attempt to deal with their right, title, interest in and to the Subject Claims in any way that would or might affect the right of the Purchaser to become vested in a 100% interest in and to the Subject Claims, free and clear of any Encumbrances other than Permitted Encumbrances.

ARTICLE 6 – CLOSING

6.1 Closing Date. The purchase and Sale of the Subject Claims shall be completed electronically at the Time of Closing, or such other place and time as mutually agreed upon by the Purchasers and the Vendor.

6.2 Deliveries by the Vendor. At Closing, upon fulfillment or waiver of all of the conditions set out in Section 4, Friesen, on behalf of the Vendors, shall deliver to the Purchaser:

- (1) all necessary documents required to complete the transfer of title of the Subject Claims to Purchaser pursuant to Applicable Law; and
- (2) such other documents and instruments as the Purchaser may reasonably request.

6.3 Deliveries by the Purchaser. At Closing, upon fulfillment or waiver of all of the conditions set out in Section 4, the Purchaser shall deliver to the Vendors:

- (1) certificates or DRS advice representing the Purchaser Shares and Purchaser Warrants comprising the Consideration Units; and
- (2) such other documents and instruments as the Vendors may reasonably request.

ARTICLE 7 GENERAL

7.1 Further Assurances. The Vendors and the Purchaser shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

7.2 Time of the Essence. Time shall be of the essence of this Agreement.

7.3 Benefit of the Agreement. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto, as the case may be.

7.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto.

7.5 Amendments and Waiver. No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed

by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

7.6 Expenses. Except as may otherwise be provided for in this Agreement, each of the parties acknowledges and agrees that all expenses incurred by a party relating to the purchase and sale of the Subject Claims will be borne by the party incurring such expense.


7.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws applicable therein. For the purpose of all legal proceedings this Agreement shall be deemed to have been performed in the Province of British Columbia and the courts of the Province of British Columbia shall have jurisdiction to entertain any action arising under this Agreement.

7.8 Counterparts/Electronic Transmission. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts will constitute one and the same agreement. This Agreement may be executed and transmitted electronically and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

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

Executed as of the date first set out above.

NORDIQUE RESOURCES INC.


By _____
Name: Damion Carruel
Title: CEO





By _____
Name: 
Title: 








By: _____
Name: 
Title:

[Redacted]

[Redacted]

By: _____

Name: [Redacted]

Title: [Redacted]

[Redacted]

[Redacted]

Schedule "A"

Subject Claims

Title Number	1116572
Title Type	Mineral (M)
Title Sub Type	Claim (C)
Title Type	Mineral Cell Title Submission (MCX)
Good To Date	2025/OCT/07
Issue Date	2024/OCT/07
Claim Name	FAIRVIEW2024A
Area In Hectares	633.19

Title Number	1116574
Title Type	Mineral (M)
Title Sub Type	Claim (C)
Title Type	Mineral Cell Title Submission (MCX)
Good To Date	2025/OCT/07
Issue Date	2024/OCT/07
Claim Name	FAIRVIEW2024B
Area In Hectares	1941.10

SCHEDULE "B"

The Vendors hereby authorize and direct the Purchaser to register, issue and deliver the Consideration Units in accordance with the instructions set out below, and this shall be the Purchasers' good and sufficient authority for so doing:

Registration Instructions	Delivery Instructions	Number of Consideration Units
[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	800,000
[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	800,000
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	800,000
[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	800,000
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	800,000
[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	650,000
[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	150,000