

PURCHASE AGREEMENT

THIS AGREEMENT made the 4th day of October, 2024.

AMONG:

AURWEST RESOURCES CORPORATION, a British Columbia company with an address of Suite 2003, 188 15th Avenue S.W., Calgary, Alberta T2R 1S4

(“**Vendor**”)

AND:

INTERRA COPPER CORP., a British Columbia company with a registered office address of Suite 2501 – 550 Burrard Street, Vancouver, British Columbia V6E 2B5

(“**Purchaser**”)

WHEREAS:

- A. The Vendor is the recorded legal and beneficial owner of 100% of the right, title and interest in and to mineral titles located in British Columbia, Canada as more particularly described in Schedule “A” attached hereto and forming part hereof (the “**Property**”); and
- B. The parties wish to enter into an agreement for the Purchaser to acquire up to an undivided 100% of the right, title and interest of Vendor in and to the Property on the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises and the covenants and agreements herein contained, the parties agree as follows:

1. INTERPRETATION

1.1 In this Agreement:

- (a) “**Agreement Date**” means the date that all parties have signed this Agreement;
- (b) “**Business Information**” includes the terms of this Agreement, and any other agreement relating solely to the Property and all information, data, maps, drill core, results of surveys, drilling and assays, knowledge and know-how related thereto;
- (c) “**Closing Date**” means the date the Purchaser and Vendor complete the transactions contemplated by this Agreement;
- (d) “**Dollars**” means legal currency of Canada;
- (e) “**Environmental Claims**” means any and all administrative, regulatory, or judicial actions, suits, demands, claims, liens, notices of non-compliance or violation,

investigations, or proceedings relating in any way to any Environmental Laws or any permit issued under any Environmental Laws, including, without limitation:

- (i) any and all claims by government or regulatory authorities for enforcement, clean-up, removal, response, remedial, or other actions or damages under any applicable Environmental Law; and
 - (ii) any and all claims by any third-party seeking damages, contribution, indemnification, cost recovery, compensation, or injunctive or other relief resulting from hazardous materials, including any release of those claims, or arising from alleged injury or threat of injury to human health or safety (arising from environmental matters) or the environment;
- (f) **“Environmental Laws”** means all requirements of the common law, civil code, or of environmental, health, or safety statutes of any agency, board, or governmental authority including, but not limited to, those relating to (i) noise, (ii) pollution or protection of the air, surface water, ground water, or land, (iii) solid, gaseous, or liquid waste generation, handling, treatment, storage, disposal, or transportation, (iv) exposure to hazardous or toxic substances, or (v) the closure, decommissioning, dismantling, or abandonment of any facilities, mines, or workings and the reclamation or restoration of lands;
- (g) **“Exchange”** means the Canadian Securities Exchange;
- (h) **“Governmental Agency”** means any (i) national, federal, provincial, municipal, local or other government, (ii) governmental or quasi-governmental authority of any nature, including any governmental ministry, regulator, agency, branch, department, board or tribunal, (iii) body exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power, under or for the account of any of the foregoing, including any court, judicial authority, arbitrator or arbitration tribunal;
- (i) **“M3 Royalty”** means the royalty agreement dated December 2, 2021 between the Vendor and M3 Metals Corp. (**“M3”**) under which the Vendor granted M3 a royalty on the Property on the terms and conditions of the M3 Royalty;
- (j) **“PEMC Royalty”** means the royalty agreement dated September 23, 2021 between the Vendor and Pacific Empire Minerals Corp. (**“PEMC”**) under which the Vendor granted PEMC a royalty on the Property on the terms and conditions of the PEMC Royalty;
- (k) **“Property”** means those mineral claims described in Schedule “A” of this Agreement;
- (l) **“Shares”** means common shares in the capital of Purchaser, which are listed on the Exchange; and
- (m) **“Warrants”** means transferable share purchase warrants of the Purchaser exercisable into Shares of the Purchaser for a 24-month period from the date of issuance at an exercise price of \$0.15.

1.2 In this Agreement, all dollar amounts are expressed in lawful currency of Canada.

- 1.3 The titles to the respective Articles are used for convenience only and are not a part of this Agreement.
- 1.4 Words importing the singular number will include the plural and vice-versa, and words importing the masculine gender will include the feminine and neuter genders and vice-versa, and words importing persons will include firms, partnerships, and corporations.

2. REPRESENTATIONS AND WARRANTIES

2.1 Purchaser represents and warrants to Vendor that:

- (a) it is a body corporate duly incorporated, organized and validly subsisting under the laws of British Columbia;
- (b) it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;
- (c) it has obtained all corporate authorizations for the execution and performance of this Agreement and neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated will conflict with, result in the breach of or accelerate the performance required by any agreement to which it is a party;
- (d) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of laws of any jurisdiction applicable or pertaining thereto or of its constating documents; and
- (e) it is a reporting issuer in good standing in British Columbia, Alberta and Ontario, and its Shares are listed and posted for trading on the Exchange, and there is no such cease trade order or any other order(s) from a governmental authority or the Exchange in place against the Purchaser and/or its securities.

2.2 The Vendor represent and warrant to Purchaser that:

- (a) it is a body corporate duly incorporated, organized and validly subsisting under the laws of British Columbia;
- (b) it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;
- (c) it has obtained all corporate authorizations for the execution and performance of this Agreement and neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated will conflict with, result in the breach of or accelerate the performance required by any agreement to which it is a party;
- (d) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of laws of any jurisdiction applicable or pertaining thereto or of its constating documents;

- (e) it is a reporting issuer in good standing in British Columbia, Alberta and Ontario and its common shares are listed and posted for trading on the Exchange, and there is no such cease trade order or any order(s) from a government authority or the Exchange in place against the Vendor and/or its securities;
- (f) the mineral claims comprised in the Property have been duly and validly recorded in accordance with the applicable laws in British Columbia and are accurately described in Schedule "A", are presently in good standing under the laws of British Columbia, including the *Mineral Tenure Act* (British Columbia) up to and including the expiry date set forth in Schedule "A", and other than the PEMC Royalty and the M3 Royalty, are free and clear of all liens, charges, encumbrances, claims, rights or interest of any person save and except any permitted encumbrances including, but not limited to, utility rights of way and municipal easements;
- (g) Vendor has made all taxes, assessment, rentals, levies, or other payments relating to the Property required to be made to any federal, provincial, or municipal government authorities;
- (h) Vendor is the recorded legal and beneficial owner of a 100% undivided interest in and to the Property;
- (i) Vendor has the exclusive right to enter into this Agreement and all necessary authority to dispose of an undivided legal and beneficial 100% interest in and to the Property in accordance with the terms of this Agreement;
- (j) no person has any proprietary or possessory interest in the Property other than Vendor, and no person is entitled to any royalty or other payment in the nature of rent or royalty on any minerals, ores, metals or concentrates or any other such products removed from the Property;
- (k) there are no actions, suits, investigations or proceedings before any court, arbitrator, administrative agency or other tribunal or governmental authority, whether current, pending or threatened, which directly or indirectly relate to or affect the Property or the interests of Vendor therein, except for a judgement obtained by a former director of the Vendor which has been disclosed to the Purchaser, nor is the Vendor aware of any acts that would lead it to suspect that the same might be initiated or threatened, other than potential First Nations claims;
- (l) there is no adverse claim or challenge against or to the ownership of or title to the Property, or any portion thereof, nor is there any basis therefore and there are no outstanding agreements or options to purchase or otherwise acquire the Property or any portions thereof or any interests therein;
- (m) the Vendor has not received from any Governmental Agency any notice of or communication relating to any actual or alleged Environmental Claims, and there are no outstanding work orders or actions required to be taken relating to environmental matters respecting the Property or any operations carried out on the Property; and
- (n) at present there are no outstanding obligations to remedy, promises or requirements for surface rehabilitation or Environmental Claims with respect to the Property.

2.3 The representations and warranties hereinbefore set out are conditions on which the parties have relied in entering into this Agreement and will survive the acquisition of any interest in the Property by Purchaser, and each party will indemnify and save the other party harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by the other party and contained in this Agreement.

3. PURCHASE

3.1 The Purchaser agrees to acquire from the Vendor and the Vendor agrees to convey an undivided 100% right, title and interest in and to the Property, in accordance with the terms of this Agreement for and in consideration of the Purchaser making the following payments:

- (a) \$25,000 to the Vendor in cash on the Agreement Date, and deposited with the Vendor's attorney to be held in trust, which amount is refundable in its entirety if the Agreement is terminated under section 6.2;
- (b) on the Closing Date:
 - (i) \$75,000 to the Vendor in cash;
 - (ii) 10,000,000 Shares to the Vendor and 2,500,000 Warrants to the Vendor (intended for onward distribution to the Vendor's shareholders) which are subject to a statutory hold period of four months and one day from the date of issuance as well as contractual time based restrictions on transfer to be affixed as a legend to the Shares and Warrants as follows:

Number of Securities	Period of Restriction
2,500,000 Shares 625,000 Warrants	6 months from the Closing Date
2,500,000 Shares 625,000 Warrants	12 months from the Closing Date
2,500,000 Shares 625,000 Warrants	18 months from the Closing Date
2,500,000 Shares 625,000 Warrants	24 months from the Closing Date

- (c) following the Closing Date, \$150,000 to the Vendor in cash, upon the Purchaser having completed any type of financing in which the Vendor has assisted the Purchaser in raising gross proceeds of a minimum of \$150,000.

3.2 On the Closing Date, the Vendor will:

- (a) as the registered holder of the Property, transfer an undivided 100% right, title and interest in and to the Property in favour of the Purchaser, on the British Columbia Mineral Titles Online (MTO); and

- (b) deliver to the Purchaser, to the extent not previously provided before the Closing Date, all information, data, maps and reports (both factual and interpretative) with respect to any work performed on the Property by the Vendor or third parties that the Vendor has in its possession and any physical materials (drill core, samples, rocks etc) removed from the Property.
- 3.3 Additionally, following the Closing Date, the Purchaser agrees to appoint Cameron MacDonald as a director of the Purchaser.
- 3.4 The Shares and Warrants may be registered as reasonably directed by the Vendor (having regard to the subsequent onward distribution of such Shares and Warrants to the shareholders of the Vendor) and will bear the restrictions noted in subsection 3.1(b)(ii) hereunder. The Vendor agrees and acknowledges that:
 - (a) the Shares and Warrants are being issued under an exemption from the requirements to provide the Vendor with a prospectus and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by securities laws, including statutory rights of rescission or damages, will not be available to the Vendor;
 - (b) the Vendor may not receive information that might otherwise be required to be provided, and the Purchaser is relieved from certain obligations that would otherwise apply under securities laws if the exemptions were not being relied upon by the Purchaser;
 - (c) there are risks associated with the acquisition of the Shares and Warrants;
 - (d) there may be restrictions on the Vendor's ability to resell the Shares and Warrants and it is the responsibility the Vendor to find out what those restrictions are and to comply with them before selling the Shares and Warrants; and
 - (e) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Shares and Warrants.

4. CONDITIONS OF CLOSING

- 4.1 The obligations of Purchaser under this Agreement are subject to:
 - (a) the Purchaser's completion of its filing obligations with and requisite approvals with from the Exchange; and
 - (b) the Purchaser's agreement to be bound by the PEMC Royalty and M3 Royalty in compliance with the terms and conditions of such PEMC Royalty and M3 Royalty.
- 4.2 The obligations of the Vendor under this Agreement are subject to:
 - (a) the Vendor's completion of its filing obligations with the Exchange and Exchange approval of the transactions contemplated by this Agreement, if required;
 - (b) approval of the Vendor's shareholders for the sale of the Property to the Purchaser, and for the transactions contemplated by this Agreement; and

- (c) the Vendor's compliance with the terms and conditions of the PEMC Royalty and the M3 Royalty, and in particular, the assignment provisions thereof.

5. COVENANTS OF VENDOR

- 5.1 Forthwith upon execution of this Agreement by the parties, Vendor will deliver to Purchaser copies of such technical and geological information pertaining to the Property in its possession or control as Purchaser may reasonably request.
- 5.2 From the date of this Agreement and following the Closing Date, until such time as the Shares and Warrants are distributed to the shareholders of the Vendor, Vendor will:
 - (a) not do any act or thing which would or might in any way adversely affect the rights of Purchaser hereunder to earn up to an undivided 100% interest in the Property;
 - (b) promptly provide Purchaser with any and all notices and correspondence from Government Agencies in respect of the Property; and
 - (c) take all reasonable steps required to facilitate the transfer of the Shares and Warrants to the shareholders of the Vendor as soon as practicable.

6. TERMINATION

- 6.1 Purchaser may at any time from the date of this Agreement to the Closing Date, in its sole discretion, terminate this Agreement with immediate effect by notice to Vendor (and in such case, the cash payment made by the Purchaser to the Vendor under subsection 3.1(a) will be refundable).
- 6.2 This Agreement will terminate in the following circumstances:
 - (a) the shareholders of the Vendor do not approve the sale of the Property and the transactions contemplated by this Agreement;
 - (b) by both the parties by mutual written agreement;
 - (c) if a party hereto has breached this Agreement in respect of an obligation to be performed before the Closing Date, and such breach has not been remedied within 15 days from such breach; or
 - (d) the Closing Date has not occurred by December 31, 2024, unless otherwise agreed by the Vendor and Purchaser in writing to extend such date.

7. CONFIDENTIAL NATURE OF INFORMATION

- 7.1 The parties agree that all Business information under the operation of this Agreement will be the exclusive property of the parties and will not be used other than for the activities contemplated hereunder, except as required by law or by the rules and regulations of any regulatory authority having jurisdiction, including the policies of the Exchange, or with the written consent of both parties, such consent not to be unreasonably withheld. Notwithstanding the foregoing, it is understood and agreed that a party will not be liable to the other party for the fraudulent or negligent disclosure of information by any of its employees, servants or agents, provided that such party has taken reasonable steps to ensure the preservation of the confidential nature of such information.

8. EXPENSES OF PARTIES

8.1 Each party to this Agreement will bear their own expenses in respect of this transaction.

9. NOTICE

9.1 Any notice, direction or other communication required or permitted to be given under this Agreement will be in writing and will be given by personal delivery or by prepaid registered or certified mail or by e-mail or other form of electronic communication, in each case addressed as follows:

(a) if to Purchaser:

Interra Copper Corp.
c/o Registered Office
Suite 2501 – 550 Burrard Street
Vancouver, British Columbia
V6E 2B5

Attention: Brian Thurston, CEO

Email: [REDACTED]

(b) if to Vendor:

Aurwest Resources Corporation
Suite 2003 – 188 15th Avenue S.W.
Calgary, Alberta
T2R 1S4

Attention: Cameron MacDonald, Chairman

Email: [REDACTED]

9.2 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 third business day following the day of mailing, 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 e-mail or other form of electronic communication, will be deemed to have been given or received on the next business day following the date on which it was so sent.

9.3 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 Agreement.

10. GENERAL

10.1 Headings

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

10.2 Further Assurances

The parties hereto agree that they and each of them will execute all documents and do all acts and things within their respective powers to carry out and implement the provisions or intent of this Agreement.

10.3 Payment

All references to monies hereunder will be in Canadian funds except where otherwise designated. All payments to be made to any party hereunder will be mailed or delivered to such party at its address for notice purposes as provided herein, or for the account of such party at such bank or banks in Canada as such party may designate from time to time by written notice. Such bank or banks will be deemed the agent of the designating party for the purpose of receiving, collecting and receiving such payment.

10.4 Enurement

This Agreement enures to the benefit of and is binding upon the parties hereto and their respective successors and permitted assigns.

10.5 Governing Law

This Agreement will be interpreted in accordance with the laws of British Columbia and the laws of Canada applicable therein without reference to its conflict-of-law rules.

10.6 Personal Information

The Vendor acknowledges that this Agreement requires Purchaser to provide certain information concerning Vendor, and acknowledges that Purchaser may be required to disclose this information to (i) its transfer agent, to register the Shares, (ii) the Exchange as part of filings required for this Agreement, and (iii) securities regulatory authorities in Canada.

10.7 Entire Agreement

This Agreement constitutes the entire agreement between the parties and all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether verbal or written, express or implied, statutory or otherwise between the parties with respect to the subject matter herein.

10.8 Time of Essence

Time is of the essence in this Agreement.

10.9 Severability

If any one or more of the provisions or stages contained herein 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 herein will not in any way be affected or impaired thereby.

10.10 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered (by electronic copy or otherwise) will be deemed to be an original, and all of which together will constitute one and the same document.

IN WITNESS WHEREOF the parties are deemed to have executed this Agreement as of the day and year written on the first page, notwithstanding the dates of execution by each party herein.

AURWEST RESOURCES CORPORATION

Per: *Cameron MacDonald*
Authorized Signatory

INTERRA COPPER CORP.

Per: 
Authorized Signatory

SCHEDULE "A"
Purchase Agreement

Title Number	Claim Name	Owner	Title Type / Sub type	Map Number	Issue Date	Good Date to	Status	Area (ha)
1054995	Copper Star 1	249942	Mineral Claim	093L	2017/Sep/18	2029/Jan/20	Good	794.1905
1054996	Copper Star 2	249942	Mineral Claim	093L	2017/Sep/18	2029/Jan/20	Good	888.2812
1054997	Copper Star 3	249942	Mineral Claim	093L	2017/Sep/18	2029/Jan/20	Good	453.6445
1058030	Stars East	249942	Mineral Claim	093L	2018/Jan/29	2026/Jan/20	Good	1,625.60
							Total:	3,761.7162

Notes:

- (1) Owner 249942 is Aurwest Resources Corporation
- (2) The PEMC Royalty encumbers title numbers 1054995, 1054996, 1054997 as to 1%
- (3) The M3 Royalty encumbers title numbers 1054995, 1054996, 1054997 as to 1% and title number 1058030 as to 2%